CITY OF TITUSVILLE

CITY COUNCIL

AGENDA

Regular Meeting

April 28, 2026 - 6:30 PM

Council Chamber at City Hall

555 South Washington Avenue, Titusville, FL 32796

Any person who decides to appeal any decision of the City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Applicants for land use and zoning related items are advised that the resumes of staff members who prepare applicable staff reports are on file in the City Clerk's Office.

The City desires to accommodate persons with disabilities. Accordingly, any physically handicapped person, pursuant to Chapter 286.26 Florida Statutes, should, at least 48 hours prior to the meeting, submit a written request to the chairperson that the physically handicapped person desires to attend the meeting.

1. **CALL TO ORDER**

2. **INVOCATION**

   A. **A moment of silence will be held.**

3. **PLEDGE OF ALLEGIANCE**

4. **APPROVAL OF MINUTES**

   A. **Minutes**

   Approve the minutes of the regular City Council meeting on March 24, 2026 (6:30 p.m.)

5. **SPECIAL RECOGNITIONS & PRESENTATIONS**

6. **BOARDS AND COMMISSIONS**

   A. **Student Advisory Council Annual Report**

The 2025/2026 Student Advisory Council Annual Report, including the recommendations and goals for 2026/2027 will be presented. No action is requested.

B. **Student Advisory Council Scholarships**

Mayor Andrew Connors will present scholarships to two (2) seniors: Peyton Redfern of Astronaut High School and Cadyn Fiebig of Titusville High School who have participated on the Student Advisory Council. No action is requested.

C. **2026/2027 Student Advisory Council Membership Appointments**

Confirm the proposed slate of students as members of the 2026/2027 Student Advisory Council as appointed by their respective schools.

D. **Economic Development Board of Directors**

Appoint five qualified members by a majority vote from applicants received by the City Clerk's Office. In addition, appoint two qualified members collectively from the nominations received from the Chamber of Commerce. Four members shall be appointed with terms to expire on April 30, 2029 and three members shall be appointed with terms to expire on April 30, 2028.

E. **Titusville Housing Authority**

The Titusville Housing Authority's semi-annual written report is included in the agenda packet. No action is requested.

7. PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT (NON-AGENDA ITEMS)

8. CONSENT AGENDA

A. **Lease Acquisition of Stormwater Vacuum Truck**

Approve the acquisition of a new stormwater vacuum truck from Environmental Products of Florida from Apopka, Florida under a 5-year lease agreement with Leasing 2, Inc. from Tampa, Florida in the amount of $122,512.39 annually; the maintenance agreement in the amount of $16,500 annually; and the repurchase agreement and authorize the Mayor to execute all the necessary agreement documents.

B. **First Avenue Sidewalk and Roadway Improvements**

Approve award of a Contract for CN-26-B-028MG to Universal Contracting and Construction for the First Avenue Sidewalk and Roadway Improvement Project in the amount of $349,981.25 and authorize the Mayor to execute the Contract.

C. **Titusville Bus Bench Program**

(1) Approve termination of the March 9,1993 Agreement with Metropolitan Systems Inc. and (2) Approve and authorize the Mayor to execute the new 10-year License Agreement with a 5-year extension at the City's discretion with Creative Outdoor Advertising of America Inc. for the modernization and continued operation of the City’s bus bench program.

9. ORDINANCES – SECOND READING, PUBLIC HEARING AND RELATED ACTION

A. **Certified Recovery Residences Ordinance**

Conduct the public hearing and final reading of Ordinance No. 9-2026, an ordinance of the City Of Titusville, Florida amending the Code Of Ordinances to Establish Procedures for the Review and Approval of Certified Recovery Residence within the City consistent with Chapter 2025-182, Laws of Florida by Creating Sections 28-21 “Accommodations For A Certified Recovery Residence”; Providing for Severability, Repeal of Conflicting Ordinances, Incorporation into the Code, and Effective Date. This is a legislative item.

On April 8, 2026, the Planning and Zoning Commission recommended approval with the following recommendations: (1) Include an application fee in the ordinance; (2) Include graduated distance based on the number of occupants; (3) Address required inspections by both Building Department and Fire Department; (4) Include in the application the same required documentation as page 21 of the agenda packet with the exception of fee schedule and refund policy; (5) Identify which is the certifying entity – FARR, FCB or DCF; (6) Identify the certified accreditation level, is it 1, 2, 3, or 4?; (7) Identify types of services offered; (8) Determine if it is a 24-hour facility or operating in just the day or night; (9) Identify staffing levels and security; (10) Clarification of the appeal process; and (11) Automatic revocation of the license if closed, abandoned, or if the facility loses their certification. The motion was approved with a 6 yes, 1 no vote. The one member voted no based on this piece of policy in his opinion needed to mirror what we already have for all other group homes.

B. **Trucks on Local Roads Ordinance**

Conduct the public hearing and final reading of Ordinance No. 10-2026, an ordinance of the City Of Titusville, Florida, amending the Code Of Ordinances to Regulate Truck Traffic in and on certain Residential Streets by Creating Section 17-34 “Restrictions on Truck Use of Streets” and amending Section 20-26 “Powers And Duties of City Manager Relative to Traffic” and Development Review Procedures Technical Manual Sections 14.2 “Pre-Application Meeting”, 14.3 “Concept Plan”, 14.4 “Application Procedures”, and 14.5 “Site Plan Required Exhibits”; Providing for Severability, Repeal of Conflicting Ordinances, Incorporation into the Code, and an Effective Date. This is a legislative item.

On April 8, 2026, the Planning and Zoning Commission recommended approval as written. The following friendly amendment was accepted: (1) Strike all technical manual references in this ordinance and add to the ordinance that, during construction activity, the City reserves the right to restrict access if deemed to be necessary to reduce impact on local streets. Approved unanimously with a 7-0 vote.

10. ORDINANCES - FIRST READING

11. OLD BUSINESS

A. **Resolution No. 07-2026 — Repealing Resolution No. 24-1997 and Establishing Revised Quasi-Judicial Procedures**

Adopt Resolution No. 07-2026 repealing Resolution No. 24-1997 and establishing revised quasi-judicial procedures.

B. **Presentation of Funding Options for the Titusville Economic Development Organization (EDO)**

Staff recommends that City Council provide direction on preferred funding strategies to advance the implementation of the Titusville Economic Development Organization.

C. **Brackish Water Source Feasibility Study**

Award Task Order CDMTO003 to CDM Smith, Inc., in the amount of $96,290 to provide engineering consulting services for a feasibility study for a brackish water source, and authorize the Mayor to execute the Task Order. Additionally, approve the associated Budget Amendment.

12. NEW BUSINESS

A. **Fiscal Year (FY) 2026 Mid-Year Budget Review and Financial Update**

Approve the FY 2026 mid-year budgetary change requests for General Fund, Community Redevelopment Agency (CRA), Enterprise, Internal Service and other Funds and approve the associated budget amendment.

B. **Stormwater Master Plan**

Approve the award of Task Order # GEOTO006 to Geosyntec Consultants in the amount of $748,500.72 to provide consulting services for the Stormwater Master Plan Flood Assessment. Additionally, approve Resolution No. 9-2026 and the associated BA and authorize the Mayor to execute Task Order #GEOTO006.

C. **Master Pump Station Project**

Approve award of Contract CN-26B-026/LR to Masic General Contractor, Inc. for the Knox McRae Master Pump Station improvements in the amount of $4,498,485, approve the associated budget amendment, and authorize the Mayor to execute the contract.

D. **Blue Heron Filter Project**

Approve the award of contract CN-26N-25/LR to L7 Construction, Inc. for the Blue Heron WRF Filter Upgrade project in the amount of $5,669,437, approve the associated budget amendment, and authorize the Mayor to execute the contract.

E. **BS&A Cloud Upgrade**

Approve the BS&A upgrade to a cloud-based platform with a total cost of $501,910.00. Cost within FY26 shall not exceed $100,000 with the balance due in FY27. The FY27 Budget will include the balance. Additionally, approve the associated budget amendment and authorize the Mayor to execute the contract.

13. PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT (NON-AGENDA ITEMS)

14. MAYOR AND COUNCIL REPORTS

A. **Mayor's Report**

The Mayor will provide his individual report.

Request Council approval to present a proclamation declaring May 16-22, 2026 as Safe Boating Week at the May 12, 2026 Regular City Council Meeting.

B. **Council Reports**

Council Members will provide their individual reports.

15. CITY MANAGER'S REPORT

A. **City Manager's Report**

The City Manager's Report is included in the agenda packet.

16. CITY ATTORNEY'S REPORT

A. **Update: Request for Informal Mediation pursuant to Florida Statutes Section 163.3181(4)**

This is for informational purposes only. No action required.

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Minutes**

Department/Office: City Clerk

Recommended Action:
Approve the minutes of the regular City Council meeting on March 24, 2026 (6:30 p.m.)

Summary Explanation & Background:

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:
1. Draft Minutes - March 24, 2026 (6:30 p.m.)

The City Council of the City of Titusville, Florida met in regular session in the Council Chamber of City Hall, 555 South Washington Avenue, on Tuesday, March 24, 2026. Mayor Connors called the City Council meeting to order at 7:22 p.m., not 6:30 p.m. due to the Council presentations meeting at 5:30 p.m. ran late.

Present were Mayor Andrew Connors, Vice-Mayor Herman A. Cole, Jr., Col USAF Retired, and City Council Members Jo Lynn Nelson, Megan Moscoso, and Dr. Sarah Stoeckel. Also present were City Manager Thomas Abbate, City Attorney Andriene Treasure, and Assistant City Clerk Jolynn Donhoff.

Pre-recorded procedures for public comment, participation, and conduct were played for all individuals in attendance or watching the meeting. Pastor Jerald Smith (Retired Chaplain) from Parrish Medical Center gave the invocation. Additionally, Mayor Connors led those present in the *Pledge of Allegiance to the Flag*.

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MINUTES

Motion:
Member Nelson moved to approve the minutes of the regular City Council meeting on February 24, 2026 (6:30 p.m.), as submitted. Vice-Mayor Cole seconded the motion and it carried unanimously.

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SPECIAL RECOGNITIONS & PRESENTATIONS – None.

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Two announcements were made. First, staff had withdrawn an item from the Council agenda, under *Ordinances - First Reading*, specifically *Ordinance No. 6-2026 – Live Local Ordinance*. Second, the purpose of an informational item on *City Attorney's Report* was briefly stated, regarding a *Request for Informal Mediation pursuant to Florida Statutes Section 163.3181(4).*

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BOARDS AND COMMISSIONS

Titusville Community Service Award (TCSA) Select Committee – As outlined in the Council agenda packet and in accordance with *City of Titusville Resolution No. 5-2025*, Mayor Connors had appointed Sharon James as the chairperson and Alex Bowman from Crosswalk Community Church as the clergy representative, to serve as board members of the 2026 Titusville Community

Service Award (TCSA) Select Committee. Confirmation by City Council of the Mayor's appointments was requested.

Two individuals submitted public speaking cards.

Kathleen O'Rourke read from a prepared statement that discussed her viewpoints on how the Titusville Community Service Award (TCSA) should be conducted, why she was displeased with the 2025 TCSA community service award, including that she did not get an answer she sought from a particular Council member, no one had the right to override the award's procedures, the importance of fairness and honesty, reassigning part of the award's responsibilities to other individuals that would act impartially, ethically, etc.

Toni Shifalo commented on being displeased with the 2025 Titusville Community Service Award (TCSA). She advised that of five nominees, four received recognition awards. In 2026, her hope was that the TCSA chairperson would ensure that all awardees received their awards.

Motion:
Member Nelson moved to affirm and confirm Mayor Connors' appointments of Sharon James as the chairperson and Alex Bowman from Crosswalk Community Church as the clergy representative on the Titusville Community Service Award (TCSA) Select Committee, as outlined in the information provided in the City Council agenda packet. Vice-Mayor Cole seconded the motion and it carried unanimously.

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PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT (NON-AGENDA ITEMS) -

Trenton Mansfield read from a prepared statement that discussed a variety of concerns and viewpoints, such as his opinions on annual financial audits, audits were important for accountability and public transparency purposes, why it took a recent, particular, incident to raise awareness of audits to the public's level of knowledge, his desire for Council to reverse a prior trend of raising taxes, examples of wasteful spending, his request for a forensic audit of every department in the City, the importance of restoring public trust, etc.

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Member Nelson and City Manager Abbate discussed there being twelve components in the schedule for the municipality's internal financial audit. Member Nelson desired the internal audit being posted on the City's website. City Manager Abbate also shared that the external annual audit performed by an outside consultant (accounting firm) was required by law to be posted on the City's website.

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Kathleen O'Rourke read from a prepared statement that discussed her viewpoints on the process related to a small area study (previously directed by City Council) that was to be performed and prepared for property commonly referred to as the old Royal Oak Golf Course (or within the vicinity thereof), the importance of transparency, public trust, her desire to incorporate meaningful

citizen participation early in the process and throughout the duration of the study, involving property owners that would be directly affected by small area studies and including them at the beginning to develop the scope, questions, and assumptions of the studies themselves, etc.

City Manager Abbate advised that he had met with Dr. O'Rourke and shared with her that stakeholders and the public would have a substantive active role. Also, a third-party facilitator would facilitate the process, not City staff. It was important to him that the small area study be organized for the purpose of the municipality being impartial and there was no perception that staff were acting on behalf of any of their own ideas. The public would be invited throughout the process to work with the consultants, staff, etc. An agenda item would be scheduled for an upcoming City Council agenda related to hiring a third-party facilitator.

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Vickie Conklin commented on the upcoming small area study of the old Royal Oak Golf Course or area. She acknowledged the intent was to include the public. Ms. Conklin advised there were 540 dwelling units that were contiguous (abutting) to old Royal Oak property itself, many stakeholders wanted to give their input and be involved, she did not support an in-house study, the importance of public input and participation similar to public hearings, etc.

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Earl Johnson commented on the upcoming small area study for the old Royal Oak Golf Course and questioned whether the study (once complete) would be used to inform future decision making. He desired that information published in the completed study on items such as flooding, infrastructure, and traffic be taken seriously as the future unfolded. Mr. Johnson also desired to include other participants and stakeholders in the upcoming study, not just the landowner of the subject property. He also did not want pre-determined outcomes.

Additionally, Mr. Johnson spoke on a related matter regarding informal mediation recently requested by the applicant or landowner that was recently denied transmitting a Comprehensive Plan Amendment to the State for the old Royal Oak Golf Course property. The community desired giving input and asked whether it was possible to utilize other sections in *Florida Statutes* for dispute resolution procedures. Additionally, he felt that informal mediation should not occur before the small area study was completed.

Member Nelson agreed with Mr. Johnson's suggestion to complete the small area study prior to mediation.

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Darcia Bair read from a prepared statement that discussed a variety of concerns and viewpoints, such as Council investigating corruption, a list of items that were concerning to her since the 2024 election, which she felt the Council had done the bare minimum to address, concerns for individual candidate behavior during the 2024 election, City Council was not acknowledging the list of issues that she discussed, her desire for a forensic audit to be completed, etc.

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Keith Edwards commented on a variety of concerns and viewpoints and his dissatisfaction on how Planning and Zoning (P&Z) appointments were made by Council, how future development of the old Royal Oak Golf Course property could negatively impact the community, recalling how he and others once socialized with neighbors and enjoyed the community, the new mall was anti-social in its physical design, the location for where a proposed, regional water treatment plant might be located, the importance of making improvements and involving the community, getting longtime residents involved to bring their skills in shaping community design, etc.

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Stan Johnston commented on a variety of concerns and viewpoints, such as he had spent a significant amount of time on (environmental) sustainability, a report prepared on sustainability to include what was discussed during a 2019 workshop, all the information that he had given to the City for this report was removed, his making complaints against staff related to the Sustainability Report, his recalling that an affidavit was added to the report that addressed his concerns, but it was now gone, concerns for millions of dollars, letting fraud and financial waste continue, getting assistance with identifying to whom he could report his concerns, etc.

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Elizabeth Baker commented on a variety of concerns and viewpoints, such as prior water testing results, a prior staff member no longer employed by the City, false allegations made against an individual associated with a nonprofit agency, concerns for chemicals in drinking water such as *per- and polyfluoroalkyl substances* (PFAS), concerns for an individual that had taken a private water sample(s) was arrested and denied medication while being detained, candidate mischief during the 2024 election, charges brought against others where there was no evidence, dissatisfaction on the *Right to Clean Water* (2022 charter amendment) being over-turned, everything the government did seemed to be anti-citizen, etc.

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CONSENT AGENDA

Members Nelson and Moscoso requested discussion on Consent Agenda Item Nos. E and G.

To this, City Manager Abbate read Consent Agenda Item Nos. A, B, C, D, F and H, as followed:

A. Clean Vessel Act Grant - CV006 - Acknowledge the acceptance of the Clean Vessel Act Grant, CV006 and approve the associated budget amendment.

B. Fiscal Year (FY) 2025 Annual Comprehensive Financial Report - Accept the Annual Comprehensive Financial Report for Fiscal Year 2025. The report will be available and distributed following acceptance by the City Council.

C. 2026 Red, White, and Boom! July 4th Celebration - Approve efforts of City staff to commence planning and carry out the 2026 Red, White, & Boom! event, and to authorize the City Manager to execute contracting instruments necessary for this event.

D. "America 250" Semi quincentennial Parade and Event - Approve the event plan, allow for organization of the event, raise funds for the event, and hold the parade and associated event. Additionally, approve the associated budget amendment.

F. Titusville City Hall Chiller Replacement – Duct Cleaning and Encapsulation - Approve duct cleaning and encapsulation services for City Hall in the amount of $78,783 to be performed by Trane U.S. Inc., the current service provider responsible for maintaining and servicing the HVAC equipment at City Hall and authorize staff to issue the Purchase Order in accordance with the OMNIA contract.

H. Purchase of DocAccess website ADA compliance software through CivicPlus - Approve the contract with DocAccess SaaS in the total amount of $10,206.00 for year one to ensure the City's compliance with federal ADA regulations as it pertains to the City's website and it authorizes the City Manager to sign the documents. Additionally, approve the associated Budget Amendment.

Stan Johnston submitted a public speaking card on Consent Agenda Item Nos. B and H, to which he spoke and indicated being neutral on his card.

Motion:
Member Nelson moved to approve Consent Agenda Item Nos. A, B, C, D, F, and H, in accordance with the recommendations. Vice-Mayor Cole seconded the motion and the roll call vote was:

Member Moscoso	Yes
Member Nelson	Yes
Mayor Connors	Yes
Vice-Mayor Cole	Yes
Member Stoeckel	Yes

The motion carried unanimously.

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Consent Agenda Item No. E -

E. Approve Resolution No. 6-2026 - Travel Reimbursement – City Manager Abbate read the request to approve *Resolution No. 6-2026* for the updated *Travel Reimbursement Administrative Policy 1-1.*

An updated copy of the draft resolution was distributed to Council.

Stan Johnston submitted a public speaking card to include Consent Agenda Item No. E, to which he spoke and indicated being neutral on his card.

Per Member Nelson's request, City Manager Abbate highlighted the proposed changes and rationale for updating the Travel Reimbursement Administrative Policy. This discussion included information on the U.S. Governmental Services (GSA) policy rates, making adjustments for the hotel costs and the reasons why, if travel costs for the City Manager and Attorney exceeded $1,000, this required Council authorization, the policy required City Council's approval, etc.

Motion:
Member Nelson moved to approve Consent Agenda Item No. E and Resolution No. 6-2026 for the updated Travel Reimbursement Administrative Policy 1-1, in accordance with the recommendations. Vice-Mayor Cole seconded the motion and the roll call vote was:

Member Nelson	Yes
Mayor Connors	Yes
Vice-Mayor Cole	Yes
Member Stoeckel	Yes
Member Moscoso	Yes

The motion carried unanimously.

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Consent Agenda Item No. G -

G. Repealing Resolution 24-1997 and Establishing Revised Quasi-Judicial Procedures in Resolution 07-2026 – City Manager Abbate read the request to accept the proposed Resolution No. 07-2026.

Per Member Moscoso's request, City Attorney Treasure reviewed how the proposed, updated *Quasi-Judicial Procedures* were different than those within *Resolution No. 24-1997*. Changes were made to be clearer and more concise, which would be used by all City boards and commissions. A *party intervenor* was also a new feature, to which Member Moscoso felt was too broadly written and to which she desired having the City Attorney decide who could be a *party intervenor* based on their qualifications, not Community Development (staff).

Member Nelson supported this idea. She advised that normally tribunals and courts decided on party intervenors. Member Nelson and City Attorney Treasure also discussed that City Attorney Treasure was comfortable with transferring the assignment to the City Attorney's position.

Stan Johnston submitted a public speaking card to include Consent Agenda Item No. G, to which he spoke and indicated being neutral on his card.

Member Stoeckel and City Attorney Treasure discussed Member Stoeckel's questions related to defining the term and definition for *abutting*. City Attorney Treasure indicated there was no

specified number or limitation and it was property that was adjacent. Member Stoeckel desired further clarifying and commented on a scenario for whether it included someone that lived nearby or if it was someone that needed to *abut* (touch) a subject property of a land use application (or the subject site) to be eligible to be considered a *party intervenor*.

To this, City Attorney Treasure indicated it was not as open to anyone in the vicinity, but that property needed to abut or be adjacent to the subject property to be considered as having "a little more interest" (than others). Member Stoeckel and City Attorney Treasure discussed Member Stoeckel's attention to page no. 119 of the Council agenda packet and where at bottom of the page there was information that was underlined or as what would be said for the record.

Member Moscoso did not want there to be any confusion or interpretation issues by various stakeholders on the definitions of *abutting* versus *not abutting*. She also wanted the resolution's definitions to be clear to avoid confusion, etc.

Motion:
Member Moscoso moved to postpone Council's consideration of Consent Agenda Item No. E and Resolution No. 07-2026 to the regular City Council meeting on April 14, 2026.

City Attorney Treasure clarified the purpose of Member Moscoso's motion was to have the City Attorney update the draft resolution based on the Council's discussion to define the definition of *abutting*, change *who* determined whether an individual was a party intervenor by shifting the responsibility from Community Development to the City Attorney, etc. The City Attorney also confirmed Council was agreeable to place this item under Consent Agenda at the next regular City Council meeting agenda of April 14, 2026.

Vice-Mayor Cole seconded the motion and it carried unanimously.

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ORDINANCES – SECOND READING, PUBLIC HEARING AND RELATED ACTION – None.

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ORDINANCES - FIRST READING

Ordinance No. 6-2026 - Live Local Ordinance - Withdrawn from the City Council agenda by staff.

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Rezoning (REZ) Application No. 8-2025 - 317 Oleander Place – The request was to conduct the first reading of Ordinance No. 7-2026 for Rezoning (REZ) Application No. 8-2025.

Community Development Director Brad Parrish read Ordinance No. 7-2026 - AN ORDINANCE AMENDING ORDINANCE NO. 5-1993 OF THE CITY OF TITUSVILLE, FLORIDA, BY

AMENDING THE ZONING MAP MADE A PART OF SAID ORDINANCE BY REFERENCE BY CHANGING THE ZONING DISTRICT ON PROPERTY LOCATED AT 317 OLEANDER PLACE FROM THE INDIAN RIVER CITY NEIGHBORHOOD - COMMERCIAL (IRCN-C) ZONING DISTRICT TO THE INDIAN RIVER CITY NEIGHBORHOOD – RESIDENTIAL (IRCN-R) ZONING DISTRICT ON 0.18+/- ACRES OF PROPERTY; HAVING PARCEL ID NO. 22-35-22-03-10-5; PROVIDING FOR SEVERABILITY; REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE, for the first time by title only.

City Attorney Treasure reviewed the *Quasi-Judicial Rules of Procedure* with the City Council.

Two individuals submitted public speaking cards.

Stan Johnston waived his right to speak.

Keith Edwards felt that Council needed to be cautious when considering the proposed rezoning, due to concerns for overall failing or aging infrastructure and planning for the future, population needs, coming up with solutions to offset future problems, etc.

There was no additional discussion. The second reading and the public hearing of Ordinance No. 7-2026 was scheduled for the regular City Council meeting on April 14, 2026.

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OLD BUSINESS

Proposed Updated Council Chamber Meeting Guidelines – The request was to approve the proposed, updated, *Council Chamber Meeting Guidelines.*

Two individuals submitted public speaking cards.

Toni Shifalo reviewed prior approved versions of the *Guidelines*. She believed the reason changes were being made at present was to offset the meeting's activities from becoming a circus to which she held up signage to support her remarks. She also felt there was mixed communication on when signs should be in the back of the room versus when they could be held or displayed during a speaker's comments, etc. Ms. Shifalo did not support the proposed changes.

Stan Johnston held up a sign to support his remarks and concerns on the seriousness that he felt these matters were related to the Constitution and freedom of speech, inconsistent application on meeting procedures, having freedoms not enjoyed elsewhere in the world, being displeased with individual staff and four of five Councilmembers, etc.

Council discussion ensued.

Member Nelson asked who determined whether "something" (a subject) was relevant or not. Her opinion was that the Mayor should make the initial determination or whoever was running the meeting. The board chairperson would determine whether something was relevant for other

boards. Then, if the rest of Council (or the board) disagreed, then it would become a vote before the board, for the purpose of making it clear.

Member Nelson also commented on the usefulness of having all the rules on one document, so that individuals did not have to reference many, prior, individual policies adopted over time. She also liked the proposed *Guidelines*.

City Attorney Treasure commented on prior directives from Council and the scope of work related to amending and drafting the updated, proposed *Guidelines*.

Member Nelson further commented on signs. She advised that she could become distracted by individuals waving signs around (from audience indicated), while other members of the public and citizens addressed Council. She felt it was important to carefully listen to speakers' comments and requests. Signs should also relate to the topic at hand. It was also important to keep order, decorum, and be respectful to others.

Member Moscoso and City Attorney Treasure discussed her questions on whether residents or the public could hold signs if they were not speaking (not addressing Council), to which the City Attorney discussed. Council could also change the *Guidelines*. Member Moscoso would be okay with an individual in the audience holding or holding up a little sign, as long as it was not distracting or blocking someone's view. Member Moscoso was also okay with restricting the size of signs in the *Guidelines*, as long as a sign(s) was not distracting or blocking someone's view.

Mayor Connors desired the rules to be clear and to avoid having a "hodgepodge" of rules. He hoped City Council could agree on new *Guidelines* that would facilitate business being conducted in the Council Chamber.

Motion:
Member Nelson moved to approve the updated *Council Chamber Meeting Guidelines*, as recommended. Vice-Mayor Cole seconded the motion.

Member Moscoso asked if the maker of the motion would be open to a friendly amendment to allow small signs. Member Nelson declined, due to enforcement would be difficult.

An amended motion was forthcoming.

City Attorney Treasure requested clarification if Member Nelson intended to approve the *Council Chamber Meeting Guidelines*, as modified, to include that the Mayor or the Chairperson would make the determination regarding what was related, implied to specifically address that the Mayor or Chairperson would determine whether a speaker's sign or placard was on topic and related to a particular item being discussed. Member Nelson stated, "yes" and she agreed to amend the motion on the floor to approve the updated *Council Chamber Meeting Guidelines*, as clarified by the City Attorney.

Vice-Mayor Cole's second held and the roll call vote on the amended motion was:

Mayor Connors	Yes
Vice-Mayor Cole	Yes
Member Stoeckel	Yes
Member Moscoso	No
Member Nelson	Yes

The motion was approved by a vote of 4-yes to 1-no, with Member Moscoso in objection.

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NEW BUSINESS – None.

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PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT (NON-AGENDA ITEMS) – None.

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MAYOR AND COUNCIL REPORTS –

Mayor's Report – Mayor Connors deferred to the other Councilmembers to provide their individual (verbal) reports before he reviewed his own.

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Council Reports -

With the exception of Mayor Connors, the other Council Members did not provide individual reports. To this, Mayor Connors advised that he desired reviewing the City's Planned Industrial Development (PID) zoning regulations and ways to accommodate research and development (R&D) companies involved in the aerospace industry. He requested Council's consideration of this matter, as discussed.

Stan Johnston submitted a public speaking card. One thing with manufacturing, these businesses needed water and water flowed down into sewers. His concern was about any chemicals that may get into the sewer system, as well as any caustic chemicals that may illegally escape from a business.

Motion:
Member Stoeckel moved to approve advisability for the City Manager and staff to review the City's Planned Industrial Development (PID) zoning regulations and ways to make the regulations more friendly or possible for aerospace industry and/or businesses to be able to develop in the PID zoning district areas. Vice-Mayor Cole seconded the motion and the roll call vote was:

Vice-Mayor Cole	Yes

Member Stoeckel	Yes
Member Moscoso	Yes
Member Nelson	Yes
Mayor Connors	Yes

The motion carried unanimously.

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CITY MANAGER'S REPORT

City Manager's Report - City Manager Abbate provided his written report. There was one action item for the Council's consideration.

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City Council Off-Site Proposal – Council direction was sought on the next step for a City Council strategic planning session for Fiscal Year (FY) 2027.

Council deferred acting on scheduling a date for a proposed outside consultant to facilitate a City Council strategic planning discussion or retreat, as part of the next step in the Fiscal Year (FY) 2027 Strategic Planning Cycle. Council requested the City Manager report back with more meeting date options the consultant might have or provide during May 2026, with emphasis on whether the consultant was available on May 2, 2026. Once a date was selected, the strategic planning meeting would be held in compliance with *Florida Statutes* and *Sunshine* Laws governing public meeting requirements.

Stan Johnston waived his right to speak. He desired speaking on the matter when the subject came back before Council.

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The remaining items in the City Manager's Report were informational only purposes.

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CITY ATTORNEY'S REPORT

City Attorney's travel for training conferences - No action was requested. City Attorney Treasure briefly highlighted the purpose of the informational agenda item.

xxx

Request for Informal Mediation pursuant to Florida Statutes Section 163.3181(4) - No action was requested. City Attorney Treasure highlighted the purpose of the informational item. Her written report provided that on February 10, 2026, the City Council heard a request from Toulon

Apartments MS, LLC, ("Applicant") for approval of an application for a transmittal to be sent to the State of Florida to consider a Comprehensive Plan amendment to property located at 2150 Country Club Drive, Titusville, FL 32780. The State of Florida required any comprehensive plan amendment request, which was larger than 50 acres, to be transmitted to the State for review by any relevant state agencies pursuant to *Florida Statutes*, Chapter 163.3184. The City Council denied the Applicant's request and a Final Order of Denial of the Comprehensive Plan Amendment Application No. 2-2025, was rendered on March 2, 2026.

Subsequently, on March 9, 2026, the Applicant sent a Request for Informal Mediation, regarding the denial letter, pursuant to *Florida Statutes*, section 163.3181(4), which provided in pertinent part:

> *If a local government denies an owner's request for an amendment to the comprehensive plan which is applicable to the property of the owner, the local government must afford an opportunity to the owner for informal mediation or other alternative dispute resolution. The costs of the mediation or other alternative dispute resolution shall be borne equally by the local government and the owner. If the owner requests mediation, the time for bringing a judicial action is tolled until the completion of the mediation or 120 days, whichever is earlier*. F.S. 163.3181(4).

The applicant, by and through their attorney and the City Attorney's Office, would coordinate the informal mediation framework and process as *Florida Statutes*, section 163.3181(4) contained no specific authority requirements for participation and provided minimal procedural guidelines beyond basic mediation opportunity. If informal mediation produced any agreement, such agreement was subject to the approval and ratification of the City Council to become in effect and binding.

Five individuals submitted public speaking cards.

Bryan Yarnell, a representative of the Association of Fairways at Royal Oak, who was also an attorney, highlighted *Florida Statutes* (F.S.) 163.3181, which he advised encouraged public participation. He further commented on there was no definition for *informal* mediation or alternative dispute resolution, this was not judicial mediation, it was not confidential under F.S. Chapter 44, Zoom or internet meeting technology could also be used for the informal mediation and allow individuals to watch. Additionally, Mr. Yarnell supported the suggestion to complete the small area study prior to mediation. Regarding informal mediation, the landowner and the government must participate. The law did not specify others. To this, Mr. Yarnell supported others having viewing participation access as a way to participate.

Seth Adams read from a prepared statement that discussed the Planning and Zoning Commission and City Council's firm and clear decisions made on the applicant's Comprehensive Plan amendment application. The property owners in the area of the old Royal Oak Golf Course property were not resistant to growth; however, they were not abstract stakeholders, but instead they were responsible taxpayers raising families with the belief their community would be protected through thoughtful planning and responsible decision making, etc. Concerns such density, traffic, environmental impacts, and compatibility had been raised repeatedly to the

developer's attention. Mr. Adams further commented and requested the City Council to stay on the course, maintain the community's trust, etc.

Vickie Conklin commented on the community's desire for public participation in informal mediation and allowing the citizens to participate to the fullest extent possible, as well as giving notice or sending advance post card notices to property owners whose rights may be affected. She advised there were 540 units adjacent to the applicant's property. They were key stakeholders. Ms. Conklin also commented on avoiding the perception or optics of what could look like negotiation behind closed doors, if the public were not allowed to participate in informal mediation. It was a matter of transparency, too, etc.

Kathleen O'Rourke desired allowing public participation, conversation, and not diminishing the citizens' desire to participate. She continued by reading from a prepared statement to support her request. She was also pleased to hear there was a desire to complete the small area study first.

Stan Johnston briefly held up a soft cover publication (title or content unclear), which per Mr. Johnston indicated an individual was wrong about their opinion that the golf course's property owner was responsible for the maintenance of the storm sewers and other drainage improvements. He recalled during his career and roughly beginning in 1970 that no subdivision project would have drainage dedicated to a homeowner's association(s). Back then, there were no homeowner associations that were responsible for retention ponds---not for a long time. Royal Oak also began under the jurisdiction of Brevard County. There was also no St. Johns Water Management District (SJWMD) back then. For this reason, it was false to say the golf course property owner was responsible for the replacement of metal pipes, etc.

Council discussion briefly ensued with City Attorney Treasure on the following:

- Case law had not been identified yet as a process guide for informal mediation
- The scope of the applicant's request was made under a particular statute and not F.S. Chapter 70 that was more specific
- The City Attorney had substantive experience with mediations
- There would be no binding agreement
- Perception that the applicant was making a request for informal mediation as the step required before filing a lawsuit
- Whether there were any reasons to allow or not allow the public to be present
- Whether it was limited to the parties
- *Florida Statutes* were silent on public participation and did not say the public could be there
- Whether other cities had handled similar scenarios or informal mediation
- The City Attorney would write a legal memo on this matter and in response to this agenda item

No further discussion.

xxx

With no further business to discuss, the meeting adjourned at 9:30 p.m.

_____
Andrew Connors, Mayor

ATTEST:

_____
Wanda F. Wells, City Clerk

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Student Advisory Council Annual Report**

Department/Office: City Clerk

Recommended Action:
The 2025/2026 Student Advisory Council Annual Report, including the recommendations and goals for 2026/2027 will be presented. No action is requested.

Summary Explanation & Background:
Per Resolution No. 5-2023, the Student Advisory Council must annually provide a report to City Council during April that discusses issues and which presents solutions. The Student Advisory Council will also provide recommendations to their 2026/2027 successors.

Alternatives:
Provide other guidance or recommendations.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

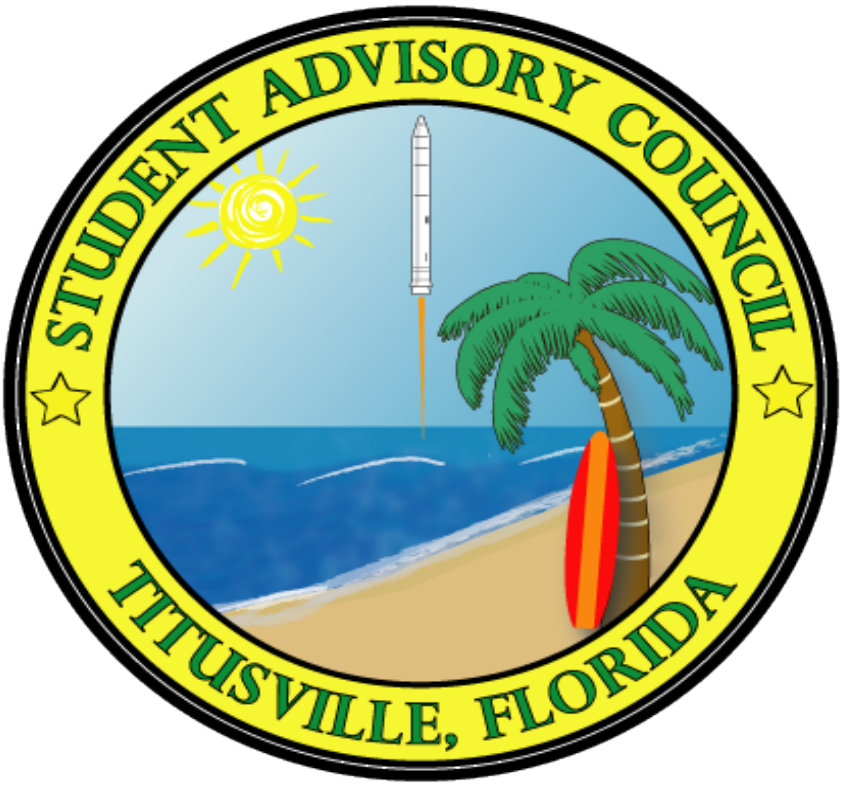
Strategic Plan Impact:

ATTACHMENTS:
1. 2025-2026_Annual_Report

2025/2026

Student Advisory Council

Annual Report



Student Advisory Council logo designed during 2012/2013.

To: City Manager Thomas Abbate

From: 2025/2026 Student Advisory Council

Date: April 2026

The 2025/2026 Student Advisory Council (S.A.C.) expresses its appreciation to Mayor Andrew Connors, Vice-Mayor Herman Cole, Jr. Col USAF Retired, and Council Members Jo Lynn Nelson, Megan Moscoso, and Dr. Sarah Stoeckel for their continued support and encouragement. We also express our appreciation to the City Manager Tom Abbate, Astronaut High School Advisor Morgan Smith, Academic Community Enrichment, Inc. Advisor Missy Johnson, Titusville High School Advisor Kathleen Rios, City Staff Liaison Emily Campbell, and other City staff that provided our Council with guidance in its decision-making process.

The 2025/2026 Student Advisory Council (S.A.C.) members include:

Astronaut High School: Senior and Co-Chair Peyton Redfern, junior and Vice-Chair Sydney Lelle, sophomore member Luke Donhoff and freshman member Kylie Miller.

Academic Community Enrichment: Junior and Secretary Christa Sims, sophomore member Trinity Johnson and freshman member Jackie Willis.

Titusville High School: Senior and Co-Chair Cadyn Fiebig, junior member Grace Barraza, sophomore member Ava Sperr, freshman Member David Speeler.

Background Information. In accordance with Resolution No. 5-2023, the Student Advisory Council is to discuss, research, and prioritize two to four concerns or issues to be presented annually to City Council, with proposed solutions for further discussion or action. The mission of the Student Advisory Council is to encourage involvement of young people in community affairs and create an awareness of their rights and responsibilities as citizens of Titusville. This year, the Council held ten regular meetings and one special meeting.

Body of Report. During 2025/2026, our Council undertook the planning of the following projects for the following term.

1. Feeding the Community
2. Hosted the Mock City Council on April 1, 2025.

Written by: Sydney Lelle

Serving Our Community

December 29, 2025

This past December, the Titusville Student Advisory Council took part in one of its most meaningful initiatives of the year, a volunteer opportunity with Under the Bridge Ministries to serve meals to members of the community experiencing homelessness and hardship. Under the Bridge Ministries is a Titusville based organization founded by Curtis and Tracy Wright, rooted in a simple but powerful mission: to provide meals, supplies, and hope to those who need it most. Every Monday evening, the ministry gathers at the A. Max Brewer Bridge to share a home-cooked meal and a sense of belonging with the homeless, hurting, and in need within the community.

The Student Advisory Council was proud to stand alongside that mission. Members Grace Barraza, Christa Sims, David Speeler, Kylie Miller, and fellow volunteers showed up with open hearts to help serve food, and be a present and caring part of the evening. For many of the students involved, it was a reminder that service does not require grand gestures. Sometimes it simply means showing up, and making sure people feel seen. The impact of this event went both ways. For the community members who served that evening, it meant a warm meal and a reminder that their neighbors, even the youngest ones, care about them. For the students, it was an experience that stuck, one that brought them closer to their city and to each other. Community service has always been at the core of the Student Advisory Council's mission, and this December initiative stands as a reflection of that commitment. The council looks forward to continuing to find meaningful ways to give back, to partner with the incredible organizations already doing this work in Titusville, and to demonstrate that the next generation of this city's leaders are ready to serve.

Written by: Grace Barraza

Hosted a Youth Leadership Seminar
March 12, 2026

On Thursday, March 12th, 2026, at Parrish Medical Center in Titusville, students from Academic Community Enrichment (ACE), Titusville High School, and Astronaut High School attended the Youth Leadership Seminar planned by Titusville's Student Advisory Council. At 8:30 a.m., Vice-Chairperson Sydney Lelle, Astronaut's 11th grade representative, started off our morning by introducing the Student Advisory Council, the High School Advisors, and acknowledging those who helped to bring the leadership seminar to fruition, following the Pledge of Allegiance. After Grace Barraza set some important guidelines for the day, Ava Sperr initiated the Ice Breaker, in which multiple teams of students had to work together to create the tallest spaghetti and marshmallow tower that would stand on its own. Thereafter, an inspiring TED Talk performed by Ms. Michelle Lucas, who founded Higher Orbits, and has worked within NASA's Johnson Space Center for over a decade, was played for the attending students, as Ms. Lucas sadly could not be there in person due to conflicting schedules. After a short break, Kylie Miller introduced Ms. Lily Galleo, who put a great deal of time and work into lending her help to us for the seminar, and Ms. Galleo opened for the main activities of the day. Trust Walk and Silent Shapes—two games meant to allow students to rely on each other, bring traits of leadership to light, and teach leadership. Facilitated by the Student Advisory Council, the students switched between the activities, allowing everyone present to experience what both activities had to offer. Mayor Connors not only took time out of his day to view the leadership seminar in person, but he also took the time to give the attending students a rousing, inspiring speech on leadership.

After lunch, in which the students from different schools were given the opportunity to socialize and get to know each other, we reconvened for our next guest speaker—Titusville's very own Dan Diesel, introduced by Kylie Miller. He not only spoke of leadership and the qualities of leadership but involved the students in an engaging activity to truly encourage critical thinking in everyone. Thereafter, we began our final activity for the day—the time travel activity, and this was aimed to give every student a good look at where we were in our youth five years back in time, and try to link that version of ourselves directly with who we are today, and see that correlation. This activity gave us all the chance to mentor our younger self, and then we split off into groups of students who had similar goals, similar outcomes that they wanted in life. This was the deep-thinking activity, where we really had to delve into the past and realize some very important factors in who we are today, and the world that we want to create and see flourish in the years to come, because the students, we are the future, of the Space Coast, of Titusville, of the United States, of the world. Everybody who is growing up in this day and age, we will usher in the next age. And so that activity was highly vital, so that all the attending students could go through that reflection on their past, present, and future.

We finished the seminar out by thanking Ms. Lily Galleo for the time and effort that she put into the seminar, into helping the Student Advisory Council as she did, something we are incredibly grateful for, as it could not have been done, especially to that standard without her. The Student Advisory Council considers the Youth Leadership Seminar to have been a great success, and looks forward to the next one.

Thank you.

Mayor Andrew Connors speaking with students at the SAC Leadership Seminar

Previous Mayor Dan Diesel speaking with students at the SAC Leadership Seminar.

Written by: Trinity Johnson

Summary

The Student Advisory Council expresses its gratitude towards the City Council, the City of Titusville, and its employees who have assisted the Council. We could not continue our service without their support.

The Student Advisory Council voted earlier this spring on the goals we wanted next year's council to work towards.

As prescribed by *City of Titusville Resolution No. 5-2023*, the Student Advisory Council must discuss and prioritize two to four concerns or issues each year. For this reason, this year's Student Advisory Council suggests the following goals be forwarded to the 2026/2027 Student Advisory Council for their consideration and implementation.

1. Serving the Community with Under the Bridge Ministries
2. Mock City Council
3. Assist Titusville Police Department with bike give away

Once again, we wish to thank everyone for their support during the 2025/2026 term. We wish next year's Council much success.

Achieving our goals through TEAMWORK

Written by: Kylie Miller

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Student Advisory Council Scholarships**

Department/Office: City Clerk

Recommended Action:

Mayor Andrew Connors will present scholarships to two (2) seniors: Peyton Redfern of Astronaut High School and Cadyn Fiebig of Titusville High School who have participated on the Student Advisory Council. No action is requested.

Summary Explanation & Background:

On December 9, 2008, City Council authorized and directed staff to implement and prepare a scholarship policy for the students that actively participate on the Titusville Student Advisory Council. City Council approved the Student Advisory Council Scholarship Award Policy on March 10, 2009. The policy was subsequently updated for various reasons in 2014, 2017, 2019, and 2020.

The Scholarship Award Policy provides for City Council to present a scholarship in the amount of $250 for each year a student actively participates on the Titusville Student Advisory Council, which requires at least seventy-five percent attendance of meetings each year by the student. The maximum cost is $3,000 per year with a total scholarship not to exceed $1,000 per member. Scholarships are awarded to the board's graduating seniors during the same meeting in which the Titusville Student Advisory Council presents their annual report to City Council in April of each year.

In accordance with this policy and at the March 10, 2026, City Council meeting, Council approved an expenditure not to exceed $1,250 and directed staff to forward pending disbursement forms to the City Manager and the Finance Department for preparation of the scholarship checks.

In 2025/2026, two (2) seniors qualified for a scholarship, in accordance with the Scholarship Award Policy guidelines. The recipients of this year's scholarships include:
Cadyn Fiebig of Titusville High School; $750 award
Peyton Redfern of Astronaut High School; $500 award

Congratulations, seniors and thank you for your service to the community!

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:
None

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **2026/2027 Student Advisory Council Membership Appointments**

Department/Office: City Clerk

Recommended Action:

Confirm the proposed slate of students as members of the 2026/2027 Student Advisory Council as appointed by their respective schools.

Summary Explanation & Background:

Per Resolution No. 5-2023, the Titusville Student Advisory Council is comprised as followed: four (4) students appointed from Astronaut High School, four (4) from Titusville High School, and four (4) from the Academic Community Enrichment, Inc. (Association). Each high school will select and appoint one student for each academic grade level (9th, 10th, 11th, and 12th grades).

In accordance with the duties within Resolution No. 5-2023, the members annually prioritize two to four "youth-related" issues with possible solutions and present them to City Council in April. The Student Advisory Council meets the third Tuesday of the month between the hours of 4:00 p.m. and 6:00 p.m. at City Hall, in the Council Chambers, 555 South Washington Avenue, and work toward successfully completing the identified issues throughout the school year.

It is recommended that the proposed slate of students be confirmed and appointed to the 2026/2027 Student Advisory Council, as selected and appointed by their respective schools and in accordance with Resolution No. 5-2023, as followed:

Astronaut High School
12th grade: Sydney Lelle
11th grade: Luke Donhoff
10th grade: Kylie Miller
9th grade: Emma Manning

Titusville High School
12th grade: Grace Barraza
11th grade: Ava Sperr

10th grade: David Speeler
9th grade: (The 9th grade nomination is pending from Titusville High School. Once received, staff will schedule on an upcoming City Council agenda for formal confirmation.)

Academic Community Enrichment, Inc. (Association)
12th grade: Christa Sims
11th grade: Trinity Johnson
10th grade: Jackie Willis
9th grade: (The 9th grade nomination is pending from Academic Community Enrichment, Inc. (Association). Once received, staff will schedule on an upcoming City Council agenda for formal confirmation.)

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:
None

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Economic Development Board of Directors**

Department/Office: City Clerk

Recommended Action:

Appoint five qualified members by a majority vote from applicants received by the City Clerk's Office. In addition, appoint two qualified members collectively from the nominations received from the Chamber of Commerce. Four members shall be appointed with terms to expire on April 30, 2029 and three members shall be appointed with terms to expire on April 30, 2028.

Summary Explanation & Background:

The Board shall consist of seven (7) Directors. The City Council shall appoint by a majority vote five (5) qualified directors from a pool of applicants received by the City Clerk’s Office. The Titusville Area Chamber of Commerce shall nominate not fewer than five (5) qualified candidates. The City Council shall collectively appoint two (2) Directors from the Chamber’s nomination list. All candidates must reside within Brevard County Commissioner District 1 (District 1). Qualified candidates shall possess substantial industry experience or expertise in fields such as economic development, business management, finance, real estate, engineering, workforce development, logistics, and entrepreneurship.

The Board shall develop and implement a long-term strategy with a phased plan to create a publicly funded economic development organization that will transition to a self-sustained, privately funded organization. The Board shall manage the long-term economic development strategic plan, aligning its work with the Titusville City Council priorities, market conditions, industry trends, and economic resiliency needs. The strategic plan shall include goals, performance metrics, benchmarks, implementation phases, and annual reporting requirements.

The City of Titusville advertised on the City's website, government television, bulletin boards, and social media. The following applications were received by the City:

Edna Wilson, Sean Hollis, Dan Aton, Stanley (Stan) Retz, Bartholomew (Bart) Gaetjens and Robert Jordan.

In addition, the Titusville Chamber of Commerce nominated not fewer than five qualified candidates. The City Council shall collectively appoint two Directors from the Chambers nomination list. The Titusville Chamber of Commerce provided three applications that were received by their office. After thoughtful consideration, the Chamber recommended Kyle Bradfield and Amer Hatoum. The following applications were received by the Chamber:

Kyle Bradfield, Amer Hatoum and Tanya Hudson.

At the first appointment meeting, each of the first four (4) appointments shall serve three (3) years. The terms of the remaining three (3) appointments and all future appointees shall be for a period of two (2) years. The City Council shall fill any vacancy occurring on the Commission by appointment and such appointment shall be for the unexpired term of the vacancy.

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Resolution No. 1-2026
2. Gaetjens, Bathrolomew (Bart), (EDR) (Non Resident)
3. Retz, Stanley (Stan) Board Application (EDR) (Non Resident)
4. Aton, Dan Board Application (EDR)
5. Hollis, Sean Board Application (EDR)
6. Wilson, Edna Board Application (EDR)
7. Jordan, Robert (EDR) Board Application
8. Chamber letter
9. Hatoum, Amer Chamber Application (EDR)
10. Hudson, Tanya Chamber Application (EDR)
11. Bradfield, Kyle Chamber Application (EDR)

RESOLUTION NO. 1-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA, ESTABLISHING THE CITY'S ECONOMIC DEVELOPMENT BOARD OF DIRECTORS; DEFINING THE ROLES OF THE EXECUTIVE DIRECTOR, ADMINISTRATIVE SUPPORT, LEGAL COUNSEL, AND ADVISORY COMMITTEES; ESTABLISHING THE BOARD'S LONG-TERM STRATEGIC AND FINANCIAL AUTHORITIES; APPROVING THE PROCESS FOR THE APPOINTMENT OF DIRECTORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Titusville finds that economic development is essential to the long-term prosperity, sustainability, and quality of life of the community; and

WHEREAS, in response to the dissolution of the North Brevard Economic Development Zone, the City Council finds that an Economic Development Board of Directors is necessary to guide, coordinate, and support the City's economic development efforts; and

WHEREAS, in response to decreased State funded Economic Development Incentives, the dissolution of Enterprise Florida, and increased competition with competing markets; and

WHEREAS, the City Council desires to establish an Economic Development Board of Directors for purposes of advising the City Council on economic development matters and establish an Executive Director to manage programs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA, AS FOLLOWS:

Section 1. That the City of Titusville Economic Development Board of Directors is hereby established. The Board shall consist of seven (7) Directors. The City Council shall appoint by a majority vote Five (5) qualified Directors from a pool of applicants received through an advertisement with the City Clerk . The Titusville Area Chamber of Commerce shall nominate not fewer than five (5) qualified candidates. The City Council shall collectively appoint two (2) Directors from the Chamber's nomination list. All candidates must reside within Brevard County Commissioner District 1 (District 1). Qualified candidates shall possess substantial experience or expertise in fields such as economic development, business management, finance, real estate, engineering, workforce development, logistics, and entrepreneurship.

Section 2. At the first appointment meeting, each of the first four (4) appointments shall serve three (3) years. The terms of the remaining three (3) appointments and all future appointees shall be for a period of two (2) years. The City Council shall fill any vacancy occurring on the Commission by appointment and such appointment shall be for the unexpired term of the vacancy.

Section 3. The Board shall adopt by-laws and governing procedures, including but not limited to the date and time of regular meetings, notice procedures, rules or order, penalties for non-attendance or disorderly conduct of its members, and a quorum.

Section 4. The City Manager shall appoint an Executive Director with experience in economic development, business management, finance, real estate, engineering, workforce

development, logistics, or entrepreneurship. The Executive Director shall be supported by administrative staff, as needed. The Executive Director shall implement Board policy, manage daily operations, serve as the primary economic-development liaison, and manage economic development programs.

Section 5. The Executive Director may utilize specialized outside legal counsel, retained on an as-needed basis, to support economic-development transactions, incentive agreements, governance compliance, and related matters; provided, however, that the Executive Director shall consult with the City Attorney prior to seeking or retaining outside legal counsel for any matter.

Section 6. The Board may establish advisory committees specific to the mission, including but not limited to an Aerospace and Logistics Advisory Committee, a Small Business and Entrepreneurship Advisory Committee, or other advisory committees as needed to provide technical input, stakeholder feedback, and industry-specific recommendations to the Board.

Section 7. The Board shall develop and implement a long-term strategy with a phased plan to create a publicly funded economic development organization that will transition to a self-sustained, privately funded organization. The Board shall manage the long-term economic-development strategic plan, aligning its work with the Titusville City Council priorities, market conditions, industry trends, and economic resiliency needs. The strategic plan shall include goals, performance metrics, benchmarks, implementation phases, and annual reporting requirements.

Section 8. The Board is authorized to recommend the use, allocation, and appropriation of funds designated for economic-development activities, including seed funds, grants, loan programs, sponsorships, and private cost-share arrangements. All proposed expenditures shall be subject to City Council approval through the annual budget process or other applicable fiscal mechanisms. The Board shall operate with transparency, accountability, conflict-of-interest standards, independent audits, and annual reporting to the City Council.

Section 9. Severability. If any portion of this Resolution is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 10. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED, this 29th **day of** January **2026.**

TITUSVILLE, FLORIDA FOUNDED 1867

Andrew Connors, Mayor

ATTEST:

Wanda F Wells

Wanda F. Wells, City Clerk

CC:
Nicholas Gow
Laurie Dargie
Brad Parrish
Wanda Wells

RECEIVED APR 02 2026

CITY OF TITUSVILLE
BOARDS AND COMMISSIONS
APPLICANT INFORMATION FORM

Please type, if possible (or print clearly) **Date**: March 30, 2026

Legal Name: Gaetjens, Bartholomew (Bart), W.

Address: Home: 1535 Mallard Court, Titusville, Fl. Zip Code: 32796

Business: Retired N/A

Telephone: Home: 321-264-2250 Business: N/A Cell: 321-863-8875

Email Address: Mallard1535@gmail.com

Employer: Retired from FPL

Position/Occupation: Retired as an FPL External Affairs Manager How Long: 40 year career

Board(s) and Commission(s) Preferred (Please rank in order of preference):

1. First Choice: Economic Development Commission

2. Second Choice: _____

3. Third Choice: _____

Note: Please complete the attached supplemental applications.

Why do you desire to serve on the Board(s) indicated on your application?

To assist the City of Titusville staff and elected officials in making decisions regarding allocating economic development incentives for companies looking to expand and relocate to the City of Titusville. *Ultimately the goal is to make Titusville an even better place in which to work, live and play for everyone.*

Education: Post-secondary educational institutions attended:

Florida State University, Tallahassee, Fl., Bachelor of Science, Business Management

Professional Licenses or Certificates Held:

- Six sigma, green belt certification
- LEAD Brevard graduate

Community Involvement:

- Brevard Nature Alliance, past member and chair
- Civilian Military (CivMil) Relations, past board member and current member
- Economic Development Commission of Florida's Space Coast, past board member and chair
- Florida Association of Counties, past member
- Florida League of Cities, past member
- Indian River County Chamber of Commerce, past board of directors
- Junior Achievement Space Coast, past board of directors
- LEAD Brevard, past board of directors
- Manufacturers Association of Florida's Space Coast, past member
- Manufacturing Association of Florida (statewide), past board member
- Melbourne Chamber of Commerce, past board of directors
- North Brevard Economic Development Zone, past board of directors and chair
- Space Coast Economic Development Commission, past member
- Space Coast League of Cities, past member
- Titusville Chamber of Commerce, past board of directors and chair
- United Way of the Space Coast, current board of director's member and past chair
- YMCA of Titusville, past board member

- **Are you a member or participant of any community organizations? ☐ Yes ☑ No If yes, please provide details.**

- Brevard Children's Service Council, past committee and board of directors (Governor Scott and Brevard County Commission appointment)
- Brevard County Blue Ribbon Transportation committee, member

Interests/Activities: Basketball, recreational boating, hiking

Personal/Professional References:

Michele Murrell

9001 Ellis Road, Melbourne, Fl. 32904

321-726-4955

Don Kiselewski

700 Universe Blvd., Fl. 33408

561=379-6064

Potential Conflict of Interest:

Do you have or hold any employment or contractual relationship with any business or any agency which is subject to regulation of or is doing business with the City of Titusville?

☐ Yes ☑ No (If Yes, please provide details below)

None

Do you have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between your private interests and the performance of your public duties on the board/commission or that would impede the full and faithful discharge of your public duties? ☐ Yes ☑ No (If Yes, please provide details below)

None

Note: A resume or separate sheet with additional information may be included as part of your application.

Please answer the following questions:

1. Are you a City of Titusville Resident (Live in the City Limits)? ☐ Yes ☑ No (Staff verified E.C.) Brevard county

2. How long have you lived in the City of Titusville (City Limits)? E.C. Years

3. Are you a Registered Voter? ☑ Yes ☐ No (Staff verified EC.) If yes, provide Registration Number:101030847

Date of Registration: 7-2-1990

4. Are you currently serving on a City Board? ☐ Yes ☑ No

5. Have you ever served on a City Board? ☑ Yes ☐ No

If yes, which Board and when? North Brevard Economic Development Zone

6. Do you feel you have adequate time to devote ☑ Yes ☐ No to this board/commission membership?

7. Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. □ Yes □ No

If you answered Yes to Question No. 7, have your civil rights been restored? □ Yes □ No

8. Are you part of a protected class that requires your personal information to be redacted from public view? □ Yes □ No

APPLICANT CERTIFICATION

By placing my signature below, I do hereby acknowledge that I understand the following:

1. This Applicant Information Form, when completed and filed with the City Clerk's Office, is a PUBLIC RECORD under Chapter 119, *Florida Statutes*, and, therefore, is open to public inspection by any person.
2. As an applicant, I am responsible for keeping the information on this form current and that any changes or updates to this form can be made by calling, faxing, writing, or visiting the City Clerk's Office.
3. As an applicant, I am aware that City and State law requires that members of certain boards file a detailed financial disclosure form.
4. The information provided on this form is true and consent is hereby given the City Council or its designated representative to verify any and/or all information provided.
5. The City Council requests all applicants be present at the City Council meeting for Council's consideration of the application for appointment.
6. If appointed to a board, committee, or commission, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices and Florida Sunshine Law (Florida Statutes).
7. I acknowledge and understand that if I am selected as a member of a board, commission, or committee, any written communications in any format will be a public record.
8. This application is effective for ONE YEAR from the date of receipt by the City Clerk's Office.

9. Under the provisions of Section 2-52 of the Code of Ordinances, "*Persons wishing to be considered for appointments shall file with the City Clerk's Office a statement of their interest and comply with Section 2-51, no later than five (5) days prior to the meeting at which the appointment is scheduled. The time limit in this subsection may be waived when a position on a board or commission has been open or available for appointment for a period of fifteen (15) days and there is only one (1) applicant for the position*".

3-30-26 _____
Date Signed **Applicant's Signature**

City Clerk's Office Use Only:

Date Application Received: 4/2/26

Receipt Acknowledged By: E. Campbell

Economic Development Board of Directors

Supplemental Application

Name of Applicant: Bartholomew "Bart" W. Gaetjens Date: March 30, 2026

If you wish to serve on the Economic Development Board of Directors, please mark the following that apply to your experience/expertise:

- ☑ **Substantial industry experience or expertise in Economic Development**
- ☑ **Substantial industry experience or expertise in Business Management**
- ☑ **Substantial industry experience or expertise in Finance**
- ☑ **Substantial industry experience or expertise in Real Estate**
- ☑ **Substantial industry experience or expertise in Engineering**
- ☑ **Substantial industry experience or expertise in Workforce Development**
- ☑ **Substantial industry experience or expertise in Logistics**
- ☑ **Substantial industry experience or expertise in Entrepreneurship**

Experience/Expertise:

FPL Commercial/IndustrialAccount Manager

FPL External Affairs Manager

Economic Development Commission of Florida's Space Coast Board of Directors member

Economic Development Commission of Florida's Space Coast Executive Board of Directors

Economic Development Commission of Florida's Space Coast Chair, Board of Directors

North Brevard Economic Development Zone member (appointed- City of Titusville)

North Brevard Economic Development Zone Chair, Board of Directors

Space Coast Economic Development Commission member

Bartholomew "Bart" Gaetjens

(321) 863-8875 mallard1535@gmail.com Titusville, Fl. 32796

Retired External Affairs Manager with four decades at Florida Power & Light, adept in project management and exceptional communication skills. Spearheaded solar development projects and enhanced brand visibility, while excelling in governmental liaison roles and community engagement. Proven track record in problem-solving and multitasking, contributing to significant operational improvements.

SKILLS

- Professional Demeanor
- Multitasking Abilities
- Project Management
- Communication Skills
- Problem-Solving
- Community Presentations

EXPERIENCE

EXTERNAL AFFAIRS MANAGER **Melbourne, FL**
Florida Power & Light *January 2015 - August 2022*

- Governmental liaison to local elected officials in Brevard & Indian River County.
- Coordinated storm restoration with Emergency Operations Center officials and leaders.
- Served on numerous boards in a leadership capacity.
- Responsible for promoting and enhancing the company brand.
- Project management- numerous solar development projects, transmission and substation locations.

ACCOUNT MANAGER **Melbourne, FL**
Florida Power & Light *March 2008 - December 2014*

- Resolved complex customer issues in a timely manner while maintaining positive relationships with governmental, commercial and industrial customers.
- Conducted energy audits to reduce energy consumption.
- Cultivated strong client relationships through proactive communication and problem-solving.
- One point of contact, 365/24/7.

METER READING SUPERVISOR **Melbourne, FL**
Florida Power & Light *January 2001 - February 2008*

- Recruited, hired and trained new employees on company policies, procedures and work ethics.
- Supervised a staff of 36 employees; coordinated daily activities of staff to ensure compliance with established safety policies, procedures, and standards.
- Responsible for enuring that daily work activities were performed timely, accurately and safely. Accuracy was paramount as proper meter readings provide accurate billings.

BARTHOLOMEW "BART" GAETJENS

ECONOMIC DEVELOPMENT COMMISSION

(321) 863-8875 ▪ mallard1535@gmail.com ▪ Titusville, Fl. 32796

City Council Members

City of Titusville

I am writing to express my interest in the Economic Development Commission board of director's position with the City of Titusville. With a career spanning four decades, primarily as an External Affairs Manager, I have honed a unique blend of leadership, management, and analytical skills that align well with the city's mission to foster business growth and enhance community welfare.

Throughout my extensive career, I have developed a strong acumen for strategic leadership and policy setting. My experience has equipped me with the ability to provide fiduciary oversight while effectively marketing communities to potential investors. This background aligns well with your goal of expanding the local tax base and retaining businesses within the City of Titusville.

I am particularly drawn to this opportunity because it allows me to leverage my leadership capabilities in representing a board committed to improving local quality of life. The chance to contribute strategically at such a pivotal time for the City of Titusville is both exciting and motivating.

Thank you for considering my application. I look forward to potentially discussing how my background can benefit your team at the City of Titusville.

Sincerely,
Bartholomew "Bart" Gaetjens

EDUCATION

BACHELOR OF SCIENCE (B.S.) IN BUSINESS MANAGEMENT *Dec 1981*
Florida State University, **Tallahassee, FL, US**

REFERENCES

References available upon request

VOLUNTEER EXPERIENCE

CHAIRPERSON **Titusville, FL**
North Brevard Economic Development Zone *January 2024 - May 2025*

CHAIRPERSON **Rockledge, FLORIDA**
Economic Development Commission of Florida's Space Coast *October 2021 - September 2022*

CHAIRPERSON **Titusville, FL**
Brevard Nature Alliance *January 2017 - January 2022*

AWARDS

- LEAD BREVARD Distinguished Alumni
- Honorary Commander, 45th Wing, Patrick Air Force Base
- Scouts Golden Eagle Award Recipient

RECEIVED MAR 12 2026

CITY OF TITUSVILLE
BOARDS AND COMMISSIONS
APPLICANT INFORMATION FORM

Please type, if possible (or print clearly) **Date**: March 9, 2026

Legal Name: Retz (Last) Stanley "Stan" (First) E (M.I.)

Address: Home: 3645 Sparrow Hawk Trl, Mims, FL Zip Code: 32754

Business: 1415 S Washington Ave, Titusville, FL Zip Code: 32780

Telephone: Home: 321-543-9644 Business: 321-543-9644 Cell: 321-543-9644

Email Address: stan@stanretz.com

Employer: Retz Financial, Inc., EAG PA CPAs & Stanley E Retz, PA

Position/Occupation: Owner/CPA/Advisor How Long: 46 years

Board(s) and Commission(s) Preferred (Please rank in order of preference):

1. First Choice: Titusville Economic Development Organization
2. Second Choice:
3. Third Choice:

Note: Please complete the attached supplemental applications.

Why do you desire to serve on the Board(s) indicated on your application?

To give back to my Community by volunteering my expertise and experiance to help promote North Brevard and Titusville Economic Development

Work Experience:

46 yr CPA & Consultant, 29 yr Financial Adviser/Wealth Management, 21 yr Real Estate sales/broker Several yr Morgtage Broker

Education: Post-secondary educational institutions attended:

Name & Location	Dates Attended	Degrees Earned
UCF	1977-1980	BSBA - Accountancy

Professional Licenses or Certificates Held:

Title	Date Issued	Issuing Authority
Cerified Public Accountant (CPA)	1981	FL (license # 10189)
Series 7, 63, 65 securities	1997 & 2007	FINRA
Real Estate Broker	2005	FREC

Community Involvement: SEACOAST BANK ADVISORY BOARDS

NBEDZ beginning to end 11 yr, past Pres. Kiwanis, Rotary, Titusville Chamber of Commerce. Brevard Value Adjust Brd

Parrish Hospital Board, NBMS Board, YMCA board, PAL Board, several HOA boards (VP Fawn Lake currently)

Are you a member or participant of any community organizations? ☑ Yes ☐ No
If yes, please provide details.

TItusville Rotary; Space Coast Assoc. of Realtors, FL Istitute of CPAs; American Instute of CPAs

Fl Public Pension Trustee Assoc.

Interests/Activities:

Boating, golf, real estate investing, travel

Personal/Professional References:

Name	Address	Telephone
Wayne Ivey, Sheriff		
Michelle Baker, County Judge		
LYNDA WEATHERMAN, BREVARD EDC		

Potential Conflict of Interest:

Do you have or hold any employment or contractual relationship with any business or any agency which is subject to regulation of or is doing business with the City of Titusville?

☐ Yes ☒ No (If Yes, please provide details below)

Do you have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between your private interests and the performance of your public duties on the board/commission or that would impede the full and faithful discharge of your public duties?

☐ Yes ☒ No (If Yes, please provide details below)

Note: A resume or separate sheet with additional information may be included as part of your application.

Please answer the following questions: I reside in Mims, but own several businesses & properties in City

1. Are you a City of Titusville Resident (Live in the City Limits)? ☐ Yes ☑ No (Staff verified _____)
2. How long have you lived in the City of Titusville (City Limits)? 23 Years 55 N Brevard, 23 in city, but not currently
3. Are you a Registered Voter? ☑ Yes ☐ No (Staff verified E.C.)
   If yes, provide Registration Number: 100936228 Date of Registration: 07/01/1976
4. Are you currently serving on a City Board? ☑ Yes ☐ No Gen Employee Pension Bd of Trustees
5. Have you ever served on a City Board? ☑ Yes ☐ No
   If yes, which Board and when? Gen Employee Pension Bd of Trustees many years; CDBG micro loan late '90s
6. Do you feel you have adequate time to devote to this board/commission membership? ☑ Yes ☐ No
7. Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. ☐ Yes ☑ No

   If you answered Yes to Question No. 7, have your civil rights been restored? ☐ Yes ☐ No
8. Are you part of a protected class that requires your personal information to be redacted from public view? ☐ Yes ☑ No

APPLICANT CERTIFICATION

By placing my signature below, I do hereby acknowledge that I understand the following:

1. This Applicant Information Form, when completed and filed with the City Clerk's Office, is a PUBLIC RECORD under Chapter 119, *Florida Statutes*, and, therefore, is open to public inspection by any person.
2. As an applicant, I am responsible for keeping the information on this form current and that any changes or updates to this form can be made by calling, faxing, writing, or visiting the City Clerk's Office.
3. As an applicant, I am aware that City and State law requires that members of certain boards file a detailed financial disclosure form.
4. The information provided on this form is true and consent is hereby given the City Council or its designated representative to verify any and/or all information provided.
5. The City Council requests all applicants be present at the City Council meeting for Council's consideration of the application for appointment.
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7. I acknowledge and understand that if I am selected as a member of a board, commission, or committee, any written communications in any format will be a public record.
8. This application is effective for ONE YEAR from the date of receipt by the City Clerk's Office.

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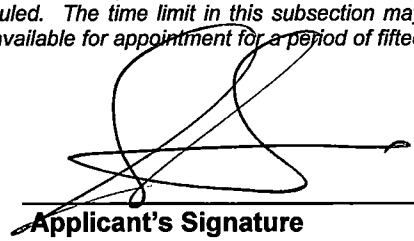
3/12/26
Date Signed



Applicant's Signature

City Clerk's Office Use Only:

Date Application Received: 3/12/2026

Receipt Acknowledged By: J. Dmhoff

RETURN COMPLETED APPLICATIONS TO:

Titusville City Clerk's Office, P.O. Box 2806, Titusville, FL 32781-2806, Telephone Number 321-567-3686

Economic Development Board of Directors

Supplemental Application

Name of Applicant: Stan Retz Date: 2/13/26

If you wish to serve on the Economic Development Board of Directors, please mark the following that apply to your experience/expertise:

- ☑ **Substantial industry experience or expertise in Economic Development**
- ☑ **Substantial industry experience or expertise in Business Management**
- ☑ **Substantial industry experience or expertise in Finance**
- ☑ **Substantial industry experience or expertise in Real Estate**
- ○ **Substantial industry experience or expertise in Engineering**
- ○ **Substantial industry experience or expertise in Workforce Development**
- ○ **Substantial industry experience or expertise in Logistics**
- ☑ **Substantial industry experience or expertise in Entrepreneurship**

Experience/Expertise:

- **Founding member NBEDZ and member from start to finish**
- **Past chairman Titusville Area Chamber of Commerce, member 40+ years**
- **Business, tax & valuation consultant**
- **FL Certified Public Accountant (CPA # 10189) 45+ years**
- **FL Real Estate Broker (BK3134795) 20+ years**
- **FL Health, Life & Variable Insurance (2-15) license (E008897) 24+ years**
- **Securities broker (Registered rep), series 7, 63, 65**
- **Chairman City of Titusville General Employment Pension Board of Trustees**
- **Certified Public Pension Trustee**
- **Owner/investor in many local businesses**
- **North Brevard resident 54 years and business owner 50 years**
- **Volunteer on many boards including:**
  - **Seacoast Bank advisory board 10+ years**
  - **Parrish Medical Center (Vice Chair Board, Chair audit committee, Chair Investment committee, Vice Chair Budget & Finance committee)**
  - **Many other community volunteer boards**

CITY OF TITUSVILLE
BOARDS AND COMMISSIONS
APPLICANT INFORMATION FORM

RECEIVED MAR 09 2026

Please type, if possible (or print clearly) **Date:** 3-9-25

Legal Name: ATON DAN
(Last) (First) (M.I.)

Address: Home: 417 INDIAN RIVER AVE Zip Code: 32796
TITUSVILLE

Business: 8850 GRISSOM PKWY Zip Code: 32780
TITUSVILLE

Telephone: Home: _____ Business: _____ Cell: 407-887-6766

Email Address: DAN @ DANATON.COM

Employer: EK SOLUTIONS

Position/Occupation: CEO How Long: 11 yrs

Board(s) and Commission(s) Preferred (Please rank in order of preference):

1. First Choice: Economic Development
2. Second Choice: _____
3. Third Choice: _____

Note: Please complete the attached supplemental applications.

Why do you desire to serve on the Board(s) indicated on your application?

_____

_____

Work Experience:

HAVE STARTED 4 COMPANIES. CURRENT COMPANY EMPLOYS 50+ IN TITUSVILLE.

Education: Post-secondary educational institutions attended:

Name & Location	Dates Attended	Degrees Earned
UCF	1977-1979	—

Professional Licenses or Certificates Held:

Title	Date Issued	Issuing Authority

Community Involvement:

Sit of Titusville P&Z and Parrish Board.
Founding member of NBEDZ board.

Are you a member or participant of any community organizations? ☐ Yes ☑ No
If yes, please provide details.

Interests/Activities:

Travel, Classic Cars

Personal/Professional References:

Name	Address	Telephone
Stan Retz		
Robin Fisher		

Potential Conflict of Interest:

Do you have or hold any employment or contractual relationship with any business or any agency which is subject to regulation of or is doing business with the City of Titusville?
☐ Yes ☑ No (If Yes, please provide details below)

Do you have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between your private interests and the performance of your public duties on the board/commission or that would impede the full and faithful discharge of your public duties?

☐ Yes ☑ No (If Yes, please provide details below)

Note: A resume or separate sheet with additional information may be included as part of your application.

Please answer the following questions:

1. Are you a City of Titusville Resident (Live in the City Limits)? ☑ Yes ☐ No (Staff verified E.C.)
2. How long have you lived in the City of Titusville (City Limits)? 21 Years
3. Are you a Registered Voter? ☑ Yes ☐ No (Staff verified E.C.)
   If yes, provide Registration Number: 109526056 Date of Registration: 11/04/98
4. Are you currently serving on a City Board? ☑ Yes ☐ No
5. Have you ever served on a City Board? ☑ Yes ☐ No
   If yes, which Board and when? Planning and Zoning
6. Do you feel you have adequate time to devote to this board/commission membership? ☑ Yes ☐ No
7. Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. ☐ Yes ☑ No

   If you answered Yes to Question No. 7, have your civil rights been restored? ☐ Yes ☐ No
8. Are you part of a protected class that requires your personal information to be redacted from public view? ☐ Yes ☑ No

APPLICANT CERTIFICATION

By placing my signature below, I do hereby acknowledge that I understand the following:

1. This Applicant Information Form, when completed and filed with the City Clerk's Office, is a PUBLIC RECORD under Chapter 119, *Florida Statutes*, and, therefore, is open to public inspection by any person.
2. As an applicant, I am responsible for keeping the information on this form current and that any changes or updates to this form can be made by calling, faxing, writing, or visiting the City Clerk's Office.
3. As an applicant, I am aware that City and State law requires that members of certain boards file a detailed financial disclosure form.
4. The information provided on this form is true and consent is hereby given the City Council or its designated representative to verify any and/or all information provided.
5. The City Council requests all applicants be present at the City Council meeting for Council's consideration of the application for appointment.
6. If appointed to a board, committee, or commission, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices and Florida Sunshine Law (Florida Statutes).
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9. Under the provisions of Section 2-52 of the Code of Ordinances, "*Persons wishing to be considered for appointments shall file with the City Clerk's Office a statement of their interest and comply with Section 2-51, no later than five (5) days prior to the meeting at which the appointment is scheduled. The time limit in this subsection may be waived when a position on a board or commission has been open or available for appointment for a period of fifteen (15) days and there is only one (1) applicant for the position*".

3-9-26
Date Signed

Applicant's Signature

City Clerk's Office Use Only:

Date Application Received: 3/9/26

Receipt Acknowledged By: E. Campbell

RETURN COMPLETED APPLICATIONS TO:

Titusville City Clerk's Office, P.O. Box 2806, Titusville, FL 32781-2806, Telephone Number 321-567-3686

Economic Development Board of Directors

Supplemental Application

Name of Applicant: DAN ATON Date: 3-9-26

If you wish to serve on the Economic Development Board of Directors, please mark the following that apply to your experience/expertise:

- ☑ **Substantial industry experience or expertise in Economic Development**
- ☑ **Substantial industry experience or expertise in Business Management**
- ○ **Substantial industry experience or expertise in Finance**
- ○ **Substantial industry experience or expertise in Real Estate**
- ○ **Substantial industry experience or expertise in Engineering**
- ○ **Substantial industry experience or expertise in Workforce Development**
- ○ **Substantial industry experience or expertise in Logistics**
- ☑ **Substantial industry experience or expertise in Entrepreneurship**

Experience/Expertise:

HAVE STARTED 4 COMPANIES... CURRENT COMPANY 8K SOLUTIONS EMPLOYS OVER 50 IN TITUSVILLE.

Created on 02-03-26

CITY OF TITUSVILLE
BOARDS AND COMMISSIONS
APPLICANT INFORMATION FORM

Please type, if possible (or print clearly) **Date**: 2-23-2026

Legal Name: Hollis (Last) Sean (First) C (M.I.)

Address: Home: 572 Hollow Glen Dr Titusville, FL Zip Code: 32780

Business: Blackstar Orbital 323 S Washington Ave STE 1 Titusville, FL Zip Code: 32796

Telephone: Home: 813-240-1216 Business: 321-747-8573 Cell: _____

Email Address: sean@blackstarorbital.com

Employer: Blackstar Orbital

Position/Occupation: COO How Long: 3 yrs

Board(s) and Commission(s) Preferred (Please rank in order of preference):

1. First Choice: Economic Development Board
2. Second Choice: Historic Preservation Board
3. Third Choice: _____

Note: Please complete the attached supplemental applications.

Why do you desire to serve on the Board(s) indicated on your application?

As a business owner of a Florida-born, aerospace company, I desire to serve the City of Titusville and expand commercialization.

Work Experience:

Graduated UCF with Mechanical Engineering, and started the rocket club. Seven years on TOSC, focused on Reliability Engineering. Five years running an internet company. Three years running Blackstar Orbital.

Education: Post-secondary educational institutions attended:

Name & Location	Dates Attended	Degrees Earned
University of South Florida, Tampa.	2008-2012.	BS Mech. Eng.

Professional Licenses or Certificates Held:

Title	Date Issued	Issuing Authority
Certified Maintenance and Reliability Professional.	2016-2019.	Society of Maintenance and Reliability Professionals

Community Involvement:

Supporting Indian River Lodge 90. Ran HOA from 2016-2018.

Are you a member or participant of any community organizations? ☑ Yes ☐ No
If yes, please provide details.

Indian River 90 F&AM

Interests/Activities:

First person drone racing. RC car/truck racing/stunts. Walking my dog. Going downtown with my girlfriend.

Personal/Professional References:

Name	Address	Telephone
Ahmad Elkhlassi	ahmad.elkhlassi@gmail.com	321-652-9650
Matt Hankes	matthankes3@gmail.com	321-503-2846

Potential Conflict of Interest:

Do you have or hold any employment or contractual relationship with any business or any agency which is subject to regulation of or is doing business with the City of Titusville?

☐ Yes ☑ No (If Yes, please provide details below)

Do you have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between your private interests and the performance of your public duties on the board/commission or that would impede the full and faithful discharge of your public duties?

☐ Yes ☑ No (If Yes, please provide details below)

Note: A resume or separate sheet with additional information may be included as part of your application.

Please answer the following questions:

1. Are you a City of Titusville Resident (Live in the City Limits)? ☑ Yes ☐ No (Staff verified E.C.)
2. How long have you lived in the City of Titusville (City Limits)? 12 Years
3. Are you a Registered Voter? ☑ Yes ☐ No (Staff verified E.C.)
   If yes, provide Registration Number: 115099218 Date of Registration: 3/29/07
4. Are you currently serving on a City Board? ☐ Yes ☑ No
5. Have you ever served on a City Board? ☐ Yes ☑ No
   If yes, which Board and when? _____
6. Do you feel you have adequate time to devote to this board/commission membership? ☑ Yes ☐ No
7. Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. ☐ Yes ☑ No
   If you answered Yes to Question No. 7, have your civil rights been restored? ☐ Yes ☐ No
8. Are you part of a protected class that requires your personal information to be redacted from public view? ☐ Yes ☑ No

APPLICANT CERTIFICATION

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1. This Applicant Information Form, when completed and filed with the City Clerk's Office, is a PUBLIC RECORD under Chapter 119, *Florida Statutes*, and, therefore, is open to public inspection by any person.
2. As an applicant, I am responsible for keeping the information on this form current and that any changes or updates to this form can be made by calling, faxing, writing, or visiting the City Clerk's Office.
3. As an applicant, I am aware that City and State law requires that members of certain boards file a detailed financial disclosure form.
4. The information provided on this form is true and consent is hereby given the City Council or its designated representative to verify any and/or all information provided.
5. The City Council requests all applicants be present at the City Council meeting for Council's consideration of the application for appointment.
6. If appointed to a board, committee, or commission, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices and Florida Sunshine Law (Florida Statutes).
7. I acknowledge and understand that if I am selected as a member of a board, commission, or committee, any written communications in any format will be a public record.
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9. Under the provisions of Section 2-52 of the Code of Ordinances, "*Persons wishing to be considered for appointments shall file with the City Clerk's Office a statement of their interest and comply with Section 2-51, no later than five (5) days prior to the meeting at which the appointment is scheduled. The time limit in this subsection may be waived when a position on a board or commission has been open or available for appointment for a period of fifteen (15) days and there is only one (1) applicant for the position*"

2-23-2026 Sean A Hallin

Date Signed **Applicant's Signature**

City Clerk's Office Use Only

Date Application Received: 2/23/26

Receipt Acknowledged By: E. Campbell

RETURN COMPLETED APPLICATIONS TO:

Titusville City Clerk's Office, P.O. Box 2806, Titusville, FL 32781-2806, Telephone Number 321-567-3686

Historic Preservation Board

Supplemental Application

Name of Applicant: Sean Hollis **Date:** 2-23-2026

If you wish to serve as a member to the Historic Preservation Board, please check the following that apply to your expertise/experience:

_____ **Local historian, and/or architectural or art historian**

_____ **Architect**

_____ **Urban and regional planner**

_____ **Landscape architect**

_____ **Lawyer**

__✓__ **Engineer and/or building contractor**

_____ **Realtor and/or property appraiser**

Interested residents of City historic districts

_____ **Brevard County Historic Preservation Commission**

Please provide additional information regarding the expertise/experience above: I moved to Titusville in 2013 to work on SLS and that instilled a passion to preserve the legacy here. To have controlled growth plan for the City, we must preserve the physical structures that tell our story.

Date Application Modified - 02-12-2025

Economic Development Board of Directors

Supplemental Application

Name of Applicant: Sean Hollis Date: 2-23-2026

If you wish to serve on the Economic Development Board of Directors, please mark the following that apply to your experience/expertise:

- ☑ **Substantial industry experience or expertise in Economic Development**
- ☑ **Substantial industry experience or expertise in Business Management**
- ☑ **Substantial industry experience or expertise in Finance**
- ☑ **Substantial industry experience or expertise in Real Estate**
- ☑ **Substantial industry experience or expertise in Engineering**
- ☑ **Substantial industry experience or expertise in Workforce Development**
- ☑ **Substantial industry experience or expertise in Logistics**
- ☑ **Substantial industry experience or expertise in Entrepreneurship**

Experience/Expertise:

I want to see my business and all commerce expand in Titusville to meet the government and commercial demands of 2030, and I would be honored to support a controlled growth plan.

Created on 02-03-26

CITY OF TITUSVILLE
BOARDS AND COMMISSIONS
APPLICANT INFORMATION FORM

RECEIVED FEB 20 2026

Please type, if possible (or print clearly) **Date:** 2/11/26

Legal Name: Wilson (Last) Edna (First) R (M.I.)

Address: Home: 2415 Dewitt Dr. Titusville, FL Zip Code: 32780

Business: 1401 S. Washington Ave Titusville, FL Zip Code: 32780

Telephone: Home: 321-291-1450 Business: 321-536-7135 Cell: 321-291-1450

Email Address: edna@EdnaWilson.com

Employer: Remax Cireospace Realty

Position/Occupation: Broker Associate How Long: 8yrs

Board(s) and Commission(s) Preferred (Please rank in order of preference):

1. First Choice: Economic Development Board of Directors
2. Second Choice: _____
3. Third Choice: _____

Note: Please complete the attached supplemental applications.

Why do you desire to serve on the Board(s) indicated on your application?

I served on NBEDZ and it was so rewarding.

Work Experience:

Spent most of Career in non-profit management but the last 8 years investing in this town in Real estate as a broker

Education: Post-secondary educational institutions attended:

Name & Location	Dates Attended	Degrees Earned
Cornerstone University	2000 - 2004	Masters in Counseling
Rollins College	2004-2006	Philanthropy + Non-profit management

Professional Licenses or Certificates Held:

Title	Date Issued	Issuing Authority
Real Estate broker	6/8/17	Florida Real Estate Commission

Community Involvement:

NBEDC Board, Titusville Affordable Housing Authority, Chamber of Commerce Past Chair, Board Member Children Hunger Project

Are you a member or participant of any community organizations? ☒ Yes ☐ No

If yes, please provide details.

Titusville Chamber of Commerce, Matthew's Hope, Children Hunger Project, The Grace Church, and Kicks for Kids

Interests/Activities: Titusville Playhouse committee

I mostly volunteer for community work with my church, my work and Matthew's Hope

Personal/Professional References:

Name	Address	Telephone
Barry Russell	1405 Harrison St.	803 237-1130
Britt Diaz	2520 S. Washington Ave	407.808.1635

Potential Conflict of Interest:

Do you have or hold any employment or contractual relationship with any business or any agency which is subject to regulation of or is doing business with the City of Titusville?

☐ Yes ☒ No (If Yes, please provide details below)

Do you have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between your private interests and the performance of your public duties on the board/commission or that would impede the full and faithful discharge of your public duties?

☐ Yes ☒ No (If Yes, please provide details below)

Note: A resume or separate sheet with additional information may be included as part of your application.

Please answer the following questions:

1. Are you a City of Titusville Resident (Live in the City Limits)? ☒ Yes ☐ No (Staff verified E.C.)
2. How long have you lived in the City of Titusville (City Limits)? 50 Years
3. Are you a Registered Voter? ☒ Yes ☐ No (Staff verified E.C.)
   If yes, provide Registration Number: 101602431 Date of Registration: 10/1/1992
4. Are you currently serving on a City Board? ☒ Yes ☐ No
5. Have you ever served on a City Board? ☒ Yes ☐ No
   If yes, which Board and when? Titusville Affordable Housing / NBEDZ Board
6. Do you feel you have adequate time to devote to this board/commission membership? ☒ Yes ☐ No
7. Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. ☐ Yes ☒ No
   If you answered Yes to Question No. 7, have your civil rights been restored? ☐ Yes [redacted]
8. Are you part of a protected class that requires your personal information to be redacted from public view? ☐ Yes ☒ No

APPLICANT CERTIFICATION

By placing my signature below, I do hereby acknowledge that I understand the following:

1. This Applicant Information Form, when completed and filed with the City Clerk's Office, is a PUBLIC RECORD under Chapter 119, *Florida Statutes*, and, therefore, is open to public inspection by any person.
2. As an applicant, I am responsible for keeping the information on this form current and that any changes or updates to this form can be made by calling, faxing, writing, or visiting the City Clerk's Office.
3. As an applicant, I am aware that City and State law requires that members of certain boards file a detailed financial disclosure form.
4. The information provided on this form is true and consent is hereby given the City Council or its designated representative to verify any and/or all information provided.
5. The City Council requests all applicants be present at the City Council meeting for Council's consideration of the application for appointment.
6. If appointed to a board, committee, or commission, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices and Florida Sunshine Law (Florida Statutes).
7. I acknowledge and understand that if I am selected as a member of a board, commission, or committee, any written communications in any format will be a public record.
8. This application is effective for ONE YEAR from the date of receipt by the City Clerk's Office.

9. Under the provisions of Section 2-52 of the Code of Ordinances, *"Persons wishing to be considered for appointments shall file with the City Clerk's Office a statement of their interest and comply with Section 2-51, no later than five (5) days prior to the meeting at which the appointment is scheduled. The time limit in this subsection may be waived when a position on a board or commission has been open or available for appointment for a period of fifteen (15) days and there is only one (1) applicant for the position"*.

2/11/26
Date Signed

Edna R Wilson
Applicant's Signature

City Clerk's Office Use Only:

Date Application Received: 2/20/26

Receipt Acknowledged By: E.Campbell

RETURN COMPLETED APPLICATIONS TO:

Titusville City Clerk's Office, P.O. Box 2806, Titusville, FL 32781-2806, Telephone Number 321-567-3686

Economic Development Board of Directors

Supplemental Application

Name of Applicant: Edna Wilson Date: 2/11/26

If you wish to serve on the Economic Development Board of Directors, please mark the following that apply to your experience/expertise:

- [x] **Substantial industry experience or expertise in Economic Development**
- [ ] **Substantial industry experience or expertise in Business Management**
- [ ] **Substantial industry experience or expertise in Finance**
- [x] **Substantial industry experience or expertise in Real Estate**
- [ ] **Substantial industry experience or expertise in Engineering**
- [ ] **Substantial industry experience or expertise in Workforce Development**
- [ ] **Substantial industry experience or expertise in Logistics**
- [ ] **Substantial industry experience or expertise in Entrepreneurship**

Experience/Expertise:

Served 4 years on NBEDz and 8 years as a real estate broker

RECEIVED APR 15 2026

CITY OF TITUSVILLE
BOARDS AND COMMISSIONS
APPLICANT INFORMATION FORM

Please type, if possible (or print clearly) **Date:** 03/04/2026

Legal Name: Jordan (Last) Robert (First) L (M.I.)

Address: Home: 1750 Lakeside Drive, Titusville, Fl. 32780 Zip Code: 32780

Business: 1605 White Drive, Titusville, Fl. Zip Code: 32780

Telephone: Home: 321-267-8990 Business: 321-383-4813 Cell: 321-698-7110

Email Address: CEO@GenesisVII.com

Employer: Genesis VII

Position/Occupation: President & CEO How Long: 15 yeas

Board(s) and Commission(s) Preferred (Please rank in order of preference):

1. First Choice: Economic Development Board of Directors
2. Second Choice:
3. Third Choice:

Note: Please complete the attached supplemental applications.

Why do you desire to serve on the Board(s) indicated on your application?

As a business executive in Titusville,, I have demonstrated a career-long commitment to the economic and civic revitalization of North Brevard County. My desire to serve on the Board of Economic Development—and my historical participation in the North Brevard Economic Development Zone (NBEDZ)—is rooted in a philosophy of "servant-centered service" and a pragmatic belief that a robust local economy is the foundational requirement for community stability and individual prosperity. As the President and CEO of Genesis VII, an engineering and logistics firm. I view economic development through the lens of a stakeholder who understands the symbiotic relationship between corporate growth and municipal infrastructure

Work Experience:

See attached, resume'

Education: Post-secondary educational institutions attended:

Name & Location	Dates Attended	Degrees Earned
Savannah State University	1975-1979	BS Civil Engineering
Embry Riddle Aeronautical Univertsity	1989-1992	Masters Aeronautical Science Specializing in Management

Professional Licenses or Certificates Held:

Title	Date Issued	Issuing Authority
Green Belt	2022	
Certified Manager	1990	James Madison University

Community Involvement:

See attached Resume'

Are you a member or participant of any community organizations? ☒ Yes ☐ No
If yes, please provide details.

Parrish Medical center BOD,

Interests/Activities:

Woodworking, Cooking, Fishing, Travel, RV/Glamping,Technology, Building Entreprenueuring, Governance and Leadership, Visioning

Personal/Professional References:

Name	Address	Telephone
Hugh Brown	3740 Raney Rd, Titusville Fl.	321-269-5363
William Chivers	3735 Chiara Drive, Titusville Fl	321-267-8100

Potential Conflict of Interest:

Do you have or hold any employment or contractual relationship with any business or any agency which is subject to regulation of or is doing business with the City of Titusville?

☐ Yes ☒ No (If Yes, please provide details below)

Do you have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between your private interests and the performance of your public duties on the board/commission or that would impede the full and faithful discharge of your public duties?

☐ Yes ☒ No (If Yes, please provide details below)

Note: A resume or separate sheet with additional information may be included as part of your application.

Please answer the following questions:

1. Are you a City of Titusville Resident (Live in the City Limits)? ☒ Yes ☐ No (Staff verified E.C.)
2. How long have you lived in the City of Titusville (City Limits)? 34+ Years
3. Are you a Registered Voter? ☒ Yes ☐ No (Staff verified E.C.)
   If yes, provide Registration Number: 100972922 Date of Registration: 06/10/1983
4. Are you currently serving on a City Board? ☒ Yes ☐ No
5. Have you ever served on a City Board? ☒ Yes ☐ No
   If yes, which Board and when? North Brevard Hospital District
6. Do you feel you have adequate time to devote to this board/commission membership? ☒ Yes ☐ No
7. Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. ☐ Yes ☒ No

   If you answered Yes to Question No. 7, have your civil rights been restored? ☐ Yes ☐ No
8. Are you part of a protected class that requires your personal information to be redacted from public view? ☐ Yes ☒ No

APPLICANT CERTIFICATION

By placing my signature below, I do hereby acknowledge that I understand the following:

1. This Applicant Information Form, when completed and filed with the City Clerk's Office, is a PUBLIC RECORD under Chapter 119, *Florida Statutes*, and, therefore, is open to public inspection by any person.
2. As an applicant, I am responsible for keeping the information on this form current and that any changes or updates to this form can be made by calling, faxing, writing, or visiting the City Clerk's Office.
3. As an applicant, I am aware that City and State law requires that members of certain boards file a detailed financial disclosure form.
4. The information provided on this form is true and consent is hereby given the City Council or its designated representative to verify any and/or all information provided.
5. The City Council requests all applicants be present at the City Council meeting for Council's consideration of the application for appointment.
6. If appointed to a board, committee, or commission, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices and Florida Sunshine Law (Florida Statutes).
7. I acknowledge and understand that if I am selected as a member of a board, commission, or committee, any written communications in any format will be a public record.
8. This application is effective for ONE YEAR from the date of receipt by the City Clerk's Office.

9. Under the provisions of Section 2-52 of the Code of Ordinances, "*Persons wishing to be considered for appointments shall file with the City Clerk's Office a statement of their interest and comply with Section 2-51, no later than five (5) days prior to the meeting at which the appointment is scheduled. The time limit in this subsection may be waived when a position on a board or commission has been open or available for appointment for a period of fifteen (15) days and there is only one (1) applicant for the position*".

04/15/2026 [signature]

Date Signed **Applicant's Signature**

City Clerk's Office Use Only:

Date Application Received: 4/15/26

Receipt Acknowledged By: E. Campbell

RETURN COMPLETED APPLICATIONS TO:

Titusville City Clerk's Office, P.O. Box 2806, Titusville, FL 32781-2806, Telephone Number 321-567-3686

Resume'

Robert L. Jordan, Jr., C.M.

1750 Lakeside Drive
Titusville, Fl. 32780

Cell:(321) 698-7110 Office: (321) 383-4813 robert.jordan@genesisvii.com

Past CLEARANCE: OPM/Homeland Security – NACI Clearance (National Agency Clearance with Inquiries)

President

Energetic leader skilled in consulting and collaborating across multiple organizational levels to advance projects. Accurate and thorough professional with a proven ability to move programs from concept through all stages of progress to completion. Expert presenter and negotiator able to forge solid relationships with strategic partners to build consensus. Comfortable in high-level, high profile environments.

CORE COMPETENCIES

- Executive Leadership
- Research Design, Testing & Implementation
- Data Review, Analysis & Reporting
- Writing, Editing & Publishing
- Visioning
- Budget Development & Management
- Proposal Creation & Presentation
- Staff Supervision & Training

EXPERIENCE

GENESIS VII, INC., Titusville, FL **2011 - Present**
President & CEO
Provide management and integration of a corporation that provides services to various customers. Commercial and Government
Capabilities include: Engineering, Construction and Logistics- Procurement

UNITED SPACE ALLIANCE, Cape Canaveral FL **2001 –2011**
Project Leader IV-Technical (Engineering Process Manager)
Provide management and integration of new technologies and processes for cumulative project budgets totaling over $50 Million with the Florida-based elements (Ground Operations, Integrated Logistics and SRB), and secondary coordination with the other USA elements at Johnson Space Center and Marshall Space Center. Oversaw process and technology improvements for over 900 engineers.

- Developed company-wide process flows, engineering career tracks, engineering tools, data management techniques, metrics, supporting policies.
- Provided general staff support for other Engineering Process Owner projects and actions as they arose.
- Supported the establishment of a Math and Science Academy with the support / partnership of Technological Research and Development Agency an arm of the State of Florida.
- Managed the Summer Industrial Fellowship for Teachers (SIFT) and the Co-Op Program.
- Instituted the first TecFusion Conference at KSC where 17 Small Businesses presented their new technologies to USA. Senior Engineering Subject Matter Expert for the Enterprise Supply Chain System project. Acting Director during his absence.
- Acting Director for Programs during absence of Director

LOCKHEED - MARTIN SPACE OPERATIONS, Titusville, FL **1982 – 2001**
Proposal Manager/ Project Manager/Facility Manager
Led and won LMSO proposal effort as Proposal Manager for creation of United Space Alliance. Responsible for a $1.5M budget.

- Served as capture team member with Skunkworks for X-33RLV Program.
- Performed LMSO IR&D, strategic planning, analysis, proposal and business development functions.
- Acting Vice President for Programs during absence of Vice President.
- Managed and directed proposal efforts. Developed proposal strategies and coordinated proposal reviews and production schedules as required.

Dep. Program Manager/Site Manager-Satellite Processing Center 1999- 2001
Organized and directed configuration management processes and system Engineering process for a Satellite Center. Prime contact with Architect and Engineering firm for design of the $35M facility.

- Developed processes and met with senior management and Government officials to develop strategies and report on progress of project. Single point of contact for LMTO for facilities operation; Phase down Manager for same project after corporation cancelled project.

Proposal Manager/Capture Manager/Project Manager/IMS	1995 – 1998
Supervisor/Manager, Flight Hardware Project Engineering	1994 – 1995
Technical Staff to Vice President of Shuttle Engineering	1991 – 1994
OV-099 & OV-103 Lead Project Engineer	1984 – 1991
Cargo Mechanical Lead Engineer	1982 – 1984

0

SELECTED HONORS AND AWARDS

- Outstanding Chairman, Planning and Facilities
- 2009 Business Leader of the Year - Education
- Certified ISO-9001 Auditor
- NASA Public Service Medal
- Outstanding Young Engineers of America
- Certified Facilitator and Trainer for Total Quality Management
- 2015 Humanitarian of the Year
- Brevard Walk of Fame
- Lockheed Disclosure Invention Award
- Pacesetter Award for Community Service
- Engineer of the Year
- NASA Team Award
- 2012 Kellogg Management Program Scholarship
- Space Coast Business 100 most admired
- St. Mark AME Bishop Award for Business and professional service

EDUCATION

Certified Professional Manager, James Madison University, Harrisonburg, VA
Masters of Aeronautical Science, Specialization in Management, Embry Riddle Aeronautical University
Bachelor of Science, Civil Engineering , Savannah State University, Savannah, GA
Kellogg - School of Management

CIVIC EXPERIENCE

- Chairman and President, Brevard County School Board
- Executive Board Member United Way of Brevard County
- Parrish Foundation Board Member
- Chairman Parrish Medical Center Board
- President North Brevard Medical Support
- President Riverview Elementary Parent Teacher

- Chairman, Public Access Committee (City of Titusville)
- Vice Chairman Planning & Zoning Commission
- Presiden & Chairman – Viera Charter School (1532 Students)
- Secretary/Treasurer – North Brevard Economic Zone
- Chairman Titusville Chamber of Commerce
- Member New Life Christian Fellowship
- Vice Mayor – City of Titusville
- Chairman Brevard County Career Source
- Vice Chairman – Titusville YMCA
- Chairman Project Graduation

Background

Economic Development Board of Directors

Supplemental Application

Name of Applicant: Robert L Jordan Date: 03/04/2026

If you wish to serve on the Economic Development Board of Directors, please mark the following that apply to your experience/expertise:

- [X] **Substantial industry experience or expertise in Economic Development**
- [X] **Substantial industry experience or expertise in Business Management**
- [ ] **Substantial industry experience or expertise in Finance**
- [ ] **Substantial industry experience or expertise in Real Estate**
- [X] **Substantial industry experience or expertise in Engineering**
- [X] **Substantial industry experience or expertise in Workforce Development**
- [X] **Substantial industry experience or expertise in Logistics**
- [X] **Substantial industry experience or expertise in Entrepreneurship**

Experience/Expertise:

See "Background" attached

Created on 02-03-26

Background

Robert L. Jordan, Jr., of Titusville, Florida,is a distinguished engineer, entrepreneur, and public servant whose career spans over four decades of leadership in the aerospace industry and community governance. As the President and CEO of Genesis VII, Inc., Jordan has leveraged his extensive technical background to foster economic development and educational excellence within Brevard County. His expertise is characterized by a unique blend of civil engineering, aeronautical science, and executive management, which he has applied to roles ranging from the Brevard County School Board to the chairmanship of major medical institutions.

Professional Engineering and Aerospace Career

Robert Jordan's professional foundation is rooted in a 32-year tenure at the Kennedy Space Center (KSC), where he contributed significantly to the United States Space Shuttle Program. His technical expertise encompasses a broad spectrum of engineering disciplines, including Thermal Protection System (TPS) engineering, cargo mechanical engineering, and facilities management. During his career at KSC, he ascended through various leadership tiers, serving as a Project Engineer, Proposal Manager, and Program Manager, eventually reaching the position of Engineering Process Manager for the program's prime contractor.

In 2011, following the conclusion of the Space Shuttle Program, Jordan transitioned into entrepreneurship by acquiring Genesis VII, Inc. Under his leadership as President and CEO, the Titusville-based company has become a prominent provider of procurement, engineering, logistics, and construction services. The firm serves high-profile clients, including government vendors at KSC and major entertainment attraction businesses in both Florida and California. His contributions to the field have been recognized with prestigious accolades, such as the NASA Public Service Medal and the NASA Team Award.

Educational Leadership and Advocacy

Jordan has been a transformative figure in Florida's educational landscape, particularly as a pioneer for minority representation in governance. In 2002, he made history as the first Black person elected to the Brevard County School Board, later serving as its Chairman. His expertise in education is defined by a commitment to "leveling the playing field" through academic rigor and infrastructure development.

A cornerstone of his educational legacy is the founding of the Viera Charter School. Serving as the Chairman and President of the school since its inception in 2013, Jordan oversaw its expansion into a middle school and its consistent achievement of an "A" grade from the Florida Department of Education. In recognition of his impact, an educational and athletic facility was named in his honor in 2020, featuring a bronze likeness to commemorate his service to the youth of Brevard County.

Healthcare Governance and Community Wellness

Jordan's expertise extends into the complex field of healthcare administration. He has served for many years on the Board of Directors for Parrish Medical Center in Titusville, currently holding the position of Chairman of the Board. In this capacity, he oversees strategic decisions regarding patient services, preventive care, and community health education. His leadership at Parrish is marked by an emphasis on "healing experiences," a philosophy that integrates clinical excellence with emotional and spiritual support for patients.[

His advocacy for community wellness is further evidenced by his roles as Chairman of North Brevard Medical Support and as a board member for Circles of Care, an organization dedicated to mental health and substance abuse services. Jordan's commitment to healthcare is deeply personal, rooted in his early experiences working as an orderly in a convalescent home and watching his mother work as a nurse's aid.

Civic Governance and Economic Development

In addition to his technical and educational roles, Jordan has been a central figure in Titusville's municipal government. He served on the Titusville City Council (Seat 1) and held the position of Vice Mayor. His political expertise is focused on pragmatic problem-solving, infrastructure improvement, and responsible growth.

Jordan has been a vocal advocate for economic development on the Space Coast. He has held leadership positions with the North Brevard Economic Development Zone (NBEDZ), the Economic Development Council (EDC) of Florida's Space Coast, and the Titusville Chamber of Commerce. His priorities in public office have consistently included tackling the challenges of inflation, improving local infrastructure, and expanding affordable housing to support the region's growing workforce.

Academic Background and Certifications

Jordan's multifaceted expertise is supported by a rigorous academic background. He holds a Bachelor of Science in Civil Engineering Technology with a minor in computers from Savannah State University (1979) and a Master of Aeronautical Science with a specialization in Management from Embry-Riddle Aeronautical University (1992). Furthermore, he is a Certified Professional Manager and a Certified Facilitator, credentials that underscore his capability in organizational leadership and process improvement.

Background

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Jordan has been a vocal advocate for economic development on the Space Coast. He has held leadership positions with the North Brevard Economic Development Zone (NBEDZ), the Economic Development Council (EDC) of Florida's Space Coast, and the Titusville Chamber of Commerce. His priorities in public office have consistently included tackling the challenges of inflation, improving local infrastructure, and expanding affordable housing to support the region's growing workforce.

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AREA CHAMBER OF COMMERCE

Titusville Area Chamber of Commerce
419 South Hopkins Avenue
Titusville, Florida 32796
321-348-4748
www.titusville.org

Chairwoman
Tanya Hudson
Paradise Signs & Graphics

Chairman Elect
Kyle Bradfield
Geico Local Office Titusville

Immediate Past Chair
Amer Hatoum
5Cedar Technologies

Directors
Tom Abbate
City of Titusville

Bryan Boorujy
Visual Legacy Productions

Rebecca Colbert
Launch Credit Union

Yvette Cruz
Brevard Public Schools

Kevin Daugherty
Titusville Cocoa Airport Authority

Samantha Decker
Parrish Healthcare

Lise Engenbretsen
Titan Construction & Consulting

Robert Geoghagen
ACR Solutions

Nicholas Gow
City of Titusville

Chase Greene
John Greene Logistics Company

Grant Haas
WhiteBird Law

Amanda Herrnkind
Brevard County Property Appraisers Office

Tom Kammerdener
Aging Matters in Brevard

Andrew Lieb
Eastern Florida State College

Brian Lightle
Lightle Beckner Robison

John Nico

Deborah Pelham
Pelham & Pelham

Rob Salonen
Florida Institute of Technology

Lisa Santana
Titusville Family YMCA

Arnold Soliman
TownePlace Suites

Michelle Voye
Wiedmann Construction & Roofing

President CEO
Robert Goltz

Staff
Amanda Bates
Ashley DiBacco
Brittney Maisonet

April 17, 2026

Nicholas Gow
Titusville City Council
City of Titusville
555 South Washington Avenue
Titusville, FL 32796

Dear Mr. Gow and Esteemed Members of the City Council,

On behalf of the Titusville Area Chamber of Commerce, I am pleased to submit our recommendations for appointment to the Economic Development Organization Board of Directors.

After thoughtful consideration, the Chamber recommends **Kyle Bradfield** of GEICO Local Office Titusville and **Amer Hatoum** of 5Cedar Technologies as our two selections to serve in these roles.

Both individuals represent the type of engaged, forward-thinking leadership that is essential to advancing Titusville's economic growth. Kyle brings a strong background in customer engagement, business development, and community involvement through his leadership at GEICO Local Office Titusville. His understanding of local business needs and commitment to relationship-building will add valuable perspective to the Board.

Amer Hatoum offers a dynamic and innovative approach through his work with 5Cedar Technologies. His experience in technology, entrepreneurship, and strategic growth aligns well with the evolving needs of our region as we continue to position Titusville as a hub for business and innovation along the Space Coast.

Together, these individuals reflect a balance of established business leadership and forward-looking innovation. Both have demonstrated a commitment to the Titusville community and are well-positioned to contribute meaningfully to the mission and success of the Economic Development Organization.

We are confident that their service will strengthen collaboration between the business community and economic development efforts, ultimately supporting sustainable growth and opportunity for Titusville.

Thank you for your consideration. Please do not hesitate to reach out if additional information is needed.

Sincerely,
Robert Goltz
President & CEO
Titusville Area Chamber of Commerce

Chamber of Commerce Nomination

RECEIVED APR 16 2026

CITY OF TITUSVILLE
BOARDS AND COMMISSIONS
APPLICANT INFORMATION FORM

Please type, if possible (or print clearly) **Date:** 3/30/26

Legal Name: Hatoum (Last) Amer (First) L (M.I.)

Address: Home: 3767 Loggerhead Ln. Mims, FL Zip Code: 32754

Business: 1555 Garden St. Titusville, FL Zip Code: 32796

Telephone: Home: _____ Business: 321-382-3787 Cell: 321-323-4575

Email Address: amer@5cedartech.com

Employer: Gear Up Surplus & 5 Cedar Technologies

Position/Occupation: Owner & VP How Long: 7 years & 1 year

Board(s) and Commission(s) Preferred (Please rank in order of preference):

1. First Choice: Economic Development Board of Directors
2. Second Choice: _____
3. Third Choice: _____

Note: Please complete the attached supplemental applications.

Why do you desire to serve on the Board(s) indicated on your application?

As a lifelong Titusville resident and graduate of Astronaut High School, I've witnessed the ups and downs of titusville. I feel that my experience in business and on boards can be an asset to the city and the economic development initiatives being formed.

Work Experience:

Business development and director of marketing ACR Solutions, LLC. Owner of Gear Up Surplus. Vice President of 5 Cedar Technologies, LLC

Education: Post-secondary educational institutions attended:

Name & Location	Dates Attended	Degrees Earned
EFSC (BCC)	2009 - 2011	AA
UCF	2011 - 2015	Bachelors Degree

Professional Licenses or Certificates Held:

Title	Date Issued	Issuing Authority
Board Service Certified Leader	2025	Rollins College

Community Involvement:

Chairman of Titusville Area Chamber of Commerce 2025. Founder of North Brevard Young Professionals. Board member of Space Coast EDC.

Non Military voted member of Civ Mil Advisory Council. Board member of North Brevard Medical Support Board for Parrish Hospital. Founded Cadet of Excellence scholarship.

Are you a member or participant of any community organizations? ☑ Yes ☐ No
If yes, please provide details.

Former chairman and current executive board member for Titusville Area Chamber of Commerce. Board member for Space Coast EDC.

Non Military voted member of Civ Mil Advisory Council. Board member of North Brevard Medical Support Board for Parrish Hospital. Graduate of Leadershp Brevard 2025

Interests/Activities:

Volunteerism has been a passion of mine since I was young. For many years I coached youth football to give back to the youth. Currently I give back to the youth with

the Cadet of Excellence scholarship that was founded through the Chamber that awards 3 JROTC graduates $1,000. God and family are at the forefront of my life when not working.

Personal/Professional References:

Name	Address	Telephone
Stan Retz		321-543-9644
Robert Jordan		321-698-7110

Potential Conflict of Interest:

Do you have or hold any employment or contractual relationship with any business or any agency which is subject to regulation of or is doing business with the City of Titusville?

☐ Yes ☑ No (If Yes, please provide details below)

Do you have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between your private interests and the performance of your public duties on the board/commission or that would impede the full and faithful discharge of your public duties?

☐ Yes ☑ No (If Yes, please provide details below)

Note: A resume or separate sheet with additional information may be included as part of your application.

Please answer the following questions:

1. Are you a City of Titusville Resident (Live in the City Limits)? ☐ Yes ☑ No (Staff verified _____)
2. How long have you lived in the City of Titusville (City Limits)? _____Years
3. Are you a Registered Voter? Mims ☑ Yes ☐ No (Staff verified E.C.)
   If yes, provide Registration Number: 113584937 Date of Registration: 12/7/2010
4. Are you currently serving on a City Board? ☐ Yes ☑ No
5. Have you ever served on a City Board? ☐ Yes ☑ No
   If yes, which Board and when? _____
6. Do you feel you have adequate time to devote to this board/commission membership? ☑ Yes ☐ No
7. Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. ☐ Yes ☑ No
   If you answered Yes to Question No. 7, have your civil rights been restored? ☐ Yes ☐ No
8. Are you part of a protected class that requires your personal information to be redacted from public view? ☐ Yes ☑ No

APPLICANT CERTIFICATION

By placing my signature below, I do hereby acknowledge that I understand the following:

1. This Applicant Information Form, when completed and filed with the City Clerk's Office, is a PUBLIC RECORD under Chapter 119, *Florida Statutes*, and, therefore, is open to public inspection by any person.
2. As an applicant, I am responsible for keeping the information on this form current and that any changes or updates to this form can be made by calling, faxing, writing, or visiting the City Clerk's Office.
3. As an applicant, I am aware that City and State law requires that members of certain boards file a detailed financial disclosure form.
4. The information provided on this form is true and consent is hereby given the City Council or its designated representative to verify any and/or all information provided.
5. The City Council requests all applicants be present at the City Council meeting for Council's consideration of the application for appointment.
6. If appointed to a board, committee, or commission, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices and Florida Sunshine Law (Florida Statutes).
7. I acknowledge and understand that if I am selected as a member of a board, commission, or committee, any written communications in any format will be a public record.
8. This application is effective for ONE YEAR from the date of receipt by the City Clerk's Office.

9. Under the provisions of Section 2-52 of the Code of Ordinances, "*Persons wishing to be considered for appointments shall file with the City Clerk's Office a statement of their interest and comply with Section 2-51, no later than five (5) days prior to the meeting at which the appointment is scheduled. The time limit in this subsection may be waived when a position on a board or commission has been open or available for appointment for a period of fifteen (15) days and there is only one (1) applicant for the position*"

3/30/26 _____
Date Signed **Applicant's Signature**

City Clerk's Office Use Only:

Date Application Received: 4/16/26

Receipt Acknowledged By: E. Campbell

RETURN COMPLETED APPLICATIONS TO:

Titusville City Clerk's Office, P.O. Box 2806, Titusville, FL 32781-2806, Telephone Number 321-567-3686

Chamber of Commerce Nomination

RECEIVED APR 16 2026

CITY OF TITUSVILLE
BOARDS AND COMMISSIONS
APPLICANT INFORMATION FORM

Please type, if possible (or print clearly) **Date**: April 9, 2026

Legal Name: _Hudson_____Tanya_____M
(Last) (First) (M.I.)

Address: Home: 3960 Rambling Acres Drive, Titusville_ Zip Code: _32796____ _____

Business: _Paradise Signs and Graphics___ Zip Code: __32780__
3650 Bobbi Ln #121, Titusville, FL 32780

Telephone: Home: N/A Business: (321) 567-5253 Cell: (703) 424-6746

Email Address: tanya@paradisesignsandgraphics.com **Employer**: Self

Position/Occupation: __Founder, Owner, CEO__ How Long: _3.5 years__

Board(s) and Commission(s) Preferred (Please rank in order of preference):

1. First Choice: ___Business Management_____
2. Second Choice: _Entrepreneurship_____
3. Third Choice: _____

Note: Please complete the attached supplemental applications.

Why do you desire to serve on the Board(s) indicated on your application?
My expertise lines up with these areas

Work Experience:
Various positions within the natural gas industry between 1997 and 2019, the last 9 years of which I held the position of Chief Customer Officer. I also spent 3 years as a Sr VP leading customer service teams for Wells Fargo.

Education: Post-secondary educational institutions attended:

Name & Location	Dates Attended	Degrees Earned
UCF, Orlando	Fall 1989 - June 1994	Bachelor of Science, Chemistry
Duke University (Nicholas School of the Environment)	1995-1997	Masters of Environmental Management

Professional Licenses or Certificates Held:

Title	Date Issued	Issuing Authority

Community Involvement:

I've been active in every community I've lived in. Most recently, I served on the Board of Governors for Surfside Playhouse (2023-2025), TACC Board of Directors (2023-currently Chairwoman), and BOD for St. Francis Hospice. I am also a member of Rotary and volunteer regularly for various community service efforts.

Are you a member or participant of any community organizations? ☐ Yes ☐ No
If yes, please provide details.
Those listed immediately above, including Rotary, chambers, and multiple board appointments

Interests/Activities:

Hiking, biking, boating, yoga, paddleboarding, kayaking, live music concerts

Personal/Professional References:

Name	Address	Telephone

Potential Conflict of Interest:

Do you have or hold any employment or contractual relationship with any business or any agency which is subject to regulation of or is doing business with the City of Titusville?

☐ Yes ☐ No (If Yes, please provide details below)

? I am not sure if this is a conflict, but I am the current Chairwoman of the Titusville Area Chamber of Commerce, and I own a sign company who may have the opportunity to bid on projects for the City of Titusville.

Do you have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between your private interests and the performance of your public duties on the board/commission or that would impede the full and faithful discharge of your public duties?

☐ Yes ☒ No (If Yes, please provide details below)

None that I am aware of.

Note: A resume or separate sheet with additional information may be included as part of your application.

Please answer the following questions: My business is in the city of Tiusville

1. Are you a City of Titusville Resident (Live in the City Limits)? ☐ Yes ☒ No (Staff verified _____)
2. How long have you lived in the City of Titusville (City Limits)? _____Years My business was opened 2/6/23
3. Are you a Registered Voter? ☑ Yes ☐ No (Staff verified E.C.)
   If yes, provide Registration Number: 130866584 Date of Registration: 07/25/2022
4. Are you currently serving on a City Board? ☐ Yes ☑ No
5. Have you ever served on a City Board? ☐ Yes ☑ No
   If yes, which Board and when? _____
6. Do you feel you have adequate time to devote to this board/commission membership? ☑ Yes ☐ No
7. Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. ☐ Yes ☑ No
   If you answered Yes to Question No. 7, have your civil rights been restored? ☐ Yes ☐ No
8. Are you part of a protected class that requires your personal information to be redacted from public view? ☐ Yes ☑ No

APPLICANT CERTIFICATION

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3. As an applicant, I am aware that City and State law requires that members of certain boards file a detailed financial disclosure form.
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April 9, 2026 — **Date Signed**

Tanya Hudson — **Applicant's Signature**

City Clerk's Office Use Only:

Date Application Received: 4/16/26

Receipt Acknowledged By: E.Campbell

RETURN COMPLETED APPLICATIONS TO:

Titusville City Clerk's Office, P.O. Box 2806, Titusville, FL 32781-2806, Telephone Number 321-567-3686

Economic Development Board of Directors

Supplemental Application

Name of Applicant: _____Tanya Hudson_____ Date: _____April 8, 2026_____

If you wish to serve on the Economic Development Board of Directors, please mark the following that apply to your experience/expertise:

- ○ **Substantial industry experience or expertise in Economic Development**
- ○ **YES - Substantial industry experience or expertise in Business Management**
- ○ **SOME - Substantial industry experience or expertise in Finance**
- ○ **Substantial industry experience or expertise in Real Estate**
- ○ **Substantial industry experience or expertise in Engineering**
- ○ **SOME - Substantial industry experience or expertise in Workforce Development**
- ○ **Substantial industry experience or expertise in Logistics**
- ○ **YES - Substantial industry experience or expertise in Entrepreneurship**

Experience/Expertise:

Before launching my own company here in Titusville in February of 2023, I enjoyed a very successful career in the Corporate world – including C-level leadership for over 10 years. I am not a finance or workforce development professional, but I have a strong foundation in these areas.

Chamber of Commerce Nomination

RECEIVED APR 16 2026

CITY OF TITUSVILLE
BOARDS AND COMMISSIONS
APPLICANT INFORMATION FORM

Please type, if possible (or print clearly) **Date:** 4/11/2026

Legal Name: Bradfield (Last) Kyle (First) L. (M.I.)

Address: Home: 3461 Breezy Point Ln Cocoa, FL Zip Code: 32926

Business: 2395 S. Washington Ave Suite 3 Titusville, FL Zip Code: 32780

Telephone: Home: _____ Business: (321) 607-9300 Cell: 321 224 3426

Email Address: Kbradfield@geico.com

Employer: Geico Local

Position/Occupation: Agency Owner How Long: 5 YRS

Board(s) and Commission(s) Preferred (Please rank in order of preference):

1. First Choice: EDB
2. Second Choice: _____
3. Third Choice: _____

Note: Please complete the attached supplemental applications.

Why do you desire to serve on the Board(s) indicated on your application?

TITUSVILLE NEEDS A ROBUST DEVELOPMENT PLAN TO MAKE SURE WE ARE NOT LEFT BEHIND DURING THIS TIME OF EXPANSION

Work Experience:

20 YEARS INSURANCE AGENT - 5 YEAR AGENCY OWNER
15 YEARS RETAIL & SERVICE MGT

Education: Post-secondary educational institutions attended:

Name & Location	Dates Attended	Degrees Earned
NONE		

Professional Licenses or Certificates Held:

Title	Date Issued	Issuing Authority
P&C & LIFE INSURANCE	5-2007	STATE OF FL

Community Involvement:

Are you a member or participant of any community organizations? ☒ Yes ☐ No
If yes, please provide details.

TITUSVILLE CHAMBER OF COMMERCE INCOMING CHAIR, VICE CHAIR TITUSVILLE YMCA, BOARD PARRISH FOUNDATION

Interests/Activities:

Personal/Professional References:

Name	Address	Telephone

Potential Conflict of Interest:

Do you have or hold any employment or contractual relationship with any business or any agency which is subject to regulation of or is doing business with the City of Titusville?

☐ Yes ☒ No (If Yes, please provide details below)

Do you have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between your private interests and the performance of your public duties on the board/commission or that would impede the full and faithful discharge of your public duties?

☐ Yes ☒ No (If Yes, please provide details below)

Note: A resume or separate sheet with additional information may be included as part of your application.

Please answer the following questions:

1. Are you a City of Titusville Resident (Live in the City Limits)? ☐ Yes ☒ No (Staff verified _____)
2. How long have you lived in the City of Titusville (City Limits)? _____Years
3. Are you a Registered Voter? COCOA ☒ Yes ☐ No (Staff verified EC.)
   If yes, provide Registration Number: 10B191598 Date of Registration: 9/6/2000
4. Are you currently serving on a City Board? ☐ Yes ☒ No
5. Have you ever served on a City Board? ☐ Yes ☒ No
   If yes, which Board and when? _____
6. Do you feel you have adequate time to devote to this board/commission membership? ☒ Yes ☐ No
7. Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. ☐ Yes ☒ No
   If you answered Yes to Question No. 7, have your civil rights been restored? ☐ Yes ☐ No
8. Are you part of a protected class that requires your personal information to be redacted from public view? ☐ Yes ☒ No

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4-11-26
Date Signed

Applicant's Signature

City Clerk's Office Use Only:

Date Application Received: 4/16/26

Receipt Acknowledged By: E. Campbell

RETURN COMPLETED APPLICATIONS TO:

Titusville City Clerk's Office, P.O. Box 2806, Titusville, FL 32781-2806, Telephone Number 321-567-3686

Economic Development Board of Directors

Supplemental Application

Name of Applicant: Kyle Bradfield Date: 4/11/2026

If you wish to serve on the Economic Development Board of Directors, please mark the following that apply to your experience/expertise:

- ● **Substantial industry experience or expertise in Economic Development**
- ● **Substantial industry experience or expertise in Business Management**
- ● **Substantial industry experience or expertise in Finance**
- ○ **Substantial industry experience or expertise in Real Estate**
- ○ **Substantial industry experience or expertise in Engineering**
- ● **Substantial industry experience or expertise in Workforce Development**
- ○ **Substantial industry experience or expertise in Logistics**
- ● **Substantial industry experience or expertise in Entrepreneurship**

Experience/Expertise:

_____

_____

_____

Created on 02-03-26

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Titusville Housing Authority**

Department/Office: City Clerk

Recommended Action:
The Titusville Housing Authority's semi-annual written report is included in the agenda packet. No action is requested.

Summary Explanation & Background:

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:
1. HACTV Semi-annual Report April 2026 signed

Titusville HOUSING AUTHORITY
524 S. Hopkins Ave. · Titusville, FL 32796
O 321.267.4204 · F 321.267.5631
HACTV.com

April 2026

Mayor Andrew Connors and City Council Members,

On behalf of the Housing Authority of the City of Titusville (HACTV), I am pleased to submit this updated semi-annual report. We are proud to share continued progress across several key areas, with a strong focus on capital improvements, service delivery, and resident well-being.

Our mission remains clear: to provide quality, affordable housing while supporting the health, safety, and dignity of our residents. Below are highlights of our accomplishments and updates from October through April 2026.

1. Property Maintenance & Infrastructure Enhancements

We remain committed to maintaining safe, clean, and welcoming environments across all properties:

- **Carpenter Homes Units:** Completed major improvements site-wide.
  - Completed site-wide exterior painting of all units
  - Performed extensive tree trimming to improve storm preparedness and curb appeal
- **South Brown Avenue, Palmetto Street, Pine Street Units:**
  - Conducted tree trimming to enhance overall appearance and property visibility
- **Titusville Towers Assisted Living Facility (TT ALF):**
  - Added a 14 x 24 gazebo to enhance outdoor recreational space for residents
  - Installed security fencing along the north side of the facility
  - Upgraded and expanded the parking lot
  - Replaced the elevator flooring to improve durability and safety
  - Completed sanitary stack lining (CIPI plumbing upgrades), extending the lifespan of critical infrastructure.
- **Vacancy Prep Overhaul:** Continued high-standard unit renovations, including:
  - Installation of luxury vinyl plank (LVP) flooring
  - New cabinetry throughout units
  - New electrical fixtures and LED lighting.

  These upgrades have been well received and have contributed to a more positive community environment.

2. Fleet Expansion & Operational Efficiency

- **Fleet Expansion:** Acquired a new vehicles for our Housing Choice Voucher (HCV) Program, improving staff mobility and service delivery
- **Maintenance Efficiencies:** Improved tracking and turnaround times for vacant units and routine work orders, enhancing overall departmental performance

3. Financial Stewardship & Audit Success

- **Bamboo HR Implementation:** Adopted a new human resources platform to manage the full employee lifecycle.
- **Rent Collection:** Maintained a 99% rent collection rate, supporting financial stability and reinvestment in housing and services.

4. Community & Resident Services

- **Resident Engagement at ALF:** Our ROSS Coordinator continues to enrich the lives of our elderly residents at the ALF with information and engaging presentations. These sessions are instrumental in promoting independence and daily living support.
    - Hosted a fraud prevention seminar in partnership with the Titusville Police Department, which was highly attended and well received
    - Scheduled a clothing distribution event for residents at the end of April
- **New Vending Machine:** Our TT ALF residents are enjoying convenient access to snacks and beverages.

5. Programs and Policy Development

- **HCV Program Updates:**
    - Awarded ten new VASH vouchers in our Section 8 Program.
- **Waitlist Management:** Our waitlist management process provides improved tracking, transparency, and reporting efficiency.
- **Administrative Plan Updates:** Successfully updated the Administrative Plan with public notice and formal Board approval, ensuring alignment with current HUD mandates and agency goals
- **Emergency Safety & Security (ESS) Grant:** Submitted an ESS Grant application FY 2026. Funding would allow us to enhance security measures with the installation of a comprehensive security camera system

6. Rebranding

- **Rebranding Initiative:** Rolled out new logos and visual identity across all communications and signage, increasing community recognition and stakeholder engagement
- **Website:** We continue to provide user-friendly access to information, applications, and resident resources.
    - Added Public Housing Application

- Updated Titusville Towers ALF Brochure
- Added Housing Choice Voucher Re-certification Packet

7. Development & Long-Term Planning

- **Co-Developer:** Ongoing efforts to secure a development partner for the redevelopment of aging public housing, with a focus on sustainability and improved livability
- **Annual PHA Plan FY 2026 & Capital Fund Action Plan:** The FY 2026 Annual PHA Plan and Capital Fund Action Plan have been approved and are guiding investments in modernization, accessibility, and energy efficiency
- **High Performer Status Maintained:** HACTV continues to maintain High Performer designations in both Public Housing and the Section 8 HCV Program under HUD's NSPIRE and SEMAP standards

We remain dedicated to delivering quality housing, responsive services, and meaningful resident engagement. With the continued support of the Mayor, Housing Authority Commissioners, and our dedicated staff, we are well-positioned to meet the evolving housing needs of our community with integrity and innovation.

Respectfully submitted,

Brian Clark

Brian Clark
Executive Director

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Lease Acquisition of Stormwater Vacuum Truck**

Department/Office: Public Works

Recommended Action:
Approve the acquisition of a new stormwater vacuum truck from Environmental Products of Florida from Apopka, Florida under a 5-year lease agreement with Leasing 2, Inc. from Tampa, Florida in the amount of $122,512.39 annually; the maintenance agreement in the amount of $16,500 annually; and the repurchase agreement and authorize the Mayor to execute all the necessary agreement documents.

Summary Explanation & Background:
The City's stormwater vacuum truck lease ends in 2026 and the City needs to extend a new lease for a replacement truck. This equipment is necessary for continued maintenance of the stormwater system, including pipe cleaning, pipe/inlet repair and baffle box cleaning.

It is recommended that City Council approve the acquisition of a new stormwater vacuum truck from Environmental Products of Florida from Apopka Florida under a 5-year lease agreement with Leasing 2, Inc. from Tampa, Florida in the amount of $122,512.39 annually, and a maintenance agreement in the amount of $16,500 annually. This agreement includes a guaranteed buyback of $110,000 at the end of the term. Additionally, authorize the Mayor to execute all the necessary agreement documents and create an associated capital outlay project. Additionally, this amount will be included in the FY2027 Budget.

Alternatives:
Do not approve and do not purchase a new vacuum truck for the Stormwater Division

Item Budgeted:
N/A - FY2027

Source/Use of Funds/Budget Book Page:

Strategic Plan:
Goal 2: Efficient & Effective Services
Goal 3: Financial Stability

Strategic Plan Impact:
This action is in line with Strategic Plan Objectives #2 and #3 by providing for timely replacement of equipment for both service delivery and financial stability.

ATTACHMENTS:
1. Vactor 2100i Proposal 03302026
2. EPG Turn Key Contract - Vactor 2026 - Titusville PW
3. EPG Dealer Repurchase Agreement - Titusville

ENVIRONMENTAL PRODUCTS GROUP

PROPOSAL SUMMARY #97797

Prepared for: City of Titusville – Stormwater Department

Quote per the Sourcewell Contract # 101221-VTR

VACTOR®

Vactor 2100i Sewer Cleaner – Dual Axle

Combination Dual Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy-Duty Dual Axle Freightliner 114SD+ Truck Chassis

Nick Causey | 904.537.8799 | ncausey@myEPG.com

ENVIRONMENTAL PRODUCTS GROUP

City of Titusville
Attn: Sandra Reller
March 30th, 2026

Vactor 2100i Sewer Cleaner

Environmental Products Group would like to thank you for the opportunity to present the following proposal for a new **2027 Vactor 2100i Dual Axle Sewer Cleaner.**

Environmental Products Group is the sole provider of Vactor Sewer Cleaning Equipment in the State of Florida, as well as many other leading industry product lines including Elgin Street Sweepers, Labrie Refuse Equipment, Envirosight Inspection Cameras, PB Asphalt Pothole Patchers, Madvac Sweepers and Vacuums, Petersen Grapple Loaders, TRUVAC Hydroexcavation Equipment and a host of parts, tools and accessories for all your needs.

Environmental Products Group prides itself on our local parts, service, and training capabilities. With multiple full-service locations throughout Florida, Georgia, and Memphis, Tennessee; including Vactor, Elgin, and Envirosight repair centers, extensive parts inventory, factory-trained technicians, mobile parts and service, rentals, turnkey maintenance packages, leasing options, and much more… we are ready to service your every need.

EP Rents is a division of Environmental Products Group, EP Rents specializes in rental trucks when you need them. With a large inventory of Vactor Sewer Cleaners and Trailer Jetters, Elgin Sweeper, Envirosight Pipeline Inspection Cameras, Petersen Grapple Loaders. Call us for any of your rental needs.

Thank you for your consideration.

ENVIRONMENTAL PRODUCTS GROUP

Product Description

- 2100i with Roots 824-16" Hg. Blower, 15 Yard Debris body, 1500 Gallons of Fresh Water

Standard Features

- 48" x 22" x 24" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Intuitouch Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assembly
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- 30 Deg. Sand Nozzle w/Carbide Inserts
- 30 Deg. Sanitary Nozzle w/Carbide Inserts
- 15 Deg. Penetrator Nozzle w/Carbide Inserts
- Nozzle Storage Rack
- Vacuum Tube Storage: Rear Door (2) Pipe
- 1" Nozzle
- 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
- Dual 10" Stainless Steel Float Shut Off System/Rear Mounted
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 60" Dump Height
- Water Sight Gauge PS
- Liquid Float Level Indicator
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump w/3" Drain Valve
- Performance Package: (Hydraulic Variable Flow, Dual PTO's. Dual Hydraulic Pumps)
- 1" Water Relief Valve for Vactor Water Pump
- Stainless Steel Micro-strainer
- Blower Air Shift Controls

- Hydraulic Cooling Package
- Midship Handgun Coupling
- Side Mounted Water Pump
- Rodder Pump Drain Valves
- Hose Wind Guide (Dual Roller)
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Lube Manifold
- Plastic Lube Chart
- Tachometer/Chassis Engine W/Hourmeter
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Hydraulic Tank Shutoff Valves
- 8" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Fixed Rear Door Pipe Rack, 7" Pipe
- Low Water Alarm with Water Pump Flow Indicator
- Front Joystick Boom Control
- Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
- Digital Hose Footage Counter
- Water Pump Hour Meter
- PTO Hour Meter
- Hydraulic Oil Temp Alarm
- Digital Water Pressure Gauge
- Chassis Modifications

Additional Features

- Roots 824-16" Hg. Blower
- 180 Degree Rotation, 10 Ft. x 15 Ft. Rapid Deployment Boom
- Rotatable Boom Inlet Hose, 10 x 15 RDB
- RDB Washout Coupling
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- 1" x 500' Piranha Sewer Hose, 2500 PSI
- Rodder Hose Pinch Roller
- Hydraulic Extending/Rotating 15" Hose Reel (1" x 800') Capacity
- Module Paint, Dupont Imron Elite - Sanded Primer Base

- Debris Body Flush Out System
- 6" Butterfly Valve, Rear Door, 3:00 Position
- 6” Decant w/ Knife Valve, Located Curbside
- Centrifugal Separators
- Folding Pipe Rack, Curbside, 7" Pipe
- Rear Door Splash Shield
- Grate Lifting Hook Installed on Boom
- Blower High Temp Safety Shutdown
- Digital Water Level Indicator
- Digital Debris Body Level Indicator tied to Vacuum Relief Valve
- Wireless Controller, including Hose Reel & Dump Controls
- Hydro-Excavation Kit – Includes Lances, Nozzles, Storage Tray and Vaccum Tube
- Anti-Splash Valve
- High Pressured Hose Reel
- Front Hose Reel Tool Storage
- Final Filter & Blower Silencer Ball Drain Valves
- Rear Directional Control LED Split Arrowboard
- Waterproof, Rechargeable, Wireless, Handheld, LED Spotlight w/12V Charger and Plug
- Front & Rear Mounted, LED Beacon Light with Limb Guard
- Worklights (2), LED, 10 x 15 RDB
- Worklights (2), LED – Rear Door
- Six (6) LED Light Strobe System
- Toolbox, Behind Cab
- Front Bumper Toolboxes
- Long Handle Tool Storage
- Safety Cone Storage Rack - Post Style
- Water Cooler Storage Rack
- Four Camera System, Front, Rear, Both Sides
- One (1) 7” x 78” Higbee Catch Basin Vacuum Tube
- Vactor Standard Manual and USB Version – 1

Chassis Options

- 2027 Freightliner 114SD SBA – 370 HP, Dual Axle 66,000 GVWR
- Automatic Allison Transmission
- High Back Air Ride Driver and Passenger Seats
- Am/FM/CD/USB and Bluetooth Radio
- LED Stop/Turn/Taillights, Heated and Motorized Side View Mirrors

ENVIRONMENTAL PRODUCTS GROUP

Quote per the Sourcewell Contract # 101221-VTR

Titusville's Sourcewell Member ID # 20539

Sourcewell Contract #101221-VTR Price: $549,575.00

Five (5) Year Lease Quote w/ Maintenance: $122,512.39

****Maintenance Plan Price is $16,500.00 per year*

****Guaranteed Buyback of $110,000.00 at end of term.*

***Quote is good for 60-days*

Thank You for the Opportunity!

Nick Causey
Territory Sales Manager
Environmental Products Group, Inc.
C: 904.537.8799 **| O:** 407.798.0004
W: www.myepg.com

Sewer Cleaner Price Reference Sheet

2100i Sourcewell Conract # 101221-VTR

Sales Code	QTY	Description	Sourcewell Price	Sourcewell Price Extended
2115i-16	1	2100i PD- 16" Vacuum- 15 yrd Debris- Combo	$329,253	$329,253
010iSTD		Operator Station Curbside Toolbox	$0	$0
011iSTD		Aluminum Fenders	$0	$0
012iSTD		Mud Flaps	$0	$0
014iSTD		Electric/Hydraulic Four Way Boom	$0	$0
016iSTD		Color Coded Sealed Electrical System	$0	$0
019iASTD		Intuitouch Electronic Package	$0	$0
020iSTD		Double Acting Hoist Cylinder	$0	$0
025iASTD		Handgun Assembly	$0	$0
026iSTD		Ex-Ten Steel Cylindrical Debris Tank	$0	$0
030iSTD		Flexible Hose Guide	$0	$0
032iSTD		(3) Nozzles with Carbide Inserts w/Rack	$0	$0
045iSTD		Suction Tube Storage	$0	$0
046iSTD		1" Nozzle Pipe	$0	$0
048iSTD		10' Leader Hose	$0	$0
1001iSTD		Flat Rear Door w/Hydraulic Locks	$0	$0
1005iSTD		Dual Stainless Steel Float Shut Off System	$0	$0
1011iSTD		Microstrainer Prior to Blower	$0	$0
1023iSTD		Lube Manifold, with Lube Chart	$0	$0
1024iSTD		Debris Body Vacuum Relief System	$0	$0
1031iSTD		Debris Deflector Plate	$0	$0
1033iSTD		60" Dump Height	$0	$0
1041iSTD		Debris Body-Up Message and Alarm	$0	$0
2001iSTD		Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator	$0	$0
2011iSTD		3" Y-Strainer at Passenger Side Fill with 25' Fill Hose	$0	$0
2023iSTD		Liquid Float Level Indicator	$0	$0
3019iSTD		Digital Water Pressure Gauge	$0	$0
4006iSTD		Front Joystick Boom Control	$0	$0
4010iSTD		Boom Hose Storage	$0	$0
4017iSTD		Boom Out of Position Message and Alarm	$0	$0
4022iSTD		Telescopic Boom Elbow- Standard	$0	$0
5010iSTD		Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve	$0	$0
5011iSTD		3"Y-Strainer @ Water Pump	$0	$0
5015iSTD		Midship Handgun Coupling	$0	$0
5022iSTD		Side Mounted Water Pump	$0	$0
6005iDSTD		Digital Hose Footage Counter	$0	$0
6007iSTD		Hose Reel Manual Hyd Extend/Retract	$0	$0
6009iSTD		Hose Reel Chain Cover	$0	$0
6017iSTD		Hydraulic Tank Shutoff Valves	$0	$0
6019iSTD		Rodder Pump Drain Valves	$0	$0
6020iBSTD		Hydraulic Extending 15" - Rotating Hose Reel - 1" x800' Capacity	$0	$0
6025iSTD		Hose Wind Guide (Dual Roller)- Manual	$0	$0
7001iSTD		Tachometer/Chassis Engine w/Hourmeter	$0	$0
7003iSTD		Water Pump Hour Meter	$0	$0
7004iSTD		PTO Hour Meter	$0	$0
7005iSTD		Hydraulic Oil Temp Alarm	$0	$0
7007iSTD		Tachometer & Hourmeter/Blower	$0	$0
8000iSTD		Circuit Breakers	$0	$0
8025iSTD		LED Lights- Clearance- Back-up- Stop- Tail & Turn	$0	$0
9002iSTD		Tow Hooks- Front and Rear	$0	$0
9003iSTD		Electronic Back-Up Alarm	$0	$0
9021iSTD		Camera System- Rear Only	$0	$0
i110STD		Module Paint- DuPont Imron Elite - Wet on Wet	$0	$0
S390ASTD		7" Vacuum Pipe Package	$0	$0
S560STD		Emergency Flare Kit	$0	$0
S590STD		Fire Extinguisher 5 Lbs.	$0	$0
1003i	1	Debris Body Washout	$1,992	$1,992
1007i	1	6" Rear Door Butterfly Valve - 3:00 position	$1,061	$1,061
1012i	1	6" Decant System w/ Air Actuated Knive Valve - Curbside	$2,984	$2,984
1014i	1	Centrifugal Separators (Cyclones)	$6,958	$6,958
1015iG	1	Folding Pipe Rack - Curbside -7" Pipe	$1,382	$1,382
1016iASTD	1	Subframe Mounted -2 Pipe Rack -7"	-	$0
1022i	1	Rear Door Splash Shield	$2,028	$2,028
2018i	1	Additional Water- 1500 Gal Total	$5,294	$5,294
3017i	1	Blower High Temp Safety Shutdown	$687	$687
3020i	1	Digital Water Level Indicator	$886	$886
3021i	1	Digital Debris Body Level Indicator Tied to Vacuum Relief	$1,190	$1,190
4008i	1	Grate Lifting Hook- Installed on Boom	$406	$406
4011iB	1	Bellypack Wireless Controls with hose reel controls- 2-way communications- and LCD Di	$4,100	$4,100

2100i Price Reference Sheet

Sales Code	QTY	Description	Sourcewell Price	Sourcewell Price Extended
4013i	1	Rotatable Boom Inlet Hose	$747	$747
4016i	1	180 deg. 10' x 15' Rapid Deployment Boom	$28,433	$28,433
4020i	1	Anti Splash Valve- Body Inlet	$496	$496
5002iA	1	80 GPM/2500 PSI Jet Rodder pump	-	$0
5021iC	1	Hydro Excavation Kit - Includes Lances w/ Shield- Nozzles- Storage Tray- and Vacuum Tube	$3,428	$3,428
5029iA	1	RDB Washout Coupling	$141	$141
6001iB	1	500' x 1" Piranha Sewer Hose2500 PSI in lieu of STD	$641	$641
6004iD	1	Rodder Hose Pinch Roller	$1,834	$1,834
6014i	1	High Pressure Hose Reel	$1,925	$1,925
6019iA	1	Final Filter and Silencer Ball Valve Drains	$581	$581
6031i	1	Front Hose Reel Tool Storage	$389	$389
8001iL	1	Rear Directional Control- LED Split Arrowboard	$2,833	$2,833
8002iA	1	Wireless- Waterproof- Rechargable- Handheld- LED Spot Light w/12V Charger	$469	$469
8004iF	1	Rear Mounted- LED Beacon Light w/ Limb Guard	$1,340	$1,340
8004iG	1	Front Mounted- LED Beacon Light w/Limb Guard	$1,340	$1,340
8020iE	1	Lighting Package- 6 Federal Signal Strobe Lights	$2,038	$2,038
8024i	1	Amber Lights for Flashing Light Package	-	$0
8028iA	1	Worklights (2), Self-Leveling Boom LED	$1,040	$1,040
8029i	1	Worklights (2)- LED- Rear Door	$844	$844
9021iB	1	Camera System- Front- Rear and Both Sides	$1,963	$1,963
9023iA	1	Safety Cone Storage Rack - Post Style	$213	$213
9024i	1	Water Cooler Storage Rack	$213	$213
9070iA	1	Toolbox- Front Bumper Mounted- 16 x 12 x 18 w/(2) LED Side Markers	$2,571	$2,571
9070iB	1	Long Handle Tool Storage	$455	$455
9071iE	1	Toolbox- Behind Cab - 16w 30h x 96d	$4,101	$4,101
i124STD	1	Vactor 2100i Body Decal- Standard	-	$0
S391iA	1	7" x 78" Higbee Catch Basin Nozzle	$901	$901
V-LOGO-APPL.	1	Vactor Logos - Applied	-	$0
FREIGHT	1	FREIGHT	$4,486	$4,486
CHASSIS	1	Freightliner 114SD +, 370 HP, Single Axle 4x2, 46,000 GVWR, Allison Automatic	$127,933	$127,933
		FINAL TOTAL		**$549,575**

LEASE FINANCING PROPOSAL

Lessee
City of Titusville, FL

Vendor
Environmental Products Group
Nick Causey

Proposal Date:	March 30, 2026		
Equipment Description:	(1) Vactor Sewer Cleaner		
Commencement Date:	May 15, 2026		
	Option 1	**Maintenance**	
Equipment Cost:	$549,575	$16,500	
Lessee Down Payment:			
Amount Financed:	$549,575	$16,500	
Lease Term:	5 Years	5 Years	
First Payment Date:	10/15/2026	10/15/2026	
Payment Frequency:	Annual	Annual	
Interest Rate:	5.18%	N/A	
Payment Amount:	$106,012.39		***Total Annual Payment $122,512.39***
Balloon:	$110,000		
Balloon Due Date:	10/15/2032		

Qualifications:

1. **Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:

a) **Rate Expiration**: Signing this proposal does not in itself lock in your rate. This lease must be credit approved, contracts properly signed, and the lease funded by Leasing 2 within thirty days from the date of this proposal to protect the rates quoted.

b) **Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.

c) **Fixed Rates**: Rates are fixed for the entire term.

2. **Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.

3. **Financial Reporting**: All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-for profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.

4. **Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.

5. **Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, and qualified as a tax exempt obligation under the tax reform act of 1986 as amended.

Financing provided by:

Leasing 2, Inc.

Contact: **Rick Carney**
Phone: 813-258-9888 x16
Date: March 30, 2026
Email: rcarney@leasing2.com
Web: www.leasing2.com

REQUEST TO PROCEED:

When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below and completing the requested information. We will immediately email you our application. Thank you for your confidence and consideration.

Proposal date: March 30, 2026 **Option Chosen:** _____ (where applicable)

Upcoming Governing Body meeting date for lease approval: _____

City of Titusville, FL
Name of Lessee

_____ _____
Authorized Signature **Date**

_____ _____
Printed Name Of Authorized Signature **Title**

_____ _____
Contact Name (If Different Than Authorized Signature) **Contact Phone**

_____ **Last month of your budget year?**_____
Contact E-Mail Address

Please complete the above information and ***fax or email*** *all pages of the proposal to*
813-258-9333 / rcarney@leasing2.com

ASSOCIATION FOR GOVERNMENTAL LEASING & FINANCE

**** Important: A Resolution will be required with the lease contract ****
In the event that you require board action to sign this proposal, please call us so that we may forward the preferred form for the meeting.

Are you ready to move forward with Leasing 2?

Here is a quick overview of our process

1. Signed Proposal - *When you are ready to move forward with Leasing 2, email a scan of the completed and signed proposal back to Leasing 2.*

2. Credit Application - *A credit application and request for current financial reports will be emailed to the designated contacts upon receipt of the signed proposal. The credit application should be completed and returned promptly to protect your quoted interest rates. Credit approval usually comes within a few days receipt of the completed credit application.*

3. Financing Agreement - *Once credit approval is accomplished, the financing agreement will be emailed for review and signature. Once the contracts are signed and returned, we are ready for closing.*

ENVIRONMENTAL PRODUCTS GROUP

Turn Key Maintenance Contract

The intent of this agreement is to describe special terms and conditions for **City of Titusville** to lease or purchase a sewer cleaner with vendor maintenance. The proposal is written to ensure that equipment operated by you will provide the lowest total cost during its useful life. The proposal is supplemental to the **Vactor Sewer Cleaner** Technical Specifications. This contractual agreement includes all preventative maintenance and repairs to both the body and chassis with noted exceptions.

DEFINITIONS:

- The term "Customer" shall mean the **City of Titusville.**
- The term "EPG" shall mean Environmental Products Group, Inc., the dealer who represents the manufacturer of the equipment being proposed.
- The term "Fleet Management" shall mean Customer Fleet Manager or his/her designated representative, wherein the equipment will be operated and maintained.
- The term "EPG Principal" shall mean the principal person or his/her designated representative of EPG, Inc., whom this contract shall apply.
- The term "normal workday" shall mean a day which falls on or between Monday and Friday of the calendar week, 52 weeks a year, excluding city holidays. A list of all city holidays shall be supplied to the EPG from you upon award of this contract.
- The term "normal working hours" shall mean the time period of a normal workday when the Customer's main equipment shop and/or maintenance facility is normally open for operation. The Customer shall supply EPG with this information upon award of this contract.
- The term "in-service date" shall mean the date the Customer places the unit in operation. The Customer will notify the EPG Principal of the in-service date.
- The term "downtime" shall mean the period of time measured in normal workdays that the unit is unable or unsafe to perform those operations for which the unit was designed.

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TERMS OF THE MAINTENANCE CONTRACT:

1. **Term of Maintenance Contract:** This guarantee shall be in effect for a period of Five (5) years. Effective Start Date will be **TBD.**

2. **Rates**: **$16,500** annual in advance.

3. **Required Training:** The training will require a minimum of one (1) day for operating, daily and weekly maintenance overview.

4. **Customer Responsibilities – Consumable Items:** The Customer is responsible for providing fuel, insurance, an operator for the machine and the following consumable items; jetting nozzles, leader hose, vacuum elbow, black vacuum/debris hose, aluminum vacuum tubes and rodder hose. Original equipment items listed in this paragraph to be utilized and will be sold by EPG to the Customer to ensure OEM integrity is maintained.

5. **Customer Responsibilities – Daily and Weekly Responsibilities:** The Customer is responsible for the daily and weekly maintenance of the machine in accordance with instructions from EPG and/or the manufacturer. Weekly maintenance includes lubrication of the truck to include lube points, drivelines; as notated on the lube charts and/or unit manuals and activating the Regen System as noted in Item #6.

6. **Customer Responsibilities – Regen Policy:** The Customer is responsible for monitoring the chassis DPF/Regen system. As Regen warning lights progress to a mandatory action (yellow or red warning lights), it is the Customer's responsibility to stop the vehicle and start the Regen process. In the event the unit de-rates due to a failure of running the regen process, it is the Customer's responsibility to take the unit to the appropriate chassis dealer for repairs. The Customer is responsible for this expense. Loaner equipment will not be provided due to Regen Issues that are a result of not completing the mandatory regen.

7. **Customer Responsibilities – Tag and Title:** The Customer is responsible for payment of Title and License Plate Fees.

8. **Customer Responsibilities – Operator Damage:** Repair of damage caused by the Customer personnel is not covered by this agreement and must be repaired to manufacturer's original specifications within a reasonable time frame upon notification of damage. Loaner equipment will not be provided when the unit down due to customer damage.

9. **EPG Responsibilities – Program Overview:** EPG is responsible for the cost and labor of the following:
    a) All preventative maintenance requirements for the chassis and body.
    b) All repairs to chassis and sewer cleaner body and related components.
    c) Tires are not included.
    d) Operator damage or negligence is not included.

10. **EPG Responsibilities - Transportation of Units:** EPG shall be fully responsible for transporting to and from your facility, at no cost to you for any repairs or

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maintenance required, if said repairs or maintenance cannot be completed at The Customer's site.

11. **EPG Responsibilities - Maintenance Plan Guarantee:** EPG shall guarantee that the equipment purchased under this contract will be available for operation during normal workdays. In the event a unit is not, a loaner will be provide as stipulated in Item 13.

    11.1. Equipment availability shall apply to equipment put out of service for any reason other than i.e. operator damage, theft, vandalism, accident or incidents out of control of EPG which render the unit unable or unsafe to perform those operations for which the unit is designed. The Customer's supervising personnel, after inspection will determine in conjunction with an EPG Principal, if the unit was inoperable or unsafe and the cause of the downtime. Equipment availability shall not apply to equipment during routine maintenance.

    11.2. The unit will be considered out of service starting the first normal workday, following EPG notification by The Customer that the unit is inoperable or unsafe and requires repair. Therefore, the downtime clock will start at the beginning of the first normal workday, following such notification. The Customer's Fleet Manager will notify the EPG Principal during normal working hours of a unit that is out of service and requires repair. The unit will be considered in service (operational) starting the first normal workday following the completion of the repair and/or return of the repaired unit. Therefore, the downtime clock will stop at the beginning of the first normal day following the repair completion or return of the repaired unit.

12. **Downtime Credit:** EPG will credit The Customer a daily amount of $75.00 for each normal workday in the event a loaner unit is not available. This daily fee represents a daily loss of use, which is a daily value of the annualized program, less weekends and PTO.

13. **Loaner Units:** EPG will provide a loaner unit should repair downtime be more than seven (7) consecutive normal workdays for body related downtime. Chassis downtime will not be included in the loaner policy. All costs associated with securing and delivering the relief unit shall be at EPG, 's expense, with no cost to the Customer. The relief unit must be functionally equivalent to its replacement.

    a) A Certificate of Insurance or Self Insurance Certificate for Loaner Equipment will need to be provided at the beginning of this agreement and remain in force the entire duration of this maintenance agreement. Name to be listed on the insurance is Environmental Products Group, Inc and/or EP Rents, LLC.

    b) A no charge rental/loaner document will need to be executed, that notates that the customer's responsibilities including; returning the unit clean, with all equipment/tooling and without damages. Use of consumables as defined in #4 will be the customer's responsibility.

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14. **Equipment Hours:** This proposal is based on maximum average annual usage of the sweeper equipment of 2,000 operating hours per year. $12.00 per hour over the 2,000 hours per year will be deducted from the re-purchase amount if the sweeper.

Term. This agreement covers a 5-Year Term.
Period Begins: TBD (Date of In Service)
Period Ends: **TBD** (Date of Repurchase)

City of Titusville	**Environmental Products Group, Inc.**
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

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ENVIRONMENTAL PRODUCTS GROUP

REPURCHASE AGREEMENT

This Repurchase Agreement (the "Agreement") is entered into as of this **Date TBD** by and between **Environmental Products Group, Inc.**, a Florida corporation, with its principal place of business at 700 Hermit Smith Road, Apopka, Florida 32703 ("Dealer"), and **The City of Titusville** (Customer) with its principal place of business at **555 S. Washington Avenue, Titusville, FL 32796.**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Dealer and Customer hereby agrees as follows:

AGREEMENT

1. **Repurchase**. Upon expiration of the Term of this agreement, Dealer shall repurchase the Vehicle subject to satisfaction of the conditions (Reference: Appendix B) therefore and as otherwise provided herein.

2. **Delivery**. Dealer shall obtain possession of and deliver Vehicle for repurchase to Dealer's location set forth above or such other location as Dealer may designate. The date of delivery of the Vehicles to such location shall be the "Delivery Date."

3. **Price**. The price of the repurchased Vehicle (the "Repurchase Price") shall be **One Hundred & Ten Thousand Dollars ($110,000.00)** as set forth in Exhibit A attached hereto.

4. **Hour Limitations.** There may be hour restrictions for the equipment that impact the final repurchase amount. Please refer to the initial equipment contract for details. EPG reserves the right to adjust the actual repurchase amount to adhere to these guidelines.

5. **Title**. Title for each Vehicle will be sent to Dealer or its authorized representative within 10 business days of receipt by Customer of the Repurchase Price as defined above, in good funds. Title to each Vehicle shall be free and clear of any liens or encumbrances.

6. **Payment**. Full payment by Dealer of the amount of the Repurchase Price determined pursuant to Section 3 hereof shall be made within five (5) business days following the Delivery Date of the Vehicles to Dealer. In the event Dealer fails to timely pay the Repurchase Price for any Vehicle in full, Dealer shall pay interest on the unpaid amount of such obligation at the "Prime Rate" in effect on the date that payment of the Repurchase Price was due, accruing on and from the date payment of such amount was due through

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the date such amount is paid in full. The "Prime Rate" shall mean the rate published in The Wall Street Journal described therein as the base rate on corporate loans at large U.S. money center commercial banks, as such rate may vary from time-to-time. If such base rate is expressed in a range in said publication, the higher rate of the range shall apply. In the event The Wall Street Journal ceases to publish such base rate, then Customer shall designate a similar source for such base rate. The "Prime Rate" applicable to any unpaid repurchase obligation of Dealer shall be determined initially as of the date payment of such obligation was due and shall be adjusted thereafter on the last business day of each calendar month and shall serve as the basis for establishing the rate of interest accruing on such unpaid amount for the next succeeding calendar month.

7. **Transportation Charges**. Dealer shall be responsible for arranging transportation of each Vehicle for delivery to the address set forth above or other location designated by Dealer as provided herein.

8. **Sole Parties**. This Agreement is made exclusively for the benefit and solely for the protection of Dealer and Customer.

9. **Binding Effect and Amendment**. Customer shall have no right to assign any of Customer's rights hereunder without the prior written consent of Dealer in its reasonable discretion. This Agreement shall be binding upon the parties hereto and their successors and permitted assigns. This Agreement may be amended, altered or changed only by an instrument in writing signed and approved by Dealer and Customer.

10. **Applicable Law**. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Florida without regard to conflicts of law principles.

11. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Furthermore, the parties agree that this Agreement may be executed and delivered by means of facsimile or scanned email document and that any such electronic signature shall be effective and binding on the parties so signing.

12. **Notices**. Any notice, consent, request or other communication required or permitted to be given hereunder shall be in writing and shall be delivered by (a) personal delivery, (b) nationally recognized overnight delivery service, (c) registered or certified mail, return receipt requested, postage prepaid, (d) telecopier or facsimile machine, or (e) e-mail to the parties as follows (as elected by the parties delivering such notice).

If to Dealer: **Environmental Products Group, Inc.**

Attention: Christopher Haase
700 Hermit Smith Road
Apopka, Florida 32703
Fax Number: (407) 798-0013
E-mail: CHaase@myEPG.com

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If to Customer: **City of Titusville**
Attention: City of Titusville
Address: 555 S. Washington Avenue
Titusville, Florida 32796

All notices and other communications shall be deemed to have been duly given on (a) the date of delivery if personally delivered, (b) the day after delivery to the service if by nationally recognized overnight delivery service, (c) three days following posting if delivered by mail, or (d) on the date a copy is delivered by telecopier or facsimile machine, or (e) at the time received by the recipient if delivered by e-mail, whichever shall first occur. Any party may change its address or other contact information for purposes hereof by notice to the other party given in accordance with the provisions hereof.

13. **Entire Agreement**. This Agreement, the Assignment, and the exhibits attached hereto and thereto, respectively, constitute the entire Agreement of Dealer and Customer concerning the transactions contemplated by this Agreement and supersede and cancel any and all previous negotiations, arrangements, agreements, understandings or letters of interest or intent.

14. **Severability**. Every provision of this Agreement is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

14. **Term.** This agreement covers a 5-Year Term.
Period Begins: **TBD** (Date of In Service)
Period Ends: **TBD** (Date of Repurchase)

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Customer: _____

By: _____

Name: _____

Its: _____

Date: _____

Environmental Products Group, Inc.

By: _____

Name: _____

Its: _____

Date: _____

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EXHIBIT A – Unit Identification

Year	Chassis	VIN	Body	Body Serial Number	Repurchase Amount
2027	**Freightliner 114SD**	**TBD**	**TBD**	**TBD**	**$110,000.00**

EXHIBIT B - Repurchase Conditions

Unit(s) shall be in good operating condition with all specifications as delivered to the Customer at the start of the contract, shall be delivered to the Dealer. The unit must pass a DOT Inspection and all components must operate within acceptable performance standards. Unit(s) must return with 50% or more tire tread remaining. Tire Recaps are not acceptable. Lastly, there may be no body damage that exceeds $2,000.00 per unit.

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City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **First Avenue Sidewalk and Roadway Improvements**

Department/Office: Neighborhood Services

Recommended Action:
Approve award of a Contract for CN-26-B-028MG to Universal Contracting and Construction for the First Avenue Sidewalk and Roadway Improvement Project in the amount of $349,981.25 and authorize the Mayor to execute the Contract.

Summary Explanation & Background:
The First Avenue Sidewalk and Roadway improvement project is a CBDG funded project to mill and repave the asphalt along First Avenue from the transition at Maxwell Street to the transition to Gilbert Street. Intersections at Short St, Lucky St, Booker St, and Warren St will also have some improvements of the roadway at those intersections with First Ave to the extents of the sidewalk. The project includes adding sidewalks on both sides of First Ave and connecting sidewalks to each side street listed above. The project also includes curbing and converting a few existing inlets to closed flume inlets.

The bid for the above-described work was advertised on March 10, 2026 as Bid CN-26-B-028MG. 50 vendors obtained bid documents and nine (9) vendors submitted sealed bids, which were opened on April 7, 2026 (See attached bid tabulation).

It is recommended that City Council approve award of a Contract for Bid CN-26-B-028MG to Universal Contracting and Construction the First Avenue Sidewalk and Roadway Improvement Project in the amount of $349,981.25 and authorize the Mayor to execute the Contract.

This is a time sensitive CDBG funded project.

Alternatives:
Do not award the contract.

Item Budgeted:
Yes

Source/Use of Funds/Budget Book Page:
121-5555-554-83-00-CDBG00 Grants & Aids $349,982

Strategic Plan:
Goal 1- Quality of Life

Strategic Plan Impact:
This project aligns with goal 1 by enhancing the physical appearance of the City.

ATTACHMENTS:
1. 1st Ave CDBG Project Contract
2. CN26B028MG Exhibit 1
3. CN26B028MG Exhibit 2
4. CN-26-B-028MG Bid Tabulation

FIRST AVENUE SIDEWALK & ROADWAY IMPROVEMENTS PROJECT - FY26 CDBG
CONSTRUCTION CONTRACT # CN26B028MG

This Contract made and entered into this _____day of _____20_____, between the City of Titusville, Florida, a municipal corporation of the State of Florida, hereinafter referred to as the "City" or "Owner", and Universal Contracting & Construction, Inc., with a principal address of 9075 Ellis Road, Melbourne, FL 32904, hereinafter referred to as the "Contractor".

Whereas, pursuant to all City Purchasing & Contracting policies, statutory requirements, and federal laws applicable, the City has competitively bid and advertised the Work titled "CN-26-B-028MG - FIRST AVENUE SIDEWALK & ROADWAY IMPROVEMENTS PROJECT - FY26 CDBG"; and

Whereas, the City desires to engage a licensed, qualified, and experienced Contractor who has special and unique competency in sidewalk and roadway improvements and construction projects; and

Whereas, the Contractor represents that it is duly licensed, and it has such competence and experience in providing these services; and

Whereas, the City in reliance on such representations has selected the Contractor in accordance with the requirements of law; and

Whereas, at the regular City Council meeting of April 28, 2026, the award of this Contract was duly considered and approved; and

Whereas, the City and the Contractor desire to reduce to writing their understanding and agreements on such.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **TERM**: This Agreement shall commence on the day it is executed by both parties and the term of this Agreement shall extend until completion of the project but not to exceed **June 15, 2026**.
2. **DESCRIPTION OF WORK:** The Contractor shall furnish all supervision, labor, materials, supplies, tools, equipment and transportation necessary to perform and satisfactorily complete contract work shown on the Drawings and Specifications for this project within Exhibit 1 attached and incorporated herein. In addition, all work shall be performed in accordance with the Contract Documents, including Addenda (if any) and written change orders issued after execution of this agreement and as directed by the Project Manager in accordance with the expressed or obvious intent of the Contract hereinafter called Contract Documents, "CN-26-B-028MG - FIRST AVENUE

SIDEWALK & ROADWAY IMPROVEMENTS PROJECT - FY26 CDBG." Any Federal, State, or Local regulatory requirements shall apply and be followed by the Contractor and any Subcontractor, to include but not limited to Davis Bacon Act, CDBG Block Grant, and FDOT Specifications for Road & Bridge Construction.

3. **CONTRACT DOCUMENTS:** The Contract Documents on which this agreement between the City and Contractor is based, which contains the plans and specifications in accordance with how the work is to be done, are attached, and incorporated as if fully set out herein and include the following:
    a) The standard solicitation packet and specifications titled "CN-26-B-028MG - FIRST AVENUE SIDEWALK & ROADWAY IMPROVEMENTS PROJECT - FY26 CDBG" which is attached hereto as **Exhibit 1** with all related documents, addenda if any, including CDBG Block Grant requirements, and any written modifications issued after execution of this Contract, if any.
    b) Plans and specifications as provided by the City.
    c) Contractor's bid submittal dated April 7, 2026, attached hereto as Exhibit 2 with all related documents, addenda if any, and other documents listed in the Contract Documents, and written modifications issued after execution of this Contract, if any.
    d) This Contract.
        1) INTENT: The Scope of Work, hereafter referred to as "Work", is an integrated part of the Contract Documents and as such do not stand alone if used independently. These documents establish minimum standards of quality for the Contract. The intent of the Contract Documents is to set forth requirements of performance. It is also intended to include all supervision, labor, materials, equipment, tools, and transportation necessary for the proper execution of the Work, to require complete performance of the Work despite omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.
        2) ENTIRE AND SOLE AGREEMENT: Except as specifically stated herein, the Contract Documents constitute the entire agreement between the

parties and supersede all other agreements, not specifically set forth in the Contract Documents. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in the Contract Documents.

3) AMENDMENTS: The parties may modify this Contract at any time by written mutual agreement. Neither the Contract Documents nor any term thereof may be changed, waived, discharged, or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination is sought.

4. **COMPENSATION AND PAYMENTS:** For satisfactory performance of the Work, the City will pay the Contractor the total sum of **Three hundred forty-nine thousand, nine hundred eighty-one dollars and twenty-five cents ($349,981.25)**. All work shall be invoiced based on unit prices from Exhibit 2. Payment shall be made for all Work completed by the Contractor during each calendar month which has been accepted by the City and properly documented. Payments shall not be made for Work deemed incomplete or deficient by the City Project Manager. At the end of each month the Contractor shall submit an invoice with supporting documentation of all Work completed for that month, to the Project Manager for approval and payment. All invoices shall be considered a "proper invoice" when including at minimum, invoice number, purchase order number, date of order, date of delivery, terms of payment, itemized list of materials or services rendered, delivery destination, and delivery or freight charges listed separately from materials and supplies.

The City shall make partial payments to the Contractor on the basis of a duly certified and approved Pay Application, also referred to as invoice, for the Work performed during the preceding calendar month by the Contractor, less five percent (5%) of the amount of such pay application request which is to be retained by the City until all Work has been performed strictly in accordance with the Contract and until such Work has fully been accepted by the City Project Manager.

When the assignment schedule, mutually agreed upon by the City and the Contractor, is approaching substantial completion, a pre-final inspection shall be conducted. Within thirty (30) calendar days after reaching substantial completion, the City shall generate a single list (Punchlist) of items required to render complete, satisfactory, and acceptable the construction services purchased by the City. The

Contractor will enter the estimated cost to complete each item on the list and return to the City within ten (10) calendar days. The City reserves the right to modify costs, as deemed reasonable, and finalize the Punchlist within five (5) calendar days.

Within twenty (20) business days after developing the Punchlist, and after receipt of a proper invoice or payment request, the City will pay the Contractor the remaining balance of the Contract, including all remaining retainage withheld by the City pursuant to Section 255.078, Florida Statutes, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the list.

Upon the City's acceptance of the Work covered by this Contract and the receipt and acknowledgment by the City of a proper maintenance bond and as built plans, and submission by the Contractor, of evidence satisfactory to the City that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, and also, after all guarantees that may be required are provided, final payment (for retainage duly invoiced) on account of this Contract shall be made within twenty-five (25) business days after receipt of a proper pay application request by the City's Project Manager, pursuant to the Prompt Payment Act (Section 218.735 of the Florida Statutes) and all general conditions hereof.

a) **REQUEST FOR ADDITIONAL WORK** – Requests arising from changes or revisions made by the Contractor at the City's request shall be presented to the City before Work starts on the changes or revisions. If the Contractor deems that extra compensation is due for Work not covered herein, or in any Supplemental Agreement, the Contractor shall notify the City in writing of its intention to make claim for extra compensation before Work begins on which the request is based. If such notification is not given and the City is not offered by the Contractor a method acceptable to the City for keeping strict account of actual cost, then the Contractor hereby waives its request for such extra compensation. The City is not obligated to pay the Contractor if the City is not notified as described above. The Contractor may refuse to perform the additional Work requested by the City until the parties execute an appropriate Contract change order. Such notice by the Contractor and the fact that the City has kept account of the costs as aforesaid shall not in any way be construed as providing the validity of the claim.

b) **RELEASES** – When it is determined, as a result of a joint inspection of the Work by the Contractor and City Project Manager, that the Work has been

completed in accordance with the terms of the Contract Documents, the completion of the Work shall be certified by the City Project Manager. At that time, the Contractor may submit the Contractor's final request for payment. Prior to final payment, the Contractor shall execute and deliver to the City a Contractor's Affidavit and Release of Claim for all claims against the City arising under or by virtue of the Contract. Also, from each supplier or Subcontractor who has notified the City of their right to file a claim (Notice to City) or who is listed in the Contractor's Affidavit and Release of Claim as an unpaid potential claimant, a Claimant's Sworn Statement of Account, executed by the supplier or Subcontractor, must be attached to each request for payment.

The Purchasing & Contracting Administrator shall be the final authority as to the appropriateness of any payment submittal. The Purchasing & Contracting Administrator's decisions on payment matters shall be made in accordance with the word of the Contract, City Policy Administrative policy 1-3 Procurement and Contracting, and legal requirements.

c) **APPEALS** – Appeals of the City's decisions shall be labeled as follows and submitted to the Purchasing and Contracting Office in writing:

City Manager
City of Titusville
P.O. Box 2806
Titusville, FL 32781-2806

All appeals shall be processed in accordance with the dispute resolution of the Contract Documents.

5. **DISPUTE RESOLUTION:** In the event a dispute occurs between a Contractor the City concerning payment of an invoice, the City Department Director, along with the City's Purchasing and Contracting Administrator and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such dispute procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. The City Department Director and Purchasing and Contracting Administrator will make a recommendation to the City Manager based on the facts and the mutual meeting. Any decision by the City Manager shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party after such decision. If no decision is rendered within the time period as set out

above, then a decision against the invoicing party shall be deemed to have been issued.

6. **CHANGE ORDERS:** The City reserves the right to make such changes in the Plans and/or Specifications within the general scope of the Contract at any time by written Change Order in accordance with the General Conditions of the solicitation.

   The City Manager or designee is authorized to approve Change Order(s) provided that the amount(s) of such Change Order(s) do not increase the authorized contract amount. Furthermore, for any Change Order(s) that will increase the authorized contract amount, the City Manager is authorized to approve, whichever is greater, up to $25,000.00 or ten percent (10%) of the latest contract amount, and not to exceed $50,000.00 for budgeted capital outlay items, provided that sufficient budgeted funds are available for this project.

7. **PROJECT SCHEDULE/TIME OF COMPLETION:** The Contractor shall commence Work to be performed under this Contract upon receipt of written Notice to Proceed from the City's Project Manager. The Contractor shall begin the Work and shall fully complete the Work in accordance with the Contract Documents the commencement date stipulated in said written notice and no later than June 15, 2026, as set forth in the contract award.

   The Contractor shall perform all Work under this Contract in a timely manner consistent with the assignment schedules as mutually agreed upon by the City and the Contractor.

   A delay beyond the Contractor's control may entitle the Contractor to an extension of time in which to complete the Work as approved and determined by the City provided, however, the Contractor shall immediately give written notice to the City of the cause of such delay. Contract time shall not be extended for "Rain Day" delays. The City will continually monitor the effects of weather and, when found justified, the City will require the Contractor to submit a request for additional time due to the effects of weather. The City may grant time extensions, on a day-by-day basis, for delays caused by the effects of rains or other inclement weather conditions causing adverse soil conditions that prevent the Contract from productively performing controlling items of work resulting in:

   a) The Contractor being unable to work at least 50% of the normal workday on pre-determined controlling work items; or

   b) The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect, and provided that the Contractor was unable to work at least 50% of the

normal workday on pre-determined controlling work items. No additional compensation will be made for delays caused by the effects of inclement weather.

"Rain day" requests must be submitted at the end of each work week or be waived, and the cumulative "rain day" extensions granted shall be processed as a Change Order with each pay submittal.

The City shall have the authority to suspend the Work wholly or in part, for such periods as may be deemed necessary and for whatever cause, by sending written notice of suspension to the Contractor. If the Contractor or the City shall become aware of any condition that may be cause for suspension of the Work, they shall immediately advise the concerned parties of such condition. The Contractor shall not suspend operations under the provisions of this paragraph without the City's written permission. In the event the City suspends the Work, the Contractor may be granted an extension of time to complete the Work for as many calendar days as the Work was suspended; except that the Contractor will not be granted an extension of time to complete the Work if the suspension was caused by a fault of the Contractor.

8. **CONTRACTOR'S ACCEPTANCE OF CONDITIONS:** The Contractor hereby agrees that they have carefully examined the surface of the site and has made sufficient tests or other necessary subsurface investigations to fully satisfy that such site is a correct and suitable one for this Work and they assume full responsibility, therefore. The provisions of this Contract shall control any inconsistent provision contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees for the Work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the City than against the Contractor and their Surety.

Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the City's Engineer, and their decision shall be final and binding the Contractor.

It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the Work or material by the City, its consulting Engineer/Architect or by any agent or representative as in compliance with the terms of the Contract and/or the Drawings, and Specifications covering said Work, shall not operate as a waiver by the City of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said Work; and the City may require the Contractor and/or their

Surety to repair, replace, restore and/or make to comply strictly with this Contract and the Drawings and Specifications any and all of said Work and/or materials which within a period of two (2) years from and after the date of the passing, approval, and/or acceptance of any such Work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guaranteed provisions. Failure on the part of the Contractor and/or their Surety, immediately after notice to either, to repair or replace any such defective materials and Workmanship shall entitle the City, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the Contractor and/or their surety, who shall in any event be jointly and severally liable to the City for all damage, loss and expense caused to the City by reason of the Contractor's breach of this Contractor and/or their failure to comply strictly with the Contract and with the Drawings and Specifications.

9. **PROJECT MANAGER:** The City shall designate a Project Manager. All Work done shall be subject to the review of the City's Project Manager or Department Director. Any and all technical questions, which may arise as to the quality and acceptability of materials furnished, work performed or work to be performed, interpretation of the specified requirements and all technical questions as to acceptable fulfillment of the Contract on the part of the Contractor shall be referred to the Project Manager who will resolve such questions.

   The Work shall be subject at all times to review by the City Project Manager or Department Director. The City shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed review. The City shall not be responsible for the acts or omissions of the Contractor. All changes to the scope of work or any deviations from the Contract Documents must be mutually approved in writing and processed through Purchasing & Contracting in accordance with City policy.

10. **CONTRACTOR'S DUTY & PERFORMANCE:** Contractor's services will meet the industry standard level of care and skill ordinarily used by members of Contractor's occupation/profession performing the type of services provided herein within the State of Florida.

Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over assembly means, methods, techniques, sequences, and procedures, and coordinating all portions of the Work under this Contract, unless the Contract Documents give other specific instructions concerning these matters.

Failure to fully perform to the requirements specified herein in an effective and timely fashion will be unacceptable to the City and upon notice from the Department Director or Project Manager, the Contractor agrees to implement immediate corrective measures.

Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work. Unless otherwise provided in the Contract Documents, Contractor shall pay all sales, use, and other similar taxes.

Contractor shall hold and maintain at all times during the term of this Contract all federal, state, and local licenses necessary to perform the Work under the Contract.

Cleanup - The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or Work. At the completion of the Work, the Contractor shall remove all their rubbish, tools, scaffolding and surplus materials and shall leave the work area "broom clean" or its equivalent, unless more exactly specified, and shall ensure that all debris and other unsightly objects are removed and disposed of in a satisfactory manner in accordance by Florida regulations as well as clean and degrease the area. At no additional expense to the City, the Contractor will restore to their original conditions or better, as nearly as practicable, those portions of the site not designated for alteration and all such property, structure, utilities, landscaping, etc., disturbed or damaged during the completion of the Work. Final payment will be withheld until such clean up and repairs are completed.

The Work will be considered complete only after all debris and unused material due to or connected with the Work have been removed and the surrounding area left in a condition satisfactory to the City. In the event the City finds that the Contractor has not complied in keeping the job site clean, the City may, after twenty-four (24) hours written notice to the Contractor to correct the situation, elect to have the job site cleaned by an

independent labor force. The cost of cleaning by said independent labor force shall be deducted from the monies due the Contractor.

11. **CONTRACTOR'S RESPONSIBILITY FOR WORK:** Until acceptance of Work by the City, the Work shall be under the charge and care of the Contractor, and Contractor shall take every necessary precaution against damage to the Work by action of the elements or from any other cause whatsoever, whether arising from execution or from the non-execution of the Work. The Contractor shall reprint, repair, restore, and make good, without additional compensation, all damage to any portion of the Work occasioned by any cause, other than the sole and active negligence of the City, before its completion and acceptance.

    Materials and equipment shall be stored so as to incur the preservation of their quality and fitness for the Work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located so as to facilitate prompt inspection.

12. **UNCONTROLLABLE CIRCUMSTANCES ("FORCE MAJEURE"):**

    Contractor shall not be subject to any liability for failure to carry out any of the terms of this Contract to the extent that such failure shall be due to a Force Majeure event, as defined herein. Contractor shall not be relieved from liability for failures that are due to a Force Majeure event that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact of such event. Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the Contractor claiming Force Majeure: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the state of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the Contractor claiming Force Majeure. Contractor shall be entitled only to extensions of the contract time when approved by the City as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

13. **SUBCONTRACTS AND ASSIGNABILITY:** The Contractor shall not assign any interest

in the Contract and shall not transfer any interest in the same without the prior written consent of the City. Any subcontracts or other work which is performed by persons or firms other than the Contractor under this Contract or any work orders shall have prior written approval of the City. Any subcontracts, outside associates, or other Contractors required by the Contractor in connection with services covered by this Contract must be specifically approved by the City, thereby:

a) Approval will be given only after the Surety on the Contract Bond has informed the City in writing that it approves of such assignment being made.

b) In the event the Contractor shall undertake to assign all or any part of any monies due or to become due under the Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any of such monies shall be subject to the prior liens of all persons for services rendered or materials supplied for the performance of all Work embraced by the Contract.

14. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees of the City. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor may perform services for others, which solely utilize Contractor's facilities and do not violate any confidentiality requirements of this Contract. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties with respect to Contractor, its officers, agents, and employees, shall include, but limited to:

a) Providing Worker's Compensation coverage for employees as required by law; and

b) Hiring of any employees, assistants, or subcontractors necessary for performance of the Work; and

c) Providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; and

d) Payment of all federal, state, and local taxes income, or employment taxes, if Contractor is not a corporation, self-employment, Social Security taxes; and

e) Compliance with the Fair Labor Standards Act, 29 U.S.C. §§201. Et. Seq., including payment of overtime in accordance with the requirements of said

Act; and

f) Providing employee training for all functions necessary for performance of the Work; and

g) Providing equipment and materials necessary to the performance of the Work; and

h) Providing office or other facilities for the performance of the Work.

1) In the event the City provides training, equipment, materials, or facilities or otherwise facilitates performance of the Work, this shall not affect any of the Contractor's duties hereunder or alter Contractor's status as an independent contractor.

15. **PROTECTION OF PERSON AND PROPERTY:** The Contractor shall exercise precaution at all times for the protection of persons and property. The Contractor and all subcontractors shall strictly comply with all safety provisions of all applicable laws and ordinances and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida. Failure to comply with the Act constitutes a failure to perform on behalf of the Contractor. This Contract requires that the Contractor and any subcontractors hired by the Contractor agree to reimburse the City for any fines and/or court cost arising from penalties charged to the City for violations of OSHA committed by the Contractor or any subcontractor.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or lost to, all employees on the Work and all other persons who may be affected thereby; all the Work materials and equipment to be incorporated therein, whether in storage on or off the project site or adjacent thereto, including vehicles and equipment therein, trees, shrubs, lawn, walks, pavements, structures, and utilities including, but not limited to, fire hydrants, swales, gutters, sewer inlets, drainage ditches, etc. Contractor shall ensure that its Contract Work does not impair the proper functioning of these utilities.

The Contractor shall perform any Work and shall furnish and install materials and equipment necessary during an emergency endangering life or property. In all cases, the Contractor shall notify the City Project Manager of the emergency as soon as practicable but shall not wait for instruction before proceeding to properly protect both life and property.

The City has the right to order the Contractor to discontinue hazardous work practices upon immediate verbal and subsequent written notice. It is required that the Contractor keep and maintain all necessary protective devices in place and in proper condition at all times where Work is being performed, to prevent injury to person or damage to public or private property.

The Contractor shall be held responsible for such safety and protection until final written acceptance of the Work is issued by the City.

16. **INDEMNIFICATION**: The Contractor shall indemnify, save harmless and defend the City and all of its officers, agents, and employees from all claims, actions or suits, including reasonable attorney's fees, any injury or damage sustained by any person or property the said Contractor's operations relating to this Contract; or because of or in consequence of any neglect causing bodily injury, illness, or death, or property damage; or through the use of unacceptable materials in constructing the work; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission by said Contractor or that of a Subcontractor, or anyone employed by them, or for whose acts Contractor or a Subcontractor may be liable; or because of any claims or amounts recovered from any infringement or patent, trademark or copyright; or from any claims or amounts arising or recovered under workers compensation law or any other laws.

Should the Contractor fail to maintain adequate protection for the City a portion of the money due the Contractor under the Contract, as may be considered necessary by the Purchasing & Contracting Administrator, may be retained for use by the City to address all such claims. In case no money is due, the Contractor's Surety shall be held until such suit(s), action(s), or claim(s) for damage(s) or injury(ies) as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Purchasing & Contracting Administrator. The exception being that money due the Contractor will not be withheld under this provision when the Contractor produces satisfactory evidence that they have, in the opinion of the City, adequate insurance coverage.

The Contractor guarantees the payments of all just claims for materials, supplies, tools, labor, and other just claims against him or any subcontractor in connection with this Contract. The Contractor's bond will not be released by final acceptance and payment by the City unless all such claims are paid or released. Final waivers of liens for all subcontractors shall be provided to the Purchasing & Contracting Administrator in a timely manner after requesting a final inspection.

17. **INSURANCE**: The Contractor shall not commence work under this Contract until they have obtained and provided insurance specified in the Contract Documents and in such amounts that will provide adequate protection to the City and the Contractor against all liabilities, damages, and accidents, nor shall Contractor commence work until such insurance has been approved by the City. The Contractor shall not allow any Subcontractor to commence on their subcontract until all insurance required of the Subcontract has been obtained and approved in the same manner. Neither the approval by the City nor a failure to disapprove insurance furnished by the Contractor or Subcontractor release the Contractor or Subcontractor of full responsibility for liability, damages, or accidents.

The Contractor and each Subcontractor shall maintain such required insurance during the life of the Contract, and no modification or change of insurance coverage and/or provision shall be made without thirty (30) days advance notice to the City. Coverage shall be as follows:

a) Commercial General Liability Insurance coverage on an occurrence basis in the minimum amount of $1,000,000 per occurrence and $2,000,000 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury and advertising liability and medical payments. The City shall be named as an Additional Insured.

b) Auto Liability Insurance, covering all vehicles, owned or otherwise, used in connection with this Contract, with a minimum combined single limit of $1,000,000, including hired and non-owned liability and $25,000 medical payment.

c) Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor(s) to provide evidence of this coverage. Workers' Compensation exemption forms are only accepted for independent contractors and sole proprietorships that perform the work or services required of the City themselves, they shall not have employees or sub-contract the work to other entities or individuals. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all Subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and

contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each Subcontractor, Contractor or supplier when applicable. All workers' compensation policies must include coverage for employer liability of $500,000 for each accident and each disease.

d) In the event that the Contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy (Errors and omissions, Directors and Officers, Architect and Engineers, Etc.) in the amount of $2,000,000 per claim.

e) In the event the Contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

f) In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

g) The awarded Contractor shall have five (5) days to provide certificates of insurance to the City Purchasing and Contracting Department demonstrating that the aforementioned insurance requirements have been met prior to the commencement of Work under this Contract. The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the City as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City. The insurance coverage enumerated above constitutes the

minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

18. **BONDS:**

a) **PERFORMANCE AND PAYMENT BONDS** – Pursuant to stipulations hereto, a performance and payment bond, on the prescribed form and equal to 100% of the contract amount will be required for this Contract prior to any commencement of Work.

b) **MAINTENANCE BOND** – A maintenance bond, equal to ten percent (10%) of the final contract amount will be required pursuant to the Contract Documents.

c) **ADDITIONAL BONDS** – It is further agreed between the parties hereto, that if at any time after the execution of this Contract and the Performance Bond hereto attached for its faithful performance, the City shall deem the surety or sureties upon such bond to be unsatisfactory if their rating falls below A- per the Best's Key Rating Guide, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, within five (5) days after receipt of notice from the City to do so, the Contractor shall, at their own expense, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the City.

19. **GENERAL PERSONNEL:** The Contractor represents that it will secure at its own expense all personnel and subcontractors required for services, which are necessary to complete the Work as described in this Contract. All services under this Contract shall be performed by the Contractor or Subcontractor and all persons engaged in work under the Contract shall be qualified to perform such services and authorized under federal, state, and local laws to perform such services. Personnel who perform services under this Contract shall not be employees of the City.

All workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any worker including supervisors, employed by the Contractor or Subcontractor who, in the opinion of the City does not perform Work under this Contract in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the City, be removed from the City's project immediately and shall not be employed again in any portion or the Work without the approval of the City.

The Contractor shall at all times be responsible for the conduct and discipline of their employees and/or any subcontractor or persons employed by subcontractors. The Contractor shall provide a current listing of names and license numbers of all personnel executing Work related to this Contract. This listing shall be updated by the Contractor within three days of a personnel change.

20. **EQUAL OPPORTUNITY EMPLOYER:** The City is an Equal Opportunity Employer (EOE) and as such encourages all Contractors to voluntarily comply with EOE regulations with regards to gender, age, race, veteran status, country of origin, and creed. Any subcontracts the Contractor may enter into shall make reference to this clause with the same degree of application being encountered. When applicable the Contractor shall comply with all State or Federal EOE regulations.

21. **DRUG-FREE WORKPLACE:** The City of Titusville encourages all Contractors to maintain a drug-free workplace program in accordance with Section 440.102 of the Florida Statutes.

22. **PUBLIC ENTITY CRIME:** The Contractor shall file a sworn statement with the City, which is provided under Contract Forms, stating whether a person or affiliate as defined in Section 287.133(1), Florida Statutes, has been convicted of a public entity crime subsequent to October 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

23. **E-VERIFY:** As a condition precedent to entering into a Contract as a result of this bid/proposal, and in compliance with Section 448.095, Florida Statutes, Contractor, and its Subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 2, 2021.

    a) The City shall not enter into, or renew, a contract with a Contractor that is not enrolled in E-Verify. Any Contractor that has a contract with the City shall be contractually obligated to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The Contractor shall provide the City acceptable evidence of their enrollment at time of execution of the contract or renewal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the Business.

    b) Contractor shall require of its Subcontractors to provide Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of

the Subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

c) The City, Contractor, or any Subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statute or the provision of this section shall terminate the Contract with the person or entity.

d) The City, upon good faith belief that a Subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the Subcontractor for all work related to the City's Contract.

e) A Contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(3)(d), Florida Statute. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public Contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

f) Subcontracts: Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

24. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT:** Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR § 52.204-24 through 52.204-26. By executing this Contract, Contractor represents and certifies that the Contractor and its applicable Subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Contract. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any

tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

25. **SCRUTINIZED COMPANIES:** Section 287.135, Florida Statutes, prohibit state agencies departments, and local government entities from contracting with Scrutinized Companies. Contractor and Subcontractor(s) shall complete the Affidavit form provided in the bid/proposal booklet and hereby incorporated as part of the Contract Documents. Contractor and Subcontractor shall affirm not to be on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to s. 215.473, Florida Statutes, nor have business operations in Cuba or Syria and are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or participating in a boycott of Israel. The Contractor or Subcontractor further acknowledges and agrees that the City may immediately terminate this Contract and any subsequent renewal Contract for cause if the Contractor or Subcontractor is found to have submitted a false certification or if the Contractor or Subcontractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the Term of the Contract. Further, the Contractor or Subcontractor acknowledges and agrees that a false certification or representation hereunder is a material breach of this Contract, and the Contract shall be terminated by the City if the Contractor or Subcontractor and any actively contracted company for the Contractor or Subcontractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

26. **ANTI-DISCRIMINATION:** Contractor for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-leases, as a part of the consideration hereof—hereby covenants and agrees that:

    a) No person on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

    b) No Employee or applicant for employment on the ground of race, color,

religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Contract.

27. **DISCRIMINATORY VENDOR LIST:** Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a),Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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."

28. **GRATUITIES AND KICKBACKS:**

a) GRATUITIES

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Subcontract, or to any solicitation or proposal therefore.

b) KICKBACKS

It must be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier Sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

c) **CONTRACT CLAUSE**

The prohibition against gratuities and kickbacks prescribed in this section must be conspicuously set forth in every Contract and Subcontract and solicitation, therefore.

29. **FOREIGN GIFTS AND CONTRACTS:** The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 268.101(7)(b), Florida Statutes: "In addition to any fine assessed under Florida Statutes 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must 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.

30. **ANTITRUST VIOLATIONS; DENIAL OR REVOCATION:** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

31. **ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM:**

Pursuant to Florida Statute 287.05701, local governments cannot give preference to a contractor based on social, political or ideological interests such as those listed directly below. Contractors are also prohibited from giving preference to subcontractors based on the below listed factors. Violations will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

List of Prohibited Preference Factors:

a) The Contractor's political opinions, speech, or affiliations.
b) The Contractor's religious beliefs, religious exercise, or religious affiliations.
c) The Contractor's lawful ownership of a firearm.
d) The Contractor's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
e) The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
f) The Contractor's support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking.
g) The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph.
h) The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law:
    1) Environmental standards, including emissions standards, benchmarks, requirements, or disclosures;
    2) Social governance standards, benchmarks, or
    3) requirements, including, but not limited to, environmental or social justice;
    4) Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or
    5) Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

32. SEVERABILITY: If any clause or provision of this Contract is found illegal, invalid, or unenforceable under present or future laws effective during the Term of this Contract, then and only in that event, it shall be the intention of the parties that the remainder of this Contract, and the Term covered thereby, shall not be affected. All rights, powers, and privileges conferred by this Contract upon the Parties shall be cumulative but not restricted to those given by law.

33. TERMINATION:

a) **TERMINATION FOR CAUSE:** The Contract may be terminated by the City

for cause in the event of any breach hereof, including but not limited to, Contractor's:

1) Failing to carry forward and complete Work in accordance with the requirements hereof; or
2) Failing to comply with applicable laws, regulations, permits, or ordinances'; or
3) Failing to timely commence or continuously and vigorously pursue correction of defective Work; or
4) Making a general assignment for the benefit of its creditors; or
5) Having receiver appointed because of insolvency; or
6) Filing bankruptcy or having a petition for involuntary bankruptcy filed against it; or
7) Failing to make prompt payments, when properly due, to subcontractors, vendors, or others for materials or labor used in the Work; or
8) Making material misrepresentation to the City regarding Work or performance thereof.

The City shall provide Contractor with written notice of its intention to terminate this Contract for cause, which shall provide the effective date of the termination. Such notice shall state the nature of the deficiency and, at the City's sole judgment and discretion, may afford Contractor an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure said deficiency. If the deficiency has not been corrected within the time allotted, the City may take possession of the Work and finish the Work by whatever method(s) the City deems expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is completed and accepted by the City. If the unpaid balance of the total compensation exceeds the expense of completing Work, including compensation for additional managerial and administrative services, the excess will be paid to Contractor. If the expense exceeds the unpaid balance, Contractor shall pay the difference to the City. The expense incurred by the City and the damage incurred through Contractor's default will be certified by the City.

b) **TERMINATION FOR CONVENIENCE:** Notwithstanding any other provision of this Contract, the City may terminate this Contract, or any Work issued under it, in whole or in part, at any time, with or without cause, upon ten (10)

days written notice to the Contractor.

Upon receiving notice of termination, the Contractor shall discontinue the Work on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services, or facilities except as needed to continue any portion of the Work that was not terminated. The Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

In the event of such termination, the Contractor shall be compensated for any Work performed prior to the date of the termination and for materials that were ordered prior to the receipt of notice of termination that cannot be returned to the vendor. Any such materials shall become the property of the City. Contractor waives all claims for compensation in excess of that which is specially provided for herein, including but not limited to, loss of anticipated profits; idle equipment, labor, facilities; and claims of subcontractors and vendors.

c) **BANKRUPTCY:** If the Contractor shall be adjudged bankrupt; or if it should make a general assignment for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of their property; or if it should persistently or repeatedly refuse or fail to make prompt payment to a person(s) supplying labor or materials for the Work under the Contract; or persistently disregard instructions of the Purchasing & Contracting Administrator; or fail to observe or perform any provisions of the Contract Documents; or otherwise be guilty of a substantial violation of any provisions of the Contract Documents, the City may – by at least ten (10) days prior written notice to the Contractor – without prejudice to any other rights or remedies of the City under the Contract, terminate the Contractor's right to proceed with the Work. In such event, the City may take over the Work and proceed with same to completion – by Contract or otherwise – and the Contractor and its Sureties shall be liable to the City for any excess cost incurred by the City. In such case, the City may take possession of and utilize in completing the Work, such necessary materials, appliances, and plant as may be on the site of the Project. The foregoing provisions are in addition to, and not in limitation of, the right of the City under any other provisions of the Contract Documents.

34. COMPLIANCE WITH LAW: The Contractor expressly agrees to comply with all known

laws and regulations relating to providing services under this Contract. The failure of the Contractor to adhere to any known law or regulation pertaining to furnishing services under this Contract shall constitute a material breach of this Contract.

35. **CERTIFICATION OF RESTRICTION ON LOBBYING:** The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

    If any funds other than federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any Florida Department of Transportation (FDOT) Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with the instructions.

36. **GOVERNING LAW:** The laws of the State of Florida shall govern this Contract.

37. **VENUE:** In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings shall be in Brevard County, Florida.

38. **WAIVER OF TRIAL BY JURY:** The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

39. **ATTORNEY'S FEES:** In the event of any legal or administrative proceedings arising from or related to this Contract, including appeals, each party shall bear its own costs and attorney's fees.

40. **CONFLICT OF INTEREST:** No officer, member or employee of the City or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in this contract or any related subcontract, or the proceeds thereof. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

41. **CONFLICTING PROVISIONS:** Notwithstanding any other provision in this Contract Document, whenever any provisions in the Contract Documents are inconsistent or conflict, the stricter provision shall prevail.

42. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company corporation individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, or making of this Contract. For the breach or violation of this paragraph, the City shall have the right to terminate the Contract without liability and, at its discretion, deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

43. **CONSTRUING PROVISIONS:** This Contract shall not be construed against the party who drafted the same, as both parties have obtained experts for their choosing to review the legal and business adequacy of the same. In any conflict between the Technical Specifications, and the General terms of this Contract, the provisions of the latter shall prevail.

44. **SEPARATE COUNTERPARTS & EXECUTION:** This Contract and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same contract. Execution and delivery of this Contract and any amendments by the Parties shall be legally valid and effective through; (i) executing and delivering the paper copy of the documents, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in "portable document format" (",pdf") or other electronically scanned format, or (iii) creating, generating, sending, receiving, or storing by electronic means this Contract and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Contract (i.e. "electronic signature" through a process such as DocuSign®). In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of the Contract is sought.

45. **RETENTION AND REVIEW OF RECORDS:** The Contractor and its subcontractors or suppliers shall retain all records relating to this Contract for a period of five (5) years, or

as further directed by local, state, or federal regulations, from the date that the City makes final payment, and all other pending matters are closed.

The Contractor and its subcontractors or suppliers shall make available all books, documents, papers, and records of the Contractor or its subcontractor or suppliers, which are directly pertinent to this Contract, to the City's Purchasing and Contracting Administrator or their duly authorized representative, or the U.S. Comptroller General or Inspector General, or the Auditor General, or FDEP duly authorized representative for the purpose of making an audit, inspection, review, copying, excerpts and transcriptions. The Contractor and its Subcontractors will permit such representatives to interview employees on the job during working hours.

46. **AUDIT RIGHTS:** The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must all the City to inspect, examine and review the records of the Contractor in relation to this Contract at any and all times during normal business hours during the term of the Contract.

47. **PUBLIC RECORDS:** Records of the Contractor that are made or received in the course or performance of the Contractor's obligations under this Contract may be public records that are subject to the requirements of Chapter 119, Florida Statutes and accordingly Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Florida Statute. In the event the Contractor receives a request for any such records, the Contractor shall notify the City and comply with Chapter 119, Florida Statute. The Contractor shall not prepare any news or press release in any way related to this Contract, without the City's written consent. Contractor hereby agrees to comply with the following:

    a) As provided in Section 119.0701, Florida Statutes, the Contractor is required to, and by executing this Contract, the Contractor agrees to:

        1) Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.

        2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes or as otherwise provided by law.

3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized the law for the duration of the contract term and following the completion of the Contract if the Contractor does not transfer the records to the City.

4) Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records as required by the City to perform the service. If the Contractor transfers all public records upon completion of the Contract, 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, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

b) The term "public record" as used in this provision include all documents, papers, letters, maps, books, tapes, photographs, films, sound records, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

IF CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. WASHINGTON AVE., TITUSVILLE, FL 32796.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Contract upon the terms and conditions above stated.

CONTRACTOR:
Universal Contracting & Construction, Inc.
9075 Ellis Road
Melbourne, FL 32904

By: _____
Armando Martinez, Dir. Of Sales

Date: _____

OWNER:
City of Titusville
555 S. Washington Avenue
Titusville, FL 32796

By: _____
Andrew Connors, Mayor

Date: _____

ATTEST:

_____
Wanda F. Wells, City Clerk

Date: _____

APPROVED AS TO FORM:

Legal Sufficiency
Office of the City Attorney
4/13/26

Andriene Treasure, City Attorney

Date: _____

APPROVED AS TO CONTENT:

_____
Tom Abbate, City Manager

Date: _____

Staff Review & Preparation:

_____ Date: _____
Leslie Rothering, Purchasing & Contracting Administrator

_____ Date: _____
Sandra Reller, Public Works Director

_____ Date: _____
Terrie Franklin, CDBG Grant Administrator

Exhibit 1 – ITB Bid Document

Exhibit 2 – Contractor's Bid Submittal

ADDENDUM #1
ITB CN-26-B-028MG
FIRST AVENUE SIDEWALK & ROADWAY IMPROVEMENTS PROJECT – FY26 CDBG
March 30, 2026

City of Titusville
Purchasing & Contracting Division
PO Box 2806
(555 South Washington Avenue)
Titusville, FL 32781-2806 (32796-3584)

TO ALL PROSPECTIVE BIDDERS:

This Addendum becomes hereby an integral part of the ITB package under consideration by you as a respondent. The City of Titusville deems all sealed bids to have been proffered in recognition of the entire ITB package including all issued addenda. Should you have any questions pertaining to this Addendum, please contact Matthew Gantz, Purchasing and Contracting at 321-567-3735, matthew.gantz@titusville.com.

ADDENDUM MESSAGE

As a point of clarification, it should be understood that the bid documents govern all aspects of the solicitation. Discussions held during any meeting or over the phone or email are informal and informational only. All official changes to the ITB solicitation are made only by addenda.

Q & A RESPONSES:

Question 1: Is there an estimated budget for this project?
Answer 1: The budget for this project is $479,875

Question 2: Can an FDOT Pre-Qualified contractor bid on this project?
Answer 2: This is not related to any FDOT awarded contract and as long as the bidder meets the minimum qualifications they may bid on the "City" project.

Question 3: Could you please provide more detail for Item #10 (Inlet Conversion) on the schedule of bid form?
Answer 3: Item is to convert the existing grate inlets into closed inlet flumes in accordance with FDOT standard plans.

Question 4: What is the engineer's estimate for this project?
Answer 4: The engineer estimate is $323,731

Question 5: Please confirm the type of Asphalt Mix Design the contractor will be required to Install?
Answer 5: SP-9.5

Question 6: Will the work be subject to lane restrictions? If so, please provide lane restriction times
Answer 6: No restriction but access for local and emergency traffic must be maintained.

Question 7: Will the work have to be done at night time?
Answer 7: No night work is expected

Question 8: What are the utilities that exist on the project?
Answer 8: Water, gravity sewer, power, telephone, cable, etc.

Question 9: Will any utilities need to be moved prior to the start of the work?
Answer 9: No

Due date remains ***April 7, 2026 at 3:00 p.m. EST local time.*** Deadline for all technical questions request remains ***March 31, 2026 at 5:00 p.m***. All other terms and conditions of the ITB remain the same.

Matthew Gantz
Purchasing and Contracts

Cc: Jackie Foster, Project Manager
Terrie Franklin, Grant Manager
Sandra Reller, Public Works Director
ITB File

Bid #: CN-26-B-028MG	Due Date: April 7, 2026 @ 3:00pm	Mail Date: March 10, 2026
Purchasing Staff: Matthew Gantz	Respond: 555 South Washington Avenue Titusville, Florida 32796	
Bid Title/Name: FIRST AVENUE SIDEWALK & ROADWAY IMPROVEMENTS PROJECT – FY26 CDBG		

CITY OF TITUSVILLE, FLORIDA

Standard Contract Book & Special Provisions

FIRST AVENUE SIDEWALK & ROADWAY IMPROVEMENTS PROJECT – FY26 CDBG

CN26B028MG

March 2026

*****GRANT FUNDING DEADLINE FOR COMPLETION IS JUNE 15, 2026 *****

NOTICE OF INVITATION FOR BIDS
BID NUMBER: CN-26-B-028MG
TITLE: FIRST AVENUE SIDEWALK & ROADWAY IMPROVEMENTS PROJECT – FY26 CDBG
DUE DATE: April 7, 2026 @ 3:00 P.M.

The City of Titusville intends to contract with a licensed qualified Contractor to furnish, deliver, and install sidewalks and all associated work as stipulated in the Exhibit A- Site Drawings below, along the east and west sides of First Avenue in Titusville, FL funded by Community Development Block Grant (CDBG) grant and in accordance with all regulations found in 24 CFR and 2 CFR part 200. Contract work consists of furnishing all labor, equipment, and materials for the construction of the sidewalk infill as indicated in the Contract Documents. If needed to support construction, the Contractor shall be responsible for renting a hydrant meter from the City Customer Services Office at City Hall located at 555 S. Washington Ave. Titusville, FL 32796.

All work shall be in accordance to the provided plans and specifications provided by the City.

Bids will be accepted by the City of Titusville at City Hall, 555 S. Washington Avenue, Titusville, Florida 32796, until **April 7, 2026 @ 3:00 p.m.,** at which time and date the bids will be publicly opened in the City Council Chambers. Any bids received after the time and date specified above will not be considered. sealed envelopes shall contain the name of the bidder and be marked as follows:

BID NUMBER: CN-26-B-028MG
TITLE: FIRST AVENUE SIDEWALK & ROADWAY IMPROVEMENTS PROJECT – FY26 CDBG
DUE DATE: April 7, 2026 @ 3:00 P.M.

Bids shall be submitted in one (1) original hard copy along with an electronic copy on CD or USB drive. Firms interested in submitting a bid may obtain a complete bid package from EUNA Open Bids (Demand Star), or may request the bid package from the Purchasing and Contracting Administration office by email at Matthew.Gantz@titusville.com. The bid package will be provided in electronic format as a pdf document upon request. All questions about the meaning or intent of the Bidding Documents must be submitted in writing to Matthew Gantz, City of Titusville Purchasing Services and Contracting, 555 N Washington Ave, Titusville, FL. Written questions may be mailed or sent via email to: Matthew.Gantz@titusville.com@Titusville.com All questions should be received in writing prior to 5:00 p.m. on March 31th, 2026.

Contractors shall be properly licensed to conduct its business in the city of Titusville, with all licenses, permits, and certificates as required by all local, State of Florida, and Federal agencies.

No bid shall be considered unless sealed and filed with the Purchasing & Contracting Office at the address specified, no later than the time set forth above. The official time will be the date and time packet is stamped received in the Purchasing and Contracting Office. Each bid must be accompanied by all bid forms provide within the Solicitation packet and a Bidder's Bond, payable to City of Titusville, Florida for five percent (5%) of the amount of the bid; to be forfeited as liquidated damages in the event that the bid is accepted, and

the bidder fails to enter promptly into a written contract and furnish the required Performance Bond, Payment Bond, and Insurance Certificates. Bids arriving after the designated time will be returned unopened.

Payment and Performance Bond in an amount equal to 100% of the contract amount will be required as well as a one-year Maintenance Bond equal to 15% of the final contract.

The City reserves the right to make any changes to this bid, or to reject any and all, or parts of any and all bids, or to accept any bid or portion thereof deemed to be in the best interest of the City, or postpone or cancel, at any time, this bid, or to re-solicit this bid, or to waive any irregularities in this bid or in the offers received as a result to this bid. The City also reserves the right to request clarification or information from any bidder. The City is not liable for any expenses incurred by any firm as a result of being a respondent to this solicitation.

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S E C T I O N 1

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INSTRUCTIONS TO BIDDERS

1.1. Definition of Terms:

Whenever in the Contract Documents the following terms (or pronouns in place of them) are used, the intent and meaning of such terms shall be interpreted as follows:

a) City: The City of Titusville, Florida

b) Owner: The City of Titusville, Florida

c) City Manager: The City Manager of the City of Titusville, Florida, being the administrative head of the City as described in the City Charter.

d) Purchasing & Contracting Administrator: The Purchasing & Contracting Administrator is the employee of the City of Titusville responsible for the overall coordination and oversight of the contract assuring that all contractual obligations are completed satisfactorily and in accordance with the Contract terms and conditions. The PCA will have complete responsibility to receive notices, transmit instructions and communicate policies and decisions regarding all contract matters including technical matters that may affect the contract terms and conditions. The City's Purchasing & Contracting Administrator can be reached during normal office hours by Phone: 321.567.3973/Fax 321.383.5628, or at City Hall, 555 S. Washington Avenue, Titusville, Florida 32796.

e) Project Manager: The Project Manager is the employee of the City of Titusville responsible for the overall coordination, oversight and management of the Work. All Work done shall be subject to the review of the Project Manager and City. Any and all technical questions which may arise as to the quality and acceptability of materials furnished, work performed, or work to be performed, interpretation of all technical questions as to the fulfillment of the Contract on the part of the Contractor, shall be referred to the Project Manager, who will have responsibility to resolve such questions, and transmit instructions and communicate decisions of technical nature to the Contractor, in writing, regarding matters pertinent to performance of the Work. The City shall not be responsible for the acts or omissions of the Contractor. Any changes to the scope of work or any deviations from the contract documents must be approved in writing through the Purchasing & Contracting Administrator in accordance with Section 4, paragraph 4.2 Changes in Work.

f) Engineer: Kevin Cook, City Engineer.

g) Inspector: An employee or a designated representative of the City, assigned to make any or all necessary inspections of Work performed, and materials furnished by the Contractor and reporting directly to the Project Manager or the City Engineer or the Purchasing & Contracting Administrator.

h) Person: The word Person shall mean and include any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or otherwise, and any combination thereof.

i) Bidder: Any person who submits a Proposal for the Work described in the Notice to Bidders and pursuant to these Contract Documents

j) Contractor: The Firm whose Proposal the City will accept and who shall thereafter enter into a form of Contract with the City to furnish the materials and do all the Work as bid upon.

k) Subcontractor: A Firm supplying material, labor, equipment or appurtenances for the Work at the site of the project. Such Firm has contractual relations with the Contractor, but not with the City.

l) Principal: When used in the Bid Bond, the word Principal means the same as the word Bidder. When used in the Contract Bond, the word Principal means the same as the word Contractor.

m) Surety: The corporation or individual, bound by the Contract Bond with and for the Contractor, and who is primarily liable and engages to be responsible for Contractor's acceptable performance of the Work for which the Contract has been made, and for his payment of all debts pertaining thereto.

n) Contract Documents: The Contract Documents shall mean and include this entire contract booklet and the following:

Bidder's Checklist and Addendum Acknowledgement	Florida Trench Safety Act Statement
Price Proposal	Subcontractors Proposal Form
Bid Bond	Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion
Affidavit	Equal Employment Opportunity Certification
References/Bidder Qualification Questionnaire	Foreign Influence Disclosure Form
Drug-Free Workplace Certification	General Conditions
Public Entity Crimes	Specifications & Plans
Scrutinized Companies Affidavit	Certificate of Insurance
E-Verify Affidavit	Contractor's Final Affidavit and Release of Lien (Upon Completion)
Non-Collusion Affidavit	Performance & Payment Bond (Upon Award)
Human Trafficking Affidavit	Special Conditions – CDBG-HUD
Certificate - Contract Execution Authorization	Section 3 Business Concerns Preference (only if claiming qualification)
Certification Regarding Lobbying	Certification of Compliance with CDBG - HUD
	Certification of Nonsegregated Facilities

o) Work: All Work to be performed by the Contractor in the fulfillment of the Contract, and includes all necessary materials, labor, equipment, and transportation, as described in the Contract Documents, for the contemplated improvement.

p) Scope of Work: The specific Work, improvement, or job, to which these Contract Documents apply, as described in Section I, (Description of Work) of the Contract.

q) Contract: The written agreement between the Owner and the Contractor for the performance of the Work in accordance with requirements of the Contract Documents and for the payment of the agreed consideration, therefore.

r) Addendum: A modification of the Plans or other Contract Documents issued by the Procurement Contracts Coordinator and distributed to prospective Bidders prior to the opening of bids.

s) Change Order: A written order issued by the Owner, or when authorized in this Contract, by the Purchasing & Contracting Administrator, to the Contractor directing certain changes, additions, or reductions in the Work or in the materials or methods to be used.

t) Or Equal: Whenever in the Contract Document and Plans, any particular brand, make of material, device, or piece of equipment is shown or specified, such brand, make of material, device or piece of equipment shall be regarded merely as a standard. If two or more brands, makes of material, devices, or pieces of equipment are shown or specified, each is to be regarded as the equal of the other. Any other brand, make of material, device, or piece of equipment, which, in the opinion of the Purchasing & Contracting Administrator, is the recognized equal of that specified, considering quality, Workmanship, economy of operation, and suitability for the purpose intended, will be acceptable.

u) Subgrade: That portion of the roadbed immediately below the base course or pavement (including below the curb and gutter, valley gutter, shoulder and driveway pavement); the limits of which will ordinarily include those portions of the roadbed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are showing on the plans, the sub-grade section shall be considered to extend to a depth of 12 inches below the bottom of the base or pavement and outward to six inches beyond the base, pavement or curb and gutter.

v) Architect: None.

w) Field Order: N/A

x) Proposal: Written response to the requirements of this bid (on the forms provided herein.)

1.2. Receipt and Opening of Bids

Bid proposals, together with Bid Bond, Specifications and Contract Bond, as completely assembled herewith, must be delivered in sealed, opaque envelopes, addressed to the Purchasing & Contracting Administration Division of the City of Titusville, Florida, at the date and time called for in the Notice of Invitation for Bids and shall be properly identified on the face thereof. The Bid proposal shall be made out upon the blank form included herewith, which must not be removed nor detached, from these Contract Documents.

Bid proposals will be publicly opened and immediately read aloud in the Council Chambers, City Hall, 555 S. Washington Ave., Titusville, Florida, at the time designated in the Notice to Bidders.

1.3. Qualifications of Bidder

The City reserves the right before awarding the Contract to require a Bidder to submit such evidence of his qualifications as it may deem necessary to properly evaluate the bid and may consider any evidence of the financial, technical and other qualifications and abilities of a Bidder. The City reserves the right to award the contract only to a Bidder who is fully qualified to undertake the Work.

1.4. Local Preference. The City of Titusville grants preference to those vendors, contractors or service providers whose primary business location is within the physical limits of the City of Titusville or Brevard County and have held a valid occupational license (Business Tax Receipts) for a period of no less than one year. Local business shall be defined in accordance with said ordinance which is available for review in the City Clerk's or Purchasing & Contracting Administrator's office and will be provided if requested for the cost of copying it.

1.5. Preparation of Bids

Bids must be submitted on Bid Price Proposal Form contained in this document or any subsequent revision thereto made and incorporated into the Contract Documents via addendum issued by the City's Purchasing & Contracts Division. All blank spaces in the Proposal must be filled in legibly and correctly handwritten in ink or typed. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is called for, for each scheduled item of Work, as well as the Total Bid Price for the entire Work under the contract.

In the event of a bid item price discrepancy (math error when the bid total price for any bid item is not the result from applying the unit price stated by the bidder for such item to the item quantity indicated in the bid) the bid unit price stated in the bid shall govern and prevail and the total bid price for such item will be corrected.

If the Bid is made by an individual, he or she must sign his name thereon and state his post office box/address and the name and address of every other person involved in the Bid as principal. If the Bid is made by a firm or partnership, its name and post office address must be stated as well as the name and address of each member of the firm or partnership. If the Bid is made by a corporation, the Bid must be signed by some authorized officer or agent, subscribing the name of the corporation with his own name and affixing the corporate seal. Such office or agent must also state the name of the State under which the corporation is chartered, the names and business address of the President, Secretary and Treasurer, as well as the registry with the Secretary of State of the State of Florida of such corporation for doing business in the State of Florida.

1.6. Plans and Other Contract Documents

The plans and other Contract Documents give the location and description of the Work to be done under this Contract, the estimated quantities of each item of Work for which Bids are invited, the time in which the Work must be complete, the amount of the Bid Guarantee, and the date, time and place of the receipt and opening of Bids.

1.7. Examination of Contract Documents and Site

The Bidder is required to examine carefully the site of the Work and the plans and other Contract Documents for the Work contemplated. It will be assumed that the Bidder has investigated and is fully informed as to the requirements of the plans and other Contract Documents, thus relieving the City of any costs incurred by the Bidder as a result of a misunderstanding or miscalculation of the Work.

1.8. Obligation of Bidder

The Bidder must inform himself fully of the conditions under which the Work is to be performed in relation to both construction and labor conditions, acquaint himself with all governing laws, ordinances,

etc., and otherwise thoroughly familiarize himself with all matters which may affect the performance of the Work; failure to do so will not relieve a successful Bidder of his obligation to furnish all material, equipment and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the consideration set forth in his Bid.

It is the obligation of the Bidder to make his own investigations of sub-surface conditions prior to submitting his Bid. The record of borings, test excavations and other sub-surface investigations, if any, made for design purpose for the engineers are available in the Engineering Department. Such records are offered as information only and solely for the convenience of Bidders. The City does not warrant or guarantee that said borings, test excavations and other sub-surface investigations show the actual sub-surface conditions. The Contractor agrees that he will make no claims against Owner if in carrying out the Work he finds that the actual conditions encountered do not conform to those indicated by said borings, test excavations and other sub-surface investigations.

Any estimates or estimates of quantities of Work or materials shown on the plans or in the Proposal, based on said borings, test excavations and other sub-surface investigations or otherwise, are in no way warranted to indicate the true quantities or distribution of quantities.

1.9. Clarifications/Changes While Bidding

If any prospective Bidder for the proposed Contract is in doubt as to the true meaning of any part of the drawing, Specifications or other proposed Contract Documents, they may submit to the assigned Purchasing staff, a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be mailed or delivered to each prospective Bidder who has received a complete set of Bidding Documents. The Owner will not be responsible for any other explanations or interpretations of the proposal documents.

During the Bidding period, Bidders may be furnished addenda or bulletins for additions or alterations to the contract documents, which shall be included in the Work covered by the Proposal.

1.10. Interpretation of Quantities

The quantities of Work to be done under this Contract, given in the Proposal, are not to be considered as fixed for each item. Such quantities are to be used for comparison of bids received and for payment. Changes in such quantities shall only be caused by addition to or deletion from the Contract by way of a Change Order. The Bidder shall not plead misunderstanding or deception because such listed quantities do not correspond with measured areas. Payment to the Contractor will be made only on the basis of the total quantity of Work actually performed in accordance with the plans and other Contract Documents, and it is understood that the quantities may be increased or diminished, by addition or deletion of entire facilities without in any way invalidating any of the unit prices bid. Quantities for any facilities added or deleted shall be computed in the same manner as that used for those listed on the plans.

1.11. Bid Guarantee

Each Bid must be accompanied by a Bid Guarantee in the form of a cashier's or certified check made payable to the City of Titusville, Florida, or a Bid Bond prepared on the form attached herein, duly executed by the Bidder as Principal and having a surety company satisfactory to the City (i.e., highly rated by "Best" or the "U.S. Treasury Listing".) The guarantee so furnished shall be in an amount of not less than five percent (5%) of the amount of the Total Bid Price. All certified checks must have attached

thereto the necessary governmental documentary stamps. **Such checks or Bid Bonds will be returned to all except the three (3) lowest qualified Bidders within ten (10) days after the opening of Bids, and the remaining checks or Bid Bonds will be returned within three (3) days after the Owner and the successful Bidder have executed the Contract for the Work.**

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bond required within ten days after he has received notice of the acceptance of this Bid, shall forfeit to the City, as liquidated damages for such failures or refusal, the bid guarantee security deposited with the Bid.

1.12. Disqualification of Bidders

Any one of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his Bid:

a) Submission of more than one (1) Bid for the same Work by an individual, firm, partnership or corporation under the same or different names.

b) Evidence of collusion among Bidders.

c) Previous participation in collusive bidding on Work for the City of Titusville, Florida.

d) Submission of an unbalanced Bid in which the prices bid for some items are out of proportion to the prices bid for other items.

e) Lack of competency of Bidder- i.e., Bidder will be considered ineligible if at any time during the process of receiving bids or awarding the Contract, developments arise which -- in the opinion of the City -- adversely affect the Bidder's responsibility. However, the Bidder will be given an opportunity by the City to present additional evidence before final action is taken.

f) Lack of responsibility as shown by past Work judged from the standpoint of Workmanship and progress.

g) Uncompleted Work for which the Bidder is committed by Contract which, in the judgment of the City, might hinder or prevent the prompt completion of Work under this Contract if awarded to such Bidder.

h) Being in arrears on any of his existing contracts with the Owner, or in litigation with the Owner, or having defaulted on a previous contract with the Owner.

i) Promoting deliberate discriminatory practices.

This list is a representative sample of causes for disqualification and shall not be deemed to be all-inclusive.

1.13. Rejection of Irregular Bids

Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind.

The Owner reserves the right to waive any informalities or irregularities of bids.

1.14. Withdrawal of Bid

Any bid may be withdrawn prior to the time scheduled in the Notice to Bidders for the opening thereof.

1.15. Commencement and Completion of Work

Each Bidder shall state in his Proposal in the space provided for that purpose the number of calendar days he will commence the Work after receipt of Notice of Award of Contract and Notice to Proceed, and the number of calendar days required to complete the Contract after start of Work.

1.16. Liquidated Damages

Should the Bidder, as subsequent Contractor for the Work, become liable to assessment for liquidated damages for reasons set forth in Section 8.9 of General Conditions of these Specifications, the Contractor and his sureties shall pay to the Owner the sum for each calendar day for which liquidated damages are assessed in accordance with the stipulations set forth in said section.

1.17. Guarantee of Faithful Performance and Payment

A Performance and Payment Bond satisfactory to the Owner, on the form attached herein, in an amount of not less than the Total Bid Price, will be required of the successful Bidder to guarantee that he will deliver a completed project under his Contract in strict accordance with the Contract Documents, and will pay promptly all persons supplying him with labor or materials for the Work. This bond shall be written through a reputable and responsible Surety Bond Agency licensed to do business in the State of Florida, as rated by "Best" or the "U.S. Treasury Listing" and shall be delivered to the Purchasing & Contracting Administrator with the executed Contract as required in Section 1.18 of these Instructions to Bidders.

In addition to the above Bond, the Contractor shall be required to furnish a Maintenance Guarantee Bond, in the amount of fifteen percent (15%) of the final contract price, insuring the completed Work against defects in materials and Workmanship, for a period of one (1) year after the date of the final acceptance of the Work.

Additionally, the contractor may include a provision in the Performance Payment Bond guaranteeing the Work against defects in materials and Workmanship, for a period of one (1) year after the date of the final acceptance of the Work.

1.18. Award of Contract

The City reserves the right to accept any bid or portion thereof deemed to be in the best interest of the City as determined solely by the City.

Written notice of award of contract will be given to the Bidder that submits lowest price proposal (Unit Price Bids-The award will be made to the Bidder that submits the lowest price proposal total aggregate amount resulting from applying the unit price(s) submitted in the bid to the quantity(ies) shown

in the price proposal form) consisting of base bid plus any combination of alternates, if any, providing that such bid is both responsive and responsible as determined only by the City.

If the Bidder to whom the Contract is awarded forfeits his bid security and the award of the Contract is annulled, the City may then award the Contract to the next lowest and/or best Bidder, or the Work may be re-advertised or may be constructed by City forces without Contract as the City decides.

1.19. Execution of Contract

The Bidder to whom the Contract is awarded shall, within 10 days after issuance of the Notice of Award, execute and deliver to the Purchasing & Contracting Administrator the contract, his Performance and Payment Bond, and satisfactory evidence of all required insurance coverage and proof satisfactory to the Purchasing & Contracting Administrator of the authority of the person(s) executing the Contract and the Performance and Payment Bond on behalf of the Bidder. The above documents must be furnished, executed, and delivered before the Owner will execute the Contract. The Contract shall not be binding upon the Owner until the Owner has executed it and a copy of such fully executed Contract is delivered to the Contractor.

1.20. Failure to Execute Contract - Bid Guarantee Forfeited

Should the successful Bidder fail to execute and deliver the contract to the Purchasing & Contracting Administrator within the allotted time, the City at its option may find said bidder non-responsive and deem his bid guarantee as forfeited pursuant to these instructions. Failure of the bidder to execute the Contract may also result in additional sanctions pertaining to the bidding of future Work by the forfeiting bidder.

1.21. Notice and Service

All notices and demands, requests, instructions, approvals, and claims shall be in writing.

Any notice to or demand upon the Contractor shall be considered sufficiently given if delivered to the Contractor, his agent or superintendent. If the Contractor is a corporation, notices may be made to any officer of the corporation. Notice may also be given by registered or certified mail to the address of the Contractor shown on his bid or by delivery of a prepaid telegram to the Contractor's officer. All papers required to be delivered to the Owner shall be sent to the Purchasing & Contracting Administrator's office by registered or certified mail, or by delivery in person. Notice will be deemed to have been given or made at the time of actual delivery.

1.22. Licenses

All contractors must be registered with the State of Florida to conduct business and provide services/commodities required within the scope of this bid.

All contractors must be holders of a current State Licenses/Certification (when applicable) before any contract for this Work will be awarded.

1.23. Labor Requirements

a) Civil Rights Act and Equal Employment Opportunity

The Contractor, when applicable, shall strictly conform to the provisions and promulgation the Civil Rights Act of 1964, Title VI (49 CFR Part 21), Equal Employment Opportunity Regulations (41 CFR Part 60), and any requirements or goals set for DBE participation for the project.

b) Wage Rates and Work Hours

The Contractor, when applicable, shall strictly conform to the provisions and promulgation of the Copeland and Davis-Bacon Acts requirements (29 CFR Part 3 and 29 CFR Part 5) and wage determination of the Department of Labor, the Contract Work Hours and Safety Standard Act (29CFR Part 5).

1.24. Other Federal Regulations

The Contractor, when applicable, agrees to comply with all the requirements of the Clean Air Act and Federal Water Pollution Control Act.

1.25. Permits/Inspections

The Contractor is responsible for obtaining and possessing any/all required permit(s).

a) Upon Notice of Award, the Contractor shall immediately apply for all other applicable permits to construct the Work from the appropriate governmental agency or agencies. No Work shall commence until all applicable permits have been obtained and copies delivered to the City/Engineer.

b) The Contractor shall strictly adhere to the specific requirements of the regulatory agencies having jurisdiction over the Work. Conditions of permits or requirements noted in permits shall be effective and included in the Contracted work.

Bidder shall also be responsible to ensure that appropriate City departments are notified when construction is to commence and to ensure that City, FDOT, and engineering inspections are called for as necessary. All provisions of applicable construction codes or City standards, as adopted by the City, shall be complied with.

NOTE: Any permit(s) incurred by Contractor will be reimbursed dollar for dollar by City of Titusville with Application for Payment Invoice*

DRAFT CONTRACT

FIRST AVENUE SIDEWALK & ROADWAY IMPROVEMENTS PROJECT – FY26 CDBG

Construction Contract # CN-26-B-028MG

This Contract made and entered into this _____day of _____20_____, between the City of Titusville, Florida, a municipal corporation of the State of Florida, hereinafter referred to as the "City" or "Owner", and "***Contractor***.", with a principal address of _***Contractor Address***_, hereinafter referred to as the "Contractor".

Whereas, pursuant to all City Purchasing & Contracting policies, statutory requirements, and federal laws applicable, the City has competitively bid and advertised the Work titled "***CN-26-B-028MG FIRST AVENUE SIDEWALK & ROADWAY IMPROVEMENTS PROJECT – FY26 CDBG*** "; and,

Whereas, the City desires to engage a licensed, qualified, and experienced Contractor who has special and unique competency in constructing sidewalk infill projects; and,

Whereas, the Contractor represents that it is duly licensed, and it has such competence and experience in providing these services; and,

Whereas, the City in reliance on such representations has selected the Contractor in accordance with the requirements of law; and,

Whereas, at the regular City Council meeting of ***Council Meeting Date***, the award of this contract was duly considered and approved; and,

Whereas, the City and the Contractor desire to reduce to writing their understanding and agreements on such.

It is, therefore agreed as follows:

1. **TERM**: This Agreement shall commence on the day it is executed by both parties and the term of the Agreement shall extend until completion of the project.
2. **DESCRIPTION OF WORK:** The Contractor shall furnish all supervision, labor, materials, supplies, tools, equipment and transportation necessary to perform and satisfactorily complete contract work shown on the Drawings and Specifications for this project. In addition, all work shall be performed in accordance with the contract documents, including Addenda (if any) and written modifications issued after execution of this agreement and as directed by the Project Manager in accordance with the expressed or obvious intent of the Contract hereinafter called Contract Documents, "*CN-26-B-028MG FIRST AVENUE SIDEWALK & ROADWAY IMPROVEMENTS PROJECT – FY26 CDBG* ". Any Federal, State, or Local regulatory requirements shall apply and

be followed by the Contractor and any Subcontractor, to include but not limited to FDOT Specifications for Road & Bridge Construction.

3. **CONTRACT DOCUMENTS:** The Contract Documents on which this agreement between the City and Contractor is based, which contains the plans and specifications in accordance with which the work is to be done, are attached, and incorporated as if fully set out herein and include the following:

   a. The standard solicitation book and specifications titled "***CN-26-B-028MG FIRST AVENUE SIDEWALK & ROADWAY IMPROVEMENTS PROJECT – FY26 CDBG***", which is attached hereto as **Exhibit 1** and includes the following:

Bidder's Checklist and Addendum Acknowledgement	Florida Trench Safety Act Statement
Price Proposal	Subcontractors Proposal Form
Bid Bond	Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion
Affidavit	Equal Employment Opportunity Certification
References/Bidder Qualification Questionnaire	Foreign Influence Disclosure Form
Drug-Free Workplace Certification	General Conditions
Public Entity Crimes	Specifications & Plans
Scrutinized Companies Affidavit	Certificate of Insurance
E-Verify Affidavit	Contractor's Final Affidavit and Release of Lien (Upon Completion)
Non-Collusion Affidavit	Performance & Payment Bond (Upon Award)
Human Trafficking Affidavit	Special Conditions – CDBG-HUD
Certificate - Contract Execution Authorization	Section 3 Business Concerns Preference (only if claiming qualification)
Certification Regarding Lobbying	Certification of Compliance with CDBG - HUD
	Certification of Nonsegregated Facilities

   b. Plans and specifications as provided by ***Kevin Cook***.

   c. Contractor's bid submittal _(***Dated) 2026*** _, attached hereto as Exhibit 2 with all related documents, addenda if any, and other documents listed in the Contract Documents, and written modifications issued after execution of this Contract, if any.

   d. This Construction Contract.

      i. INTENT: The Scope of Work, "Work", is an integrated part of the Contract Documents and as such do not stand alone if used independently. These documents establish minimum standards of quality for the Contract. The intent of the Contract Documents

is to set forth requirements of performance. It is also intended to include all supervision, labor, materials, equipment, tools, and transportation necessary for the proper execution of the Work, to require complete performance of the Work despite omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

ii. ENTIRE AND SOLE AGREEMENT: Except as specifically stated herein, the Contract Documents constitute the entire agreement between the parties and supersede all other agreements, not specifically set forth in the Contract Documents. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in the Contract Documents.

iii. AMENDMENTS: The parties may modify this Contract at any time by written agreement. Neither the Contract Documents nor any term thereof may be changed, waived, discharged, or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination is sought.

4. **COMPENSATION AND PAYMENTS:** For satisfactory performance of the Work, the City will pay the Contractor the total sum of ***Written Words* and ($XX).** Payment shall be made for all Work completed by the Contractor during each calendar month which has been accepted by the City and properly documented. Payments shall not be made for Work deemed incomplete or deficient by the City Project Manager. At the end of each month the Contractor shall submit an invoice with supporting documentation of all Work completed for that month, to the Project Manager for approval and payment.

The City shall make partial payments to the Contractor on the basis of a duly certified and approved Pay Application, also referred to as invoice, for the Work performed during the preceding calendar month by the Contractor, **less five percent (5%)** of the amount of such pay application request which is to be retained by the City until all Work has been performed strictly in accordance with the Contract and until such Work has fully been accepted by the City.

When Contract Time is approaching Substantial Completion, a pre-final inspection shall be conducted. Within 30 calendar days after reaching substantial completion, the City shall generate a single list (Punchlist) of items required to render complete, satisfactory, and acceptable the construction services

purchased by the City. The Contractor will enter the estimated cost to complete each item on the list and return to the City within ten (10) calendar days. The City reserves the right to modify costs, as deemed reasonable, and finalize the Punchlist within five (5) calendar days.

Within twenty (20) business days after developing the Punchlist, and after receipt of a proper invoice or payment request, the City will pay the Contractor the remaining balance of the Contract, including all remaining retainage withheld by the City pursuant to Section 255.078, Florida Statutes, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the list.

Upon the City's acceptance of the Work covered by this Contract and the receipt and acknowledgment by the City of a proper maintenance bond and as built plans, and submission by the Contractor, of evidence satisfactory to the City that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, and also, after all guarantees that may be required are provided, final payment (for retainage duly invoiced) on account of this Contract shall be made within twenty-five (25) days after receipt of a proper pay application request by the City's Project Manager, pursuant to the Prompt Payment Act (Section 218.735 of the Florida Statutes) and all general conditions hereof.

a. **CLAIMS** – Claims arising from changes or revisions made by the Contractor at the City's request shall be presented to the City before Work starts on the changes or revisions. If the Contractor deems that extra compensation is due for Work not covered herein, or in any Supplemental Agreement, the Contractor shall notify the City in writing of its intention to make claim for extra compensation before Work begins on which the claim is based. If such notification is not given and the City is not afforded by the Contractor a method acceptable to the City for keeping strict account of actual cost, then the Contractor hereby waives its request for such extra compensation. The City is not obligated to pay the Contractor if the City is not notified as described above. The Contractor may refuse to perform the additional Work requested by the City until the parties execute an appropriate Contract change order. Such notice by the Contractor and the fact that the City has kept account of the costs as aforesaid shall not in any way be construed as providing the validity of the claim.

b. **RELEASES** – When it is determined, as a result of a joint inspection of the Work by the Contractor and City, that the Work has been completed in accordance with the terms of the Contract Documents, the completion of the Work shall be certified by the City. At that time, the Contractor may submit the Contractor's final request for payment. Prior to final payment,

the Contractor shall execute and deliver to the City a Contractor's Affidavit and Release of Claim for all claims against the City arising under or by virtue of the Contract. Also, from each supplier or subcontractor who has notified the City of their right to file a claim (Notice to City) or who is listed in the Contractor's Affidavit and Release of Claim as an unpaid potential claimant, a Claimant's Sworn Statement of Account, executed by the supplier or subcontractor, must be attached to each request for payment.

The Purchasing & Contracting Administrator shall be the final authority as to the appropriateness of any payment submittal. The Purchasing & Contracting Administrator's decisions on payment matters shall be made in accordance with the word of the contract, City Policy Administrative policy 1-3 Procurement and Contracting, and legal requirements.

c. Appeals – Appeals of the Purchasing & Contracting Administrator's decisions shall be posted as follows:

City Manager
City of Titusville
P.O. Box 2806
Titusville, FL 32781-2806

The Contractor agrees to an administrative hearing within the scope of the contract.

5. **CHANGE ORDERS:** The City reserves the right to make such changes in the Plans and/or Specifications within the general scope of the Contract at any time by written Change Order in accordance with the General Conditions of the solicitation book.

The City Manager or designee is authorized to approve Change Order(s) provided that the amount(s) of such Change Order(s) do not increase the authorized contract amount. Furthermore, for any Change Order(s) that will increase the authorized contract amount, the City Manager is authorized to approve, whichever is greater, up to $25,000.00 or ten percent (10%) of the latest contract amount, not to exceed $50,000.00, provided that sufficient budgeted funds are available for this project.

6. **PROJECT SCHEDULE/TIME OF COMPLETION:** The Contractor shall commence Work to be performed under this Contract upon receipt of written Notice to Proceed from the City's Project Manager. The Contractor shall begin the Work and shall fully complete the Work in accordance with the Contract documents within ***30 Days*** consecutive calendar days after the commencement date stipulated in said written notice and as set forth in the contract award prior to **June 15, 2026**.

The Contractor shall perform all Work under this Contract in a timely manner consistent with the assignment schedules as mutually agreed upon by the City and the Contractor. No extension of time shall be valid unless given in writing by the City. No monetary compensation shall be given for such delay.

A delay beyond the Contractor's control may entitle the Contractor to an extension of time in which to complete the Work as determined by the City provided, however, the Contractor shall immediately give written notice to the City of the cause of such delay. Contract time shall not be extended for "Rain Day" delays. The City will continually monitor the effects of weather and, when found justified, the City will require the Contractor to submit a request for additional time due to the effects of weather. The City will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions related adverse soil conditions that prevent the Contract from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal workday on pre-determined controlling work items; or
2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items. No additional compensation will be made for delays caused by the effects of inclement weather.

"Rain day" requests must be submitted at the end of each work week or be waived, and the cumulative "rain day" extensions granted shall be processed as a Change Order with each pay submittal.

The City shall have the authority to suspend the Work wholly or in part, for such periods as may be deemed necessary and for whatever cause, by sending written notice of suspension to the Contractor. If the Contractor or the City shall become aware of any condition that may be cause for suspension of the Work, they shall immediately advise the concerned parties of such condition. The Contractor shall not suspend operations under the provisions of this paragraph without the City's written permission. In the event the City suspends the Work, the Contractor shall be granted an extension of time to complete the Work for as many calendar days as the Work was suspended; except that the Contractor will not be granted an extension of time to complete the Work if the suspension was caused by a fault of the Contractor.

7. **LIQUIDATED DAMAGES:** It is mutually agreed that time is of the essence in this Contract and should the Contractor fail to complete the Work within the specified time within the Notice to Proceed, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the City will retain the amount of $ (calculated) per consecutive calendar day as fixed, agreed, and liquidated damages for each calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the

City will have sustained by failure of the Contractor to complete the Work within the specified time, it being further agreed that the said sum is not a penalty, but is the stipulated amount of damages sustained by the City in the event of such default by the Contractor.

For the purpose of this Section, the day of final acceptance of the Work shall be considered a day of delay, and the scheduled day of completion of the Work shall be considered a day scheduled for production.

The Contractor shall consider all contingent Work which has to be done by other parties, arising from any cause whatsoever, and shall not plead their want of knowledge of said contingent Work as an excuse for delay in their Work, or for the non-performance.

Permitting the Contractor to continue and finish the Work or any part of it after the expiration of the number of calendar days allowed for completion or after any extension of time, shall in no way operate as a waiver on the part of the City of its rights under this Contract. In case of default of the Contract and the completion of the Work by the City as hereinafter provided, the Contractor and their Surety shall be liable for the liquidated damages under the Contract; but no liquidated damages shall be assessed for any delay in the final completion of the Work by the City due to any unreasonable action, negligence, omission, or delay of the City.

If any suit for the collection of, or involving the assessment of liquidated damages, the reasonableness of the amounts stipulated in the foregoing calculations shall be presumed. The liquidated damages referred to herein are intended to be and are accumulative and shall be in addition to every other remedy now or hereafter enforceable by law, in equity, by Statute, or under the Contract.

8. **CONTRACTOR'S ACCEPTANCE OF CONDITIONS:** The Contractor hereby agrees that they have carefully examined the surface of the site and has made sufficient tests or other necessary subsurface investigations to fully satisfy themself that such site is a correct and suitable one for this Work and they assume full responsibility, therefore. The provisions of this Contract shall control any inconsistent provision contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the Work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the City than against the Contractor and their Surety.

Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the City's Engineer, and their decision shall be final and binding the Contractor.

It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the Work or material by the City, its consulting Engineer/Architect or by any agent or representative as in compliance with the terms of the Contract and/or the Drawings, and Specifications covering said

Work, shall not operate as a waiver by the City of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said Work; and the City may require the Contractor and/or their Surety to repair, replace, restore and/or make to comply strictly with this Contract and the Drawings and Specifications any and all of said Work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such Work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guaranteed provisions. Failure on the part of the Contractor and/or their Surety, immediately after notice to either, to repair or replace any such defective materials and Workmanship shall entitle the City, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the Contractor and/or their surety, who shall in any event be jointly and severally liable to the City for all damage, loss and expense caused to the City by reason of the Contractor's breach of this Contractor and/or their failure to comply strictly with the Contract and with the Drawings and Specifications.

9. **PROJECT MANAGER:** The City shall designate a Project Manager. All Work done shall be subject to the review of the City's Project Manager or designee. Any and all technical questions, which may arise as to the quality and acceptability of materials furnished, work performed or work to be performed, interpretation of the specified requirements and all technical questions as to acceptable fulfillment of the Contract on the part of the Contractor shall be referred to the Project Manager who will resolve such questions.

   The Work shall be subject at all times to review by the City. The City shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed review. The City shall not be responsible for the acts or omissions of the Contractor. Any changes to the scope of work or any deviations from the contract documents must be approved in writing through the Project Manager and Purchasing & Contracting Administrator.

10. **CONTRACTOR'S DUTY & PERFORMANCE:** Contractor's services will meet the minimum level of care and skill ordinarily used by members of Contractor's occupation/profession performing the type of services provided herein within the State of Florida.

    Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over assembly means, methods, techniques,

sequences, and procedures, and coordinating all portions of the Work under this Contract, unless the Contract Documents give other specific instructions concerning these matters.

Failure to fully perform to the requirements specified herein in an effective and timely fashion will be unacceptable to the City and upon notice from the Project Manager or designee, the Contractor agrees to implement immediate corrective measures.

Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work.

Unless otherwise provided in the Contract Documents, Contractor shall pay all sales, use, and other similar taxes.

Contractor shall hold and maintain at all times during the term of this Contract all federal, state, and local licenses necessary to perform the Work under the Contract.

Cleanup - The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or Work. At the completion of the Work, the Contractor shall remove all their rubbish, tools, scaffolding and surplus materials and shall leave the work area "broom clean" or its equivalent, unless more exactly specified, and shall insure that all debris and other unsightly objects are removed and disposed of in a satisfactory manner. At no additional expense to the City, the Contractor will restore to their original conditions or better, as nearly as practicable, those portions of the site not designated for alteration and all such property, structure, utilities, landscaping, etc., disturbed or damaged during the prosecution of the Work. Final payment will be withheld until such clean up and repairs are completed.

The Work will be considered complete only after all debris and unused material due to or connected with the Work have been removed and the surrounding area left in a condition satisfactory to the City. In the event the City finds that the Contractor has not complied in keeping the job site clean, the City may, after twenty-four (24) hours written notice to the Contractor to correct the situation, elect to have the job site cleaned by an independent labor force. The cost of cleaning by said independent labor force shall be deducted from the monies due the Contractor.

11. **CONTRACTOR'S RESPONSIBILITY FOR WORK:** Until acceptance of Work by the City, the Work shall be under the charge and care of the Contractor, and Contractor shall take every necessary precaution against damage to the Work by action of the elements or from any other cause whatsoever, whether arising from execution or from the non-execution of the Work. The Contractor shall reprint, repair, restore, and make good, without additional compensation, all damage to any portion of the Work

occasioned by any cause, other than the sole and active negligence of the City, before its completion and acceptance.

Materials and equipment shall be stored so as to incur the preservation of their quality and fitness for the Work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located so as to facilitate prompt inspection.

12. UNCONTROLLABLE CIRCUMSTANCES ("FORCE MAJEURE"):

Contractor shall not be subject to any liability for failure to carry out any of the terms of this Contract to the extent that such failure shall be due to a Force Majeure event, as defined herein. Contractor shall not be relieved from liability for failures that are due to a Force Majeure event that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact of such event. Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the Contractor claiming Force Majeure: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the state of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the Contractor claiming Force Majeure. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

13. SUBCONTRACTS AND ASSIGNABILITY: The Contractor shall not assign any interest in the Contract and shall not transfer any interest in the same without the prior written consent of the City. Any subcontracts or other work which is performed by persons or firms other than the Contractor under this Contract or any work orders shall have prior written approval of the City. Any subcontracts, outside associates, or other Contractors required by the Contractor in connection with services covered by this Contract must be specifically approved by the City, thereby:

a. Approval will be given only after the Surety on the Contract Bond has informed the City in writing that it approves of such assignment being made.

b. In the event the Contractor shall undertake to assign all or any part of any monies due or to become due under the Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any of such monies shall be subject to the prior liens of all persons for services rendered or materials

supplied for the performance of all Work embraced by the Contract.

14. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees of the City. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor may perform services for others, which solely utilize Contractor's facilities and do not violate any confidentiality requirements of this Contract. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties with respect to Contractor, its officers, agents, and employees, shall include, but limited to:

    a. Providing Worker's Compensation coverage for employees as required by law; and
    b. Hiring of any employees, assistants, or subcontractors necessary for performance of the Work; and
    c. Providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; and
    d. Payment of all federal, state, and local taxes income, or employment taxes, if Contractor is not a corporation, self-employment, Social Security taxes; and
    e. Compliance with the Fair Labor Standards Act, 29U.S.C. §§201. Et. Seq., including payment of overtime in accordance with the requirements od said Act; and
    f. Providing employee training for all functions necessary for performance of the Work; and
    g. Providing equipment and materials necessary to the performance of the Work; and
    h. Providing office or other facilities for the performance of the Work.

    In the event the City provides training, equipment, materials, or facilities or otherwise facilitates performance of the Work, this shall not affect any of the Contractor's duties hereunder or alter Contractor's status as an independent contractor.

15. **PROTECTION OF PERSON AND PROPERTY:** The Contractor shall exercise precaution at all times for the protection of persons and property. The Contractor and all subcontractors shall strictly comply with all safety provisions of all applicable laws and ordinances and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida. Failure to comply with the Act constitutes a failure to perform on behalf of the Contractor. This Contract requires that the Contractor and any subcontractors hired by the Contractor agree to reimburse the City for any fines and/or court cost arising from penalties charged to the City for violations of OSHA committed by the Contractor or any subcontractor.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or lost to, all employees on the Work and all other persons who may be affected thereby; all the Work materials and equipment to be incorporated therein, whether in storage on or off the project site or adjacent thereto, including vehicles and equipment therein, trees, shrubs, lawn, walks, pavements, structures, and utilities including, but not limited to, fire hydrants, swales, gutters, sewer inlets, drainage ditches, etc. Contractor shall insure that its contract Work does not impair the proper functioning of these utilities.

The Contractor shall perform any Work and shall furnish and install materials and equipment necessary during an emergency endangering life or property. In all cases, the Contractor shall notify the City Project Manager of the emergency as soon as practicable but shall not wait for instruction before proceeding to properly protect both life and property.

The City has the right to order the Contractor to discontinue hazardous work practices upon verbal or written notice. It is required that the Contractor keep and maintain all necessary protective devices in place and in proper condition at all times where Work is being performed, to prevent injury to person or damage to public or private property.

The Contractor shall be held responsible for such safety and protection until final written acceptance of the Work is issued by the City.

16. INDEMNIFICATION & INSURANCE:

a. **INDEMNIFICATION** - The Contractor shall indemnify, save harmless and defend the City and all of its officers, agents, and employees from all claims, actions or suits, including reasonable attorney's fees, because of any injury or damage sustained by any person or property because of the said Contractor's operations relating to this contract; or because of or in consequence of any neglect causing bodily injury, illness, or death, or property damage; or through the use of unacceptable materials in constructing the Work; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission by said Contractor or that of a subcontractor, or anyone employed by them, or for whose acts Contractor or a subcontractor may be liable; or because of any claims or amounts recovered from any infringement or patent, trademark or copyright; or from any claims or amounts arising or recovered under Workers Compensation Law or any other laws.

Should the Contractor fail to maintain adequate protection for the City a portion of the money due the Contractor under the Contract, as may be considered necessary by the Purchasing & Contracting Administrator, may be retained for use by the City to address all such claims. In case no money is due, the Contractor's Surety shall be held until such suit(s), action(s), or claim(s) for

damage(s) or injury(ies) as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Purchasing & Contracting Administrator. The exception being that money due the Contractor will not be withheld under this provision when the Contractor produces satisfactory evidence that he has, in the opinion of the City, adequate insurance coverage.

The Contractor guarantees the payments of all just claims for materials, supplies, tools, labor, and other just claims against him or any subcontractor in connection with this Contract. The Contractor's bond will not be released by final acceptance and payment by the City unless all such claims are paid or released. Final waivers of liens for all subcontractors shall be provided to the Purchasing & Contracting Administrator in a timely manner after request for a final inspection.

b. **INSURANCE** - The Contractor shall not commence Work under this Contract until he has obtained and provided insurance specified in the Contract Documents and in such amounts that will provide adequate protection to the City and the Contractor against all Liabilities, damages, and accidents, nor shall Contractor commence Work until such insurance has been approved by the City. The Contractor shall not allow any Subcontractor to commence on their subcontract until all insurance required of the subcontract has been obtained and approved in the same manner. Neither the approval by the City nor a failure to disapprove insurance furnished by the Contractor or Subcontractor release the Contractor or Subcontractor of full responsibility for liability, damages, or accidents.

The Contractor and each Subcontractor shall maintain such required insurance during the life of the Contract, and no modification or change of insurance coverage and/or provision shall be made without thirty (30) days advance notice to the City. Coverage shall be as follows:

i. Commercial General Liability Insurance coverage on an occurrence basis in the minimum amount of $1,000,000 per occurrence and $2,000,000 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury and advertising liability and medical payments. The City shall be named as an Additional Insured.

ii. Auto Liability Insurance, covering all vehicles, owned or otherwise, used in connection with this contract, with a minimum combined single limit of $1,000,000, including hired and non-owned liability and $25,000 medical payment.

iii. Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor(s) to provide evidence of this coverage. Workers' Compensation exemption forms are only accepted for independent contractors and sole proprietorships that perform the

work or services required of the City themselves, they shall not have employees or sub-contract the work to other entities or individuals. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable. All workers' compensation policies must include coverage for employer liability of $500,000 for each accident and each disease.

iv. In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy (Errors and omissions, Directors and Officers, Architect and Engineers, Etc.) in the amount of $2,000,000 per claim.

v. In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

vi. In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the City Purchasing and Contracting Division demonstrating that the aforementioned insurance requirements have been met prior to the commencement of Work under this contract. The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the City as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City. The insurance coverage enumerated above constitutes the minimum requirements

and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

17. BONDS:

a. **PERFORMANCE AND PAYMENT BONDS** – Pursuant to stipulations hereto, a performance and payment bond, on the prescribed form and equal to 100% of the contract amount will be required for this Contract prior to any commencement of Work.

b. **MAINTENANCE BOND** – A maintenance bond, equal to fifteen percent (15%) of the final contract amount will be required pursuant to the Contract Documents.

c. **ADDITIONAL BONDS** – It is further agreed between the parties hereto, that if at any time after the execution of this Contract and the Performance Bond hereto attached for its faithful performance, the City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, within five (5) days after receipt of notice from the City to do so, the Contractor shall, at their own expense, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the City.

18. GENERAL PERSONNEL: The Contractor represents that it will secure at its own expense all personnel and subcontractors required for services, which are necessary to complete the Work as described in this Contract. All services under this Contract shall be performed by the Contractor or subcontractor and all persons engaged in work under the Contract shall be qualified to perform such services and authorized under federal, state, and local laws to perform such services. Personnel who perform services under this Contract shall not be employees of the City.

All workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any worker including supervisors, employed by the Contractor or subcontractor who, in the opinion of the City does not perform Work under this Contract in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the City, be discharged immediately and shall not be employed again in any portion or the Work without the approval of the City.

The Contractor shall at all times be responsible for the conduct and discipline of their employees and/or any subcontractor or persons employed by subcontractors. The Contractor shall provide a current listing of names and license numbers of all personnel executing Work related to this contract. This listing shall be updated by the Contractor within three days of a personnel change.

19. EQUAL OPPORTUNITY EMPLOYER: The City is an Equal Opportunity Employer (EOE) and as

such encourages all contractors to voluntarily comply with EOE regulations with regards to gender, age, race, veteran status, country of origin, and creed. Any subcontracts the Contractor may enter into shall make reference to this clause with the same degree of application being encountered. When applicable the Contractor shall comply with all State or Federal EOE regulations.

20. DRUG-FREE WORKPLACE: The City of Titusville encourages all contractors to maintain a drug-free workplace program in accordance with Section 287.087 of the Florida Statutes.

21. PUBLIC ENTITY CRIME:

The Contractor shall file a sworn statement with the City, which is provided under Contract Forms, stating whether a person or affiliate as defined in Section 287.133(1), Florida Statutes, has been convicted of a public entity crime subsequent to October 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

22. E-VERIFY: As a condition precedent to entering into a Contract as a result of this bid/proposal, and in compliance with Section 448.095, Florida Statutes, Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 2, 2021.

1) The City shall not enter into, or renew, a contract with a Contractor that is not enrolled in E-Verify. Any Contractor that has a contract with the City shall be contractually obligated to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The Contractor shall provide the City acceptable evidence of their enrollment at time of execution of the contract or renewal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the Business.
2) Contractor shall require of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.
3) The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statute or the provision of this section shall terminate the contract with the person or entity.
4) The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
5) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be

challenged pursuant to Section 448.095(2)(d), Florida Statute. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public Contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

6) Subcontracts: Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

23. PROHIBITED TELECOMMUNICATIONS EQUIPMENT: Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR § 52.204-24 through 52.204-26. By executing this Contract, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Contract. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

24. SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes, prohibit state agencies departments, and local government entities from contracting with Scrutinized Companies. Contractor and Subcontractor(s) shall complete the Affidavit form provided in the bid/proposal booklet and hereby incorporated as part of the Contract Documents. Contractor and Subcontractor shall affirm not to be on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to s. 215.473, Florida Statutes, nor have business operations in Cuba or Syria and are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or participating in a boycott of Israel. The Contractor or Subcontractor further acknowledges and agrees that the City may immediately terminate this Contract and any subsequent renewal Contract for cause if the Contractor or Subcontractor is found to have submitted a false certification or if the Contractor or Subcontractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the Term of the Contract. Further, the Contractor or Subcontractor acknowledges

and agrees that a false certification or representation hereunder is a material breach of this Contract, and the Contract shall be terminated by the City if the Contractor or Subcontractor and any actively contracted company for the Contractor or Subcontractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

25. ANTI-DISCRIMINATION: Contractor for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-leases, as a part of the consideration hereof—hereby covenants and agrees that:

A. No person on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

B. No Employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Contract.

26. DISCRIMINATORY VENDOR LIST: Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a),Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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."

27. GRATUITIES AND KICKBACKS:

A. **GRATUITIES**

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation,

preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore.

B. **KICKBACKS**

It must be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

C. **CONTRACT CLAUSE**

The prohibition against gratuities and kickbacks prescribed in this section must be conspicuously set forth in every Contract and subcontract and solicitation, therefore.

28. FOREIGN GIFTS AND CONTRACTS: The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 268.101(7)(b), Florida Statutes: "In addition to any fine assessed under Florida Statutes 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must 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.

29. ANTITRUST VIOLATIONS; DENIAL OR REVOCATION: Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

30. ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM:

Pursuant to Florida Statute 287.05701, local governments cannot give preference to a contractor based on social, political or ideological interests such as those listed directly below. Contractors are also prohibited from giving preference to subcontractors based on the below listed factors. Violations will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

List of Prohibited Preference Factors:

A. The Contractor's political opinions, speech, or affiliations.
B. The Contractor's religious beliefs, religious exercise, or religious affiliations.
C. The Contractor's lawful ownership of a firearm.
D. The Contractor's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
E. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
F. The Contractor's support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking.
G. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph.
H. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law:
    1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures;
    2. Social governance standards, benchmarks, or
    3. requirements, including, but not limited to, environmental or social justice;
    4. Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or
    5. Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

31. NON-APPROPRIATIONS: This Contract will remain in full force and effect only as long as the expenditures provided for the Contract have been appropriated by the City Council in the annual budget for each fiscal year of the Contract, and is subject to termination without penalty if funding is not appropriated.

32. SEVERABILITY: If any clause or provision of this contract is found illegal, invalid, or unenforceable

under present or future laws effective during the Term of this Contract, then and only in that event, it shall be the intention of the parties that the remainder of this Contract, and the Term covered thereby, shall not be affected. All rights, powers, and privileges conferred by this Contract upon the Parties shall be cumulative but not restricted to those given by law.

33. TERMINATION:

A. **TERMINATION FOR CAUSE:** The Contract may be terminated by the City for cause in the event of any breach hereof, including but not limited to, Contractor's:

1. Failing to carry forward and complete Work in accordance with the requirements hereof; or
2. Failing to comply with applicable laws, regulations, permits, or ordinances'; or
3. Failing to timely commence or continuously and vigorously pursue correction of defective Work; or
4. Making a general assignment for the benefit of its creditors; or
5. Having receiver appointed because of insolvency; or
6. Filing bankruptcy or having a petition for involuntary bankruptcy filed against it; or
7. Failing to make prompt payments, when properly due, to subcontractors, vendors, or others for materials or labor used in the Work; or
8. Making material misrepresentation to the City regarding Work or performance thereof.

The City shall provide Contractor with written notice of its intention to terminate this Contract for cause, which shall provide the effective date of the termination. Such notice shall state the nature of the deficiency and, at the City's sole judgment and discretion, may afford Contractor an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure said deficiency. If the deficiency has not been corrected within the time allotted, the City may take possession of the Work and finish the Work by whatever method(s) the City deems expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is completed and accepted by the City. If the unpaid balance of the total compensation exceeds the expense of completing Work, including compensation for additional managerial and administrative services, the excess will be paid to Contractor. If the expense exceeds the unpaid balance, Contractor shall pay the difference to the City. The expense incurred by the City and the damage incurred through Contractor's default will be certified by the City.

B. **TERMINATION FOR CONVENIENCE:** Notwithstanding any other provision of this Contract, the City may terminate this Contract, or any Work issued under it, in whole or in part, at any time, with or without cause, upon ten (10) days written notice to the Contractor.

Upon receiving notice of termination, the Contractor shall discontinue the Work on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services, or facilities except as needed to continue any portion of the Work that was not terminated. The Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

In the event of such termination, the Contractor shall be compensated for any Work performed prior to the date of the termination and for materials that were ordered prior to the receipt of notice of termination that cannot be returned to the vendor. Any such materials shall become the property of the City. Contractor waives all claims for compensation in excess of that which is specially provided for herein, including but not limited to, loss of anticipated profits; idle equipment, labor, facilities; and claims of subcontractors and vendors.

C. **BANKRUPTCY:** If the Contractor shall be adjudged bankrupt; or if it should make a general assignment for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of their property; or if it should persistently or repeatedly refuse or fail to make prompt payment to a person(s) supplying labor or materials for the Work under the Contract; or persistently disregard instructions of the Purchasing & Contracting Administrator; or fail to observe or perform any provisions of the Contract Documents; or otherwise be guilty of a substantial violation of any provisions of the Contract Documents, the City may – by at least ten (10) days prior written notice to the Contractor – without prejudice to any other rights or remedies of the City under the Contract, terminate the Contractor's right to proceed with the Work. In such event, the City may take over the Work and proceed with same to completion – by Contract or otherwise – and the Contractor and its Sureties shall be liable to the City for any excess cost incurred by the City. In such case, the City may take possession of and utilize in completing the Work, such necessary materials, appliances, and plant as may be on the site of the Project. The foregoing provisions are in addition to, and not in limitation of, the right of the City under any other provisions of the Contract Documents.

34. COMPLIANCE WITH LAW: The Contractor expressly agrees to comply with all known laws and regulations relating to providing services under this Contract. The failure of the Contractor to adhere to any known law or regulation pertaining to furnishing services under this Contract shall constitute a material breach of this Contract.

35. CERTIFICATION OF RESTRICTION ON LOBBYING: The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of

Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any Florida Department of Transportation (FDOT) Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with the instructions.

36. GOVERNING LAW: The laws of the State of Florida shall govern this Contract.

37. VENUE: In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings shall be in Brevard County, Florida.

38. WAIVER OF TRIAL BY JURY: The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

39. ATTORNEY'S FEES: In the event of any legal or administrative proceedings arising from or related to this Contract, including appeals, each party shall bear its own costs and attorney's fees.

40. CONFLICT OF INTEREST: No officer, member or employee of the City or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in this contract or any related subcontract, or the proceeds thereof. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

41. CONFLICTING PROVISIONS: Notwithstanding any other provision in this Contract Document, whenever any provisions in the Contract Documents are inconsistent or conflict, the stricter provision shall prevail.

42. COVENANT AGAINST CONTINGENT FEES: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company corporation individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, or making of this Contract. For the breach or violation of this paragraph, the City shall have the right to terminate the Contract without liability and, at its discretion, deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or

consideration.

43. **CONSTRUING PROVISIONS:** This Contract shall not be construed against the party who drafted the same, as both parties have obtained experts for their choosing to review the legal and business adequacy of the same. In any conflict between the Technical Specifications, and the General terms of this Contract, the provisions of the latter shall prevail.

44. **SEPARATE COUNTERPARTS & EXECUTION:** This Contract and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same contract. Execution and delivery of this Contract and any amendments by the Parties shall be legally valid and effective through; (i) executing and delivering the paper copy of the documents, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in "portable document format" (",pdf") or other electronically scanned format, or (iii) creating, generating, sending, receiving, or storing by electronic means this Contract and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Contract (i.e. "electronic signature" through a process such as DocuSign®). In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of the Contract is sought.

45. **RETENTION AND REVIEW OF RECORDS:** The Contractor and its subcontractors or suppliers shall retain all records relating to this Contract for a period of five (5) years, or as further directed by local, state, or federal regulations, from the date that the City makes final payment, and all other pending matters are closed.

    The Contractor and its subcontractors or suppliers shall make available all books, documents, papers, and records of the Contractor or its subcontractor or suppliers, which are directly pertinent to this Contract, to the City's Purchasing and Contracting Administrator or their duly authorized representative, or the U.S. Comptroller General or Inspector General, or the Auditor General, or FDEP duly authorized representative for the purpose of making an audit, inspection, review, copying, excerpts and transcriptions. The Contractor and its subcontractors will permit such representatives to interview employees on the job during working hours.

46. **AUDIT RIGHTS:** The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the Contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public

accountant selected by the City. The Contractor must all the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the Contract.

47. **PUBLIC RECORDS:** Records of the Contractor that are made or received in the course or performance of the Contractor's obligations under this Contract may be public records that are subject to the requirements of Chapter 119, Florida Statutes and accordingly Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Florida Statute. In the event the Contractor receives a request for any such records, the Contractor shall notify the City and comply with Chapter 119, Florida Statute. The Contractor shall not prepare any news or press release in any way related to this Contract, without the City's written consent. Contractor hereby agrees to comply with the following:

    a. As provided in Section 119.0701, Florida Statutes, the Contractor is required to, and by executing this Contract, the Contractor agrees to:

        i. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.

        ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes or as otherwise provided by law.

        iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized the law for the duration of the contract term and following the completion of the Contract if the Contractor does not transfer the records to the City.

        iv. Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records as required by the City to perform the service. If the Contractor transfers all public records upon completion of the Contract, 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, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from the City's custodian of public

records in a format that is compatible with the information technology systems of the City.

b. The term "public record" as used in this provision include all documents, papers, letters, maps, books, tapes, photographs, films, sound records, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

IF CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com**, 555 S. WASHINGTON AVE., TITUSVILLE, FL 32796.**

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Contract upon the terms and conditions above stated.

CONTRACTOR:

By: _____

Date:_____

OWNER:
City of Titusville
555 S. Washington Avenue
Titusville, FL 32796

By: _____
Andrew Connors, Mayor

Date: _____

ATTEST:

_____
Wanda F. Wells, City Clerk
Date: _____

APPROVED AS TO FORM:

_____
Andriene Treasure, City Attorney

Date: _____

APPROVED AS TO CONTENT:

_____
Tom Abbate, City Manager

Date: _____

Staff Review & Preparation:
_____Date: _____
Leslie Rothering, Purchasing & Contracting Administrator

_____Date: _____
Sandra Reller, Public Works Director

_____Date: _____
Terrie Franklin, CDBG Grant Administrator

Exhibit 1 – Standard Construction Booklet/ITB document
Exhibit 2 – Contractor's Submittal

*In the event that the Contractor is a Corporation, there shall be attached to each counterpart a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

SECTION 3

BASIC CLAUSES

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3.1. Intent of Documents/Plans & Specifications:

The Documents, Plans & Specifications are an integrated part of the Contract Documents and as such will not stand alone if used independently, but instead establish minimum standards of quality for this Project. They do not purport to cover all details entering into the design and construction of materials or equipment. The intent of the Contract Documents is to set forth requirements of performance, type of equipment and structures, and standards of materials and construction. It is also intended to include all labor and materials, equipment, and transportation necessary for the proper execution of the Work, to require new material and equipment unless otherwise indicated, and to require complete performance of the Work in spite of omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

The Contractor will be supplied with three (3) copies of the Plans, Specifications, and other Contract Documents. Contractor shall have available at the site at all times one copy each of said Plans, Specifications, and other Contract Documents. Additional copies can be obtained by the Contractor from the Project Manager for the cost of reproduction.

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, or discrepancy in the Contract Documents, Contractor shall call it to the Purchasing & Contracting Administrator's attention in writing at once and before proceeding with the Work affected thereby, however, he will not be liable to the Owner for his failure to discover any conflict, error, or discrepancy in the specifications or drawings.

The Contract Documents cover, with explicit provisions, all matters relating to the Work which, the Contractor undertakes to construct or perform in full compliance with such provisions. It is understood that the Contractor has, by personal examination and inquiry, if necessary, satisfied himself as to all local conditions and as to the meaning, requirements and reservations of the Contract Documents, for, after the award, no deviation will be allowed from the Purchasing & Contracting Administrator's interpretation thereof.

3.2. Changes in Work:

a) The Owner reserves the right to make such changes in the Plans and/or Specifications within the general scope of the Contract at any time by a written Change Order that may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. In making any change, the charge or credit for the change shall be approximately determined by one of the following methods prior to the issuance of the order for the changed Work.

1) The change order shall set a total lump sum price for the change in the Work of the Contractor, including the Contractor's overhead and profit; also, the change order shall specify whether the amount is to be added to or deducted from the original contract price.

2) When the price for the Work is determined on the basis of the number of units used, estimate the number of units which are changed, multiply the estimated number of unit(s) by the

price (the price shall include the Contractor's overhead and profit) and this new total shall be specified on the change order as to whether it is to be added or deducted from the original contract price.

b) The Contractor shall not proceed with the changes in the Work until a written Notice to Proceed with the change is received from the City Project Manager. The Contractor shall keep a tally of the correct amount of the costs of the changes together with all vouchers, invoices, etc., as directed by the Owner. These records shall be made available to the Owner at all times upon request.

c) Approved changes to the scope of Work may include an allowance for overhead and profit. The cost may also include all items of labor or materials such as the use of power tools, and equipment actually used. Public Liability and Workers Compensation Insurance, power, pro-rata charges for foremen, social security, old age, and unemployment insurance shall also be included. If any deductions are ordered, the credits shall be the net cost. Insurance not previously mentioned, (such as costs for bonds), superintendents, timekeepers, clerks, watchmen, use of small tools, incidental job burdens, and general office expenses are among the items that may be considered as overhead.

1) The Contractor shall, when required by the Owner, furnish to the Owner an itemized breakdown of the quantities and prices used in computing the value of any proposed change order.

2) In calculating changes, the instructions for measurement of quantities set forth in the Specifications shall be followed.

d) Should the Contractor encounter, or the Owner discover, during the progress of the Work subsurface or latent conditions at the site materially differing from those shown on the drawings or indicated in the Specifications (or conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the drawings and specifications), the attention of the Owner shall be called immediately to such conditions before they are disturbed (notice to be provided to the Owner in writing.) The Owner shall thereupon promptly investigate the conditions, and if he finds they do so materially differ, the Contract shall, with the written approval of the Owner, be modified to provide for any increase or decrease of cost, or difference in time resulting from such conditions.

3.3. Reserved (not used)

3.4. Delays:

Those delays that in the determination of the City Project Manager are outside the direct control of the Contractor are compensable in nature provided ample written justification is posted with and approved by the Purchasing & Contracting Administrator. The City reserves the right to deny any requests for delay relief if the request is found invalid or without merit.

3.5. Separate Contract:

The Owner reserves the right to let other Contracts in connection with this project. The Contractor shall afford other contractors a reasonable opportunity for the introduction and storage

of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor's Work depends on the proper execution or results of the Work of any other contractor, the Contractor shall inspect and properly report to the City Project Manager any defect in such Work that renders it unsuitable for such proper execution and results.

The Contractor shall agree, and hereby does agree, to make no claims against the Owner for additional payment due to delays or other conditions created by the operations of such other contractors. If there is a difference of opinion as to the respective rights of the Contractor and others doing Work within the limits of or adjacent to the project, the Purchasing & Contracting Administrator will decide as to the respective rights of the various parties involved in order to secure the completion of the Owner's Work, in general harmony and in a satisfactory manner and his decisions shall be final and binding on the Contractor.

3.6. Reserved (not used)

3.7. Subcontracts:

a) The City reserves the right under this contract to approve or disapprove any proposed subcontractor.

b) The Contractor shall utilize the services of specialty subcontractors on those parts of the Work which under normal contracting practices are performed by specialty subcontractors; however, should the Owner determine that the specialty work in question has been customarily performed by the Contractor's own organization and it is competent to perform such Work, the Contractor shall be permitted to do so. Should the Owner determine that the performance of any specialty Work by the specialty subcontractors will result in substantially increased costs or inordinate delays, the requirements of this paragraph shall not apply.

c) The Contractor shall not award any Work to any subcontractor without prior written approval of the Owner. The Owner will not grant approval until the Contractor submits all information requested by the Owner. The Owner will attempt not to unduly delay the Contractor.

d) The Contractor shall be fully as responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by the contractor.

e) The Contractor shall cause appropriate provisions to be inserted in all subcontracts to bind subcontractors to the contractor by the terms of these General Conditions and other pertinent contract documents as applicable to the Work of the subcontractor. The Contractor shall also have provisions included in all subcontracts giving them the same powers of termination as the Owner may exercise over the Contractor under any provisions of the Contract Documents.

f) Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

3.8. Assignments of Contract:

No assignment by the Contractor of the contract or any part thereof, or any monies due or to become due, shall be made without the prior written approval of the Owner. As a condition precedent to the assignment, the surety on the Contract Bond must inform the Owner **in writing** that it approves of such assignment being made.

In the event that the Contractor shall undertake to assign all or any part of any monies due or to become due under the Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any of such monies shall be subject to the prior liens of all persons for services rendered or materials supplied for the performance of all Work embraced by the Contract.

3.9. Schedule:

Before Work is commenced under this contract, the Contractor shall submit to the City Project Manager a schedule of his operations, showing the order in which, and the approximate time at which he plans to begin the various sections, locations, or phases of his operations. This schedule is requested in order that operations of other contractors may be coordinated with the Work under this Contract, and in cases where the Work will interfere with the use of public streets, the routing of traffic may be properly planned. The Contractor shall cooperate with the City in developing a schedule that will best serve the interest of all parties affected. The schedule shall become an integral and binding part of this contract.

a) Work Hours: Working hours will be dawn to dusk, Monday through Saturday. No work shall be conducted on Sunday.

3.10. Shop Drawings:

a) In the type of Work for which detail drawings are necessary, the Contractor shall submit, **to the City's Project Manager, for approval by the appropriate parties,** copies of all shop drawings and schedules required for all portions of the Work, and no Work shall be fabricated by the Contractor, save at his own risk, until such approval has been given. Copies of these drawings and schedules shall be furnished in such number as the City Project Manager may direct.

b) The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for proper review; and no claim by the Contractor for delays, arising from his failure in this respect, shall be allowed unless the City substantially impacts the review process. Should this occur, a contract time adjustment will be considered.

c) All shop drawings submitted must bear proper approval by the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without a stamp of approval shall not be considered and will be returned to the Contractor for re-submission. If the shop drawings show variations from the requirements of the Contract Documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise, the Contractor shall not be relieved of the responsibility for executing the Work in accordance with the Contract Documents even though such shop drawings have been approved.

d) Where a shop drawing as submitted by the Contractor indicates a departure from the Contract which the City's Project Manager deems to be a minor adjustment in the interest of the Owner and which does not involve a change in the Contract price or extension of time, shall be referred to the Purchasing & Contracting Administrator prior to approval by the Project Manager.

e) Approval by the City's Project Manager of shop drawings will be general and shall not relieve the Contractor from the responsibility for adherence to all Contract terms, nor shall it relieve him of the responsibility for any error, which may exist.

3.11. Material and Workmanship:

Unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new. All Workmanship shall be first class and by persons qualified in the respective trades necessary to properly complete the contract.

3.12. Inspection and Testing of Materials:

Contractor is responsible for all the testing required on this project. The Contractor shall also be responsible for any rework or corrections to the work, and/or removal and replacement of the work as a result of failed tests as well as any additional testing.

The Purchasing & Contracting Administrator or the Project Manager may require any or all materials to be subjected to test by means of samples or other manner, at specific production points or after delivery. The City reserves the right to require additional testing to confirm quality and compliance with specifications. If the City requires testing by a third party, the Contractor shall afford such facilities as the Project Manager may require for collecting and forwarding samples. The Contractor shall provide the City satisfactory evidence such as manufacturer or supplier certificates, which will be subject to verification by the City, for the materials and finished articles furnished by the Contractor.

3.13. Engineer's Stamp:

As necessary, the Contractor will be responsible for the securing of all engineering stamps for any shop drawing(s) submitted for approval.

SECTION 4

SITE REQUIREMENT

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SECTION	4.1	Sanitary Provisions
	4.2	Water and Electric Meters
	4.3	Storage of Materials
	4.4	Salvage of Materials and Equipment

4.1. Sanitary Provisions:

The Contractor shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as are necessary to comply with the requirements and regulation of the governing body, State Board of Health, local codes, or of the regulatory agency having jurisdiction at the particular location. He shall permit no public nuisance. The Contractor shall furnish at his cost an adequate supply of drinking water for his employees.

4.2. Water and Electric Meters:

The Contractor shall pay for all water and electricity used during the construction and testing of Work, and shall make all necessary arrangements for meters to measure the quantities used. All water required shall be purchased from the City's Public Works division at the prevailing rates.

4.3. Storage of Materials:

Materials and equipment designed for permanent installation in the Work shall be carefully and properly stored and secured by the Contractor on the agreed-to site when delivered to ensure protection against deterioration of any type, theft or pilfering. These materials shall be so placed as to cause a minimum of inconvenience to other contractors on the Work and to the public. The stored items shall be arranged to facilitate inspections and any deterioration shall be grounds for rejection. If material stored on the job and paid for under the terms of the Contract is damaged or stolen before its incorporation in the Work, the amount paid the Contractor for the damaged or stolen material shall be deducted from the next estimate. Lawns, grass plots, or other private property shall not be used for storage purposes without written permission of the Owner. Documents allowing such storage shall be forwarded to the Project Manager for approval. The Contractor shall assure that stored materials do not have a deleterious effect on protected vegetation.

4.4. Salvage of Materials and Equipment:

Any materials, equipment, and machinery, considered by the Purchasing & Contracting Administrator to have a salvageable value, and that was a part of the structure, site, or right-of-way, prior to commencement of Work under this Contract, shall remain the property of the City. The Contractor shall remove such items and suitably store at the site, such that no damage, theft, or disposal of the items be conveyed without the expressed written permission of the Purchasing & Contracting Administrator subject to final disposition by the City. The Purchasing & Contracting Administrator shall provide the Contractor with a list of salvageable materials and equipment at the outset of the project and any modifications thereto shall be made in writing. The Purchasing & Contracting Administrator shall set forth in said letter the specific time for which the Contractor is responsible for the salvageable materials, equipment, etc.

SECTION 5

INSURANCE, PATENTS, PERMITS & TAXES

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SECTION	5.1	Insurance
	5.2	Patents
	5.3	Legal Restrictions, Licenses & Permits
	5.4	Federal Excise Tax
	5.5	Savings Due to Excise Tax Exemptions

5.1. Insurance:

A. The Contractor shall not commence Work under this Contract until he has obtained and provided insurance of the character specified below and in such amounts that will provide adequate protection to the Owner and the Contractor against all liabilities, damages, and accidents. The insurance obtained by the Contractor is subject to the approval of the Owner. The Contractor shall not allow any Subcontractor to commence Work on his subcontract until all insurance required of the subcontractor has been so obtained, provided, and approved. Neither the approval of the Owner nor a failure to disapprove insurance furnished by the Contractor or subcontractor shall release the Contractor or Subcontractor of full responsibility for liability, damages, and accidents as set forth herein

B. The Contractor and each subcontractor shall maintain such required insurance during the life of this contract, and no modification or change of insurance coverage and provision shall be made without thirty (30) days written advance notice to the Purchasing & Contracting Administrator.

1) Worker's Compensation Insurance: The Contractor shall procure and maintain during the life of this contract Workers' Compensation Insurance for all his employees employed at the site of the project in accordance with all statutory requirements and, in case any Work is subcontracted, the Contractor shall require the Subcontractor to similarly provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous Work under contract at the site of the project are not protected under the Workers' statute, the Contractor shall provide and cause each Subcontractor to provide adequate Insurance for the protection of his employees not otherwise protected.

2) Contractor's Comprehensive Public Liability & Property Damage Insurance: the Contractor shall procure and maintain during the life of this contract such Contractor's Comprehensive Liability and Property Damage Insurance that shall protect him and any Subcontractor performing Work covered by this contract from claim for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by himself or *by* any other Subcontractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:

a) Contractor's Comprehensive Public Liability in an amount not less than $1,000,000 for injuries, including wrongful death, to any one person in any one accident, and for more than one person in any one accident, in an amount not less than $1,000,0000.

b) Contractor's Comprehensive Property Damage Insurance in any one accident in an amount not less than $ 500,000. This insurance shall be extended to cover damage to underground wire, pipes, ducts, conduits, etc.

3) Contingent Liability: The Contractor shall furnish evidence to the Owner in the form of an insurance policy naming the Owner as the certificate holder that he has provided Protective Public Liability and Property Damage Insurance in the amounts above specified for himself and any subcontractors.

4) The Contractor shall acquire and maintain during the life of this Contract such Automobile Public Liability and Property Damage Insurance as shall protect him and any Subcontractor performing Work covered by this Contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

a) Automobile Public Liability Insurance in an amount not less than $1,000,0000for injuries, including wrongful death to any one person in any one accident, and for more than one person in any one accident, in an amount of not less than $1,000,0000.

b) Automobile Property Damage Insurance in any one accident in an amount not less than $100,000.

5) In types or classes of Work which include, all or in part, building or structures which may be subject to damage by fire, wind, or vandalism, the Contractor shall take out and maintain during the life of this contract what is commonly known as "Builders Risk Insurance" covering fire, wind, extended coverage, and vandalism, in an amount equal to one hundred percent (100%) of the contract price pertaining to such building(s) or structure(s).

6) Proof of Coverage of Insurance: The Contractor shall furnish the Owner with satisfactory proof of coverage (e.g., Certificate of Insurance) of the insurance required naming the City as additionally ensured thereon, but the failure to provide adequate insurance shall not relieve the Contractor's responsibility to protect the Owner wholly from all such claims and damages.

5.2. Patents:

It is mutually understood and agreed that without exception, Contract prices are to include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the Work. It is the intent that whenever the Contractor is required or desires to use any design, device, material, or process covered by letters, patent, or copyright, the right for such use shall be provided for by suitable legal agreements with the Patentee or Owner and a copy of this agreement shall be filed with the Purchasing & Contracting Administrator. However, whether or not such an agreement is made or filed as noted, the Contractor and the Surety in all cases shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, material or process, to be performed under the Contract, and shall indemnify the City from any costs, expenses, and damages which it may be obliged to pay, by reason of such infringement, at any time during the prosecution or after the completion of the Work.

5.3. Legal Restrictions, Licenses and Permits:

The Contractor is assumed to be familiar with all Federal, State, County, City and other laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or equipment used in or upon the site, or in any way affect the conduct of the Work. No pleas of misunderstanding or ignorance on the part of the Contractor will in any way serve to modify the provisions of the Contract. The Contractor, at all times, shall observe and comply with all Federal, State, County, City, and other laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work. The Contractor and his Surety shall indemnify and save harmless the Owner, and all its officers, agents, and servants against any claim or liability arising from or based on the violation of such law, ordinance, regulation, order or decree, whether by himself or his employees.

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

5.4. Federal Excise Tax:

The forms needed for applying for exemption certificates for materials and equipment, normally subject to the Federal Excise Tax, may be obtained from the appropriate Federal agency (IRS). The contractor is solely responsible for obtaining the desired exemption certificate from the Federal government.

5.5. Savings Due to Excise Tax Exemptions:

The savings anticipated by the bidder due to exemption from Excise taxes shall be reflected in the bid price

SECTION 6

CONTROL OF WORK

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	6.4	Construction Stakes
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	6.8	Substantial Completion
	6.9	Final Inspection
	6.10	Certificate of Final Completion
	6.11	As-Built Plans

6.1. Authority of the City's Project Manager:

The Project Manager (PM) is the employee of the City of Titusville responsible for the overall coordination, oversight and management of the Work. Instructions of the PM are to be strictly and promptly followed. The Contractor shall designate a complementary representative to receive such instructions in his absence, and failing to do so, will be held responsible for the execution of any instructions that may be necessary to be given in his absence.

The PM is to have free access to the site materials and the Work at all time for laying out, measuring, inspecting, or directing the same; and the Contractor is to afford him all necessary facilities and assistance for doing so.

All Work conducted or materials furnished are to be subject to the acceptance or the rejection of the PM, who shall determine the amount, quality, fitness, and the acceptability of the Work and the materials to be paid for and shall decide all questions or differences of opinion that may arise with the Contractor as to the interpretation of the plans and specifications. In the event of such questions or difference of opinion, the decision of the PM is to be a condition precedent to the Contractor's right to receive any money for the Work or materials to which the questions or difference of opinion relates. Any changes to the scope of work or any deviations from the contract documents must be approved in writing through the Purchasing & Contracting Administrator in accordance with Section 3, paragraph 3.2 Changes in Work.

The PM in conjunction with the Purchasing & Contracting Administrator shall have the authority to suspend the Work wholly or in part for such period(s) as may be deemed necessary, due to the unsuitable execution of the Work, or for such time as is necessary due to failure on the part of the Contractor to carry out orders given or perform any or all provisions of the Work. The Contractor shall not suspend the Work and shall not remove any equipment, tools, lumber, or other materials without the written permission of the Purchasing and Contracting Administrator.

6.2. Inspectors:

Inspectors employed by the City shall be authorized to inspect all Work done and material furnished. Such inspections may extend to all or any part of the Work and to the preparation or manufacture of material to be used. Inspectors shall be stationed on the Work to report to the PM as to the progress of the Work and manner in which it is being performed and to report whenever it appears that materials furnished, and Work performed by the Contractor fail to fulfill requirements of the specifications and contract. Inspectors shall call to the attention of the Contractor any such failures or default, but no inspection nor any failure to inspect at any time or place shall relieve the Contractor from any obligation to perform all of the Work strictly in accordance with the requirements of the drawings and specifications. In case of any dispute arising between the Contractor and the Inspector as to the materials furnished or manner of performing Work, the Inspector shall have the authority to reject materials or temporarily suspend the Work until the issue can be decided on by the PM in conjunction with the Purchasing & Contracting Administrator.

If the Contractor refuses to suspend operation on verbal order, the Inspector shall issue a written order giving the reason for shutting down the Work. After placing the order in the hands of the person in charge, the Inspector shall immediately leave the Work site. Work completed during the absence of the Inspector, after such notice, will not be accepted or compensable.

Inspectors shall not be authorized to revoke, alter, enlarge, relax, or release any requirements of the plans and specifications. Inspectors shall in no case act as foremen or perform other duties for the Contractor, nor interfere with management of the Work by the latter. Any instructions, which Inspectors may give the Contractor, shall in no way be construed as releasing the Contractor from fulfillment of the terms of the Contract Documents.

The payment of any compensation, whatever may be its character or form, or the giving of any gratuity, or the granting of any valuable favor, by the Contractor to any Inspector, directly or indirectly, is strictly prohibited and any such act on the part of the Contractor will constitute a violation of this Contract.

6.3. Inspection:

The Contractor shall furnish the PM with every reasonable facility for ascertaining whether or not the Work as performed is in accordance with the requirements and intent of the plans, specifications, and contract. If the PM requests it, the Contractor shall at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examinations, the Contractor shall restore said portions of the Work to the standard requirements of and by these specifications. Should the Work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be paid for as "extra Work"; but should the Work so exposed or examined prove unacceptable, the uncovering or removing should be paid at the Contractor's expense.

6.4. Construction Stakes:

The City will furnish basic control survey markers and benchmarks prior to start of construction and it shall be the responsibility of the Contractor to furnish and install all necessary construction stakes to establish lines and grades for the proper execution of the Work as shown on the plans or as specified.

6.5. Plans & Specifications:

The plans, specifications, special provisions, and any Addenda describe the Work and all materials and Workmanship. All dimensions must be in strict accordance with the plans, specifications, special provisions, and any addenda. Only the Purchasing & Contracting Administrator may, in writing, authorize exceptions. When a conflict arises, the standard specifications take precedence over the plans and the special provisions shall take precedence over the standard specifications. On all plans, the figured dimensions shall govern in case of discrepancy between the scaled dimensions and figures.

In the event the Contractor discovers any apparent error or discrepancy between the plans, specifications, or special provisions, he shall immediately call upon the Purchasing & Contracting Administrator for an interpretation and decision, and such decision shall be final. The Contractor shall take no advantage of any apparent error or omissions in the plans or specifications.

6.6. Cooperation of the Contractor Required:

The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof and he shall cooperate with the PM and with other contractors in every way possible. The Contractor shall have a competent superintendent on the Work at all times who is fully authorized as his agent on the Work. Such superintendent shall be capable of reading and thoroughly understanding the plans and contract documents, and shall receive and fulfill instructions from the PM, or the authorized representative. The Contractor and his superintendent shall provide all reasonable facilities to enable the PM and Inspector to inspect the Workmanship and materials entering in the Work.

6.7. Removal of Defective/Unauthorized Work:

All Work that has been rejected and/or condemned shall be remedied, or if necessary, removed and replaced in an acceptable manner by the Contractor at his own expense. Work done beyond the lines and grades shown on the plans -- except as herein provided -- or any Work done without authority will be considered as unauthorized and will not be measured or paid for by the City. If so ordered by the Owner, such unauthorized Work shall be removed, by the Contractor at his own expense.

6.8. Substantial Completion:

When the Work has progressed to a point whereby all contract line items are essentially complete and the Owner can take beneficial occupancy of the Work such that use can be made of the product, the Owner will schedule an inspection of the Work with the Contractor and representatives of any permitting agency that has jurisdiction over the Work and develop a list showing any outstanding items to be completed (i.e., punch-list) required to render complete, satisfactory and acceptable all the Work required under the contract. The Project Manager shall issue a "Certificate of Substantial Completion" containing the punch-list, an anticipated date of final completion, and any other required closing documents or items. The Certificate of Substantial Completion will therefore establish the date when no further liquidated damages will be assessed, the tentative completion date, the punch-list, and any other conditions necessary to satisfactorily complete the project.

6.9. Final Inspection:

When the Contractor has fully completed all Work provided for under this Contract and the punch-list as provided for in the Certificate of Substantial Completion, and so notified the City Project Manager in writing, the City Project Manager will make a final inspection of the completed Work. If all Work is completed satisfactorily in accordance with all terms, provisions, and stipulations of drawing, specifications, and contract, the City Project Manager will issue a

Certificate of Completion showing the entire amount of Work performed and compensation earned by the Contractor, including approved extra Work and compensation, therefore.

6.10. Certificate of Final Completion

Upon satisfaction of all the requirements of the Construction Contract, the City and Contractor will execute a *Certificate of Final Completion* in form. The issuance of final payment for the Work shall be contingent on the execution of said certificate by the following individuals: Contractor; Engineer; Project Manager; City Engineer; Building Department Official; Project's Department Head; Purchasing & Contracting Administrator; and City Manager.

6.11. As-Built Plans:

The Contractor shall keep an accurate record of the changes, nature, location, and dimensions of all Work, especially such Work as may subsequently become concealed or inaccessible, and transmit this information, properly marked on a set of the contract plans, to the City Project Manager when the Work is complete. The City may opt to request these as-built plans in any medium it finds most suitable.

SECTION 7

CONTRACTOR'S ORGANIZATION

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SECTION	7.1	Character of Workmen and Equipment
	7.2	Qualifications for Employment
	7.3	Labor Regulations
	7.4	Safety Considerations
	7.5	Review of Records

7.1 Character of Workmen and Equipment:

A. The Contractor shall employ such superintendents, foremen, and workmen which are competent, and the City Project Manager may demand the dismissal of any person(s) employed by the Contractor, in, about, or upon the Work site who shall exhibit misconduct or be incompetent or negligent in the proper performance of their duties, or neglects or refuses to comply with the directions given by the Owner or his representatives. Such person(s) shall not be employed again without the written consent of the City Project Manager or the Purchasing & Contracting Administrator. Should the Contractor continue to employ or again employ such a person(s), the Purchasing & Contracting Administrator may suspend the Work until such orders are complied with totally. All workers must have sufficient skill and experience to properly perform the Work assigned them.

B. The Contractor shall furnish such equipment as is considered necessary for the execution of the Work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools, and machinery used for handling materials and executing any part of the Work shall be subject to the approval of the Project Manager and shall be maintained in a satisfactory Working condition. Equipment used on any portion of the Work shall be such that no injury to the Work, adjacent property, or personnel will result from its use. The Contract may be annulled if the Contractor fails to provide adequate and/or safe equipment for the project.

7.2 Qualifications for Employment:

With respect to all skilled, semi-skilled, and/or unskilled workers employed on the project under this Contract, preference in employment shall be given to perform the Work to local individuals and labor organizations capable of performing the necessary Work. No person shall be employed in violation of the State or Federal labor laws; no person under the age of 16 years shall be employed on the project under this Contract; the contractor shall provide that he shall not operate against the employment of physically handicapped persons, otherwise employable where such persons may be safely assigned to Work which they can ably perform. No person currently serving sentences in a penal or correctional institution and no inmate of an institution for the mentally defective shall be employed on a project under this Contract.

7.3 Labor Regulations:

The Contractor shall fully comply with all applicable Federal and State laws and regulations concerning labor, Work hours, labor conditions, and wage rates. Specific requirements of this Contract will be expressed and mutually agreed to in a separate section of these documents.

7.4 Safety Considerations:

Precaution shall be exercised at all times in the protection of all persons (including employees) and property. The safety provisions of applicable laws, shall be strictly followed. As required, the Contractor shall comply with all applicable local, State and Federal rules and regulations pertaining to the health and welfare of its employees and the contracted Work.

Failure to maintain safety standards in the Work pursuant to all applicable rules and regulations may be grounds for suspension of the Work.

7.5 Review of Records:

The Contractor shall allow and permit the Project Manager or his duly authorized representative to inspect and review all payrolls, records of personnel, conditions of employment, invoice of materials, books of accounts and any other relevant data and records pertinent to the Contract and any subcontracts.

SECTION 8

CONTRACT EXECUTION AND PROGRESS

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8.1. Execution of Contract:

A) The Contractor shall begin Work promptly within the time specified in the approved schedule and time bid and shall so execute the Work such that progress will be made approximately proportional to time elapsed after the Notice to Proceed. The Contractor shall provide an adequate force of labor and equipment to execute the Work at as many different points as may be deemed necessary to ensure the completion of the Work within the time limit for completion, and as set forth in the proposal. (The contractor shall notify the City Project Manager at least 48 hours before beginning work, and shall start the Work at the approved location.)

B) Schedules - Immediately after execution and delivery of the Contract, the Contractor shall deliver to the City Project Manager a construction progress schedule showing the proposed dates of commencement and completion of each of the various phases of the required work.

8.2. Nights, Sunday or Holiday Work:

Except upon specific written permission from the City Project Manager, the Contractor shall not perform any Work on Sundays or on legal state, federal or municipal holidays. No night Work will be permitted except in case of emergency or as authorized by the Purchasing & Contracting Administrator.

8.3. Contractor Operations:

A) The Contractor shall at all times conduct the Work in such a manner and in such sequence as will ensure the least amount of local interference. He shall not open up or begin Work to the prejudice of Work already started.

B) The contractor shall arrange his Work and dispose of his materials so as not to interfere with the operations of other contractors engaged in adjacent Work and to join his Work to that of others in a proper manner and in accordance with the intent of the Plans and Specifications, and to perform his Work in the proper sequence in relation to that of other contractors.

C) The Contractor shall be held responsible for any damage done by him or his agents to the Work performed by another contractor.

D) The Contractor shall conduct his operations and maintain the Work in such condition that adequate drainage shall be in effect at all times.

E) Control of erosion, sedimentation, water pollution and flooding shall be mandatory, in accordance with all applicable Federal, State and local laws and regulations and the cost for doing such Work shall be included in the Contractor’s Bid Price.

8.4. Traffic Control:

On the type or class of projects involving construction Work or on public thoroughfares, the following provisions shall apply.

A) The Contractor at all times shall conduct the Work in such a manner as to ensure the least obstruction to traffic as practical. Convenience of the general public and of the residents and businesses along and adjacent to the Work shall be provided for in a manner satisfactory to the Owner.

B) Sidewalks, gutters, drains, fire hydrants, and private drives shall, insofar as practical, be kept in condition for their intended uses. While the Work is going on at the location, as much as half the street width at such location may be barricaded to exclude traffic entirely, but street traffic shall not be obstructed without providing alternate access. Fire hydrants on or adjacent to the Work shall be kept accessible to fire apparatus at all times and no material or obstructions shall be placed within ten (10) feet of any such hydrant.

C) Construction materials stored upon a public street right-of-way shall be placed so as to cause as little obstruction to the general public as is reasonably possible. All material excavated from any Work under the Contract in excess of that required for the necessary construction of such Work shall be hauled away and disposed of as directed by the PM.

D) Streets and/or rights-of-way shall not be closed, except when and where directed by the Project Manager or as properly permitted by the agency holding jurisdiction. Whenever the street is not closed, the Work must be conducted with the provision for a safe passageway(s) for pedestrian and vehicular traffic at all times. The Contractor shall make all necessary arrangements with the proper City officials concerning maintenance of traffic and selection of detours required.

8.5. Barricades, Warning Lights and Other Protective Devices:

When permission has been granted to close an existing roadway or right-of-way, the Contractor shall furnish and erect signs, barricades, lights, flags, and other protective devices, which shall conform to the requirements, and be subject to the approval of the Project Manager. From sunset to sunrise, the Contractor shall furnish and maintain red lights at such locations as the PM may direct, across and/or along the roadways being closed to traffic.

The Contractor shall furnish watchmen in sufficient numbers to protect and divert the vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new work. Failure to comply with this requirement will result in the City stopping the Work until the Contractor provides the necessary protection.

No separate payment will be made for such signs, barricades, lights, flags, watchmen and other protective devices as required. All costs are to be included in the prices bid for the various items scheduled in the proposal pages.

8.6. Use of Explosives:

When the use of explosives is necessary for the execution of the Work the Contractor shall observe the utmost care in its use so as not to endanger life or property; and whenever directed, the number and size of charges shall be limited. All explosives shall be stored in a secure manner and all such storage places shall be marked clearly "DANGEROUS EXPLOSIVES" and shall be in the care of a competent watchman at all times. The Contractor must familiarize himself with all laws and ordinances pertaining thereto and govern himself and his employees accordingly.

8.7. Temporary Suspension of Work:

The Owner shall have the authority to suspend the Work wholly, or in part, for such period(s) as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory execution of the work, or such time as is necessary, due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the Contract.

If it should become necessary to stop Work for an indefinite period, the Contractor shall store all materials in such a manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the Work performed; provide suitable drainage by opening ditches, shoulder drains, etc.; and erect temporary structures where necessary.

The Contractor shall not suspend the Work without written authority from the Owner and shall proceed with the Work promptly when he has received written notice from the Owner to resume operations.

No allowance of any kind will be made for such suspension of Work -except in equivalent extension of time for completion of the Contract.

8.8. Computation of Contract Time for the Completion of Work:

The Contractor shall perform fully, entirely, and in accordance with these Specifications, the Work contracted for within the specified time stated in the Proposal.

In adjusting the Contract Time for the completion of the work, the length of time expressed in calendar days during which the execution of Work has been delayed due to any suspension of Work ordered by the Project Manager or representative, or omission of the Owner and not by any fault of the Contractor, shall be added to the Contract time as set forth in the Proposal -- all of which shall be binding and conclusive upon both parties to the Contract.

No allowances shall be made for delay or suspension of the Work due to the fault or negligence of the Contractor. If the satisfactory execution and completion of the Contract shall require Work or material in greater value than set forth in the Contract, then the Contract time shall be increased in the same ratio as the additional value bears to the original value contracted for (see Section 3 paragraph 3.2, Changes in Work).

8.9. Failure to Complete the Work on Time (Liquidated Damages Calculation):

The City and Contractor recognize that time is of the essence in this Contract, and as delay in prosecution of the Work may result in public inconvenience, traffic obstruction, or business interference, it is understood that the Contractor must vigorously press towards completion of the Work within the time frame established by this Contract. Moreover, the cost to the City for the administration, engineering, inspection, and supervision will be increased as the construction period is lengthened.

Should the Contractor or, in case of default, the surety, fail to complete the Work within the contractually stipulated time, or within such extra time as may be allowed as herein above provided, it is agreed that for each calendar day that any portion of the Work shall remain incomplete, after the time specified in the Contract, with any extension of time which may be allowed by the City for the completion of the Work provided for in the Contract Documents, the sum per day to be deducted from monies due the Contractor, not as a penalty, but as liquidated damages for added expense, shall be calculated by one of the following methods:

A) The daily liquidated damages for public projects that will not produce direct revenue shall be calculated by multiplying one mill (.001) times the total cost of the contract. The resulting amount shall be rounded off to the nearest dollar and this amount will be deducted daily from the amount due the Contractor.

Example: Contract Amount x 1 Mill = Daily Liquidated Damages

$2,000,000.00 x .001 = $2,000.00 per day

The Contractor shall take into account all contingent Work which has to be done by other parties, arising from any cause whatsoever, and shall not plead his want of knowledge of said contingent Work as an excuse for delay in his work, or for the non-performance.

Permitting the Contractor to continue and finish the Work or any part of it after the expiration of the number of calendar days allowed for completion or after any extension of time, shall in no way operate as a waiver on the part of the Owner of its rights under this Contract. In case of default of the Contract and the completion of the Work by the Owner as hereinafter provided, the Contractor and his Surety shall be liable for the liquidated damages under the Contract; but no liquidated damages shall be assessed for any delay in the final completion of the Work by the Owner due to any unreasonable action, negligence, omission, or delay of the Owner.

If any suit for the collection of, or involving the assessment of liquidated damages, the reasonableness of the amounts stipulated in the foregoing calculations shall be presumed. The liquidated damages referred to herein are intended to be and are accumulative and shall be in addition to every other remedy now or hereafter enforceable by law, in equity, by statute, or under the Contract.

8.10. Delays/Damages and Additional Time

If the Contractor refuses or fails to proceed with the work, or any part thereof, with such diligence as will ensure its completion within the time specified in the Contract, or any extension thereof, or fails to complete the Work within said time, the Owner may -- by written notice to the Contractor -- terminate his right to proceed with the Work or such part of the Work to which there has been a delay. In such event, the Owner may take over the Work and proceed with same to completion; the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned to the Owner. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize such materials, appliances, and plants on site necessary to complete the work.

If the Owner does not terminate the right of the Contractor to proceed and a delay is encountered, although the Contractor continues the work, liquidated damages shall be paid to the Owner when the actual damage for the delay cannot be determined. These liquidated damages are fixed and agreed damages paid by the Contractor to the Owner for each calendar day of delay until the Work is completed or accepted. The specific amounts for the liquidated damages will be calculated as set forth in Section 8.9 of these specifications and the Contractor and his sureties shall be liable for the amount indicated. However, the right of the Contractor to proceed shall not be terminated nor the Contractor charged with liquidated damages because of any unforeseeable delays in the completion of the Work beyond the control and without the fault of the Contractor -- including, but not restricted to, act(s) of God, fires, floods, epidemics, quarantine restrictions, strikes ' freight embargoes, unusually severe weather, or delays of a subcontractor hired by the City and subject to such causes, if the contractor shall within ten (10) days from the beginning of any such delay notify the City Project Manager in **writing** of the cause and reason for the delay. The Owner shall have the right to grant an extension of the above time requirement prior to the date of final settlement. The City Project Manager shall ascertain the facts and the extent of the delay; if it appears to the City Project Manager that the Contractor is delayed by conditions beyond his control, additional time for completion of the contract will be allowed on the recommendation of the City Project Manager in conjunction with the Purchasing & Contracting Administrator, but no payment will be made because of said delays unless warranted by City actions.

8.11. Final Cleanup:

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or the Work.

Upon final completion of the Work and before acceptance and final payment shall be made, the Contractor shall clean and remove from the site, the right-of-way, and adjacent property, all surplus and discarded materials, rubbish, and temporary structures. The Contractor shall restore in an acceptable manner all property -- both public and private – which, has been damaged during the execution of the work. The Contractor shall leave the site and vicinity unobstructed in a neat and presentable condition throughout the entire area. The placing of materials of every character, rubbish, or equipment on the abutting property -- with or without the consent of the property owner(s) -- shall not constitute satisfactory disposal. If the Work is of such a character as may be done by block or sections, the Contractor may be required to promptly remove and dispose of accumulated rubbish, debris, or surplus materials from blocks or sections as completed or partially completed.

No separate payment will be made for final cleaning up and restoration of property, but all costs thereof shall be included in the prices bid for the various scheduled items of work.

8.12. Guarantee:

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire use of the occupancy of the premises by the Owner shall constitute an acceptance of the Work not done in accordance with the Contract documents or relieve the Contractor of the liability in respect to an expressed warrantee or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the Work and pay for any damage to other Work resulting therefrom which shall appear within a period of one (1) year from the date of the final

acceptance of the Work -- unless a longer period is specified or negotiated between the Owner and Contractor. The Owner will give notice of observed defects with reasonable promptness during said guarantee period. The City reserves the right to require additional bond or bond guarantees to assure the proper protection of the work. Extended guarantees or bonding shall be negotiated amongst the parties hereto in response to extraordinary circumstances. Final payment will not be made until the Work has been accepted by a representative of the City.

8.13. Maintenance Bond

The Contractor shall post with the City a one-year maintenance bond in form satisfactory to the Purchasing & Contracting Administrator in an amount not-to-exceed 15% of the total project cost.

8.14. Termination of Contractor's Responsibility:

This Contract will be considered complete when all Work has been completed and a final inspection is made, the Work accepted by the Owner, and the final estimate paid. The Contractor will then be released from further obligations, except as set forth in these General Conditions and as provided by law.

SECTION 9

LEGAL RELATIONS AND RESPONSIBILITY

INDEX

SECTION	9.1	No Waiver of Legal Rights
	9.2	Furnishing Right-of-Way
	9.3	Laws to be Observed
	9.4	Contractor's Responsibility for Work
	9.5	Protection and Restoration of Property

9.1. No Waiver of Legal Rights:

After final payment has been made, the Owner reserves the right to claim and recover from the Contractor, his Surety, or both, by process of law, such sums that may be sufficient to correct any error or make good any defects in the Work and materials -- should an error be discovered in any partial or final estimates, or should proof be discovered of defective Work or materials used by or on the part of the Contractor.

9.2. Furnishing Right-of-Way:

Where the Work called for extends upon or through private property, the Owner will procure all the necessary rights and deeds for access to the property. The Contractor shall not proceed with this part of the Work until the Owner has completed his negotiations with the property holders or has acquired all said necessary rights by eminent domain or otherwise.

9.3. Laws to be Observed:

The Contractor shall familiarize itself with, comply with, and govern itself in accordance with all Federal, State, County, and City laws, by-laws, ordinances, or regulations controlling the action or operation of those engaged or employed in the Work or affecting materials used. The Contractor shall indemnify and save harmless the Owner and all of its officers, agents, and employees against any claims or liability arising from or based on the violations of any such laws, by-laws, ordinances, regulations, orders, or decrees -- whether by himself or his employees.

9.4. Contractor's Responsibility for Work:

Until acceptance of the Work by the Owner, it shall be under the charge and in care of the Contractor and he shall take every necessary precaution against injury or damage to the Work by action of the elements or from the execution/non-execution of the work. The Contractor shall rebuild, restore, and make good -- at the Contractor's own expense -- all injuries or damages to any portion of the Work occasioned by any of the above causes before its completion and acceptance.

9.5. Protection and Restoration of Property:

Buildings, sidewalks, benches, shade trees, lawns, shrubbery, and all other improvements potentially obstructing the Work shall be duly protected by the Contractor. Property obstructions, such as sewers, drains, water or gas pipes, conduits, railroads, poles, and walls, posts, galleries, bridges, manholes, mailboxes, street monuments, etc., shall be carefully protected from damage and shall not be displaced if avoidable. The Contractor shall give due notice to any department or public service corporation controlling such things as manholes, mailboxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the City if any such existing improvements or utilities are disturbed, damaged, or covered up during the cause of the work.

If it should become necessary to move any obstructions, the removal thereof shall be at the expense and risk of the Contractor, who is to obtain the consent of the Owner(s) or others in charge. Before commencing, the Contractor shall confer with same as to the best manner of protecting the interest involved. The City may elect to retain ownership of any sewer pipe, brick, stone, or other

valuable material(s) encountered and the Contractor, when so requested, shall carefully remove same and place in a convenient location for removal by the City.

The right is reserved by the City or the Owner(s) of the adjacent property to lay or to repair in the street -- under the direction of the City Project Manager representative -- any drain, conduit, main or service pipe(s), or their accessories, at any time before the completion of the project. The Contractor shall exercise such supervision thereof as will protect him against defects in the finished work. Any delay as a result thereof shall be treated as delayed by action of the City any additional expense to the Contractor resulting therefrom shall be paid as provided herein under "Extra Work and Payment." In case of the Contractor's failure to restore any property damaged by his operations or to make good such damage or injury, the City Project Manager may -- upon forty-eight (48) hours written notice -- proceed to rebuild, repair, or otherwise restore such property as may be deemed necessary; the cost thereof will be deducted from any monies due, or which will become due the Contractor under this Contract.

The locations or grades of underground structures, utilities, foundations, etc., as shown on the plans, are taken from the best available records. The City shall not be held accountable for inaccuracies or omissions in the locations or grades of existing underground structures, utilities, foundations, etc. No claim is to be made by the Contractor for damages on account of the proximity to, leaking from, or delay caused by underground structures, utilities, foundations, etc.

If any underground structure, utility (public or private), foundation, etc., is found to interfere with the location of the proposed Work, either the position of the underground structure, utility, or foundation or that of the proposed Work, will be adjusted to provide the necessary clearance. Such necessary adjustment will be made either by the City or the utility involved. Interference shall mean that the underground structure, utility, foundation, etc., is found to be in the position as shown on the plans to be occupied by the proposed Work. If underground structures, utilities, foundations, etc., encountered during construction do not interfere with the planned position of the proposed Work, no change or adjustment will be made by the City; neither will the City require a utility to change the alignment or grade.

SECTION 10

MEASUREMENT AND PAYMENT

INDEX

SECTION	10.1	Scope of Payment
	10.2	Basis of Payment
	10.3	Measurements for Payment
	10.4	Extra Work and Payment
	10.5	Cancelled Items and Payment
	10.6	Partial and Final Payments

10.1. Scope of Payment:

The Contractor shall receive and accept the compensation as herein provided in full payment for furnishing all materials, labor, tools, equipment, and transportation, and for performing all Work required to complete the Work under the Contract; and also in full payment for all loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the execution of the Work until its final acceptance by the City.

For each of the items included and for which a unit price is stated in the Proposal, the aggregate amount to be paid by the City at such unit prices shall be the measured amount of such items incorporated by the Contractor in the completed Work and acceptable to the Project Manager and the Purchasing & Contracting Administrator.

The unit prices stated in the Proposal include all costs and expenses for materials, labor, tools, equipment, transportation, commissions, patent fees and royalties; removing crossings or other obstructions; protecting or maintaining pipes, drains, railroad tracks, buildings, bridges, or other structures furnishing temporary crossings or bridges; furnishing all supplemental construction stakes, batter boards, templates, common and ordinary labor for handling materials; and all costs or expenses for performing and completing the Work as specified.

It is mutually agreed that due to latent field conditions that cannot be foreseen at the time of advertising for bids, adjustments of the plans to such field conditions may be necessary during construction. Therefore, approved changes in the plans shall be recognized as constituting a normal and accepted margin of adjustment not unusual and not involving or permitting any change or modification of unit prices, in which case payment will be made for the revised quantities at the unit price bid in the Proposal.

10.2. Basis of Payment:

The basis of payment for an item at the unit price shown in the Proposal shall be in accordance with the description of that item given in the Proposal and Specifications pertaining to that item.

10.3. Measurements for Payment:

Measurements for payment for each item shown in the Proposal shall be in accordance with the description of that item given in the Proposal and Specifications pertaining to that item.

10.4. Extra Work and Payment:

The Contractor shall perform unforeseen Work, for which there is no price included in the proposal, whenever it is deemed necessary or desirable by the Purchasing & Contracting Administrator or his representative to satisfactorily complete the unforeseen Work. Such extra Work shall be performed promptly in accordance with the Specifications and as directed by the Purchasing & Contracting Administrator, **provided, however that before any extra Work is begun, a written order from the Purchasing & Contracting Administrator to do the Work**

shall be received by the Contractor. All extra Work ordered and performed in accordance with the foregoing will be paid for at the price (mutually agreed upon by the Contractor and the Purchasing & Contracting Administrator to be equitable compensation for the Work contemplated) stipulated in the Purchasing & Contracting Administrator's written order for such Work.

However, in the event the Contractor and the Purchasing & Contracting Administrator fail to agree upon an equitable price for any extra Work ordered, it shall be performed by using such tools, labor, equipment, and materials as may be specified by the Purchasing & Contracting Administrator and will be paid for in the following manner:

a) For all labor, including a foreman in direct charge of the specified operations, the Contractor shall receive a sum equal to the current local rate of wages for every hour that the laborer is actually engaged in such Work, to which shall be added an amount for overhead and profit of such sum and a total thereof shall be full compensation to the Contractor for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra Work. In addition, the Contractor shall be paid the actual cost of Social Security Taxes, Surety Bond, Unemployment Insurance, Workers Compensation Insurance, and Contractor's Public Liability and Property Insurance involved in such extra Work -- based on actual wages paid to such laborer.

b) For all materials used, the Contractor shall receive the actual cost of such materials -- including freight charges -- as shown by original receipted bills, to which cost shall be added an amount equal to ten percent.

c) When any special machinery or special equipment -- including fuel and lubricants -- are required for the economic performance of extra Work, the Contractor will receive compensation based on the Rental Blue Book (Rental Blue Book for Construction Equipment or Rental Blue Book for Older Construction Equipment, whichever is applicable) prevailing applicable rate (monthly or weekly or daily), plus the applicable operating rate for each hour that the equipment is in operation.

The compensation herein provided shall be received and accepted by the Contractor as payment in full for all extra Work done.

The Contractor's representative and the Project Manager shall compare records of extra Work done at the end of each day. Such records shall be made in duplicate upon a form provided for such purpose by the Purchasing & Contracting Administrator and shall be signed by both the Project Manager and the Contractor's representative; one copy will be submitted to the Purchasing & Contracting Administrator and the other shall be retained by the Contractor.

10.5. Cancelled Items and Payments:

The City shall have the right to cancel those portions of the Contract relating to the construction of any item provided therein for any reason. Such cancellation shall entitle the Contractor to payment in a fair and equitable manner covering all items of cost incurred by the Contractor prior to the date of cancellation or suspension of the Work by order of the Purchasing & Contracting Administrator. The Contractor shall be allowed a profit percentage on the materials used on construction Work actually performed at the same rates as provided for herein under "Extra

Work & Payment". No allowance will be made for anticipated profits on any part of the cancelled Work. Acceptable materials ordered by the Contractor or delivered to the Work site prior to the date of such cancellation or suspension shall be purchased from the Contractor by the City at actual cost and shall thereupon become the property of the City.

10.6. Partial and Final Payments:

a) Not later than twenty-five (25) days after receipt of the proper pay estimate, the Owner will make a partial payment to the Contractor on the basis of duly certified and approved estimates of the Work performed during the preceding calendar month under this Contract. To ensure the performance of this Contract, the Owner will retain ten percent (10%) of each estimate until final completion and acceptance of all Work covered by this Contract.

b) The Contractor shall submit to the Purchasing & Contracting Administrator his estimate of Work completed and invoice no later than 4:30 p.m. on the first Working Day of the month. Estimates and invoices submitted after this time will be delayed in processing.

c) In preparing estimates, the material delivered on the site and preparatory Work done shall be taken into consideration -- provided that such materials have been delivered and inspected and that payment therefore has been satisfactorily certified by the Contractor to the Purchasing & Contracting Administrator.

d) All material and Work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and Work upon which payments have been made or the restoration of any damaged Work or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.

e) As soon as the Purchasing & Contracting Administrator is notified of the completion of the Work and can assure himself by tests, inspection, or otherwise that all of the provisions of the Contract have been carried out satisfactorily, he/she will make a final estimate of the value of all Work done and will deduct therefrom all previous payments which have been made. All prior estimates and payments shall be subject to correction in the final estimate and payment. Within sixty (60) calendar days after the approval of such final estimate by the Purchasing & Contracting Administrator, the amount of the final estimate -- less any charges or damages herein provided for -- will be paid, provided that the Contractor has furnished the Owner a sworn affidavit to the effect that all bills are paid, and no suits are pending in connection with the Work done under this Contract. Upon such final payment, the City shall be released by the Contractor from all liability whatsoever arising out of the Contract -- except for the balance, if any, of such amount as may have been retained to cover charges, claims, or damages as specified. If the City is satisfied that no charges, claims, or damages exist or will arise, no such amount will be retained.

f) Retainage reductions determinations for any portion of the Contract Amount shall be made in the best interest of the City but at no time prior to the issuance of the Certificate of Substantial Completion.

SECTION 11

LABOR REQUIREMENTS

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SECTION	11.1	Compliance with Local, State, and Federal Labor Standard Requirements
	11.2	Equal Opportunity Employment
	11.3	E-Verify

11.1. Compliance with Local, State and Federal Labor Standard Requirements:

The Contractor shall comply with all applicable local, state, and federal labor laws and regulations to the extent applicable to this project.

11.2. Equal Opportunity Employment:

The Contractor shall not discriminate on the basis of race, color, national origin, gender, age, familial status, handicapped status, veteran status, and/or religion in performing the work governed by this contract. The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to comply with EOE regulations. Any subcontract the Contractor may enter into shall include this clause with the same degree of application being encouraged.

11.3. E-Verify

Obligation for State Funded Contracts:

Executive Order 11-116, which supersedes Executive Order 11-02, directs all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

In accordance with Executive Order 11-116, City of Titusville requires all vendors doing business with the City who are awarded state-funded contracts to verify employee eligibility using the E-verify system. It is the responsibility of the awarded vendor to ensure compliance with E-verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (http:// www.uscis.govle-verify) and follow the instructions. The employer must, as usual, retain the 1-9 Forms for inspection.

The forms listed below will be supplied by the successful contractor for approval by the City as to form and use.

SECTION 12

CONTRACTOR FORMS

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SECTION	12.1	Change Order
	12.2	Certificate of Substantial Completion
	12.3	Pay Estimate
	12.4	Subcontractors Supplier's Certificate
	12.5	Shop Drawing Submittal
	12.6	Field Order
	12.7	Contractors Request for Information
	12.8	Request Proposal for Proposed Change
	12.9	Certificate of Completion

SECTION 13

SUPPLEMENTAL

INDEX

SECTION	13.1	Grant Requirements **SEE CDBG-HUD Requirements in Exhibit B**
	13.2	Auditing
	13.3	Giving Notice
	13.4	Computation of Time
	13.5	General

13.1. Grant Requirements

The parties hereto acknowledge and accept that funding for this project may result from grants, appropriations, loans, etc., secured by the Owner. As such, any stipulations set forth in the grant agreements between the City and the grantor(s) shall be imposed on the Contractor in fulfillment of applicable requirements. The Contractor shall be made fully aware of these requirements prior to beginning the Work and shall be held fully liable once so notified. The City shall evaluate all requirements set forth by the grantors and estimate the impact to the Contractor. Compensable items shall be negotiated and subject to the determination of the Purchasing & Contracting Administrator**. SEE CDBG-HUD Requirements in Exhibit B**

13.2. Auditing

The City reserves the right to audit all fiscal records, payroll records or other pertinent records associated with the performance of this contract.

13.3. Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. Notices to the City shall be posted as follows:

Purchasing & Contracting Administrator
City of Titusville
555 S. Washington Avenue
Titusville, FL 32796

13.4. Computation of Time

a) When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted form the computation.

b) A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

13.5. General

a) Should Owner or Contractor suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or other for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of

this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

b) The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by applicable clauses and all of the rights and remedies available to Owner and Engineer thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the contract documents, and the provisions of this paragraph will be as effective as if repeated specifically in the contract documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

CONTRACT & BID FORMS

INDEX

1) Bidder's Checklist and Addendum Acknowledgement
2) Schedule of bid form Price Proposal
3) Bid Bond
4) Affidavit
5) References/Bidder Qualification Questionnaire
6) Drug-Free Workplace Certification
7) Public Entity Crimes
8) Scrutinized Companies Affidavit
9) E-Verify Affidavit
10) Non-Collusion Affidavit
11) Human Trafficking Affidavit
12) Certificate - Contract Execution Authorization
13) Certification Regarding Lobbying
14) Florida Trench Safety Act Statement
15) Subcontractors Proposal Form
16) Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion
17) Equal Employment Opportunity Certification
18) Foreign Influence Disclosure Form
19) Certification of Nonsegregated Facilities
20) Certification of Compliance with CDBG - HUD
21) Section 3 Business Concerns Preference (only if claiming qualification)
22) Performance & Payment Bond
23) Contractor's Final Affidavit and Release Of Lien

PLEASE COMPLETE AND SUBMIT WITH BID

Bidder Checklist

One (1) original hardcopy completed on the Bid Packet as furnished with one (1) electronic copy using a CD or USB drive. Following items are to be included with submittal for Bid to be considered responsive.

		Initial
☐	Bidder's Checklist and Addendum Acknowledgement	
☐	Price Proposal	
☐	Bid Bond	
☐	Affidavit	
☐	Non-Collusion Affidavit	
☐	Florida Trench Safety Act Statement	
☐	Subcontractors Proposal Form	
☐	References/Bidder Qualification Questionnaire	
☐	Drug-Free Workplace Certification	
☐	Public Entity Crimes	
☐	Scrutinized Companies Affidavit	
☐	E-Verify Affidavit	
☐	Human Trafficking Affidavit	
☐	Certificate - Contract Execution Authorization	
☐	Certification Regarding Lobbying	
☐	Form of Non-Collusion Affidavit	
☐	Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion	
☐	Foreign Influence Disclosure Form	
☐	Equal Employment Opportunity Certification	
☐	Certification of Nonsegregated Facilities	
☐	Certification of Compliance with CDBG - HUD	
☐	Section 3 Business Concerns Preference (only if claiming qualification)	

Addendum Acknowledgment - Bidder acknowledges that the following addenda have been received and are included in this Bid:

☐ Addendum 1_____ Dated _____

☐ Addendum 2_____ Dated _____

☐ Addendum 3_____ Dated _____

☐ Addendum 4_____ Dated _____

☐ Addendum 5_____ Dated _____

Proof that your firm is licensed to perform this work, proof of insurance, and all completed Required Forms within this packet must be included with this bid for your bid to be considered.

PLEASE COMPLETE AND SUBMIT WITH BID

BID PRICE PROPOSAL
(Bid Form)

Project Identification: FIRST AVENUE SIDEWALK & ROADWAY IMPROVEMENTS PROJECT – FY26 CDBG

Project Bid No.:CN-26-B-028MG

TO: CITY OF TITUSVILLE:

In accordance with your advertisement inviting bids to be received at City Hall Purchasing & Contracting Division, 555 South Washington Avenue, Titusville, Florida, 32796 this Bid Proposal is submitted for the above captioned project.

COMPANY NAME AND ADDRESS:	PHONE #_____ FAX #_____ E-MAIL: _____ FEIN #_____ DUNS# _____ SAMS #_____ CONTRACTOR'S FLORIDA LICENSE NUMBER (S):_____
AUTHORIZED SIGNATURE: _____ PRINTED SIGNATURE: _____ TITLE: _____	
DATE SIGNED:	

BIDDER DECLARATION/ACKNOWLEDGEMENT

THIS BID IS SUBMITTED TO THE CITY OF TITUSVILLE (AKA – OWNER):

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the City, in the form provided herein, to perform and furnish all Work specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid Form and the Agreement, and in accordance with the other terms and condition of the Contract Documents and Instructions to Bidders made a binding part of this bid.

2. Bidder accepts all of the terms of the Bidding Documents including without limitation those addressing the disposition of the Bid Bond.

3. This bid will remain open for a period of ninety (90) consecutive calendar days after the date of the bid opening.

4. In submitting this Bid, the Bidder further represents and warrants as follows:
   a. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site conditions, locality, all applicable laws, regulations, jurisdictions, etc., which may affect cost, progress of the Work, performance or furnishing of necessary materials for the Work.
   b. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface of subsurface structures at or contiguous to the site (except Underground facilities) which have been identified in the supplementary conditions as provided for herein. BIDDER accepts determinations set forth hereby to the extent that "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as limited by the provisions associated with the data. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER'S purposes. BIDDER acknowledges that OWNER does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
   c. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and program incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
   d. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
   e. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and date with the Contract Documents.
   f. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by CITY is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
   g. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a farce or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

h. BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete all work of the PROJECT within the Contract Time specified in the Construction Contract. BIDDER further accepts the provisions of the Construction Contract as to liquidated damages and agrees to pay as liquidated damages the amount stated in the Construction Contract and General Conditions, for each consecutive calendar day completion of the Work is delayed.

Completion Schedule

1) The Project shall be complete in 30 **consecutive calendar days** from the official Notice to Proceed.

5. All bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.

6. In accordance with Instructions to Bidders, if the Contract is to be awarded, it will be awarded on the basis of the lowest "Total Base Bid" after adjustments for additive or deductive alternates. Additive or deductive alternates (if any) will be considered in determining the lowest responsive, responsible Bidder. The OWNER reserves the right to accept any or all additive or deductive alternates, in his sole discretion, prior to the award of the Contract. The OWNER also reserves the right to delete any portion of the Work as shown in the bid schedule prior to award and adjust each bidder's "Total Bid" accordingly.

7. The documents are attached to and made a condition of this Bid. PLEASE NOTE YOUR ACKNOWLEDGEMENT BY INITIALING IN SPACE PROVIDED ON THE BIDDER'S CHECKLIST.

Having carefully examined the Bid Documents, comprised of the plans, specifications, and all other documents bound herewith and or referenced hereby, any addenda or bulletin as prepared or sanctioned by the City and being familiar with the various conditions affecting the work, the Bidder proposes and agrees, if this Proposal is accepted, to execute all appropriate Contract Documents for the purpose of establishing a formal contractual relationship between him and the City, for the furnishing of all materials and the performance of all Work to which this bid proposal pertains and for which the following total bid is submitted:

SCHEDULE OF BID FORM FOR
FIRST AVENUE SIDEWALK & ROADWAY IMPROVEMENTS PROJECT – FY26 CDBG
Bid # CN-26-B-028MG

ITEM	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	ACTUAL COST
1	MOBILIZATION-GENERAL CONDITIONS & DEMOBILIZATION	1	LS	$	$
2	MAINTENANCE OF TRAFFIC	1	LS	$	$
3	EROSION CONTROL	1	LS	$	$
4	CLEARING, GRUBBING AND DEMOLITION OF EXISTING CONCRETE, ASPHALT AND BASE	1	LS	$	$
5	CURB INSTALLATION	3,250	LF	$	$
6	6” SIDEWALK AND DRIVEWAYS INCLUDING EXCAVATION AND DETECTABLE WARNING SURFACES	1,675	SY	$	$
7	PERFORMANCE TURF	1,085	SY	$	$
8	MILLING	3,450	SY	$	$
9	SP-9.5 ASPHALT	285	TNS	$	$
10	INLET CONVERSION	5	EA	$	$
				BASE TOTAL	$

BIDDER WARRANTS TO COMPLETE ALL CONTRACT WORK WITHIN _____CONSECUTIVE CALENDAR DAYS.
****Not to exceed 30 days as Grant Funding Deadline for completion is June 15, 2026 ****

Bidder’s Proposed Project Schedule:

Week 1:

Week 2:

Week 3:

Week 4:

LEGEND LS = LUMP SUM LF = LINEAR FEET SF = SQUARE FEET SY = SQUARE YARDS EA = EACH TNS=Tons

Bidder proposes to do the Work for the above Bid (please write in words the amount of the bid)

_____

_____

THE ABOVE BID QUANTITIES ARE THE CITY'S ESTIMATED REQUIREMENTS AND WILL BE USED SOLELY FOR BID EVALUATION AND CONTRACT AWARD PURPOSES. THESE QUANTITIES DO NOT CONSTITUTE A GUARANTEE OF WORK OR INTENT THEREOF. THE CITY DOES NOT REPRESENT THAT

THE ACTUAL QUANTITIES OF WORK PERFORMED WILL CORRESPOND WITH THE ABOVE BID QUANTITIES. FURTHERMORE, THE CONTRACTOR SHALL NOT PLEAD MISUNDERSTANDING OR DECEPTION BECAUSE OF QUANTITIES OR OF THE CHARACTER, LOCATION OR OTHER CONDITIONS PERTAINING TO THE WORK.

CONTRACTOR AGREES THAT PAYMENTS, FOR SATISFACTORY WORK PERFORMED, WILL BE BASED ON THE ACTUAL QUANTITIES OF WORK INSTALLED, AND THE ACTUAL QUANTITIES MAY BE GREATER THAN OR LESS THAN THE ABOVE BID QUANTITIES.

CONTRACTOR'S BID PRICES SHALL INCLUDE ALL SUPERVISION, LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, ADMINISTRATION, OVERHEAD AND PROFIT, AND ANY OTHER INCIDENTALS REQUIRED TO COMPLETE THE WORK TO THE CITY'S SATISFACTION AND READY FOR USE. NO SEPARATE PAYMENT WILL BE MADE FOR ANY OTHER ITEMS, REQUIRED TO BE PERFORMED BY THE CONTRACTOR TO COMPLETE THE WORK, WHICH ARE NOT CONTAINED IN THE ABOVE BID SCHEDULE. ACCORDINGLY, THE CONTRACTOR MUST INCLUDE ALL THE COSTS, FOR THE WORK AND THE SERVICES REQUIRED TO BE PERFORMED OR PROVIDED BY THE CONTRACTOR, IN THE CONTRACTOR'S BID PRICES FOR THE PAY ITEMS CONTAINED ABOVE.

THE FOLLOWING ITEMS AND THE COST OF SUCH WORK ARE SOME EXAMPLES OF WORK FOR WHICH NO PAY ITEMS HAVE BEEN ESTABLISHED AND CONSEQUENTLY THE CONTRACTOR MUST INCLUDE SUCH COSTS IN THE ABOVE BID ITEMS:

1. Cleanup, removal and disposal of millings or other unsuitable materials,
2. All required testing and quality control of materials or products required to be installed.
3. Maintaining and supporting existing above ground and below ground utility structures, trees, etc.
4. All other General Conditions including insurance, bonding, providing proper safety and sanitary facilities for workers, etc.
5. Prevention, control and abatement of erosion and water pollution.
6. Water requirements for sod.
7. Any other required work or service not included in the Schedule of Bid Items.

The City reserves the right to award the contract to either the firm that submits the lowest "Bid Total Price" or the firm that submits the lowest bid price resulting from adding unit prices, provided that said bid is both responsive and responsible.

BID SECURITY

Accompanying this Proposal is a five percent (5%) **(circle one)** Certified Check, Bid Bond, Cashier's Check in the amount of Dollars ($_____) as bid security.

***Use City Bond Form**

PLEASE COMPLETE AND SUBMIT WITH BID

STATE OF FLORIDA)
COUNTY OF BREVARD) **BID BOND**
CITY OF TITUSVILLE)

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, and _____as Surety, are held and firmly bound unto the City of Titusville, in the penal sum of _____ _____(Dollars) ($_____), lawful money of the United States of America, for the payment of which sum well and truly be made, we bid ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid dated _____, for:

_____

_____

NOW THEREFORE,

(a) The principal shall not withdraw said bid within ninety (90) days after date of opening the same, and shall within twenty (20) days after the prescribed forms are presented to him for signature, enter into a written contract with the City, in accordance with the proposal as accepted, and five bonds with good and sufficient surety or sureties, as required, for the faithful performance and proper fulfillment of such contract: and,

(b) In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give bond within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, other wise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals, this _____ day of _____, _____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:

If Sole Ownership or Partnership, one (1) Witness is required. If Corporation, Secretary only will attest & affix seal.)

_____

_____

_____

Surety Secretary

PRINCIPAL:

_____

(Name of Firm)

Affix Seal

_____

(Signature of Authorized Officer)

_____

(Title)

_____

(Business Address)

_____

(City) (State) (zip)

SURETY:

_____

(Corporate Surety)

Affix Seal

_____

(Signature of Authorized Officer)

_____

(Title)

_____

(Business Address)

_____

(City) (State) (zip)

_____

(Name of Local Insurance Agency)

_____

(Address)

The rate of premium on this bond is _____ per thousand.

Total amount of premium charges _____ .

(The above must be filled in by Corporate Surety.)

PLEASE COMPLETE AND SUBMIT WITH BID

STATE OF FLORIDA)
COUNTY OF BREVARD) **AFFIDAVIT**
CITY OF TITUSVILLE)

Before me, the undersigned authority, personally appeared_____

who, first being duly sworn, upon his oath deposes and says:

That he/she is the (contractor) (sub-contractor) on the following described public works:

JOB DESCRIPTION: _____

CONTRACTOR (SUBCONTRACTOR): _____

ADDRESS:

_____

CONTRACTING AUTHORITY: _____
PREVAILING WAGE DETERMINATION NO.: (as applicable) _____

AND FURTHER AFFIANT SAYETH NOT.

_____

Sworn to and subscribed before me this _____ day of _____, 20_____.

_____
Notary Public, State of ___ at Large

_____
My Commission Expires

The contractor shall execute and mail this affidavit to the Florida Department of Commerce, Bureau of Workers' Compensation, Ashley Building, 1321 Executive Center Drive, East, Tallahassee, FL 32301, within ten (10) days of the commencement of work. Copies should be forwarded to the office of the Purchasing & Contracting Administrator.

PLEASE COMPLETE AND SUBMIT WITH BID

REFERENCE FORM BIDDER QUALIFICATION QUESTIONNAIRE

Submitted by _____
Name of Bidder

Contractor's License #_____

( ) An Individual ( ) A Partnership ( ) A Corporation

Federal Identification #_____

Principal Office Address:_____

City of Titusville □Yes or □No: Other (City/County/Etc.) _____

Please answer the following:

1. Number of years your firm/company has been in business under present name: ____ years.
2. Is your company incorporated in the State of Florida? _____ Yes _____ No
3. Headquarter address if different from business address_____
4. How many years' experience in water reclamation filter projects similar in scope and size has your organization had

   As a Contractor?_____Years As a Subcontractor?_____years
5. List below (minimum 3/maximum 5) the requested information concerning projects your organization demonstrating years of experience for completed fuel site new and/or replacement projects. (Use additional sheets if necessary). Include the type of work similar to the work included in this contract if possible.

(A) Business/Organization (Nam): _____

Address: _____

Contact Person (Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

_____

(B) Business/Organization (Name): _____

Address: _____

Contact Person (Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

_____

(C) Business/Organization (Name): _____

Address: _____

Contact Person (Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

_____

(D) Business/Organization (Name): _____

Address: _____

Contact Person (Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

_____

(E) Business/Organization (Name): _____

Address: _____

Contact Person (Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

_____

6. Have you ever failed to complete any work awarded to you? If so, where, and why?

_____

_____

7. Give below any information which would indicate the size and capacity of your organization, including number of employees, equipment owned by your organization, etc., which are available for utilization on this Contract._____

_____

I, the undersigned, do hereby declare that the foregoing statements are true and correct, all as of the date hereinafter set forth, and that those examining this document have my permission to contact any or all of those parties listed in this questionnaire. Incorrect or misleading statements in this questionnaire shall be grounds for a determination of non-responsibility with respect to such contractor.

_____

(SIGNATURE OF BIDDER)

_____

(TYPE OR PRINT COMPANY NAME)

_____

(TYPE OR PRINT ADDRESS)

PLEASE COMPLETE AND SUBMIT WITH BID

DRUG-FREE WORKPLACE CERTIFICATION

In case of tie bids, preference must be given to vendors submitting a certification with their bid/ Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your bid.

In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph. (4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Contractor complies fully with the above requirements.

_____

Vendor's Signature, Title, Date

Notary Public Information

STATE OF_____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____, _____ , by _____.
(year) (name of person acknowledging).

_____ _____

(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public -)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

PLEASE COMPLETE AND SUBMIT WITH BID

PUBLIC ENTITY CRIMES

Any person submitting a bid, Bid or reply in response to this invitation or a contract, must execute the enclosed form PUR. 7069, sworn statement under section 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid, or proposal. If you are submitting a quote, bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy(ies) of the form are executed by them and are included with your quote, bid, or proposal. Corrections to the form will not be allowed after the quote, bid, or Bid opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or Bid may result in immediate disqualification of your bid or proposal.

The 1989 Florida Legislature passed Senate Bill 458 creating Sections 287.132 - 133, Florida Statutes, effective July 1, 1989. Section 287.132(3)(d), Florida Statutes, requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Section 287.133, Florida Statutes, as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

A public entity may not accept any bid, Bid or reply from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes.

Therefore, effective October 1, 1990, prior to entering into a contract (formal contract or purchase order in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO) to provide goods or services to **THE CITY OF TITUSVILLE**, a person shall file a sworn statement with the contracting officer or Purchasing Director, as applicable. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

THE INCLUSION OF THE SWORN STATEMENT OR AFFIDAVIT SHALL BE SUBMITTED CONCURRENTLY WITH YOUR BID, BID OR REPLY DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE, BID OR BID.

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON **PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the _____. Bid/Bid for THE CITY OF TITUSVILLE.

2. This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification (FEIN) is _____:

3. My name is _____ (please print name of individual signing) and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, Bid, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

(1) A predecessor or successor of a person convicted of a public entity crime; or

(2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____
(Signature)

Date: _____

Notary Public Information

STATE OF_____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____, _____ , by _____.
(year) (name of person acknowledging).

_____ _____
(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public - State of Florida)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

PLEASE COMPLETE AND SUBMIT WITH BID

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Affiant, by virtue of the signature below, certifies that:

1. The Business address of _____ (name of bidder or contractor) is_____.
2. My relationship to _____ (name of bidder or contractor) is_____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. _____ (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. _____ (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. _____ (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

_____

Signature Printed Name Title Name of bidder or contractor

Notary Public Information

STATE OF_____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____, _____ , by _____.
(year) (name of person acknowledging).

_____ _____

(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public -)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

PLEASE COMPLETE AND SUBMIT WITH BID

City of Titusville
E-Verify Affidavit

Obligation for State Funded Contracts:

Executive Order 11-116, which supersedes Executive Order 11-02, directs all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

In accordance with Executive Order 11-116, City of Titusville requires all vendors doing business with the City who are awarded state-funded contracts to verify employee eligibility using the E-Verify system. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (http:// www.uscis.govle-verify) and follow the instructions. The employer must, as usual, retain the 1-9 Forms for inspection.

By affixing your signature below, you hereby affirm that you will comply with E-Verify requirements.

Federal Employer Identification Number (FEIN): _____

_____ _____ _____
Printed Name of Affiant | Printed Title of Affiant | Signature of Affiant

_____ _____
Name of Contractor | Date

_____ _____ _____
Address of Contractor | State | Zip Code

Notary Public Information

STATE OF_____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____, _____ , by _____.
(year) (name of person acknowledging).

_____ _____
(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public -)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

PLEASE COMPLETE AND SUBMIT WITH BID

FORM OF NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

STATE OF_____
COUNTY OF _____

I state that I _____ of_____,
(Name and Title) (Name of Firm)
am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.

2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.

3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher that the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.

4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Firm)
are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Notary Public Information

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____,_____ , by _____.
(day) (month) (year) (name of person acknowledging)

_____
Notary Public Signature

(Affix Notary Stamp or Seal)

_____
Print, Type or Stamp Name of Notary

My commission expires: _____

PLEASE COMPLETE AND SUBMIT WITH BID

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of _____ (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of_____, a non-governmental entity and I am authorized to provide this affidavit on behalf of Nongovernmental Entity)
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Company: _____
Authorized Signature: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

_____
Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary:_____ My commission expires:_____

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond, that _____ who signed the said bond on behalf of _____the principal, was then _____of said corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and on behalf of said corporation by authority of its governing body.

(Corporate_____(Seal)

Secretary

STATE OF _____

COUNTY OF _____

CITY OF _____

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared: _____ to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the _____, and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Titusville, Florida.

Subscribed and sworn to before me this _____ day of _____, _____,

INSTRUCTIONS: Bid Bonds must be accompanied by an affidavit and a Power of Attorney, in compliance with Instructions to Bidders.

_____

Notary Public

_____

My Commission Expires

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATE

I HEREBY CERTIFY that a meeting of the Board of directors of _____, corporation under the laws of the State of _____ held on the _____ day of _____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ (title) of the corporation, is hereby authorized to execute the contract _____ day of _____, _____, between the CITY OF TITUSVILLE, a municipal corporation, and this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed shall be the official act and deed of this corporation."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____ day of _____, _____.

_____
Secretary

Notary Public Information

STATE OF_____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____, _____ , by _____.
(year) (name of person acknowledging).

_____ _____
(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____ , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

PLEASE COMPLETE AND SUBMIT WITH BID

FLORIDA TRENCH SAFETY ACT
CERTIFICATION AND DISCLOSURE STATEMENT

The undersigned acknowledges the requirements of the Florida Trench Safety Act., F.S., (Section 553.60 et. seq. Florida statutes), and hereby commits the Bidder to the following in the performance of the work in the event that the subject contract is awarded to and executed by said Bidder.

1. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State Standard until such time as the State of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.

2. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.

3. The Contractor shall consider the geotechnical data available from the City, if any, the Contractor's own sources, and all other relevant information in providing the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibility for the selection of the data on which he relies in providing the safety system, as well as for the system itself.

4. The amounts that the Bidder has set forth for pipe installation includes the following excavation / trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit prices shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Contract time or price shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
a.					
b.					
c.					
d.					
e.					

For Information Only, Not for Payment Purposes $
Bidder may use additional sheets as necessary to extend this form.
Failure to complete the above may result in the bid being declared non-responsive.

5. The amount disclosed is the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as may otherwise be provided).

6. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representative has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

_____

Company

_____

Name and Title

Address:

_____

_____

_____

Telephone:(____)_____

END OF FLORIDA TRENCH SAFETY ACT STATEMENT

PLEASE COMPLETE AND SUBMIT WITH BID

PERFORMANCE OF WORK BY SUBCONTRACTORS

The BIDDER hereby states that he proposes, if awarded the Contract, to use the following subcontractors on this project: List below all proposed subcontractors and trade specialties and costs. (List only one subcontractor for each trade.) Write on back or provide additional pages if additional space is needed.

Subcontractor #1	
Contractor Name:	
Address:	
Contact Person (Name):	Telephone:
Email:	Trade Specialty:
UEI #	Cost of Subcontractor Work:
Subcontractor #2	
Contractor Name:	
Address:	
Contact Person (Name):	Telephone:
Email:	Trade Specialty:
UEI #	Cost of Subcontractor Work:
Subcontractor #3	
Contractor Name:	
Address:	
Contact Person (Name):	Telephone:
Email:	Trade Specialty:
UEI #	Cost of Subcontractor Work:
Subcontractor #4	
Contractor Name:	
Address:	
Contact Person (Name):	Telephone:
Email:	Trade Specialty:
UEI #	Cost of Subcontractor Work:
Subcontractor #5	
Contractor Name:	
Address:	
Contact Person (Name):	Telephone:
Email:	Trade Specialty:
UEI #	Cost of Subcontractor Work:

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Contractor Covered Transactions

(1) The prospective contractor _____of the City of Titusville, certifies, by
submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

_____ _____

CONTRACTOR: CITY OF TITUSVILLE:

_____

Signature

_____ _____

Name and Title Contract Number

_____

Street Address

_____

_____

City, State, Zip

Date_____

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATION OF BIDDER
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective Consultant, or any of their proposed subconsultants, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY BIDDER

_____

_____

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

1. Bidder has participated in a previous contract or subconsultant subject to the Equal Opportunity Clause.

   _____ Yes _____No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

   _____ Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions.

   _____ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? _____Yes _____No

_____

NAME AND TITLE OF SIGNER (Please type)

_____

SIGNATURE DATE

PLEASE COMPLETE AND SUBMIT WITH BID

DISCLOSURE FORM

FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF $100,000 OR MORE

Summary of Form: In order for the City to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the City, or receive a grant from the City, where said contract or grant has a value of $100,000 or more must disclose to the City (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as 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 Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one 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. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER $100,000. If yes, this disclosure form has been completed. Please sign and date at the bottom.

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER $100,000. If yes, proceed to the next question.

YES / NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

SECTION II. Please answer yes or no to the statement below:

YES / NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as 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 Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of $50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.

YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online:_____

Name of Bidder/Grantee:_____

Mailing Address of Bidder/Grantee:_____

Value of the Contract/Grant or Gift:_____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern:_____

Date of Termination of the contract or interest with the Foreign Country of Concern:

Date of Receipt of the Contract/Grant or Gift:_____

Name of the agent or controlled entity that is the source or interest holder:

_____

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Company Name: _____

Printed Name_____Signature: _____

Title:_____ Date: _____

STATE OF_____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____, _____ , by _____.
(year) (name of person acknowledging).

_____ _____
(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____ EIN of Prospective Contractor _____

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction Contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis or race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

_____ _____

Signature of Bidder Title

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATION OF COMPLIANCE WITH U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT – COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CDBG and HUD Supplemental Conditions for Construction Agreements
REQUIRED AGREEMENT CLAUSES

This certification involves an agreement/award which will be funded with funds received by the City of Titusville, Brevard County under CDBG Federal Grant Program.

I certify, as the undersigned prospective construction contractor or subcontractor, that I have read the clauses set forth in

Attachment A
Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards and 2 CFR Part 1, 84 Buy America Preferences for Infrastructure Projects

Attachment B
Davis Bacon Wage - General Decision Number: FL FL20250240 - Highway

Attachment C
HUD Federal Labor Stands and Supplementary Conditions and understand and agree to the incorporation of the requirements and clauses into the bid and as Special Provisions in the Agreement documents, in any resulting Award which may be executed between the City/Owner.

Attachment D
General Contract Conditions for Small Construction/Development Contracts: The Contract clauses included are applicable and must be inserted into small construction/development contracts, greater than $2,000 but not more than $250,000.

I agree that I will obtain identical certifications from prospective subcontractors prior to the award of any lower-tire subcontracts. I agree that I will retain such certifications in my files.

_____
Signature of Authorized Official

_____
Name and Title of Authorized Official – print/type

_____
Name of Prospective Contractor print/type

_____

_____
Address of Prospective Contractor – print/type

_____
Telephone Number of Prospective Contractor – print/type

_____
Date

PLEASE COMPLETE AND SUBMIT WITH BID (if claiming)

Section 3 Business Concern Certification for Contracting

Section 3 business concerns is a business/firm that is:

- Fifty-one percent (51%) or more owned by *Section 3* residents; or
- Employs *Section 3* residents for at least thirty percent (30%) of its full-time, permanent staff; or
- *Provides* evidence of a commitment to subcontract to *Section 3* business concerns, twenty-five percent (25%) or more of the dollar amount of the awarded contract.

Section 3 residents are public housing residents including persons with disabilities and persons who live in the area where a HUD-assisted project is located and who have a household income that falls within HUD's income limits. Low income is defined as 80% or below the area median income of the area. Very low income is defined as 50% or below the median income of the area. See accompanying Table in Exhibit A for income limits set by HUD for the Palm Bay-Titusville-Melbourne Metropolitan Statistical Area (MSA).

Service area is the area where a HUD-assisted project is located. It is a geographical area in which the persons benefiting from the *Section 3* covered projects reside. The service area does not extend beyond the city limits.

APPLICABILITY

Section 3 requirements apply to community development and housing assistance projects which are provided by the City of Titusville Community Development Block Grant (CDBG) funds or any other funds issued by the U. S. Department of Housing & Urban Development. A *Section 3* covered project involves the construction or rehabilitation of housing (including reduction of lead-based paint hazards), housing construction, or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc.

Section 3 requires that when employment or contracting opportunities are generated because such projects or activities undertaken by a Subrecipient of covered HUD financial assistance necessitates the employment of additional personnel through individual hiring or awarding contracts, the Subrecipient must give preference to hiring low and very low-income persons and or businesses owned by these persons or that substantially employ these persons within the City of Titusville.

Contractor and subcontractor thresholds:

Section 3 requirements apply to contractors and subcontractors performing work on the *Section 3* covered project(s) for which the total amount of assistance exceeds $200,000; and the contract and subcontract exceeds $100,000.

Subrecipient, contractor and subcontractor

Examples of actions demonstrating a "Good Faith Effort" include:

Target recruitment of *Section 3* residents and business concerns by:

1. Notice of vacant training and employment positions arising out of work to be performed under *Section 3* covered projects with lower income project area residents shall contain the following statement: "In compliance with *Section 3* of the *Housing and Urban Development Act of 1968, as amended*, training and employment opportunities arising out of a project assisted under a program providing direct financial

assistance from the U. S. Department of Housing and Urban Development shall be given, to the greatest extent feasible, to lower income residents or businesses owned by low income residents of the City of Titusville. Low-income residents or businesses owned by a low-income resident of the City of Titusville are encouraged to apply".

2. Said notice shall contain the name, mailing address, telephone number, and website of the contracting firm.

3. Said notice may be included in any policy manual, newsletter, website, annual report, and be posted on employee bulletin boards and employment office notice boards accessible to all employees and job applicants at each location where construction work is performed for at least two (2) weeks.

4. Said notice may be provided to contractor's labor organizations or representatives advising of the contractor's commitments under "Section 3 Clause".

5. Said notice may be disseminated to local newspapers, websites, radio advertising, neighborhood publications, minority publications, trade publications and associations.

6. Said notice may also be posted at the job site.

7. Said notice may be directly distributed to an eligible list of Section 3 Business concerns, should a contractor or subcontractor maintain such list.

8. Said notice may be directly distributed to agencies that administer HUD Youth build programs.

BIDDER

SECTION 3 PLAN FORMAT

If award is received, _____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of Titusville.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area, and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

2. To attempt to recruit from within the city the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations, and public or private institutions operating within or serving the project area, such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

4. To insert the Section 3 Contract Provisions clause in all subcontracts over $100,000, to obtain Tables A and B from said subcontractors, and to obtain all documentation for completion of Tables C and D prior to final payment. (Loans, grants, contracts, and subsidies for less than $100,000 will be exempt.)

5. To contact unions, subcontractors, and trade associations to secure their cooperation for this program.

6. To ensure that all appropriate project area business concerns are notified of pending sub contractual opportunities.

7. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

8. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

9. To list on Table A, information related to proposed subcontracts to be awarded to Section 3 businesses.

10. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

11. If successful bidder, to submit prior to final payment Tables C and D to city/county grantees which includes all applicable hires and subcontractors utilized on this project.

Are you claiming qualification for Section 3 Business Concern Preference based on the information listed above and in accordance with Section 3 Business of the Housing and Urban Development Act of 1968 as amended by Housing and Community Development Act of 1992, Final Rule CRF part 75?

- ***If yes, Please continue to complete this document in full.***
- ***If no,***

Instructions: Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

Name of Business _____

Address of Business _____

Name of Business Owner _____

Phone Number of Business Owner _____

Email Address of Business Owner _____

☐ Same as above

Name of Preferred Contact _____

Phone Number of Preferred Contact _____

☐Corporation ☐Partnership ☐Sole Proprietorship ☐Joint Venture

☐ At least 51 percent of the business is owned and controlled by low- or very low-income persons

☐ At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers

Business Concern Affirmation

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to City of Titusville may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature: _____ Date: _____

Information regarding Section 3 Business Concerns can be found at 24 CFR 75.5

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 business concern based upon their certification?

□**YES** □**NO**

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

Eligibility Guidelines

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

Individual Income Limits for City of Titusville

FY 2024

Income Limits Category	FY 2024 Income Limits
Extremely Low Income Limits (30%)	$19,900
Very Low Income Limits (50%)	$33,100
Low Income Limits (80%)	$52,950

See https://www.huduser.gov/portal/datasets/il.html for most recent income limits.

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition:

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
    - A resident of public housing; or
    - A resident of other public housing projects or Section 8-assisted housing; or
    - A YouthBuild participant.

TABLE A

BIDDER'S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS

Type of Contract (Business or Profession)	Total No.	Estimated Total Dollar Amount	Estimated No. of Contracts to Section 3 Businesses	Estimated Dollar Amount to Section 3 Businesses

Company

Project Name

Project Number

Person Completing Form

Date

TABLE B
BIDDER'S SECTION 3 ESTIMATED NEW HIRES

Job Category	Estimated Total Positions Needed for Project	No. of Positions Occupied by Permanent Employees	No. of Positions Not Occupied	No. of Positions to be Filled with Section 3 Residents
Officer/Supervisors				
Professionals				
Technical				
Hsq Sales/Rental Mgmt.				
Office/Clerical				
Service Workers				
Others				
TRADE:				
Journeymen				
Helpers				
Apprentices				
Trainees				
Others				
TRADE:				
Journeymen				
Helpers				
Apprentices				
Trainees				
Others				

Company

Project Name

Project Number

Person Completing Form

Date

***Use City Form once Project Awarded-ONLY**

PERFORMANCE & PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That _____ as Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the City of Titusville, hereinafter called Owner, in the amount of _____ (Dollars) ($_____) for the payment whereof the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated this _____ day of _____ , _____, entered into a contract with the Owner for:

_____

_____ a copy of which said Contract is incorporated herein by reference and is made part hereof as if fully copied here.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Contractor shall indemnify the Owner against and from all costs, expenses, damages, injury or conduct, want of care of skill, negligence or default, including patent infringement on the part of said Principal, agents or employees in the execution or performance of said Contract, in the time and manner prescribed in the Contract. If such Contractor(s) shall promptly make payments to all persons supplying him, them, or it, labor, material and supplies used directly or indirectly by said Contractor(s), Subcontractor(s) in the performance of the work provided for in said Contract as prescribed by Florida Statutes Sections 224.05 or 713.01/713.23, whichever is applicable to this contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect and the Principal and the Surety jointly and severally agree to pay the Owner any difference between the amount to which the said Principal would be entitled on the completion of the Contract, and that amount which the Owner may be obligated to pay for the completion of the Contract, and that amount which the Owner may be obligated to pay for the completion of said work by Contract or otherwise, and any damages, direct or indirect or consequential, which the Owner may sustain due to such work, or due to the failure of the Contractor to properly execute and keep all the provisions of the Contract.

Contractor agrees to indemnify Owner and Owner's representatives, agents, and employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees, because of any injury or damage sustained by any person or property because of the said Contractor's operations relating to this Contract; or because of or in consequence of any neglect

causing bodily injury, illness, or death, or property damage; or through the use of unacceptable materials in constructing the work; or because of any act or omission by said Contractor or that of a Subcontractor, or anyone employed by them; or because of any claims or amounts or for whose acts Contractor or a Subcontractor may be liable; recovered from any infringement or patent, trademark or copyright; or from any claims or amounts arising or recovered under Workers Compensation Law or any other laws. Should the Contractor not have adequate insurance coverage and the Purchasing & Contracting Administrator deem it necessary, the amount in questions may be retained from the amount due the Contractor under his Contract, or in case no money is due, his surety may be held until such suits, actions, injuries, or claims for damages shall have been settled and evidence to that effect furnished to the Purchasing & Contracting Administrator.

The condition of this obligation is such that said Principal & Surety further bind themselves, their heirs, successors, executors, administrators or assigns, jointly and severally, that if they fail to pay for any materials, provisions, or other supplies, for or about the performance of the work contracted to be done- or for any work or labor of any kind, or for amounts due, the surety on this bond will pay for the same, in an amount not exceeding the sum specified in this bond, and in case suit is brought upon this bond will also pay a reasonable attorney's fee, or agrees to pay the Owner any sum which the Owner may be compelled to pay because of any lien for labor or material furnished for the work specified by said Contract.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

SIGNED AND SEALED THIS _____ day of _____, _____.

WITNESS:

Name

Address

PRINCIPAL:

Name of Firm

Signature of Authorized Officer

Title

Business Address

City/State/Zip

WITNESS:	SURETY:
Name	Name of Firm
Address	Signature of Authorized Officer
	Title
	Business Address
	City/State/Zip
	Name of Local Agent
	Contractor’s Director of Finance

APPROVED AS TO FORM:	ADMINISTRATIVE REVIEW:
_____	_____
City Attorney	Purchasing & Contracting Admin.

FIRST AVENUE SIDEWALK & ROADWAY IMPROVEMENTS PROJECT – FY26 CDBG
CN-26-B-028MG
NO BID FORM

NOTE: If you do not intend to bid on this requirement, please return this form to:

City of Titusville Purchasing and Contracts
555 S Washington Ave
Titusville, FL 32781

We the undersigned have declined to bid on your Bid No. _____ for the following reason(s):

_____ Specifications too "restrictive," i.e., geared toward one brand or manufacturer only (please specify below)
_____ Insufficient time to respond to the Invitation to Bid

_____ We do not offer this commodity/service or equivalent

_____ Our product schedule would not permit us to perform

_____ Specifications unclear (please specify below)

_____ Unable to meet bond or insurance requirements

_____ Remove our company from Vendor database for this commodity/service

_____ Other (please specify below)

Remarks:_____

_____

_____

PLEASE PRINT COMPANY NAME:
COMPANY ADDRESS:
TELEPHONE NUMBER:
PRINTED SIGNATURE:
AUTHORIZED SIGNATURE:

***Use City Form once Project Completed-ONLY**

STATE OF FLORIDA)
COUNTY OF BREVARD)

CONTRACTOR'S FINAL AFFIDAVIT AND RELEASE OF LIEN

Before me, the undersigned authority, personally appeared _____

who, first being duly sworn, upon his oath deposes and says that:

1) He is _____
(Title of Officer)

of _____
(Name of Company)

doing business in the State of Florida, hereinafter called Contractor.

2) Contractor pursuant to a Contract dated _____, hereinafter referred to as Contractor, with City of Titusville, Florida, hereinafter referred to as Owner, has heretofore furnished or caused to be furnished labor, material and services for the construction of certain improvements as more particularly set forth in said Contract.

3) Contractor represents that all work to be performed under the aforesaid Contract has been fully completed and that all persons and firms who furnished material, labor and/or services incident to the completion of said work have been paid in full except to the following:

NAME ADDRESS AMOUNT DUE

_____

(Write in "None" if all persons and firms have been paid in full)

4) The undersigned affiant for and in consideration of final payment to him in the amount of $_____, and all other previous payments paid by Owner to Contractor, does hereby for and in behalf of the Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises owned by Owner on which improvements have been completed in connection with the aforementioned Contract.

5) The affiant herein does hereby represent that he has authority to execute a full and final Release of Lien for and in behalf of the contractor as set forth above.

6) The affiant herein makes this Affidavit and Release of Lien for the express purpose of inducing Owner to make final disbursement and payment to the Contractor in the amount of $_____.

7) This Affidavit and Release of Lien is made by affiant with full knowledge of the applicable laws of the State of Florida. In addition to such rights as maybe afforded to Owner under said applicable laws, affiant expressly agrees to indemnify and save Owner harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of claims by laborers, subcontractors or materialmen who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the work performed under the aforementioned contract.

Name of Corporation_____

By: _____
President

(Corporate Seal)

Attest:

Name of Corporation _____

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public
State of Florida at Large

My Commission Expires: _____

DIVISION 2 -TECHNICAL

EXHIBIT A

FIRST AVENUE SIDEWALK & ROADWAY IMPROVEMENTS PROJECT – FY26 CDBG

CN-26-B-028MG

SCOPE OF WORK

Scope/Intent:

The City of Titusville intends to contract with a licensed qualified Contractor to furnish, deliver, and install sidewalks and all associated work as stipulated in the Exhibit A- Site Drawings below, along the east and west sides of First Avenue in Titusville, FL funded by Community Development Block Grant (CDBG) grant and in accordance with all regulations found in 24 CFR and 2 CFR part 200. Contract work consists of furnishing all labor, equipment, and materials for the construction of the sidewalk infill as indicated in the Contract Documents. If needed to support construction, the Contractor shall be responsible for renting a hydrant meter from the City Customer Services Office at City Hall located at 555 S. Washington Ave. Titusville, FL 32796.

SPECIFICATIONS:

All construction shall conform to the FDOT Standard Specifications for Road and Bridge Construction, latest edition.

The plans and other Contract Documents give the location and description of the Work to be done under this Contract, the estimated quantities of each item of work for which bids are invited, the time in which the Work must be complete, the amount of the Bid Guarantee, and the date, time and place of the receipt and opening of Bids.

PUBLIC OUTREACH. The Contractor is responsible for all public outreach activities before and during construction. The Contractor shall provide written notice to all affected residents/businesses a minimum of 72 hours prior to starting work in a location. Written notice draft shall be submitted to the City for approval.

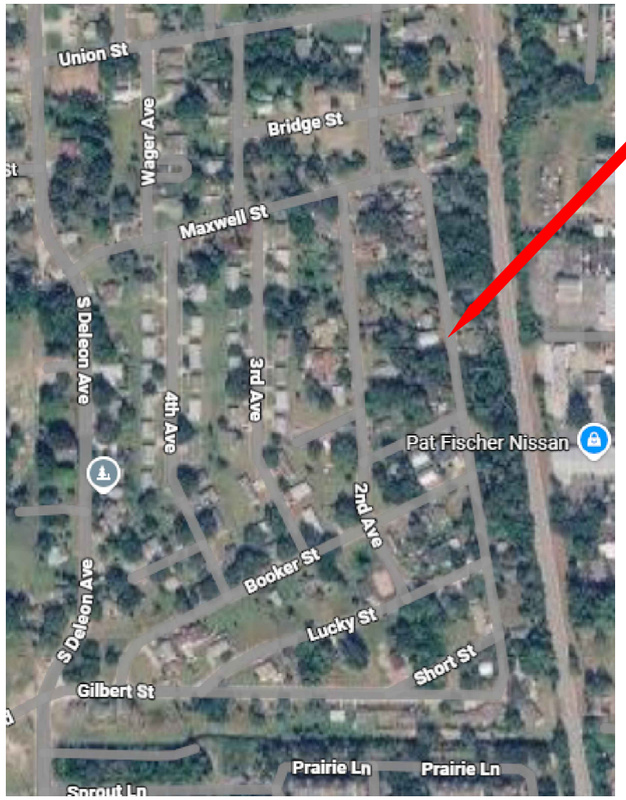
VIDEO: Prior to construction, a pre-construction video of all areas and proposed staging and storage area is required. The video with audio is required to be DVD or electronic media video format and presented to the City's Project Manager.

CITY OF TITUSVILLE
DEPARTMENT OF PUBLIC WORKS

CDBG - FIRST AVENUE ROADWAY IMPROVEMENTS (GRANT FUNDED)

INDEX OF DRAINAGE PLANS

SHEET NO.	SHEET DESCRIPTION
1	COVER
2	PLAN - 1
3	PLAN - 2
4	DETAILS



PROJECT LOCATION

CITY COUNCIL

ANDREW CONNORS, MAYOR
HERMAN A. COLE, JR, VICE MAYOR
MEGAN MOSCOSO
DR. SARAH STOECKEL
JO LYNN NELSON

GOVERNING STANDARD PLANS:

FLORIDA DEPARTMENT OF TRANSPORTATION FY2025-26 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND APPLICABLE INTERIM REVISIONS.

GOVERNING STANDARD SPECIFICATIONS:

FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION

PUBLIC WORKS DIRECTOR: SANDRA RELLER

CITY OF TITUSVILLE
PUBLIC WORKS DEPARTMENT
2000 S WASHINGTON AVENUE
TITUSVILLE, FL 32780
321-567-3846

THE CITY OF TITUSVILLE SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

REVISION DATES
(DESIGN PAGE ONLY)

General Notes:

1. Project must restore right of ways to condition prior to construction.
2. Sod shall match adjacent yards.
3. Mill and Overlay shall be 1.5"

SHEET TITLE: PLAN - 1

PROJECT: CDBG - FIRST AVENUE ROADWAY IMPROVEMENTS

ADDRESS: FROM MAXWELL STREET TO PAST WARREN STREET
ADDRESS

CITY OF TITUSVILLE
PUBLIC WORKS DEPARTMENT
2000 S WASHINGTON AVENUE
TITUSVILLE, FL 32780
321-567-3846

SHEET 2 OF 4

THE CITY OF TITUSVILLE SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

REVISION DATES: (DESIGN STAGE ONLY)

THE CITY OF TITUSVILLE SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

General Notes:

1. Project must restore right of ways to condition prior to construction.
2. Sod shall match adjacent yards.
3. Mill and Overlay shall be 1.5"

REVISION DATES: (DESIGN STAGE ONLY)

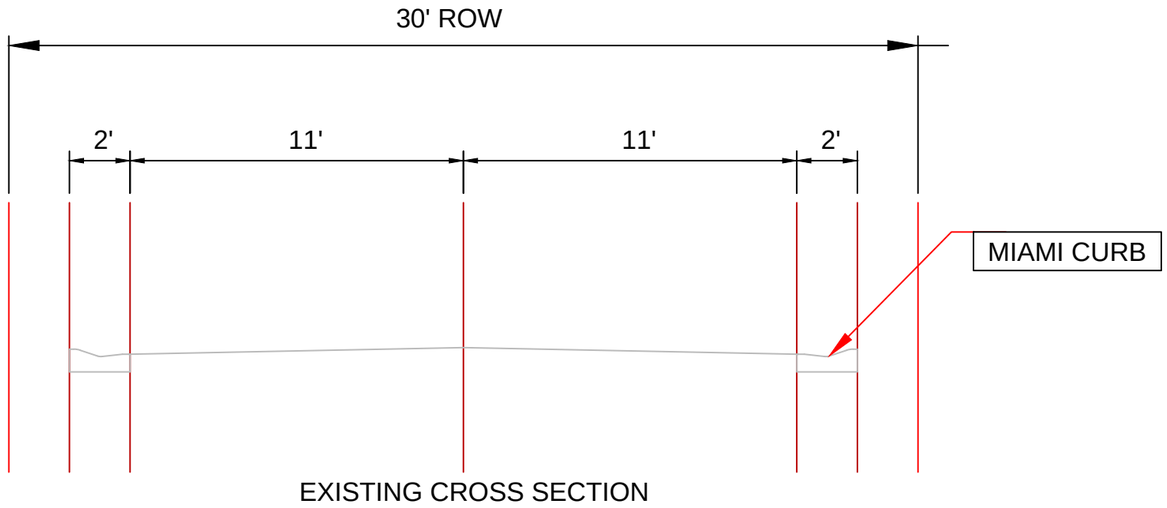
SHEET TITLE: PLAN - 2

PROJECT: CDBG - FIRST AVENUE ROADWAY IMPROVEMENTS

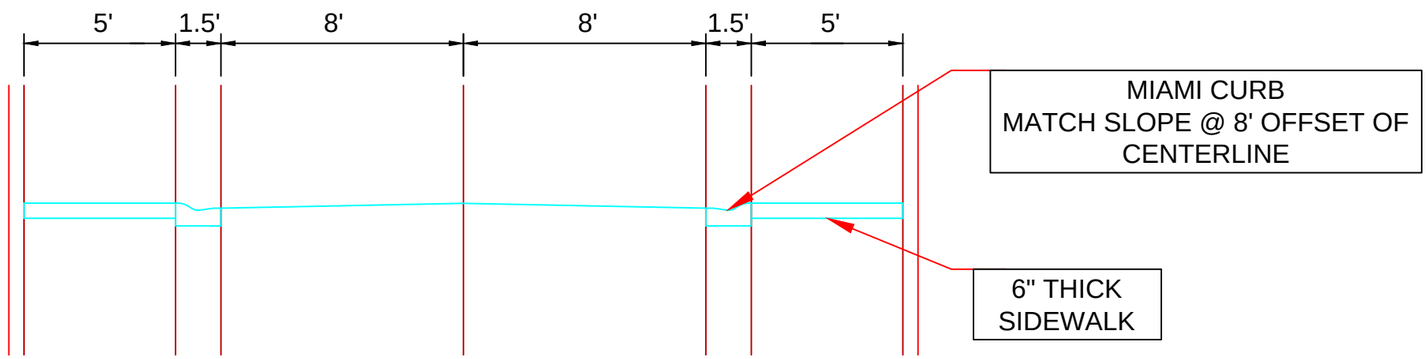
ADDRESS: FROM WARREN STREET TO GILBERT STREET
ADDRESS

CITY OF TITUSVILLE
PUBLIC WORKS DEPARTMENT
2000 S WASHINGTON AVENUE
TITUSVILLE, FL 32780
321-567-3846

SHEET 3 OF 4



EXISTING CROSS SECTION



PROPOSED CROSS SECTION

General Notes:
1. Project must restore right of ways to condition prior to construction.
2. Sod shall match adjacent yards.
3. Mill and Overlay shall be 1.5"

SHEET TITLE: DETAILS

PROJECT: CDBG - FIRST AVENUE ROADWAY IMPROVEMENTS

ADDRESS: ADDRESS

CITY OF TITUSVILLE
PUBLIC WORKS DEPARTMENT
2000 S WASHINGTON AVENUE
TITUSVILLE, FL 32780
321-567-3846

THE CITY OF TITUSVILLE SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

REVISION DATES
(DESIGN STAGE ONLY)

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance

Chapter II —Office of Management and Budget Guidance

Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Authority: 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.
Source: 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be

prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements
Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance
Chapter I —Office of Management and Budget Government-Wide Guidance for Federal Financial Assistance

Part 184 Buy America Preferences for Infrastructure Projects
- **§ 184.1** Purpose and policy.
- **§ 184.2** Applicability, effective date, and severability.
- **§ 184.3** Definitions.
- **§ 184.4** Applying the Buy America Preference to a Federal award.
- **§ 184.5** Determining the cost of components for manufactured products.
- **§ 184.6** Construction material standards.
- **§ 184.7** Federal agency's issuance of a Buy America Preference waiver.
- **§ 184.8** Exemptions to the Buy America Preference.

PART 184—BUY AMERICA PREFERENCES FOR INFRASTRUCTURE PROJECTS

Link to an amendment published at 89 FR 30136, Apr. 22, 2024.

Authority: Pub. L. 117-58, 135 Stat. 429.

Source: 88 FR 57787, Aug. 23, 2023, unless otherwise noted.

§ 184.1 Purpose and policy.

(a) ***Purpose.*** This part provides guidance to Federal agencies on the implementation of the Buy America Preference applicable to Federal financial assistance set forth in part I of subtitle A, Buy America Sourcing Preferences, of the Build America, Buy America Act included in the Infrastructure Investment and Jobs Act (Pub. L. 117-58) at division G, title IX, subtitle A, part I, sections 70911 through 70917.

(b) ***Policy.*** The head of each Federal agency must ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States. *See* section 70914(a) of the Build America Buy America Act.

§ 184.2 Applicability, effective date, and severability.

(a) ***Non-applicability of this part to existing Buy America Preferences.*** This part does not apply to a Buy America Preference meeting or exceeding the requirements of section 70914 of the Build America, Buy America Act applied by a Federal agency to Federal awards for infrastructure projects before November 15, 2021.

(b) ***Effective date of this part.*** The effective date of this part is October 23, 2023. Except as provided in paragraph (c) of this section, this part applies to Federal awards obligated on or after its effective date. Awards obligated on or after May 14, 2022, the effective date of the Build America, Buy America Act, and before the effective date of this part, are instead subject to OMB Memorandum M-22-11.

(c) ***Modified effective date of this part for certain infrastructure projects.*** If an infrastructure project that has previously received a Federal award obligated on or after May 14, 2022, but before the effective date of this part receives an additional Federal award obligated within one year of the effective date of this part, the additional Federal award is subject to OMB Memorandum M-22-11. However, if significant design or planning changes are made to the infrastructure project, the Federal agency may apply this part to the additional Federal award. Federal awards for an infrastructure project obligated after one year from the effective date of this part are subject to this part, regardless of whether this part applied to previous awards for the project.

(d) ***Severability.*** The provisions of this part are separate and severable from one another. OMB intends that if a provision of this part is held to be invalid or unenforceable as applied to a particular person or circumstance, the provision should be construed so as to continue to give the maximum effect permitted by law as applied to other persons not similarly situated or to dissimilar circumstances. If any provision is determined to be wholly invalid and unenforceable, it should be severed from the remaining provisions of this part, which should remain in effect.

§ 184.3 Definitions.

Acronyms used in this part have the same meaning as provided in 2 CFR 200.0. Terms not defined in this part have the same meaning as provided in 2 CFR 200.1, except for the terms “equipment,” “expenditures,” and “supplies,” which are not specifically defined for this part. As used in this part:

Build America, Buy America Act means division G, title IX, subtitle A, parts I-II, sections 70901 through 70927 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58).

Buy America Preference means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

Component means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into: a manufactured product; or, where applicable, an iron or steel product.

Construction materials means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

(i) Non-ferrous metals;

(ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);

(iii) Glass (including optic glass);

(iv) Fiber optic cable (including drop cable);

(v) Optical fiber;

(vi) Lumber;

(vii) Engineered wood; and

(viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

Infrastructure project means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. *See also* paragraphs (c) and (d) of § 184.4.

Iron or steel products means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

Manufactured products means:

(1) Articles, materials, or supplies that have been:

(i) Processed into a specific form and shape; or

(ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

Manufacturer means the entity that performs the final manufacturing process that produces a manufactured product.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

Produced in the United States means:

(1) In the case of iron or steel products, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) In the case of manufactured products:

(i) The product was manufactured in the United States; and

(ii) The cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product. *See* § 184.2(a). The costs of components of a manufactured product are determined according to § 184.5.

(3) In the case of construction materials, all manufacturing processes for the construction material occurred in the United States. *See* § 184.6 for more information on the meaning of "all manufacturing processes" for specific construction materials.

Section 70917(c) materials means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. *See* section 70917(c) of the Build America, Buy America Act.

[88 FR 57787, Aug. 23, 2023, as amended at 89 FR 79732, Oct. 1, 2024]

§ 184.4 Applying the Buy America Preference to a Federal award.

(a) ***Applicability of Buy America Preference to infrastructure projects.*** The Buy America Preference applies to Federal awards where funds are appropriated or otherwise made available for infrastructure projects in the United States, regardless of whether infrastructure is the primary purpose of the Federal award.

(b) ***Including the Buy America Preference in Federal awards.*** All Federal awards with infrastructure projects must include the Buy America Preference in the terms and conditions. The Buy America Preference must be included in all subawards, contracts, and purchase orders for the work performed, or products supplied under the Federal award. The terms and conditions of a Federal award flow down to subawards to subrecipients unless a particular section of the terms and conditions of the Federal award specifically indicate otherwise.

(c) ***Infrastructure in general.*** Infrastructure encompasses public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

(d) ***Interpretation of infrastructure.*** The Federal agency should interpret the term "infrastructure" broadly and consider the description provided in paragraph (c) of this section as illustrative and not exhaustive. When determining if a particular project of a type not listed in the description in paragraph (c) constitutes "infrastructure," the Federal agency should consider whether the project will serve a public function, including whether the project is publicly owned and operated, privately operated on behalf of the public, or is a place of public accommodation, as opposed to a project that is privately owned and not open to the public.

(e) ***Categorization of articles, materials, and supplies.***

(1) An article, material, or supply should only be classified into one of the following categories:

(i) Iron or steel products;

(ii) Manufactured products;

(iii) Construction materials; or

(iv) Section 70917(c) materials.

(2) An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in paragraph (e)(1) of this section. The classification of an article, material, or supply as falling into one of the categories listed in paragraph (e)(1) must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

(f) ***Application of the Buy America Preference by category.*** An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

§ 184.5 Determining the cost of components for manufactured products.

In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a) of this section, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

§ 184.6 Construction material standards.

(a) The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.”

(1) ***Non-ferrous metals.*** All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) ***Plastic and polymer-based products.*** All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) ***Glass.*** All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) ***Fiber optic cable (including drop cable).*** All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) ***Optical fiber.*** All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) ***Lumber.*** All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.

(7) ***Drywall.*** All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) ***Engineered wood.*** All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

(b) Except as specifically provided, only a single standard under paragraph (a) of this section should be applied to a single construction material.

§ 184.7 Federal agency's issuance of a Buy America Preference waiver.

(a) ***Justification of waivers.*** A Federal agency may waive the application of the Buy America Preference in any case in which it finds that:

(1) Applying the Buy America Preference would be inconsistent with the public interest (a "public interest waiver");

(2) Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a "nonavailability waiver"); or

(3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall infrastructure project by more than 25 percent (an "unreasonable cost waiver").

(b) ***Requesting a waiver.*** Recipients may request waivers from a Federal agency if the recipient reasonably believes a waiver is justified under paragraph (a) of this section. A request from a recipient to waive the application of the Buy America Preference must be provided to the Federal agency in writing. Federal agencies must provide waiver request submission instructions and guidance on the format, contents, and supporting materials required for waiver requests from recipients.

(c) ***Before issuing a proposed waiver.*** Before issuing a proposed waiver, the Federal agency must prepare a detailed written explanation for the proposed determination to issue the waiver based on a justification listed under paragraph (a) of this section, including for waivers requested by a recipient.

(d) ***Before issuing a final waiver.*** Before issuing a final waiver, the Federal agency must:

(1) Make the proposed waiver and the detailed written explanation publicly available in an easily accessible location on a website designated by the Federal agency and the Office of Management and Budget;

(2) Except as provided in paragraph (e) of this section, provide a period of not less than 15 calendar days for public comment on the proposed waiver; and

(3) Unless the Director of OMB provides otherwise, submit the waiver determination to the Made in America Office in OMB for final review pursuant to Executive Order 14005 and section 70923(b) of the Build America, Buy America Act.

(e) ***Waivers of general applicability.*** Waivers of general applicability mean waivers that apply generally across multiple Federal awards. A Federal agency must provide a period of not less than 30 days for public comment on a proposal to modify or renew a waiver of general applicability.

§ 184.8 Exemptions to the Buy America Preference.

(a) The Buy America Preference does not apply to expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 16 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191) or pre and post disaster or emergency response expenditures.

(b) "Pre and post disaster or emergency response expenditures" consist of expenditures for financial assistance that are:

(1) Authorized by statutes other than the Stafford Act, 42 U.S.C. 5121 *et seq.;* and

(2) Made in anticipation of or response to an event or events that qualify as an "emergency" or "major disaster" within the meaning of the Stafford Act, 42 U.S.C. 5122(1), (2).

"General Decision Number: FL20250240 01/24/2025

Superseded General Decision Number: FL20240240

State: Florida

Construction Type: Highway

County: Brevard County in Florida.

Does not include Cape Canaveral Air Force Station, Patrick Air Force Base, Kennedy Space Flight Center and Malabar Radar Site.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	• Executive Order 14026 generally applies to the contract. • The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	• Executive Order 13658 generally applies to the contract. • The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that

	contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	01/24/2025

* SUFL2022-009 06/27/2024

	Rates	Fringes
CARPENTER	$ 22.72	0.00
CEMENT MASON/CONCRETE FINISHER	$ 20.18	1.49
ELECTRICIAN	$ 24.08	3.40
IRONWORKER	$ 24.16	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 16.92 **	0.00
LABORER: Common or General	$ 19.00	0.00
LABORER: Mason Tender - Cement/Concrete	$ 21.43	3.75
LABORER: Pipelayer	$ 21.63	0.00
LABORER: Grade Checker	$ 17.21 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 23.27	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 21.30	0.00

OPERATOR: Boom.....$ 33.61 11.50

OPERATOR: Broom/Sweeper.....$ 17.12 ** 0.00

OPERATOR: Bulldozer.....$ 22.37 3.44

OPERATOR: Crane.....$ 32.18 0.00

OPERATOR: Grader/Blade.....$ 19.25 0.00

OPERATOR: Loader.....$ 20.00 2.79

OPERATOR: Mechanic.....$ 29.69 0.00

OPERATOR: Milling Machine.....$ 20.86 1.95

OPERATOR: Paver (Asphalt,
Aggregate, and Concrete).....$ 19.73 0.00

OPERATOR: Piledriver.....$ 25.18 0.00

OPERATOR: Roller.....$ 18.28 0.00

OPERATOR: Scraper.....$ 15.54 ** 0.00

OPERATOR: Screed.....$ 17.84 0.00

OPERATOR: Tractor.....$ 16.00 ** 0.68

PAINTER.....$ 21.02 0.00

TRAFFIC CONTROL PERSON.....$ 16.64 ** 0.00

TRUCK DRIVER: Dump Truck.....$ 16.64 ** 0.00

TRUCK DRIVER: Flatbed Truck.....$ 19.46 0.00

TRUCK DRIVER: Lowboy Truck.....$ 20.76 0.00

TRUCK DRIVER: Off the Road
Truck.....$ 16.55 ** 0.00

TRUCK DRIVER: Water Truck.....$ 18.27 0.00

TRUCK DRIVER: Distributor
Truck.....$ 21.19 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the

year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

(A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at **https://www.dol.gov/agencies/whd/forms** or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility.

(i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **$100,000**.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

DIVISION 2 -TECHNICAL
EXHIBIT C
City of Titusville
Safety Requirements for Contractors

Purpose
The Safety Requirements for Contractors and Subcontractors is intended to assure the safety of City of Titusville employees and the public who may be in proximity to renovation, demolition, installation, or maintenance operations conducted by Contractors or Subcontractors. Every Contractor is expected to take steps as necessary to protect the safety and health of City employees, visitors and the public during the performance of their work. Each Contractor that coordinates the work of Subcontractors shall assure that they abide by the requirements outlined herein.

Application
Each department that coordinates or uses the services of a Contractor to perform maintenance, repair, installation, renovation or construction-related operations is expected to designate one or more persons to coordinate this program within his or her department. These Project Managers or Project Coordinators will assure that the Contractor is:

- Informed of the presence of hazards in or near the work area.
- Informed about requirements related to asbestos, lead, confined space entry, lockout/tagout, hot work, maintenance of traffic and excavation operations.
- Aware of the City's expectations regarding safety compliance and the control of worksite hazards.

Scope
This program applies to all City of Titusville projects, and to all work performed by Contractors or Subcontractors on City of Titusville properties

General Requirements
A copy of this document shall be made available upon request to prospective bidders/offerors at the pre-bid/pre-proposal conferences for the work. This document shall be either included with, or referenced in, the contract documents.
Submittals, where required from the Contractor by this document, shall be made in writing directly to the Purchasing and Contracting Division and copied to the Project Manager/Coordinator. Submittals shall be made sufficiently in advance to avoid delay of the project.

Where review, approval, or coordination of submittals is required, submittals shall be made at least ten (10) working days prior to the start of the project unless prior arrangements have been made. Post-job submittals, where required as outlined in this document, shall be made no later than fifteen (15) working days after completion of the project or as specified herein.

The Contractor shall provide the Project Manager/Coordinator with emergency contact phone number(s), usable 24 hours a day, for the Contractor's representative.

The Contractor bears sole responsibility for the safety of his or her employees. The Contractor is expected to take all steps necessary to establish, administer, and enforce safety rules that will meet

the current requirements of the Occupational Safety and Health Administration (OSHA) and any other state or local standards, regulations or codes. These regulations include, but are not limited to:

- Title 29 of the Code of Federal Regulations (CFR) Parts 1910, Occupational Safety and Health Administration (OSHA) Standards for General Industry,
- Title 29 of the Code of Federal Regulations (CFR) Parts 1926, Occupational Safety and Health Administration (OSHA) Standards for the Construction Industry.

The Contractor bears sole responsibility for communication of safety-related information and requirements to his or her Subcontractors. The Contractor shall assure that his or her Subcontractors comply with the requirements outlined herein.

Control of Fugitive Emissions

The Contractor shall take all necessary precautions to control or contain fugitive emissions from the job site. Fugitive emissions include, but are not limited to:

- Nuisance dust,
- Chemical odors/vapors,
- Hazardous materials (such as lead dust or asbestos), and
- Noise.

Where the product(s) or material(s) to be used by the Contractor has a permissible exposure limit (PEL) established by OSHA, the contractor shall submit a written plan to the Project Manager/Coordinator prior to the work. This plan shall detail the methods that will be employed by the Contractor to limit, control or eliminate exposure of City employees or the public to these hazards. Where engineering controls will not control fugitive emissions of these chemicals or materials or are not feasible, the contractor shall monitor, or shall contract to have monitored, work area exposure conditions. Monitoring shall occur, at a minimum, during the start of work and whenever there is a change in procedure, process, or chemical or material used. A copy of the monitoring results shall be submitted to the Project Manager/Coordinator within 24-hours of receipt by the Contractor.

Accidental Spills and Releases

In the event of an accidental release or spill of chemicals or other hazardous materials the Contractor shall:

- Immediately take action as appropriate to contain the spill if this action can be taken without jeopardizing the health or safety of employees,
- Notify the fire department, or other entities as needed or required,
- Contact Human Resources Risk Manager at 321-567-3730, and
- Contact the Project Manager/Coordinator.

All costs associated with responding to or remediation of a chemical or hazardous material spill or release is the responsibility of the Contractor.

Other Potential Safety Hazards

The Contractor shall abide by the requirements of any sign posted in a building that requires the use of specific personal protective equipment, that restricts access to qualified or authorized persons only, or that establishes requirements for entry.

The Contractor shall abide by all safety rules and procedures, including training, as noted on the plans and specifications relating to work in areas that may be contaminated with arsenic.

Specific Program Requirements

Asbestos and Suspect Asbestos Containing Materials

It will be the responsibility of the Contractor to provide his or her own asbestos awareness program which shall include, but is not limited to, the information contained in this section and the OSHA asbestos-related regulations (29 CFR 1926.1101). Verification that this training has been conducted shall be supplied to the City upon request.

Contractors employed by the City to perform building or facilities-related maintenance, repair or renovation shall be informed by the Project Manager/ Coordinator of the location of suspect and known asbestos-containing materials (ACM) in the work area(s) to which they are assigned by one of the following means:

- The Project Manager/Coordinator shall provide the Contractor with a copy of an asbestos inspection report specific to their work and the materials that are to be disturbed, or
- Where the construction documents for a project clearly detail asbestos locations within the work area, these documents may serve in lieu of the inspection report.

An asbestos inspection report may, at the discretion of the Purchasing and Contracting Division, be prepared by an asbestos contractor licensed in Florida to perform the duties of Asbestos Inspector and Asbestos Management Planner.
Contractors shall, under no circumstances, damage or disturb suspect or known ACM unless they are a licensed Asbestos Abatement Contractor and have been specifically employed to perform asbestos repair or removal. If suspect asbestos materials are discovered during the course of the work, the Contractor shall stop work immediately and notify the Project Manager/Coordinator.
The Contractor shall not proceed with any change in work which requires a material to be disturbed that the asbestos inspection report, or construction documents show has not previously been tested (e.g. "suspect" ACM). If a change in the scope of work becomes necessary, the revised scope of work shall be reviewed and pre-approved by an authorized person.
Asbestos materials may not be used or installed in any City facilities.

Lead-containing Materials

Contractors employed by the City to perform building or facilities-related maintenance, repair or renovation shall be informed by the Project Manager/Coordinator of the location of lead-containing building materials in the work area(s) to which they are assigned by one of the following means:

- The Project Manager/Coordinator shall provide the Contractor with a copy of a lead inspection report specific to their work and the materials that are to be disturbed, or
- Where the construction documents for a project clearly detail the location of lead-containing materials within the work area, these documents may serve in lieu of the inspection report.

A lead inspection report may, at the discretion of the Purchasing and Contracting Division, be prepared by a lead contractor licensed in Florida to perform the duties of Lead Inspector.

Contractors that will disturb lead-containing building materials during the course of the work shall take all necessary precautions to protect City employees, and the public from exposure to lead dust or contamination. These measures shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926.62 and applicable local, state and federal regulations. The Contractor shall submit a

copy of his or her lead compliance program, as required by 29 CFR 1926.62(e), with required supporting documentation for prior review and approval. This submittal shall be made sufficiently in advance of construction to avoid delay of the project.
A copy of the analytical report(s) for any personal air samples taken during the course of the work shall be provided to the City.
The Contractor shall not proceed with any change in work that requires a material be disturbed that the lead inspection report, or construction documents shows has not previously been tested unless pre-approved work procedures will be followed.
Where lead-containing materials will be disturbed or removed during the course of work, the Project Manager/Coordinator shall determine disposal requirements. If the lead-containing materials will constitute a hazardous waste, disposal of these materials shall be in accordance with applicable local, state and federal requirements. The disposal requirements must be established during the design of the project.

Confined Spaces

When the Contractor must perform work that involves entry into a permit-required confined space, the Project Manager/Coordinator shall:

- Inform the Contractor that the workplace contains permit spaces and that permit space entry is allowed only through compliance with a permit space program meeting the requirements set forth by OSHA (1910.146).

- Apprise the Contractor of the elements, including the hazard(s) identified and the City's experience with the space that make it a permit-required confined space.

- Apprise the Contractor of any precautions or procedures that the City has implemented for the protection of City employees in or near permit spaces where contractor personnel will be working.

- Coordinate entry operations with the Contractor when both City personnel and contractor personnel will be working in or near permit spaces.

- Debrief the Contractor at the conclusion of the entry operations regarding the permit space program followed and any hazards confronted or created in permit spaces during entry operations.

- Provide a copy of the City of Titusville's Confined Space Entry Program to the Contractor upon request.

Information on City's Confined Space Entry Program and information on specific confined spaces on City of Titusville properties may be obtained by contacting the Water Resources Safety Coordinator at 321-567-3855.

Each Contractor who is retained to perform work that will require permit space entry operations shall:
- Coordinate entry operations with the Project Manager/Coordinator when both the Contractor and City personnel will be working in or near permit spaces,
- Inform the Project Manager/Coordinator in writing of the permit space program the Contractor will follow, including written certifications for Entry Supervisors, Attendants or Entrants.
- Inform the Project Manager/Coordinator of any hazards confronted or created in permit spaces during entry operations.

- Provide a copy of the Contractor's Confined Space Program to the City upon request.
- Inform the Project Manager/Coordinator in writing of the rescue services/team they will be using during permit entry.
- Provide a copy of the canceled permit(s) to the Project Manager/Coordinator and Water Resources Safety Coordinator at the conclusion of entry operations.

Hazard Communication

Chemicals are used at City of Titusville facilities. Chemical use is routine in, but is not limited to, the following areas or locations:

- Laboratories.
- Fume hood exhausts on the roofs of laboratory buildings. (In general, signs have been posted on the roof access hatch or door restricting access to the roofs of buildings where fume hood exhausts are located).
- Chemical stock rooms.
- Chemical waste accumulation areas.
- Water Production and Reclamation Facilities
- Paint and chemical storage areas.
- Maintenance Facilities.

The Project Manager/Coordinator shall inform the Contractor of the following:

- Known hazards and any required safety procedures that must be followed in the Contractor's work area.
- Method for obtaining access to Material Safety Data Sheets (MSDS) for hazardous chemicals present in the Contractor's work area.
- Information about the labeling system used in the work area.
- Emergency procedures that the Contractor is to follow in the event of accidental exposures or releases of hazardous chemicals.

MSDS are required to be maintained and to be accessible to employees in each work area, and MSDS for all chemicals may be obtained from the Human Resources Risk Manager.

The Contractor shall maintain, on-site, MSDS for all hazardous chemicals used or stored at that job site. Copies of MSDS shall be provided to the Project Manager/Coordinator by the Contractor prior to start of work.

The Contractor shall take precautions to ensure hazardous chemicals or materials are handled and disposed of in accordance with federal and state regulations. Where a hazardous waste disposal manifest is required by these regulations, the Contractor shall Project Manager/Coordinator to assure that manifesting; storage, and the proposed disposal method and disposal site meet requirements. The Contractor shall supply a copy of the completed waste manifest to the Project Manager/Coordinator within 24-hours of receipt.

Where the Contractor has secured air samples documenting employee exposure to airborne chemical or particulate hazards during the course of their work, a copy of all air samples results shall be provided to the Project Manager/Coordinator within 24-hours of receipt by the Contractor.

Electrical Safety and Lockout/Tagout

The Project Manager/Coordinator shall inform the Contractor of City of Titusville lockout/ tagout procedures.

The Contractor shall ensure that his/her personnel understand the City's energy control procedures and comply with the requirements of the City's lockout/tagout program.

A copy of the City's Electrical Safety and Energy Control Policy programs shall be provided to the Contractor upon request. If the Contractor will be using their own lockout/tagout procedure, the Project Manager/Coordinator shall ensure that City personnel in the work area understand the Contractor's control procedures and that they comply with the requirements of the Contractors' program. A copy of the Contractor's electrical safety and lockout/tagout programs shall be made and provided to the City before commencement of work.

Trenching and Excavations

The Contractor shall coordinate trenching and excavation work with the Project Manager/Coordinator, and Sunshine One Call (by dialing 811) to assure the coordination of work and shutdown of utilities if necessary.

The design of sloping and benching systems, support systems, shield systems or other protective systems shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926 Subpart P.

Trenching or excavations below the level of the base or footing of any foundation or retaining wall, or adjacent to any utility, sidewalk or roadway, will not be permitted unless:

- A support system, such as underpinning, is provided to ensure the safety of employees and the stability of the structure, or
- The excavation is in stable rock, or
- A registered professional engineer has approved the determination that the structure is sufficiently removed from the excavation so as to be unaffected by the excavation activity, or
- A registered professional engineer has approved the determination that such excavation work will not pose a hazard to employees or the structure.

This determination is the responsibility of the Contractor except as permitted, required or otherwise allowed by the project specifications or drawings.
The Contractor shall notify the Project Manager/Coordinator of the name of the individual that is to serve as the Contractor's competent person as defined by this program and the OSHA regulations. The Contractor's designated competent person shall maintain a written log of the daily inspections made of excavations, adjacent areas, and protective systems. A copy of this written log shall be made available to the City upon request. Where the design of a sloping and benching system, support system, shield systems or other protective systems requires review and approval by a registered professional engineer, the Contractor shall submit a copy of the completed review to the Project Manager/Coordinator prior to start of work.

Fall Protection

Fall protection may be needed in work involving ramps, runways, and other walkways; excavations; hoists; holes; form work and reinforcing steel; leading edges; unprotected sides and edges; overhand bricklaying and related activities; roofing; pre-cast concrete erection; wall openings; scaffolds; ladders; and other walking/working surfaces, in accordance with 29 CFR 1926 Subpart M. Protect employees working 6 feet (1.8 meters) or more above a lower level and those who may fall into dangerous equipment. Typical fall protection systems include controlled access zones, guardrails, fences, covers, safety nets, and personal fall arrests.

For work conducted for the City of Titusville in which fall hazards are present, use employees trained on how to recognize and minimize fall hazards and how to properly use fall protection systems and equipment. MAKE DOCUMENTATION OF TRAINING AVAILABLE to the City upon request.

Hoists and Cranes

Designate a competent person who will inspect all machinery and equipment prior to each use, and during use, to make sure it is in safe operating condition. Repair deficiencies and replace defective parts before continued use. Install barricades to prevent injury to employees or passers-by (Reference 29 CFR 1926, Subpart N).

Do not exceed safe working loads. Take precautions to prevent physical contact with power lines either by maintaining adequate distance, use of insulating barriers, or de-energizing of power lines, as appropriate.

Properly anchor equipment and do not use roofs or walls for a supporting brace.

Hot Work

Contractors performing hot work shall maintain a Hot Work Permit Program complying with the OSHA requirements found in 29 CFR 1926.352, ANSI Z49.1-88 and NFPA 51B. Examples of hot work include, but are not limited to, use of open flames, compressed gases or supplied fuel burning, brazing, cutting, grinding, soldering, thawing pipe, torch applied roofing, and welding. A copy of the canceled permit(s) shall be provided to the Project Manager/Coordinator after completion of the work.

Work Area Traffic Control

An approved traffic control plan is required in accordance with the Florida Department of Transportation and the Manual of Uniform Traffic Control Devices, Part VI, and Plans and Specifications. Use and submittal of the FDOT Index 600 series is acceptable by the City.

Personal Protective Equipment

Personal protective equipment such as hard hats, eye protection, foot protection, hearing protection, respirators, etc., shall be worn as required, in accordance with OSHA regulations.

Work Site Inspections

Unannounced work site inspections may be conducted by City Safety Representatives or designated departmental personnel. These inspections are conducted solely for the benefit of the City, and shall not relieve the contractor of responsibility for enforcement of, and compliance with OSHA and other state and local regulations.

In the event that work site conditions exist that potentially impact the safety of City employees or the public, the inspector shall issue a verbal or written warning to the Contractor and shall notify the Project Manager/Coordinator. If the unsafe conditions cannot be immediately corrected and represent a danger or have the potential to harm employees, or the public, then the inspector will:

- Detail the OSHA violations that were noted, and explain the potential impact upon employees, or the public,
- Require that the Project Manager/Coordinator have the Contractor stop work until the unsafe conditions can be mitigated,
- Issue a formal written report of the violations to the Contractor. This report shall be copied to the Project Manager/Coordinator.

Reports of deficiencies may be factored into the evaluation of the contract by the City, and may be included in a vendor complaint file that is available for review by other state agencies.

Repeat safety violations and/or a single serious, willful safety violation by a Contractor may warrant review and termination of the contract.

"Serious, willful safety violation" is defined, for the purposes of this program, as a work activity with a substantial probability that death or serious physical harm could result, and where the potential hazard was known or should have been known, but where the work activity was continued, regardless of the existence of the potential safety hazard.

Definitions

Competent Person: As related to excavation, trenching or shoring work, the Contractor's "competent person" means one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

Confined Space: A confined space is a space that is large enough for a person to enter, that has limited means for entry or exit, and that is not designed for continuous occupancy. Examples include tanks, silos, storage bins or hoppers, utility vaults, and pits.

Purchasing and Contracting Division: The Division of the Support Service's Department at the City that has contracted for work to be performed by a Contractor.

Contractor: An entity or agency employed by the City to perform the installation or maintenance of equipment, or the renovation or construction of a building, room or facility on City property.

Lockout/Tagout: A program used to ensure that employees are protected from sources of potentially hazardous energy. The program requires that hazardous energy sources be identified and locked and/or tagged-out before work is done on the system(s).

Maintenance of Traffic: Maintenance of Traffic is a reference to the Florida Department of Transportation requirement for an approved traffic control plan and FDOT certification of contractor personnel responsible for supervision, placement, maintenance or inspection of work zone traffic control, in accordance with the FDOT Roadway and Traffic Design Standards, Index 600 and Part VI of the Manual of Uniform Traffic Control Devices, and Plans and Specifications.

Permit-required confined space: A permit-required confined space is a confined space that contains potential or known safety hazards that must be dealt with prior to or during entry to assure the safety of those employees performing the work.

Project Manager/Coordinator: The individual(s) within a Department that has been assigned duties related to oversight or coordination of work performed by a Contractor as defined in this program.

Appendix A

The following checklist is provided to assist the Project Manager/Coordinator with complying with the requirements outlined in this program.

Name of Project Manager/Coordinator:	
Work Site(s) and Location(s):	
Applicable Date(s):	
Contractor Name:	
Contractors Representative:	
24-hour phone number:	

Action Required	
Traffic Control Plan Required? If yes, is the Contractor certified by the FDOT for Maintenance of Traffic?	☐ Yes ☐ No
Asbestos review required? If yes, provide inspection report to Contractor or assure that the Construction Documents detail the location(s) of asbestos within the work area.	☐ Yes ☐ No
Lead materials review required? If yes, provide inspection report to Contractor or assure that the Construction Documents detail the location of lead-containing materials within the work area.	☐ Yes ☐ No
Will the work require entry into a permit-required confined space?	☐ Yes ☐ No
• If yes, inform the Contractor about known hazards and history of entry operations for each space that they will enter. Contact Water Resources Safety Coordinator at 321-567-3855 for assistance as needed. • If yes, the Project Manager/Coordinator will debrief the Contractor after the work in these spaces is completed.	
• Will both the Contractor and City personnel be working in or near the permit-required confined space(s)?	☐ Yes ☐ No
• If yes, determine if the Project Manager/Coordinator or the Contractor will coordinate entry operations to assure that everyone is aware of any work that is taking place that could affect personnel in the confined space. • If yes, provide a copy of the City's Confined Space Program to the Contractor and require that he or she conform to the requirements of that program. • If yes, at the end of entry operations, obtain a copy of all canceled permits, and send a copy of this information to the Water Resources Safety Coordinator.	

Hazard Communication: Provide the following to the Contractor: • Information on precautions and safety procedures that must be followed in the work area. • Access to MSDS for hazardous chemicals located in the work area. • Information regarding the labeling system used in the work area. • Emergency procedures to be followed in the event of accidental exposure or release of hazardous chemicals or materials. Obtain a list of, and MSDS for, all chemicals that the Contractor will be using. Provide a copy to Project Manager/Coordinator for review and approval. The Contractor understands that MSDS must be kept on-site for all chemicals used by the Contractor on City property, and that no other chemicals may be brought on-site without prior approval by the Project Manager/Coordinator.	□ Yes □ No
Will Personal Protective Equipment be required on the project site? • If respiratory protection or hearing protection is required, obtain copies of the contractor's Respiratory Protection and Hearing Conservation Programs	□ Yes □ No
Will work by the Contractor involve electrical or mechanical systems? • If yes, inform the Contractor of the lockout/tagout procedures followed by City personnel. Make sure that all City employees in the work area are aware of the Contractors lockout/tagout procedures.	□ Yes □ No
Will Hot Work Permits be required during the Contractors work? If yes, coordinate Hot Work permits with designated personnel.	□ Yes □ No
The Contractor understands that any hazardous waste generated during the work must be disposed of in a manner consistent with all applicable state and federal regulations, and that prior approval is required for the disposal method and disposal site?	□ Yes □ No
The Contractor representative understands that it is his/her responsibility to relay the above information to other contract employees and his or her subcontractors.	□ Yes □ No
The Contractor has been given the opportunity to ask questions and have those questions answered to his/her satisfaction.	□ Yes □ No

PLEASE COMPLETE AND SUBMIT WITH BID

Bidder Checklist

One (1) original hardcopy completed on the Bid Packet as furnished with one (1) electronic copy using a CD or USB drive. Following items are to be included with submittal for Bid to be considered responsive.

		Initial
☑	Bidder's Checklist and Addendum Acknowledgement	
☑	Price Proposal	
☑	Bid Bond	
☑	Affidavit	
☑	Non-Collusion Affidavit	
☑	Florida Trench Safety Act Statement	
☑	Subcontractors Proposal Form	
☑	References/Bidder Qualification Questionnaire	
☑	Drug-Free Workplace Certification	
☑	Public Entity Crimes	
☑	Scrutinized Companies Affidavit	
☑	E-Verify Affidavit	
☑	Human Trafficking Affidavit	
☑	Certificate - Contract Execution Authorization	
☑	Certification Regarding Lobbying	
☑	Form of Non-Collusion Affidavit	
☑	Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion	
☑	Foreign Influence Disclosure Form	
☑	Equal Employment Opportunity Certification	
☑	Certification of Nonsegregated Facilities	
☑	Certification of Compliance with CDBG - HUD	
☐	Section 3 Business Concerns Preference (only if claiming qualification)	

Addendum Acknowledgment - Bidder acknowledges that the following addenda have been received and are included in this Bid:

☑ Addendum 1_____ Dated 3/30/2026

☐ Addendum 2_____ Dated _____

☐ Addendum 3_____ Dated _____

☐ Addendum 4_____ Dated _____

☐ Addendum 5_____ Dated _____

Proof that your firm is licensed to perform this work, proof of insurance, and all completed Required Forms within this packet must be included with this bid for your bid to be considered.

PLEASE COMPLETE AND SUBMIT WITH BID

BID PRICE PROPOSAL
(Bid Form)

Project Identification: FIRST AVENUE SIDEWALK & ROADWAY IMPROVEMENTS PROJECT – FY26 CDBG

Project Bid No.:CN-26-B-028MG

TO: CITY OF TITUSVILLE:

In accordance with your advertisement inviting bids to be received at City Hall Purchasing & Contracting Division, 555 South Washington Avenue, Titusville, Florida, 32796 this Bid Proposal is submitted for the above captioned project.

COMPANY NAME AND ADDRESS: Universal Contracting and Construction Inc.	PHONE # 321-508-4444 FAX # 321-724-0804 E-MAIL: bids@universalccinc.com FEIN #46-3610439 DUNS# 062614173 SAMS # F9LJJNAYJP11 CONTRACTOR'S FLORIDA LICENSE NUMBER (S): CGC1513413
AUTHORIZED SIGNATURE: _____ PRINTED SIGNATURE: Armando Martinez TITLE: Director of Sales	
DATE SIGNED: 04-06-2026	

BIDDER DECLARATION/ACKNOWLEDGEMENT

THIS BID IS SUBMITTED TO THE CITY OF TITUSVILLE (AKA – OWNER):

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the City, in the form provided herein, to perform and furnish all Work specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid Form and the Agreement, and in accordance with the other terms and condition of the Contract Documents and Instructions to Bidders made a binding part of this bid.

2. Bidder accepts all of the terms of the Bidding Documents including without limitation those addressing the disposition of the Bid Bond.

3. This bid will remain open for a period of ninety (90) consecutive calendar days after the date of the bid opening.

4. In submitting this Bid, the Bidder further represents and warrants as follows:
   a. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site conditions, locality, all applicable laws, regulations, jurisdictions, etc., which may affect cost, progress of the Work, performance or furnishing of necessary materials for the Work.
   b. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface of subsurface structures at or contiguous to the site (except Underground facilities) which have been identified in the supplementary conditions as provided for herein. BIDDER accepts determinations set forth hereby to the extent that "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as limited by the provisions associated with the data. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER'S purposes. BIDDER acknowledges that OWNER does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
   c. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and program incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
   d. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
   e. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and date with the Contract Documents.
   f. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by CITY is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
   g. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a farce or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

h. BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete all work of the PROJECT within the Contract Time specified in the Construction Contract. BIDDER further accepts the provisions of the Construction Contract as to liquidated damages and agrees to pay as liquidated damages the amount stated in the Construction Contract and General Conditions, for each consecutive calendar day completion of the Work is delayed.

Completion Schedule

1) The Project shall be complete in 30 **consecutive calendar days** from the official Notice to Proceed.

5. All bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.

6. In accordance with Instructions to Bidders, if the Contract is to be awarded, it will be awarded on the basis of the lowest "Total Base Bid" after adjustments for additive or deductive alternates. Additive or deductive alternates (if any) will be considered in determining the lowest responsive, responsible Bidder. The OWNER reserves the right to accept any or all additive or deductive alternates, in his sole discretion, prior to the award of the Contract. The OWNER also reserves the right to delete any portion of the Work as shown in the bid schedule prior to award and adjust each bidder's "Total Bid" accordingly.

7. The documents are attached to and made a condition of this Bid. PLEASE NOTE YOUR ACKNOWLEDGEMENT BY INITIALING IN SPACE PROVIDED ON THE BIDDER'S CHECKLIST.

Having carefully examined the Bid Documents, comprised of the plans, specifications, and all other documents bound herewith and or referenced hereby, any addenda or bulletin as prepared or sanctioned by the City and being familiar with the various conditions affecting the work, the Bidder proposes and agrees, if this Proposal is accepted, to execute all appropriate Contract Documents for the purpose of establishing a formal contractual relationship between him and the City, for the furnishing of all materials and the performance of all Work to which this bid proposal pertains and for which the following total bid is submitted:

SCHEDULE OF BID FORM FOR
FIRST AVENUE SIDEWALK & ROADWAY IMPROVEMENTS PROJECT – FY26 CDBG
Bid # CN-26-B-028MG

ITEM	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	ACTUAL COST
1	MOBILIZATION-GENERAL CONDITIONS & DEMOBILIZATION	1	LS	$ 23,500	$ 23,500
2	MAINTENANCE OF TRAFFIC	1	LS	$ 17,000	$ 17,000
3	EROSION CONTROL	1	LS	$ 6,800.00	$ 6,800.00
4	CLEARING, GRUBBING AND DEMOLITION OF EXISTING CONCRETE, ASPHALT AND BASE	1	LS	$ 20,500.00	$ 20,500.00
5	CURB INSTALLATION	3,250	LF	$ 28.50	$92,625.00
6	6" SIDEWALK AND DRIVEWAYS INCLUDING EXCAVATION AND DETECTABLE WARNING SURFACES	1,675	SY	$ 55.00	$ 92,125.00
7	PERFORMANCE TURF	1,085	SY	$ 11.25	$ 12,206.25
8	MILLING	3,450	SY	$ 5.00	$ 17,250.00
9	SP-9.5 ASPHALT	285	TNS	$ 135.00	$ 38,475.00
10	INLET CONVERSION	5	EA	$ 5,900.00	$ 29,500.00
				BASE TOTAL	$ $349,981.25

BIDDER WARRANTS TO COMPLETE ALL CONTRACT WORK WITHIN _____ CONSECUTIVE CALENDAR DAYS.
****Not to exceed 30 days as Grant Funding Deadline for completion is June 15, 2026 ****

Bidder's Proposed Project Schedule:

Week 1: Mobilization, Demo & Start Drainage

Week 2: Drainage, Grading & Start Concrete

Week 3: Concrete, Milling & Asphalt

Week 4: Turf, Cleanup & Punch List

LEGEND LS = LUMP SUM LF = LINEAR FEET SF = SQUARE FEET SY = SQUARE YARDS EA = EACH TNS=Tons

Bidder proposes to do the Work for the above Bid (please write in words the amount of the bid)

Three Hundred Forty-Nine Thousand,Nine Hundred Eight One Dollars and Twenty-Five Cents

THE ABOVE BID QUANTITIES ARE THE CITY'S ESTIMATED REQUIREMENTS AND WILL BE USED SOLELY FOR BID EVALUATION AND CONTRACT AWARD PURPOSES. THESE QUANTITIES DO NOT CONSTITUTE A GUARANTEE OF WORK OR INTENT THEREOF. THE CITY DOES NOT REPRESENT THAT

THE ACTUAL QUANTITIES OF WORK PERFORMED WILL CORRESPOND WITH THE ABOVE BID QUANTITIES. FURTHERMORE, THE CONTRACTOR SHALL NOT PLEAD MISUNDERSTANDING OR DECEPTION BECAUSE OF QUANTITIES OR OF THE CHARACTER, LOCATION OR OTHER CONDITIONS PERTAINING TO THE WORK.

Armando Martinez

CONTRACTOR AGREES THAT PAYMENTS, FOR SATISFACTORY WORK PERFORMED, WILL BE BASED ON THE ACTUAL QUANTITIES OF WORK INSTALLED, AND THE ACTUAL QUANTITIES MAY BE GREATER THAN OR LESS THAN THE ABOVE BID QUANTITIES.

Armando Martinez

Universal Contracting & Construction,Inc.

Director of Sales

CONTRACTOR'S BID PRICES SHALL INCLUDE ALL SUPERVISION, LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, ADMINISTRATION, OVERHEAD AND PROFIT, AND ANY OTHER INCIDENTALS REQUIRED TO COMPLETE THE WORK TO THE CITY'S SATISFACTION AND READY FOR USE. NO SEPARATE PAYMENT WILL BE MADE FOR ANY OTHER ITEMS, REQUIRED TO BE PERFORMED BY THE CONTRACTOR TO COMPLETE THE WORK, WHICH ARE NOT CONTAINED IN THE ABOVE BID SCHEDULE. ACCORDINGLY, THE CONTRACTOR MUST INCLUDE ALL THE COSTS, FOR THE WORK AND THE SERVICES REQUIRED TO BE PERFORMED OR PROVIDED BY THE CONTRACTOR, IN THE CONTRACTOR'S BID PRICES FOR THE PAY ITEMS CONTAINED ABOVE.

THE FOLLOWING ITEMS AND THE COST OF SUCH WORK ARE SOME EXAMPLES OF WORK FOR WHICH NO PAY ITEMS HAVE BEEN ESTABLISHED AND CONSEQUENTLY THE CONTRACTOR MUST INCLUDE SUCH COSTS IN THE ABOVE BID ITEMS:

Florida

Brevard

West Melbourne

1. Cleanup, removal and disposal of millings or other unsuitable materials,
2. All required testing and quality control of materials or products required to be installed.
3. Maintaining and supporting existing above ground and below ground utility structures, trees, etc.
4. All other General Conditions including insurance, bonding, providing proper safety and sanitary facilities for workers, etc.
5. Prevention, control and abatement of erosion and water pollution.
6. Water requirements for sod.
7. Any other required work or service not included in the Schedule of Bid Items.

Armando Martinez

Universal Contracting & Construction,Inc.

Jason Wadsworth

The City reserves the right to award the contract to either the firm that submits the lowest "Bid Total Price" or the firm that submits the lowest bid price resulting from adding unit prices, provided that said bid is both responsive and responsible.

6th April 2026

BID SECURITY

Accompanying this Proposal is a five percent (5%) **(circle one)** Certified Check, Bid Bond, Cashier's Check in the amount of Dollars ($_____) as bid security.

9.4.2027

*Use City Bond Form

PLEASE COMPLETE AND SUBMIT WITH BID

STATE OF FLORIDA)
COUNTY OF BREVARD)
CITY OF TITUSVILLE)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that **Universal Contracting & Construction, Inc.** as Principal, and **Developers Surety and Indemnity Company** as Surety, are held and firmly bound unto the City of Titusville, in the penal sum of **Five Percent of the Total Bid Amount** (Dollars) ($ **5%**), lawful money of the United States of America, for the payment of which sum well and truly be made, we bid ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid dated **April 7, 2026**, for:

First Avenue Sidewalk & Roadway Improvements Project

NOW THEREFORE,

(a) The principal shall not withdraw said bid within ninety (90) days after date of opening the same, and shall within twenty (20) days after the prescribed forms are presented to him for signature, enter into a written contract with the City, in accordance with the proposal as accepted, and five bonds with good and sufficient surety or sureties, as required, for the faithful performance and proper fulfillment of such contract: and,

(b) In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give bond within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, other wise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals, this **6th** day of **April**, **2026**, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:
If Sole Ownership or Partnership, one (1) Witness is required. If Corporation, Secretary only will attest & affix seal.)

Monica Wadsworth

Director of Operations

Surety Secretary

PRINCIPAL:

Universal Contracting & Construction, Inc.
(Name of Firm)

Affix Seal

(Signature of Authorized Officer)

(Title)

9075 Ellis Road
(Business Address)

Melbourne **FL** **32904**
(City) (State) (zip)

SURETY:

Developers Surety & Indemnity Company
(Corporate Surety)

Affix Seal

Damaris Martinez

(Signature of Authorized Officer)

Damaris Martinez, Attorney-In-Fact
(Title)

59 Maiden Lane, 43rd Floor
(Business Address)

New York **NY** **10038**
(City) (State) (zip)

Insurance Office of America
(Name of Local Insurance Agency)

(Address)

The rate of premium on this bond is **N/A** per thousand.

Total amount of premium charges **N/A** .

(The above must be filled in by Corporate Surety.)

PLEASE COMPLETE AND SUBMIT WITH BID

STATE OF FLORIDA)
COUNTY OF BREVARD)
CITY OF TITUSVILLE)

AFFIDAVIT

Before me, the undersigned authority, personally appeared Armando Martinez who, first being duly sworn, upon his oath deposes and says:

That he/she is the (contractor) (sub-contractor) on the following described public works:

JOB DESCRIPTION: Titusville First Ave Sidewalk & Roadway

CONTRACTOR (SUBCONTRACTOR): Universal Contracting & Construction, Inc.

ADDRESS:

9075 Ellis Road West Melbourne, FL 32904

CONTRACTING AUTHORITY: Armando Martinez

PREVAILING WAGE DETERMINATION NO.: (as applicable)

AND FURTHER AFFIANT SAYETH NOT.

Sworn to and subscribed before me this 6th day of April, 2026.

CORINA COPLEY
Notary Public-State of Florida
Commission # HH 439486
My Commission Expires
September 04, 2027

Corina Copley
Notary Public, State of FL at Large

Sept 4, 2027
My Commission Expires

The contractor shall execute and mail this affidavit to the Florida Department of Commerce, Bureau of Workers' Compensation, Ashley Building, 1321 Executive Center Drive, East, Tallahassee, FL 32301, within ten (10) days of the commencement of work. Copies should be forwarded to the office of the Purchasing & Contracting Administrator.

Acknowledgement Form

State of FLORIDA)

)ss.:

County of SEMINOLE)

On the 6th day of April in the year 2026, before me, the undersigned notary public, personally appeared Damaris Martinez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

MICHAEL SHAWN MCCRACKEN
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 432751
MY COMMISSION EXPIRES AUG. 13, 2027

POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Rose Vittiglio, Barry Page, Bonnie Robbins, Marsha Wendt, Charles Bornazian, Brenna Tuccelli, Jean E. Liu, Damaris Martinez, Audrianna Martinez, and Shawn Carlisi, of Longwood, FL

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective November 14, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this August 7, 2024.

By: Sam Zaza

Printed Name: Sam Zaza

Title: President, Surety Underwriting

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 7 day of August, 2024, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this August 2, 2024.

DocuSigned by:
By: Janie Clark
876B6D3E22364A8...
Janie Clark, Assistant Secretary

Docusign Envelope ID: 5AB920B9-227B-46CB-BD53-C0E3A05A3E46

Ed. 0824

Signed and sealed this 6TH day of April, 2026.

PLEASE COMPLETE AND SUBMIT WITH BID

REFERENCE FORM BIDDER QUALIFICATION QUESTIONNAIRE

Submitted by Universal Contracting and Construction Inc.
Name of Bidder

Contractor's License # CGC1513413

( ) An Individual ( ) A Partnership (x) A Corporation

Federal Identification # 46-3610439

Principal Office Address: 9075 Ellis Road , West Melbourne , Florida 32904

City of Titusville □Yes or ☑No: Other (City/County/Etc.) West Melbourne , FL

Please answer the following:

1. Number of years your firm/company has been in business under present name: 13 years.
2. Is your company incorporated in the State of Florida? x Yes _____ No
3. Headquarter address if different from business address _____
4. How many years' experience in water reclamation filter projects similar in scope and size has your organization had

   As a Contractor? 23 Years As a Subcontractor? _____ years
5. List below (minimum 3/maximum 5) the requested information concerning projects your organization demonstrating years of experience for completed fuel site new and/or replacement projects. (Use additional sheets if necessary). Include the type of work similar to the work included in this contract if possible.

(A) Business/Organization (Nam): City of Palm Bay - Liberty Sidewalk

Address: 1150 Degroodt Rd SW Palm Bay, FL 32908

Contact Person (Name): Josh Hudack Telephone: 321-726-2733

Fax and/or Email: Josh.Hudak@palmbayflorida.org

Date of Service: 06-2023/ 08-2023 Contract Total: $95,8991.52

Description of Service: Sidewalk Demo / Sidewalk Replacement

(B) Business/Organization (Name): City of Sanford

Address: 300 N Park Avenue, Suite 243, Sanford, FL 32771

Contact Person (Name): Jeff Davis Telephone: 407-688-5080

Fax and/or Email: jeff.davis@sanfordfl.gov

Date of Service: 2024-2025 Contract Total: $2,200,000.00

Description of Service: Mellonville Avenue Drainage Improvements

(C) Business/Organization (Name): Cedar Lakes Roadways & Drainage

Address: 450 Maplewood Blvd Cocoa, FL 32926

Contact Person (Name): Tom Marr Telephone: 321-338-45414

Fax and/or Email: cedarlakes.treasurer@gmail.com

Date of Service: 06/2022 - 02/2024 Contract Total: 359,725.25

Description of Service: Demolition and Removal of old Roadways/ Re-grading & Compaction

New Concrete Installation / Maintenance of Traffic / Swale Excavation & Regrading /Vegetation Removal

(D) Business/Organization (Name): City of Palm Bay Code Enforcement

Address: 120 Malabar Rd SE, Palm Bay Fl 32908

Contact Person (Name): Carol Martinussen Telephone: 321-952-3430 Ext 2

Fax and/or Email: Carol.Martinussen@palmbayflorida.org

Date of Service: Continuous Contract Contract Total:

Description of Service: Code Viloation Corrections- Mowing / Tree Removal / land clearing

(E) Business/Organization (Name): City of Oviedo

Address: 400 Alexandria Blvd. Oviedo, FL 32765

Contact Person (Name): Paul Yeargain Telephone: 407-971-5654

Fax and/or Email: pyeargain@cityofoviedo.net

Date of Service: 2/2024-5/2024 Contract Total: $300,000

Description of Service: Drainage repairs for McKinnon & Little Creek Projects

6. Have you ever failed to complete any work awarded to you? If so, where, and why?
NO

7. Give below any information which would indicate the size and capacity of your organization, including number of employees, equipment owned by your organization, etc., which are available for utilization on this Contract. Universal Contracting & Construction, Inc has 10 employees
Each year we complete numerous projects throughout the county & state approx $3mil to $4 mil.

I, the undersigned, do hereby declare that the foregoing statements are true and correct, all as of the date hereinafter set forth, and that those examining this document have my permission to contact any or all of those parties listed in this questionnaire. Incorrect or misleading statements in this questionnaire shall be grounds for a determination of non-responsibility with respect to such contractor.

(SIGNATURE OF BIDDER)

Universal Contracting & Construction
(TYPE OR PRINT COMPANY NAME)

9075 Ellis Road , West Melbourne , Florida 32904
(TYPE OR PRINT ADDRESS)

PLEASE COMPLETE AND SUBMIT WITH BID

DRUG-FREE WORKPLACE CERTIFICATION

In case of tie bids, preference must be given to vendors submitting a certification with their bid/ Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your bid.

In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph. (4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Contractor complies fully with the above requirements.

Director of Sales April 6, 2026

Vendor's Signature, Title, Date

Notary Public Information

STATE OF _____

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of April, 2026 (year), by Armando Martinez (name of person acknowledging).

Corina Copley exp Sept 2027

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Signature of Notary Public -)

Personally Known XX OR Produced Identification _____

Type of Identification Produced _____

CORINA COPLEY
Notary Public-State of Florida
Commission # HH 439486
My Commission Expires
September 04, 2027

PLEASE COMPLETE AND SUBMIT WITH BID

PUBLIC ENTITY CRIMES

Any person submitting a bid, Bid or reply in response to this invitation or a contract, must execute the enclosed form PUR. 7069, sworn statement under section 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid, or proposal. If you are submitting a quote, bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy(ies) of the form are executed by them and are included with your quote, bid, or proposal. Corrections to the form will not be allowed after the quote, bid, or Bid opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or Bid may result in immediate disqualification of your bid or proposal.

The 1989 Florida Legislature passed Senate Bill 458 creating Sections 287.132 - 133, Florida Statutes, effective July 1, 1989. Section 287.132(3)(d), Florida Statutes, requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Section 287.133, Florida Statutes, as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

A public entity may not accept any bid, Bid or reply from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes.

Therefore, effective October 1, 1990, prior to entering into a contract (formal contract or purchase order in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO) to provide goods or services to **THE CITY OF TITUSVILLE**, a person shall file a sworn statement with the contracting officer or Purchasing Director, as applicable. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

THE INCLUSION OF THE SWORN STATEMENT OR AFFIDAVIT SHALL BE SUBMITTED CONCURRENTLY WITH YOUR BID, BID OR REPLY DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE, BID OR BID.

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON **PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the Titusville First Ave Sidewalk & Roadway Improvements Bid/Bid for THE CITY OF TITUSVILLE.

2. This sworn statement is submitted by Universal Contracting & Construction Inc whose business address is 9075 Ellis Road West Melbourne FL 32904 and (if applicable) its Federal Employer Identification (FEIN) is 46-3610439.

3. My name is Armando Martinez (please print name of individual signing) and my relationship to the entity named above is Director of Sales.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, Bid, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

(1) A predecessor or successor of a person convicted of a public entity crime; or

(2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____
(Signature)

Date: 4/6/2026

Notary Public Information

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of April 2026 (year), by Armando Martinez (name of person acknowledging).

Corina Copley exp Sept 2027
(Print, Type, or Stamp Commissioned Name of Notary Public)

Corina Copley
(Signature of Notary Public - State of Florida)

Personally Known XX OR Produced Identification _____

Type of Identification Produced _____

CORINA COPLEY
Notary Public-State of Florida
Commission # HH 439486
My Commission Expires
September 04, 2027

PLEASE COMPLETE AND SUBMIT WITH BID

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Affiant, by virtue of the signature below, certifies that:

1. The Business address of Universal Contracting & Construction Inc (name of bidder or contractor) is 9075 Ellis Road, West Melbourne FL 3904.
2. My relationship to Universal Contracting & Construction Inc (name of bidder or contractor) is Director of Sales (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. Universal Contracting & Construction Inc. (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. Universal Contracting & Construction Inc. (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. Universal Contracting & Construction Inc. (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

Signature	Armando Martinez	Director of Sales	Universal Contracting & Construction Inc.
	Printed Name	Title	Name of bidder or contractor

Notary Public Information

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of April, 2026, by Armando Martinez.
(year) (name of person acknowledging).

Corina Copley Exp. Sept 2027
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Signature of Notary Public -)

Personally Known XX OR Produced Identification _____

Type of Identification Produced _____

CORINA COPLEY
Notary Public-State of Florida
Commission # HH 439486
My Commission Expires
September 04, 2027

PLEASE COMPLETE AND SUBMIT WITH BID

City of Titusville
E-Verify Affidavit

Obligation for State Funded Contracts:

Executive Order 11-116, which supersedes Executive Order 11-02, directs all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

In accordance with Executive Order 11-116, City of Titusville requires all vendors doing business with the City who are awarded state-funded contracts to verify employee eligibility using the E-Verify system. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (http:// www.uscis.govle-verify) and follow the instructions. The employer must, as usual, retain the 1-9 Forms for inspection.

By affixing your signature below, you hereby affirm that you will comply with E-Verify requirements.

Federal Employer Identification Number (FEIN): 46-3610439

Armando Martinez	Director of Sales	
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

Universal Contracting & Construction Inc	April 6, 2026
Name of Contractor	Date

9075 Ellis Road West Melbourne	FL	32904
Address of Contractor	State	Zip Code

Notary Public Information

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of April, 2026 (year), by Armando Martinez (name of person acknowledging).

Corina Copley Exp Sept 2027	
(Print, Type, or Stamp Commissioned Name of Notary Public)	(Signature of Notary Public -)

Personally Known XX OR Produced Identification _____

Type of Identification Produced _____

CORINA COPLEY
Notary Public-State of Florida
Commission # HH 439486
My Commission Expires
September 04, 2027

PLEASE COMPLETE AND SUBMIT WITH BID

FORM OF NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

STATE OF Florida
COUNTY OF Brevard

I state that I Armando Martinez Project Coordinator (Name and Title) of Universal Contracting & Construction Inc (Name of Firm) am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.

2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.

3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher that the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.

4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. Universal Contracting & Construction Inc (Name of Firm), its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Notary Public Information

STATE OF Florida
COUNTY OF Brevard

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 6th (day) day of April (month), 2026 (year), by Armando Martinez (name of person acknowledging).

Corina Copley
Notary Public Signature

(Affix Notary Stamp or Seal)

Corina Copley
Print, Type or Stamp Name of Notary

My commission expires: Sept. 04, 2027

CORINA COPLEY
Notary Public-State of Florida
Commission # HH 439486
My Commission Expires
September 04, 2027

PLEASE COMPLETE AND SUBMIT WITH BID

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Titusville (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Universal Contracting & Construction Inc, a non-governmental entity and I am authorized to provide this affidavit on behalf of Nongovernmental Entity)
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Company: Universal Contracting & Construction Inc
Authorized Signature: _____
Printed Name: Armando Martinez
Title: Director of Sales

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 th day of April, 20 26, by Armando Martinez, as Director of Sales on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

Corina Copley
Notary Public Signature
Print, Type or Stamp Name of Notary: Corina Copley My commission expires: Sept 2027

(Affix Notary Stamp or Seal)

CORINA COPLEY
Notary Public-State of Florida
Commission # HH 439486
My Commission Expires
September 04, 2027

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Armando Martinez, certify that I am the Secretary of the Corporation named as Principal in the within bond, that Armando Martinez who signed the said bond on behalf of Universal Contracting & Construction,Inc. the principal, was then Director of Sales of said corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and on behalf of said corporation by authority of its governing body.

(Corporate_____(Seal)
Secretary

STATE OF Florida
COUNTY OF Brevard
CITY OF West Melbourne

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared: Armando Martinez to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the Universal Contracting & Construction,Inc., and that he has been authorized by Jason Wadsworth to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Titusville, Florida.

Subscribed and sworn to before me this 6th day of April, 2026,

INSTRUCTIONS: Bid Bonds must be accompanied by an affidavit and a Power of Attorney, in compliance with Instructions to Bidders.

Corina Copley
Notary Public

9.4.2027
My Commission Expires

CORINA COPLEY
Notary Public-State of Florida
Commission # HH 439486
My Commission Expires
September 04, 2027

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATE

I HEREBY CERTIFY that a meeting of the Board of directors of Universal Contracting & Construction,Inc. corporation under the laws of the State of Florida held on the 6th day of April 2026, the following resolution was duly passed and adopted:

"RESOLVED, that Armando Martinez, as Director of Sales (title) of the corporation, is hereby authorized to execute the contract 6th day of April, 2026, between the CITY OF TITUSVILLE, a municipal corporation, and this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed shall be the official act and deed of this corporation."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 6th day of April, 2026.

Secretary

Notary Public Information

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of April, 2026 (year), by ARMANDO MARTINEZ (name of person acknowledging).

Corina Copley

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Signature of Notary Public)

Personally Known XX OR Produced Identification _____

Type of Identification Produced _____

CORINA COPLEY
Notary Public-State of Florida
Commission # HH 439486
My Commission Expires
September 04, 2027

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATION REGARDING LOBBYING

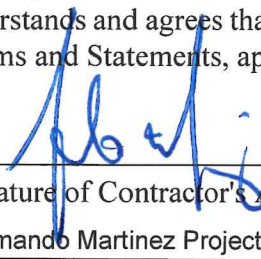
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Universal Contracting & Construction Inc , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Armando Martinez Project Coordinator

Name and Title of Contractor's Authorized Official

April 6th 2026

Date

PLEASE COMPLETE AND SUBMIT WITH BID

FLORIDA TRENCH SAFETY ACT
CERTIFICATION AND DISCLOSURE STATEMENT

The undersigned acknowledges the requirements of the Florida Trench Safety Act., F.S., (Section 553.60 et. seq. Florida statutes), and hereby commits the Bidder to the following in the performance of the work in the event that the subject contract is awarded to and executed by said Bidder.

1. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State Standard until such time as the State of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.

2. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.

3. The Contractor shall consider the geotechnical data available from the City, if any, the Contractor's own sources, and all other relevant information in providing the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibility for the selection of the data on which he relies in providing the safety system, as well as for the system itself.

4. The amounts that the Bidder has set forth for pipe installation includes the following excavation / trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit prices shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Contract time or price shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
a.	Structure	Lump Sum	1	1,500	$1,500
b.	Pipe	LF			
c.					
d.					
e.					

For Information Only, Not for Payment Purposes $
Bidder may use additional sheets as necessary to extend this form.
Failure to complete the above may result in the bid being declared non-responsive.

5. The amount disclosed is the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as may otherwise be provided).

6. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representative has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

Universal Contracting and Construction Inc.

Company

Armando Martinez Director of Sales

Name and Title

Address:

9075 Ellis Road

West Melbourne , FL 32904

Telephone:(321-508-4444

END OF FLORIDA TRENCH SAFETY ACT STATEMENT

PLEASE COMPLETE AND SUBMIT WITH BID

PERFORMANCE OF WORK BY SUBCONTRACTORS

The BIDDER hereby states that he proposes, if awarded the Contract, to use the following subcontractors on this project: List below all proposed subcontractors and trade specialties and costs. (List only one subcontractor for each trade.) Write on back or provide additional pages if additional space is needed.

Subcontractor #1	
Contractor Name: NONE	
Address:	
Contact Person (Name):	Telephone:
Email:	Trade Specialty:
UEI #	Cost of Subcontractor Work:
Subcontractor #2	
Contractor Name: NONE	
Address:	
Contact Person (Name):	Telephone:
Email:	Trade Specialty:
UEI #	Cost of Subcontractor Work:
Subcontractor #3	
Contractor Name: NONE	
Address:	
Contact Person (Name):	Telephone:
Email:	Trade Specialty:
UEI #	Cost of Subcontractor Work:
Subcontractor #4	
Contractor Name: NONE	
Address:	
Contact Person (Name):	Telephone:
Email:	Trade Specialty:
UEI #	Cost of Subcontractor Work:
Subcontractor #5	
Contractor Name: NONE	
Address:	
Contact Person (Name):	Telephone:
Email:	Trade Specialty:
UEI #	Cost of Subcontractor Work:

Signature

Armando Martinez Project Coordinator

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Contractor Covered Transactions

(1) The prospective contractor Universal Contracting & Construction,Inc. of the City of Titusville, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

Universal Contracting & Construction Inc
CONTRACTOR:

CITY OF TITUSVILLE:

Armando Martinez Director of Sales
Name and Title

Contract Number

9075 Ellis Road
Street Address

West Melbourne, FL 32904
City, State, Zip

Date April 6, 2026

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective Consultant, or any of their proposed subconsultants, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

1. Bidder has participated in a previous contract or subconsultant subject to the Equal Opportunity Clause.

   x Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

   x Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions.

   x Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? _____ Yes x No

Armando Martinez Director of Sales

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

April 6, 2026

DATE

PLEASE COMPLETE AND SUBMIT WITH BID

DISCLOSURE FORM

FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF $100,000 OR MORE

Summary of Form: In order for the City to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the City, or receive a grant from the City, where said contract or grant has a value of $100,000 or more must disclose to the City (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as 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 Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one 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. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER $100,000. If yes, this disclosure form has been completed. Please sign and date at the bottom.

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER $100,000. If yes, proceed to the next question.

YES / NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

SECTION II. Please answer yes or no to the statement below:

YES / NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as 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 Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of $50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.

YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online:_____

Name of Bidder/Grantee:_____

Mailing Address of Bidder/Grantee:_____

Value of the Contract/Grant or Gift:_____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern:_____

Date of Termination of the contract or interest with the Foreign Country of Concern:

Date of Receipt of the Contract/Grant or Gift:_____

Name of the agent or controlled entity that is the source or interest holder:

_____

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

_____

Title: Director of Sales Date: April 6, 2026

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of April, 2026, by Armando Martinez Director of Sales
(year) (name of person acknowledging).

Corina Copley Exp Sept 2027 _____
(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public)

Personally Known xx OR Produced Identification _____

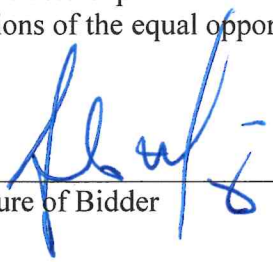
Type of Identification Produced _____ EIN of Prospective Contractor 46-3610439

CORINA COPLEY
Notary Public-State of Florida
Commission # HH 439486
My Commission Expires
September 04, 2027

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction Contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis or race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.



Signature of Bidder

Director of Sales

Title

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATION OF COMPLIANCE WITH U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT – COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CDBG and HUD Supplemental Conditions for Construction Agreements
REQUIRED AGREEMENT CLAUSES

This certification involves an agreement/award which will be funded with funds received by the City of Titusville, Brevard County under CDBG Federal Grant Program.

I certify, as the undersigned prospective construction contractor or subcontractor, that I have read the clauses set forth in

Attachment A
Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards and 2 CFR Part 1, 84 Buy America Preferences for Infrastructure Projects

Attachment B
Davis Bacon Wage - General Decision Number: FL FL20250240 - Highway

Attachment C
HUD Federal Labor Stands and Supplementary Conditions and understand and agree to the incorporation of the requirements and clauses into the bid and as Special Provisions in the Agreement documents, in any resulting Award which may be executed between the City/Owner.

Attachment D
General Contract Conditions for Small Construction/Development Contracts: The Contract clauses included are applicable and must be inserted into small construction/development contracts, greater than $2,000 but not more than $250,000.

I agree that I will obtain identical certifications from prospective subcontractors prior to the award of any lower-tire subcontracts. I agree that I will retain such certifications in my files.

Signature of Authorized Official

Armando Martinez Director of Sales
Name and Title of Authorized Official – print/type

Universal Contracting & Construction Inc
Name of Prospective Contractor print/type

9075 Ellis Road

West Melbourne FL 32904
Address of Prospective Contractor – print/type

321-508-4444
Telephone Number of Prospective Contractor – print/type

April 6, 2026
Date

PLEASE COMPLETE AND SUBMIT WITH BID

DISCLOSURE FORM

FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF $100,000 OR MORE

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I. SECTION I. Please answer yes or no to each statement below:

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER $100,000. If yes, this disclosure form has been completed. Please sign and date at the bottom.

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER $100,000. If yes, proceed to the next question.

YES / NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

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YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

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Name of Bidder/Grantee:_____

Mailing Address of Bidder/Grantee:_____

Value of the Contract/Grant or Gift:_____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern:_____

Date of Termination of the contract or interest with the Foreign Country of Concern:

Date of Receipt of the Contract/Grant or Gift:_____

Name of the agent or controlled entity that is the source or interest holder:

_____

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

_____

Title: Director of Sales Date: April 6, 2026

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of April, 2026, by Armando Martinez Director of Sales
(year) (name of person acknowledging).

Corina Copley Exp Sept 2027 _____
(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public)

Personally Known xx OR Produced Identification _____

Type of Identification Produced _____ EIN of Prospective Contractor 46-3610439

CORINA COPLEY
Notary Public-State of Florida
Commission # HH 439486
My Commission Expires
September 04, 2027

BID TABULATION

City of Titusville
Purchasing & Contracting Division

SOLICITATION TITLE: First Avenue Sidewalk & Roadway Improvement Project -FY26 CDBG
SOLICITATION #: CN-26-B-028MG
OPENING DATE/TIME: April 7, 2026 @ 3:00pm
POSTING DATE/TIME: April 10, 2026 @ 4:30pm

				Universal Contracing & Consturction		SDV Services LLC.		Premier Paving, LLC		AJ General Construction Services, Inc.		W.T. Comp Inc.		Rogar Management & Consulting of FL, LLC		Cathcart Construction Company - Florida, LLC		Garcia Civil Contractors		Masci General Contractor, Inc.	
ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION-GENERAL CONDITIONS & DEMOBILIZATION	1	LS	$23,500.00	$23,500.00	$40,000.00	$40,000.00	$30,000.00	$30,000.00	$60,000.00	$60,000.00	$30,102.76	$30,102.76	$15,000.00	$15,000.00	$45,000.00	$45,000.00	$75,000.00	$75,000.00	$75,600.00	$75,600.00
2	MAINTENANCE OF TRAFFIC	1	LS	$17,000.00	$17,000.00	$5,000.00	$5,000.00	$30,000.00	$30,000.00	$16,000.00	$16,000.00	$13,978.04	$13,978.04	$5,000.00	$5,000.00	$8,000.00	$8,000.00	$21,764.02	$21,764.02	$10,000.00	$10,000.00
3	EROSION CONTROL	1	LS	$6,800.00	$6,800.00	$2,500.00	$2,500.00	$5,000.00	$5,000.00	$2,750.00	$2,750.00	$1,294.46	$1,294.46	$2,000.00	$2,000.00	$7,500.00	$7,500.00	$9,725.26	$9,725.26	$10,000.00	$10,000.00
4	CLEARING, GRUBBING AND DEMOLITION OF EXISTING CONCRETE, ASPHALT AND BASE	1	LS	$20,500.00	$20,500.00	$60,000.00	$60,000.00	$30,000.00	$30,000.00	$60,000.00	$60,000.00	$67,620.96	$67,620.96	$15,000.00	$15,000.00	$40,000.00	$40,000.00	$126,374.98	$126,374.98	$250,000.00	$250,000.00
5	CURB INSTALLATION	3,250	LF	$28.50	$92,625.00	$30.00	$97,500.00	$32.00	$104,000.00	$37.00	$120,250.00	$32.18	$104,585.00	$49.00	$159,250.00	$55.00	$178,750.00	$25.33	$82,322.50	$43.90	$142,675.00
6	6" SIDEWALK AND DRIVEWAYS INCLUDING EXCAVATION AND DETECTABLE WARNING SURFACES	1,675	SY	$55.00	$92,125.00	$108.00	$180,900.00	$110.00	$184,250.00	$85.00	$142,375.00	$88.32	$147,936.00	$115.00	$192,625.00	$115.00	$192,625.00	$84.63	$141,755.25	$125.90	$210,882.50
7	PERFORMANCE TURF	1,085	SY	$11.25	$12,206.25	$10.00	$10,850.00	$4.50	$4,882.50	$15.00	$16,275.00	$6.98	$7,573.30	$12.00	$13,020.00	$7.00	$7,595.00	$14.93	$16,199.05	$5.50	$5,967.50
8	MILLING	3,450	SY	$5.00	$17,250.00	$5.00	$17,250.00	$7.00	$24,150.00	$12.00	$41,400.00	$12.10	$41,745.00	$18.00	$62,100.00	$7.00	$24,150.00	$9.95	$34,327.50	$4.15	$14,317.50
9	SP-9.5 ASPHALT	285	TNS	$135.00	$38,475.00	$210.00	$59,850.00	$275.00	$78,375.00	$275.00	$78,375.00	$532.40	$151,734.00	$450.00	$128,250.00	$245.00	$69,825.00	$253.13	$72,142.05	$172.59	$49,188.15
10	INLET CONVERSION	5	EA	$5,900.00	$29,500.00	$5,000.00	$25,000.00	$4,000.00	$20,000.00	$2,575.00	$12,875.00	$4,276.16	$21,380.80	$1,500.00	$7,500.00	$8,000.00	$40,000.00	$9,902.55	$49,512.75	$12,750.00	$63,750.00
		Number of days to complete		30		90		30		30		30		30		30		30		30	
		GRAND TOTAL BID PRICE		$349,981.25		$498,850.00		$510,657.50		$550,300.00		$587,950.32		$599,745.00		$613,445.00		$629,123.36		$832,380.65	

Non-Responsive Bids:

Additional notes:

INTENDED AWARD: Universal Contracing & Consturction

Pursuant to Florida Statutes, Chapter 120.57, any person who is adversely affected by the City's decision or intended decision shall file a written notice of protest with the Purchasing & Contracting Administration Division within 72 hours after the posting (electronic or otherwise) of one of the following, whichever occurs first: (i) notice of decision or (ii) bid tabulation stating the intended decision. The nature of the protest must be followed within ten (10) days of filing a formal written notice fully detailing all elements, which promulgated the protest. All decisions of the governing body are final. Failure to file a protest within the time prescribed in section 120.57(3), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

INITIALS: MBG / TB

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Titusville Bus Bench Program**

Department/Office: Purchasing and Contracting

Recommended Action:

(1) Approve termination of the March 9,1993 Agreement with Metropolitan Systems Inc. and (2) Approve and authorize the Mayor to execute the new 10-year License Agreement with a 5-year extension at the City's discretion with Creative Outdoor Advertising of America Inc. for the modernization and continued operation of the City's bus bench program.

Summary Explanation & Background:

The City and Metropolitan Systems Inc. entered into a formal agreement dated March 9, 1993 for the placement of advertising benches within the City. In February 2019, Metropolitan Systems Inc. joined the COA Family of Companies and became part of Creative Outdoor Advertising of America Inc. In June 2025, COA approached the City with a proposal to modernize the existing bus bench infrastructure citywide.

The current request seeks Council approval to:

1. Terminate the existing 1993 Agreement; and
2. Approve a new ten (10) year License Agreement for the placement of street benches within the jurisdiction of the City.

The proposed agreement provides updated terms and conditions consistent with current ADA standards, maintenance requirements, revenue provisions, insurance requirements, and regulatory compliance standards. The agreement also establishes enhanced reporting, auditing rights, and modernization standards for installation and maintenance of amenities. The Public Works Department has reviewed available design options and selected:

- Color: Green
- Model**:** 2026 – The Lexington (Standard) – New Design

All installations will be subject to approval by the City Manager or designee and will comply with ADA standards and City placement criteria.

The City will receive net revenue-sharing provisions as outlined in the agreement. The updated agreement provides for payments based on either:

- $100 per sold commercial display unit per year; or
- Twenty percent (20%) of net advertising revenues, whichever is greater.

Staff recommends approval as the updated terms modernize infrastructure at no cost to the City and ensure ADA compliance, and provide improved oversight.

Alternatives:
Continue with 1993 Titusville Agreement

Item Budgeted:
No fiscal impact or appropriation required from the City budget.

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

Supports community amenities, ADA compliance, public convenience at transit/pedestrian locations.

ATTACHMENTS:
1. Titusville 1993
2. Public Seating Design and Color
3. Bench Agreement COA

PROPOSAL-AGREEMENT

WHEREAS, it is everywhere recognized that physical rest is essential to human well being as well as welcomed by all people, the CITY OF Titusville, FLORIDA, hereinafter referred to as the "City," has determined that the installation and presence of a public seating service within the corporate limits of the City would fulfill a collateral public transportation need and be of continuing benefit to the general traveling public, and to others, and

WHEREAS, the City is charged with the public interest and, accordingly, as a proprietary function is desirous of having placed within its corporate limits, at transit stops and/or at other points of pedestrian convenience or necessity, benches designed for comfortable seating in order that such benches may inure to the convenience and enjoyment of those who use public transportation, and of others; and

WHEREAS, METROPOLITAN SYSTEMS, INC., a corporation, hereinafter referred to as the "Service Company," is engaged in the manufacture and installation of benches as an ordinary and desirable incident of city and county streets; and

WHEREAS, the Titusville Jaycees Inc. and the _____, hereinafter referred to as the "Clubs," are desirous of sponsoring or co-sponsoring as a community project for the benefit and accommodation of the general traveling public, and of others, the placement of benches at transit stops and/or at other points of pedestrian convenience or necessity within the corporate limits of the City and, to that end, have entered into agreements with the Service Company.

NOW, THEREFORE, in consideration of the premises, the Clubs and the Service Company join in making the following proposal to the City, whereby, upon the acceptance of such proposal by the City, the said desires of the City and of the Clubs can be realized:

1. The Service Company, its successors and assigns, shall install and at all times hereunder shall continue to furnish benches, as hereinafter provided, upon public space within the corporate limits of the City (as now constituted or hereafter enlarged) in a quantity sufficient, in the judgment of the City reasonably exercised, to establish a public seating service within the City for the benefit of the general traveling public as well as for the benefit of others. In order to fund such public seating service, the Service Company, its successors and assigns, shall have the right to lease display space on said benches, as hereinafter provided for both public service and commercial messages.

2. Benches placed within the corporate limits of the City, as herein provided, shall be governed by and subject to the following general criteria:

   a. No bench shall be more than forty-three (43) inches high nor more than seventy-four (74) inches long nor more than twenty-eight (28) inches wide.

   b. Construction shall be of concrete and wood or of equivalent materials.

c. Benches shall be placed at transit stops and/or at other points of pedestrian convenience or necessity and such placement shall be subject to review by the City so that no bench shall be permitted to cause a public sidewalk to be closed to pedestrian passage or to create a hazard or to otherwise be detrimental to the public safety.

d. No bench, unless otherwise authorized, may be placed so that the angle of its long diversion in relation to the curb line shall be greater than thirty degrees (30°), and no bench, unless otherwise authorized, may be placed so that it is closer than eighteen (18) inches to the face of the curb.

e. Not more than one (1) bench displaying a commercial message or intended for the display of a commercial message shall be permitted at a particular location.

f. Display space shall be restricted to the backrest area of the bench and shall not be greater than six (6) feet in length and two (2) feet in height. No commercial message displayed thereon shall appear other than on the front or rear surface of such backrest area. Should any message be deemed objectionable in the judgment of the City reasonably exercised, then, upon notice to the Service Company such message shall forthwith be removed by the Service Company.

Should any bench fail to conform to the above general criteria or should a property owner object to the presence of a bench abutting his property then the City may order the Service Company to remove such bench and, that failing, may remove same at the expense of the Service Company.

3. The City shall reserve the right to, upon notice to the Service Company, order the removal of any particular bench which the City, in its judgment reasonably exercised, believes not to be located to the public benefit. Should the Service Company fail to remove such bench then the City may remove same at the expense of the Service Company.

4. At all times hereunder the benches which are the subject of this proposal shall remain the property of the Service Company and the Service Company shall maintain said benches in a good and substantial state of repair. At all times hereunder the land upon which the benches are placed shall not be in the legal possession or control of the Service Company but shall only be subject to the necessary installation and maintenance of the benches.

5. The Service Company shall at all times hereunder maintain public liability insurance and shall provide the City with a Certificate of Insurance as evidence of same; the insurance shall be in the minimum amount of One Hundred Thousand Dollars ($100,000.00) for individual injury and One Million Dollars ($1,000,000.00) for more than one injury resulting from one accident and Fifty Thousand Dollars ($50,000.00) for property damage and if and when such minimum amounts become deficient, in the judgment of the City reasonably exercised, then such amounts shall be appropriately increased upon the written request of the City. Further, within the above stated insurance limits, the Service Company shall indemnify and save harmless the City from and against all claims, losses and expenses, including court costs and reasonable attorney's fees, arising out of or resulting from any

wrongful or negligent act on the part of the Service Company in the installation and maintenance of benches hereunder.

6. It is intended that the program for the placement and continued maintenance of benches established by the acceptance of this proposal by the City be quasi-commercial in nature, accordingly, such program shall be sponsored or co-sponsored by the Clubs, however, notwithstanding anything herein to the contrary, such sponsorship shall be the Clubs' only right and obligation hereunder. The benches shall be referred to as the "Clubs' benches." Should the Clubs at any time and for any reason be compelled to withdraw as sponsors of the public seating service established by the acceptance of this program by the City so as to leave no sponsoring organization for such program then the Service Company shall within a reasonable time thereafter join with another civic, service or charitable organization or organizations as sponsor of such service and the City shall be notified of such sponsorship.

7. Should the Service Company be found to be in default of any of the conditions herein, it shall be given notice in writing and a reasonable time, not to exceed thirty (30) days, to correct same. In the event that the Service Company should fail to correct such default within a reasonable time after receipt of notice of same the City may, at its option, terminate the rights and obligations created by the acceptance of this proposal upon the giving of ninety (90) days notice in writing to the Clubs and to the Service Company. Should such termination duly occur, or should the rights and obligations to provide public seating as set forth herein cease for any other reason, then the Service Company shall be allowed an additional six (6) month period to remove its benches.

8. Where notice to the Service Company and/or to the Clubs is required or otherwise given pursuant to the agreement created by the acceptance of this proposal by the City it shall be in writing, sent by registered or certified mail, to the relevant principal office(s) with return receipt(s) requested.

9. It is expressly understood and agreed that the rights and obligations created by the acceptance of this proposal by the City shall remain in full force and effect for a period of twelve (12) years from and after the date of such acceptance and, thereafter, so long as the Service Company performs as provided herein and so long as the Clubs, or either of them including successors, if any, sponsor the public seating service established herein, then, and in that event, such rights and obligations shall self-extend and renew for like periods without restriction upon the same terms, covenants and conditions.

10. Should any one or more of the provisions hereof be found invalid or unenforceable by a court of competent jurisdiction then such provision or provisions shall be null and void and shall be deemed severed from the whole and such finding shall be without effect upon the remaining provisions which remaining provisions shall continue in full force and effect provided that the rights and obligations of the parties contained herein are not materially prejudiced and that the intentions of the parties continue to be effective.

11. The agreement created by the acceptance of this proposal by the City supersedes all prior negotiations, understandings, representations or agreements between the parties hereto, whether written or oral, with respect to the subject matter contained herein and with respect to the area intended hereunder.

12. It is understood and agreed that the agreement created by the acceptance of this proposal by the City shall take effect one hundred and twenty (120) days from and after the date of such acceptance and that time shall be of the essence of such agreement. It is further understood and agreed that the rights and obligations created by the acceptance of this proposal by the City shall be exclusive and shall not be conditioned upon the City being served by a mass transit system.

13. Should the City desire to have transit shelters installed at designated transit stops within its corporate limits which shelters are to be funded by the display of commercial messages, the Clubs, together with the Service Company, shall have the right of first refusal for the installation and operation of such shelters together with the display space thereon.

14. And the further conditions:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by the persons duly authorized to sign in their behalf.

SIGNED, SEALED AND DELIVERED ON THE 9th DAY OF March, 1993, IN THE PRESENCE OF:

Titusville Jaycees Inc.
CLUB

ATTEST: Ronnie Hansen
Secretary

By Donald Kinsted (SEAL)
President

_____
CLUB

ATTEST: _____
Secretary

By _____ (SEAL)
President

METROPOLITAN SYSTEMS, INC.

ATTEST: Sara K. Ellis
Secretary

By _____ (SEAL)
Vice President

CITY OF Titusville, FLORIDA

ATTEST: Janet R. Camacho
Janet R. Camacho, City Clerk

By Thomas R. Mariani (SEAL)
Thomas R. Mariani, Mayor

Date of Acceptance by City of Titusville, Florida 3/9/93.

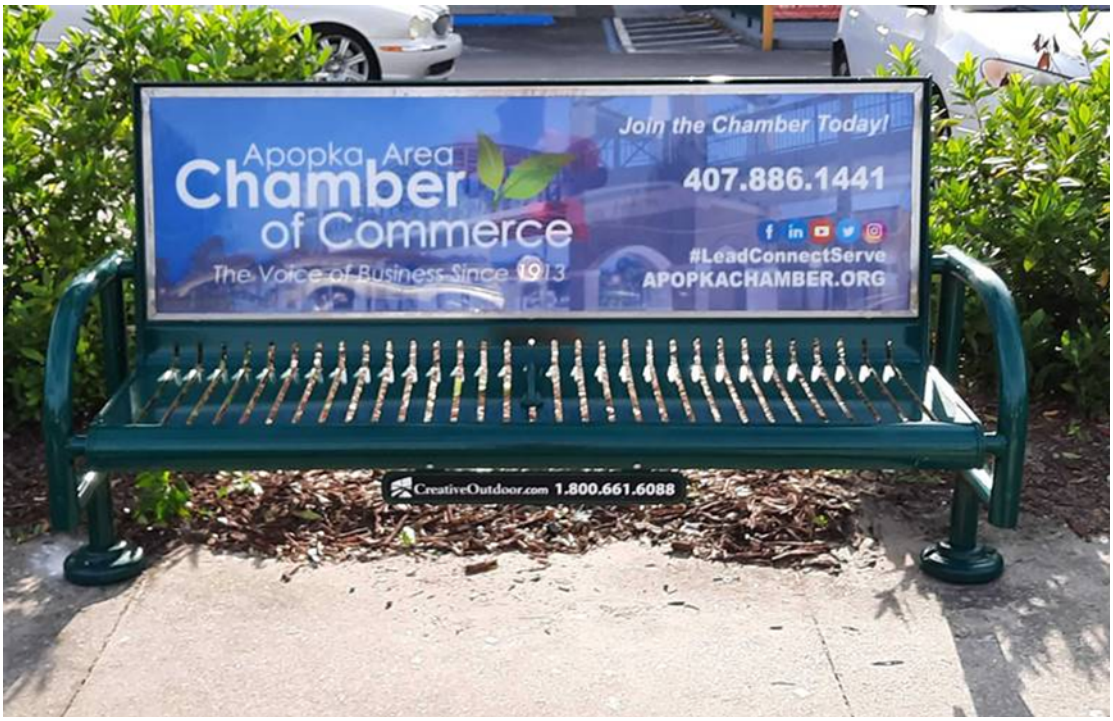
Approved as to form and legal sufficiency:

Dwight W. Severs, City Attorney

Approved as to Content:

Randall H. Reid, City Manager

Public Seating Design and Color



LICENSE AGREEMENT – CITY OF TITUSVILLE, FLORIDA

ADVERTISING TRANSIT AMENITIES AND STREET FURNITURE 2026

THIS LICENSE AGREEMENT MADE THIS _____ DAY OF _____ IN THE YEAR _____

BETWEEN:

CITY OF TITUSVILLE, FLORIDA

(Hereinafter called the "CITY")

- And -

[CURRENT LEGAL ENTITY NAME – SUCCESSOR TO METROPOLITAN SYSTEMS INC.]

CREATIVE OUTDOOR ADVERTISING OF AMERICA INC.

(Hereinafter called "COA")

WHEREAS COA is engaged in providing Streetscaping™ transit Amenities and related appurtenances and selling advertising space thereon for the purpose of advertising goods and services; and

WHEREAS the City and Metropolitan Systems Inc. (predecessor-in-interest to COA) entered into an agreement dated March 9, 1993 (the "1993 Agreement") for the placement of advertising benches within the CITY; and

WHEREAS the parties now desire to **terminate the 1993 Agreement** and enter into a new agreement for the placement of street benches on untraveled portions of public roadways within the jurisdiction of the CITY;

NOW THEREFORE IN CONSIDERATION OF the mutual covenants hereinafter contained, the parties do hereby agree as follows:

DEFINITIONS

1. For the purposes of this Agreement,

   1.1. "**Street Furniture**" means the actual piece of functioning street furniture placed by COA within the City right of way such as the seating, recycling container, bus shelter, bike rack, trash can, or newspaper box organizer with integrated trash receptacles and/or recycling containers.

1.2. "**Amenities**" means: Units installed by COA, with or without advertising faces, that are modular or individual, that incorporate, or are Seating units, recycling units, bus shelters, bike racks, trash cans, newspaper box organizers with integrated trash receptacles, recycling containers, (where agreed upon), advertising faces, a mounting pad for each Amenity, and; for maintenance purposes, an area of three feet surrounding all visible vertical sides of each piece of street furniture, except where the 3 feet surrounding encroaches upon a mounting pad or piece of street furniture provided or installed by a 3rd party. The parties agree that the style and design of the Amenities provided are to be approved by the CITY MANAGER, or designee.

1.3. "**CITY** " means the incorporated entity known as the City of Titusville, Florida.

1.4. "**CITY MANAGER**" means the City of Titusville CITY MANAGER or his or her designee.

1.5. "**Net Advertising Revenue**" means the total revenue collected from all sponsorship/advertising space leases within the jurisdictional territory covered under this Agreement, less any necessary chargebacks or credits issued to sponsor clients and/or reasonable and actual expenses such as, but not limited to, posting fees, outside sales commissions, design fees, printing fees, regulatory compliance fees, including taxes, permitting fees, amortorized unit purchase and installation costs, and maintenance costs as provided in this Agreement.

TERM

1.6. The term of this Agreement shall be Ten (10) years commencing May 1, 2026 and ending April 30, 2036 (the "Term") unless terminated earlier pursuant to the terms of this Agreement.

1.7. This Contract may be extended for an additional Five (5) year period by the CITY at CITY's sole discretion. The CITY shall provide written notice of its intent to renew by issuing a letter to COA at least One Hundred and Eighty (180) days prior to the expiration of this contract.

1.8. The term length as set out in clause 1.5 will commence at COA's receipt of the municipal authorizations required to install the Amenities pursuant to this Agreement. The CITY will not count the wait period towards this Agreement term.

INSTALLATIONS & MAINTENANCE

2. All benches installed by COA will be installed in accordance with sections 302.1, 303.1, 303.2, 303.3, 303.4, 305.2, 305.3 and 903.5 of the Americans with Disabilities ACT (ADA). All Amenities shall comply with Florida Statutes §337.408, FDOT standards, AASHTO guidelines, and the Florida Building Code, including applicable wind load requirements.

3. COA agrees to install all Amenities on a mounting pad unless a suitable base exists. Where a mounting pad does not exist and is required, COA agrees to install, at COA's sole expense, a mounting pad for every Amenity installed pursuant to this Agreement. COA shall be responsible for ensuring that all mounting pads provide for

the safe movement of pedestrians to, from and around the Amenity.

4. COA agrees during the construction or installation of the Amenities to keep each location in a clean and orderly condition and remove all waste and unusable material from each location upon completion of the construction or installation of each Amenity or as required by the CITY MANAGER.

5. COA shall be solely responsible for obtaining all authorizations and the like before any Amenity is installed and for any other work undertaken by COA pursuant to this Agreement. Any fees paid for such authorizations shall be deducted from revenue paid to the CITY.

6. The CITY authorizes COA to install amenities on untraveled portions of public roadways within the jurisdiction of the City of Titusville:

   6.1. COA agrees to install Amenities at locations that are identified by COA and approved by the CITY MANAGER.

   6.2. Amenities will be placed at locations within the CITY as mutually determined by the CITY MANAGER and COA. Both the CITY MANAGER and COA may request sites anywhere in the CITY, but final approval of all sites rests with the CITY MANAGER.

   6.3. Amenities cannot be placed within the traffic sight triangle.

7. Amenities must not interfere with the pedestrian right of way.

8. COA shall maintain all Amenities as defined herein in good repair and is solely responsible for ensuring the provision of normal maintenance to those amenities as follows:

   8.1. to keep the grass trimmed,

   8.2. to keep the area free of debris,

   8.3. to keep the Amenities clean and free of graffiti, and

   8.4. to inspect amenities for damage during regular maintenance and make arrangements for timely repair. COA shall provide normal maintenance to the amenities once a month or as often as reasonably required, limited to a maximum of 1 visit per week. If an Amenity requires more than 2 visits per week, the contractor has the right to remove the Amenity or the CITY and Contractor may reach a mutually agreeable alternative solution.

9. COA agrees to continuously maintain all Amenities and keep them free from damage and to protect the property of the CITY from injury or loss.

10. The CITY agrees to enforce applicable ordinances with regards to the placement of larger than casual volumes of trash or leaving household trash bags on COA pads.

11. It is acknowledged by the parties that, in the selection of each location, consideration will be given to the

convenience of the public. It is further acknowledged that the placement of the Amenities shall be in such a manner so as not to obscure signs, transit stops or interfere with the visibility or effectiveness of advertising on transit shelters. The placement of all Amenities must be approved by the CITY MANAGER although COA has the right to refuse to install at any location. The CITY will permit installations at up to a 30-degree angle provided the placement does not impede sidewalk traffic or otherwise create a danger to citizens.

12. COA shall comply with all requirements of the CITY with respect to parking and street occupancy during all installations and maintenance of Amenities.

13. COA will not service the amenities during special events due to road closures and other unforeseeable reasons, the CITY and / or the Event Organizers must supplement our service with the CITY's own roadside activities.

14. Maintenance information going back as far as 12-months from the current date will be available to the CITY via COA's municipal website portal. Login credentials to the municipal portal website shall be provided to the CITY by COA.

EMERGENCY REPAIR - MAINTENANCE

15. The CITY may provide written (including email or text) notice to COA when any Amenity requires regular maintenance or repair and COA, as soon as is reasonably possible, and not later than 48 hours after the giving of such notice, shall undertake the maintenance or repair required at COA's sole expense.

16. The CITY may provide written (including email or text) notice to COA when any Amenity requires emergency maintenance or repair if its condition is such that, in the CITY MANAGER's sole opinion, the condition renders a serious danger to the public. In such an event, COA as soon as possible and not later than 24 hours after the giving of such notice, repair and make safe the Amenity at COA's sole expense and to the satisfaction of the CITY MANAGER.

REMOVAL AND RELOCATION

17. COA acknowledges and agrees that the CITY shall have the right to order the removal or relocation of any Amenity installed within the jurisdiction of the CITY. COA agrees to remove or relocate any such Amenity within 48-hours of the CITY giving notice to COA. COA shall restore the site from which the Amenity was removed to the condition the site was in immediately prior to the installation of the Amenity and to the satisfaction of the CITY. Such removal, relocation and restoration shall be at no expense to the CITY and all such costs associated therewith shall bepaid by COA. Where COA fails to remove or relocate such Amenity within 48-hours or where COA fails to restore the site as required, the CITY may arrange for such removal, relocation and restoration and COA shall be solely responsible for paying the CITY all costs incurred by the CITY for such work.

18. COA shall have the right to move and relocate the Amenity and relocate it to a location mutually agreed upon

by both parties, if it is subjected to vandalism or otherwise incurs excessive damage. If either the CITY or COA determines that any location presents a safety hazard, the parties shall promptly agree upon a new location for that amenity and COA shall relocate the amenity within two (2) business days.

18.1. If COA determines the original location lacks sufficient advertising interest, COA reserves the right to remove the amenity. The CITY has the option to purchase the amenity from COA to keep the existing amenity in place.

TRANSIT SHELTER PROXIMITY

19. COA may provide Amenities at sites where advertising transit shelters exist providing that the terms are adhered to by COA and that the CITY MANAGER has approved such sites under the same approval criteria as all other sites.

19.1. The CITY MANAGER will approve/decline any site requested by COA within 30 days of receiving such request. In the event that the CITY MANAGER has not responded to requests within 30 days, COA shall have the right to commence installations without penalty provided that THE CITY has not requested an extension. Such requests/communications shall be delivered to the intended parties as per Clause 35.

OTHER ADVERTISING PRODUCTS

20. The CITY MANAGER will not allow the placement of any other advertising products within the jurisdiction of THE CITY but generally understood to be a transit stop, which interferes with the visibility or effectiveness of COA products.

20.1. The CITY MANAGER will not allow the placement of any other advertising products or amenities that serve a similar purpose to those provided under this agreement (as defined "Amenities"). These include, but are not limited to recycling containers or newspaper receptacles with third party advertising within the jurisdiction of THE CITY (generally understood to be transit stops).

Bench and Amenity Specifications. All benches and other Amenities shall conform to designs pre-approved in writing by the City Manager or designee.

REVENUE, ACCOUNTING & AUDIT

21. COA shall pay to the City:

For the duration of this agreement, the Greater of:

21.1. $100 per sold commercial display unit per year (excludes any unit designated as a non-advertising unit) or

21.2. Twenty percent (20%) of the net advertising revenues for each installed advertising amenity

22. COA shall pay installments (1/12) to the CITY for each installed Advertising Amenity at the rate set out in Clause 21 each and every month commencing on the first month of this Agreement. This payment will be due

within 90 days following the completion of the month the payment relates to. All payments required to be made by this Agreement will be sent or personally delivered to the following address:

Public Works Department
2000 S. Washington Avenue
Titusville, FL 32780

23. By April 30 of each year, COA shall, if so requested by the CITY, provide the CITY with financial statements satisfactory to the CITY MANAGER showing the revenues received or receivable for all Advertising Amenities for the previous calendar year.

24. THE CITY or anyone designated by the CITY in writing shall have the right at all reasonable times to audit and inspect accounts, records, receipts, vouchers and other documents relating to the Advertising revenues associated with amenities installed under this agreement and shall have the right to make copies thereof and take extracts there from. COA shall make available all facilities reasonably necessary for such audits or inspections. All associated audit costs shall be borne by the CITY.

EXCLUSIVITY

25. COA shall have the exclusive right to provide advertising-supported street furniture during the Term provided the Agreement is in good standing.

REGULATION OF ADVERTISING COPY/STANDARDS

26. COA covenants and agrees that all sponsorship panels must be aesthetically pleasing and fit into the environments in which they are placed. Sponsorship panel copy and design must not contain any material, language, representation or image which discriminates on any prohibited grounds of discrimination as set out in the Human Rights Code, and all advertising copy and design must comply with Advertising Standards Codes and Guidelines including but not limited to the American Code of Advertising Standards and with all laws. Advertisements shall not:

    26.1. contain inaccurate or deceptive claims or statements;

    26.2. present products prohibited from Sale to minors in such a way as to appeal particularly to persons under legal age;

    26.3. present demeaning or derogatory portrayals of individuals or groups;

    26.4. take a stand on controversial societal issues;

    26.5. exploit violence or sexuality;

    26.6. promote tobacco products;

    26.7. interfere with the operation of equipment of the provision of programs and services; and

    26.8. violate or conflict with any existing THE CITY policies or any new policies which may be adopted.

27. COA shall remove any advertising that is deemed by the CITY MANAGER in his or her sole discretion not to comply with the provisions herein or is otherwise objectionable within 24 hours of THE CITY giving COA notice, failing which THE CITY may remove such a panel at the sole expense of COA.

PROVISION OF PROMOTION AMENITIES & TERMS

28. COA agrees to make accessible to THE CITY (upon 30 days written notice), 10% of the unsold, available amenities of THE CITY under this Agreement during any month for use by THE CITY (or their agencies) free of charge for public service messages or advertising for municipal purposes. THE CITY will be responsible for the cost of designing, producing and supplying such public service messages or municipal advertising to COA. COA will be responsible for installation and removal of the advertising at COA's sole expense. COA will install THE CITY messaging on the 15th of the month following the date of receipt of a final copy of THE CITY messaging. COA will install all CITY promotional messaging as a part of its regular posting procedures. Signs will be installed and removed ONLY on the 15th of each month following the date of receipt of a finished copy of CITY messaging.

OWNERSHIP

29. COA shall provide Amenities (where space requirements permit), and retain the full ownership. COA shall be solely responsible for the maintenance and repair of the Amenities provided.

30. It is agreed that Amenities provided under this Agreement will remain the property of COA and on the termination of this Agreement shall be removed by COA or otherwise disposed of, unless otherwise agreed to by the parties in writing, and COA shall restore the sites to the condition they were in immediately prior to the installation of the Amenities, all at COA's sole expense.

TERMINATION FOR JUST-CAUSE/REMEDY

31. If COA neglects or fails to carry out or to comply with any of the terms, covenants, undertakings or conditions of this Agreement, the CITY MANAGER may, after having given written notice to COA of such default and which default was not corrected to the satisfaction of the CITY MANAGER within 30 days of the notice being given, terminate this Agreement by giving 90-days' notice in writing to COA and this Agreement shall be deemed to be terminated on the day specified in the notice and on termination. Upon such notice having been so delivered or sent, COA shall forthwith at COA's entire expense remove all Amenities. The sites from which the Amenities were removed shall be restored at COA's expense to the condition they were in immediately prior to the installation of the Amenities and to the satisfaction of the CITY MANAGER.

32. Where COA fails to remove any Amenity or to restore any site as required by this Agreement at the termination of this Agreement or as otherwise required under this Agreement, the CITY may arrange for the removal of all or any of the Amenities and the related site restoration and COA shall be solely responsible for paying to the CITY all reasonable costs incurred by the CITY for such work.

33. COA or CITY may terminate this Agreement for convenience at any time and for any reason as determined to be in its best interest, upon ninety (90) days written notice to either party. Upon receiving notice of termination, COA shall discontinue the Work on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services or facilities except as-needed to continue any portion of the Work that was not terminated. COA shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontractors related to the terminated Work. In the event of such termination, the City shall reimburse COA for the cost of concrete installation and the removal of Amenities at the following rates:

Year	Concrete Reimbursement Per Square Foot	Bench Removal Reimbursement Per Bench
1-3	$24.00	$300.00
4-7	$19.00	$300.00
8-9	$16.00	$300.00
10 and beyond	$0.00	$0.00

COA shall remove all Amenities and restore the sites to their original condition, to the satisfaction of the City. The provisions of this Clause shall survive the expiration or earlier termination of this Agreement. The Agreement shall terminate and the parties shall have no further liability to each other except for obligations outstanding at the time of the effective date of the termination of this Agreement. The terms of this Agreement shall remain in effect until the date of termination.

NOTICE

34. The parties hereto further agree that all written (including email or text) notices, demands and requests in writing may be sent by ordinary prepaid mail or by fax to:

To: CITY OF TITUSVILLE
Name / Title: Sandy Reller, Public Works Director
Address: 2000 S. Washington Avene
Titusville, FL 32780
Email: Sandra.Reller@Titusville.com

COA: CREATIVE OUTDOOR ADVERTISING
Municipal Relations
8875 Hidden River Parkway, Suite 300
Tampa, Florida 33637
Email: Municipal@CreativeOutdoor.com

35. Service by mail shall be deemed effective the 3rd day after mailing and service by fax shall be deemed upon sending by fax or email. Each party shall ensure that the other party is notified in writing immediately of any changes in the contact information above.

ACTS OF GOD

36. Any delays in or failures of performance by a party under this Agreement shall not be considered a breach of this Agreement if and to the extent caused by occurrences beyond control of the party affected, including but

not limited to: acts of god, epidemics, changes in regulations or laws by any government, strikes or other concerted acts of workers, fires, floods, war, civil commotion, shortages of labor, materials or equipment; and any time for performance hereunder shall be extended by the actual time of delay caused by such impossibilities.

INSOLVENCY

37. It is further agreed that should COA become insolvent, bankrupt, unable to pay its debts, make an authorized assignment, or compromise to their creditors and be unable to perform their duties under this Agreement, the CITY without prejudice to its other lawful rights and remedies may forthwith terminate this Agreement by written notice and the time limit set forth in Clause 31 of this Agreement shall be waived.

ASSIGNMENT

38. COA may not assign their rights or obligations under this Agreement, or portions thereof without the written approval of THE CITY which not be unreasonably withheld.

INDEMNITY

39. COA shall indemnify, save harmless and defend the City, the Florida Department of Transportation (FDOT), the Space Coast and all of its officers, agents, and employees from all claims, actions or suits, including reasonable attorney's fees, because of any injury or damage sustained by any person or property because of the said COA's operations relating to this Agreement; or because of or in consequence of any neglect causing bodily injury, illness, or death, or property damage; or through the use of unacceptable materials in constructing the Work; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission by COA or that of a subcontractor, or anyone employed by them, or for whose acts COA or a subcontractor may be liable; or because of any claims or amounts recovered from any infringement or patent, trademark or copyright; or from any claims or amounts arising or recovered under Workers Compensation Law or any other laws.

40. The foregoing indemnification does not waive any defense of sovereign immunity and nothing contained in this section or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statures, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; nor shall it be construed to constitute an agreement by any party to indemnify any other party for such party's negligent, willful, or intentional acts or omissions.

INSURANCE

41. COA agrees to procure and maintain for the duration of this agreement, liability insurance relative to each Amenity installed in which the CITY are names insured equal to or in excess of the following minimum requirements and COA further agrees to file with the CITY and, a copy of the certificate of Liability Insurance evidencing such requirements. The Liability insurance policy shall:

41.1. Have a limit of liability of not less than FIVE MILLION DOLLARS ($5,000,000.00) for any one occurrence and the amount of such liability insurance shall be increased at the request of the CITY based on reasonable grounds acceptable to COA;

41.2. Be comprehensive Liability Insurance covering all operations and liability assumed under this Agreement;

41.3. Not contain any exclusions or limitations in respect of shoring, underpinning, razing or demolition of any building or structure, collapse of any structure or subsidence of any property, structure or land from any cause;

41.4. Contain a cross-liability clause;

41.5. COA shall be responsible for deductible amounts (which amounts shall be mutually satisfactory to COA and the CITY) under the policies.

AGREEMENT DEFINITION

42. No amendment of this Agreement shall be deemed valid unless effected by a written amendment signed by both parties and no waiver of rights of any kind under this Agreement shall be effective unless in writing by the party for whom they are a benefit

43. This Agreement shall be subject to, and interpreted in accordance with the State of Florida.

44. If any provision of this Agreement is held to be unenforceable or invalid, then the remaining provisions of this Agreement will remain in full force and effect.

45. This Agreement constitutes the entire Agreement between the parties to this Agreement and supersedes any prior agreements and understandings, oral or written.

46. The parties agree and expressly confirm that the CITY has conferred upon COA certain exclusive license rights to use municipal lands in connection, and solely in accordance, with the terms of this Agreement and COA has no leasehold and/or tenancy and/or other interests or rights of any nature or kind whatsoever in any real property of the CITY in connection with the execution, delivery and/or performance of this Agreement by the parties. Further, should the CITY or ANY agency on behalf of the CITY levy any form of occupancy or property tax of any kind on; or associated with; the product supplied under this agreement, the CITY shall be responsible for the payment of such taxes.

47. COA shall be responsible for all property taxes levied in association with any premises occupied by COA that are not located on CITY property.

48. Use of the word "will" or "shall" in this Agreement creates a mandatory obligation.

49. The insertion of headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.

50. All contracts, whether of employment or otherwise, entered into by the Company with respect to this

Agreement, including without limiting the generality of the foregoing, agreements with a Third Party, shall be made by the Company as principal and not as agent of the CITY and the CITY shall have no liability thereon.

51. Should any provision of this Agreement be void, voidable or unenforceable for any reason whatsoever, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall remain in force and be binding as though the said provision had not been included.

52. This Agreement shall not be modified, varied or amended except by an instrument in writing signed by the parties hereto.

53. **PUBLIC ENTITY CRIME.** Upon execution of this Agreement, COA shall submit to the Client a sworn statement on the attached form and incorporated herein, in accordance with provisions of Section 287.133 (1), Florida Statutes, stating whether a person or affiliate as defined has been convicted of a public entity crime subsequent to July 1, 1989.

54. **DRUG-FREE WORKPLACE.** Upon execution of this Agreement, COA shall submit to the City a sworn statement on the attached form and incorporated herein, in accordance with the provisions of Florida Statute 287.087.

55. **HUMAN TRAFFICKING AFFIDAVIT**. Upon execution of this Agreement, COA shall submit a sworn statement to the Client on the attached form and incorporated herein, in accordance with the provisions of Florida Statute 787.06(13).

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

    a) COA shall require each of its subcontractors to provide COA with an affidavit stating that the subcontractor does not employ, Agreement with, or subcontractor with an unauthorized alien. COA shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

    b) The City, COA, or any subcontractor who has a good faith belief that a person or entity with which it is Subcontractor has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the Agreement with the person or entity.

    c) The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but COA otherwise complied, shall promptly notify COA and COA shall immediately terminate the Agreement with the subcontractor.

    d) A Agreement terminated under the provisions of this section is not a breach of Agreement and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. COA acknowledges that upon termination of this Agreement by the City for a violation of this section by COA, COA may not be awarded a public Agreement for at least

one (1) year. COA further acknowledges that COA is liable for any additional costs incurred by the City as a result of termination of any Agreement for a violation of this section.

e) **Sucontractors:** COA or subcontractor shall insert in any subcontractors the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontractors. COA shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

57. **SCRUTINIZED COMPANIES.** In accordance with Sections 287.135, Florida Statues, prohibit state agencies departments, and local government entities from contracting with Scrutinized Companies. COA and Subcontractor(s) shall complete the Affidavit form provided in the bid/proposal booklet and hereby incorporated as part of the Agreement Documents. COA and Subcontractor shall affirm not to be on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to s. 215.473, Florida Statutes, nor have business operations in Cuba or Syria and are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or participating in a boycott of Israel. The COA or Subcontractor further acknowledges and agrees that the City may immediately terminate this Agreement and any subsequent renewal Agreement for cause if the COA or Subcontractor is found to have submitted a false certification or if COA or Subcontractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the Term of the Agreement. Further, the COA or Subcontractor acknowledges and agrees that a false certification or representation hereunder is a material breach of this Agreement, and the Agreement shall be terminated by the City if COA or Subcontractor and any actively contracted company for the COA or Subcontractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

58. **NON-APPROPRIATIONS**. This Agreement will remain in full force and effect only as long as the expenditures provided for the Agreement have been appropriated by the City Council in the annual budget for each fiscal year of the Agreement, and is subject to termination without penalty if funding is not appropriated.

59. **SEVERABILITY.** If any clause or provision of this Agreement is found illegal, invalid, or unenforceable under present or future laws effective during the Term of this Agreement, then and only in that event, it shall be the intention of the parties that the remainder of this Agreement, and the Term covered thereby, shall not be affected. All rights, powers, and privileges conferred by this Agreement upon the Parties shall be cumulative but not restricted to those given by law.

60. **COMPLIANCE WITH LAW.** COA expressly agrees to comply with all laws and regulations relating to providing services under this Agreement. The failure of the Contractor to adhere to any law or regulation pertaining to furnishing services under this Agreement shall constitute a material breach of this Agreement.

61. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida and venue for any action pursuant to the Agreement Documents shall be in Brevard County, Florida. The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

62. **VENUE.** In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings shall be in Brevard County, Florida.

63. **WAIVER OF TRIAL BY JURY.** The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

64. **ATTORNEY'S FEES.** In the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each party shall bear its own costs and attorney's fees.

65. **CONFLICT OF INTEREST.** COA covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. COA further covenants that no person having any such interest shall be employed by him/her during the performance of this Agreement. COA shall not undertake any professional work which conflicts with his duties as the City's Contractor without the prior written consent of the City during the term of this Agreement. Any work where COA can reasonably anticipate that it may be called to testify as a witness against the City in any litigation or administrative proceeding will constitute a conflict of interest under this Agreement.

66. **RETENTION AND REVIEW OF RECORDS:** and its subcontractors or suppliers shall retain all records relating to this Agreement for a period of five (5) years, or as further directed by local, state, or federal regulations, from the date that the City makes final payment, and all other pending matters are closed.

    COA and its subcontractors or suppliers shall make available all books, documents, papers, and records of the COA or its subcontractor or suppliers, which are directly pertinent to this Agreement, to the City's Purchasing and Contracting Administrator or their duly authorized representative, or the U.S. Comptroller General or Inspector General, or the Auditor General, or FDEP duly authorized representative for the purpose of making an audit, inspection, review, copying, excerpts and transcriptions. COA and its subcontractors will permit such representatives to interview employees on the job during working hours.

67. **AUDIT RIGHTS:** The city reserves the right to audit the records of COA for the commodities and/or services provided under the Agreement at any time during the performance and term of the Agreement and for a period of five (5) years after completion and acceptance by the city. If required by the city, COA agrees to submit to an audit by an independent certified public accountant selected by the city. COA must allow the city to inspect, examine and review the records of COA in relation to this Agreement at any and all times during normal business hours during the term of the Agreement.

68. **PUBLIC RECORDS**. Records of COA that are made or received in the course of performance of COA's obligations under this Agreement may be public records that are subject to the requirements of Chapter 119, Fla. Stat. and accordingly COA shall keep and maintain public records that ordinarily and necessarily would be required by the

City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Fla. Stat. In the event COA receives a request for any such records, COA shall notify the City and comply with Chapter 119, Fla. Stat. COA shall not prepare any news or press release in any way related to this Agreement, without the City's written consent. COA hereby agrees to comply with the following:

a) As provided in Section 119.0701, Florida Statutes, COA is required to, and by executing this Agreement COA agrees to:

1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes or as otherwise provided by law.

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

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

b) The term "public record" as used in this provision includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

IF COA HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO COA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. Washington Ave., Titusville FL 32796.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

Creative Outdooor Advertising of America

By: _____

Date: _____

City of Titusville
555 S. Washington Avenue
Titusville, FL 32796

By: _____

Andrew Connors, Mayor

Date: _____

ATTEST:

_____

Wanda F. Wells, City Clerk

Date: _____

APPROVED AS TO FORM:

Legal Sufficiency
Office of the City Attorney

Andriene Treasure, City Attorney

Date: 4/21/2026

APPROVED AS TO CONTENT:

_____

Tom Abbate, City Manager

Date: _____

Staff Review & Preparation:

_____ Date: _____

Purchasing & Contracting Administrator

_____ Date: _____

Public Works Department Director

Exhibit A

302 Floor or Ground Surfaces

302.1 General. Floor and ground surfaces shall be stable, firm, and slip resistant and shall comply with 302.

EXCEPTIONS:

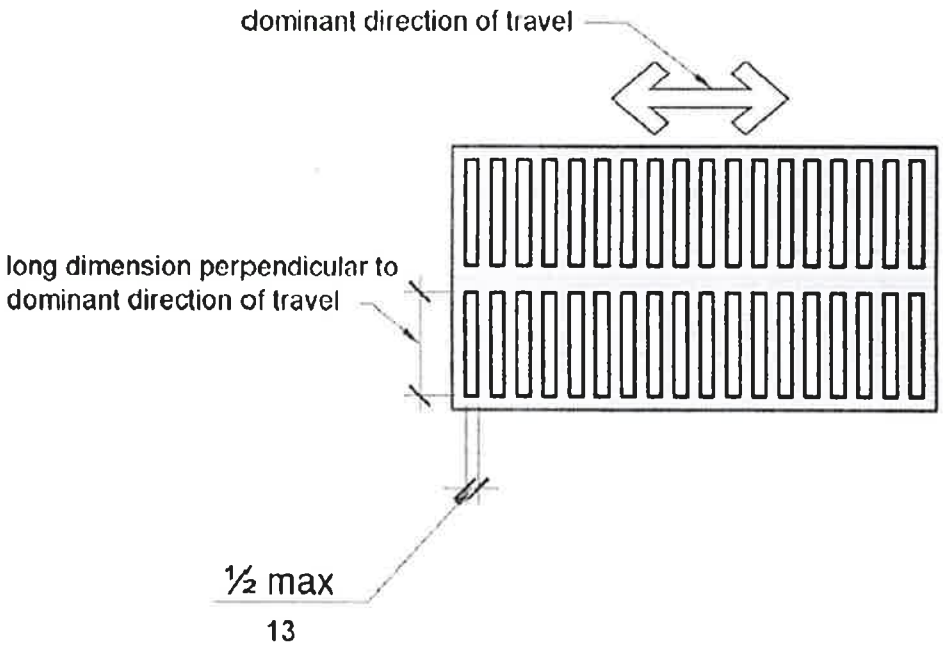
1. Within animal containment areas, floor and ground surfaces shall not be required to be stable, firm, and slip resistant.
2. Areas of sport activity shall not be required to comply with 302.

Advisory 302.1 General.

A stable surface is one that remains unchanged by contaminants or applied force, so that when the contaminant or force is removed, the surface returns to its original condition. A firm surface resists deformation by either indentations or particles moving on its surface. A slip-resistant surface provides sufficient frictional counterforce to the forces exerted in walking to permit safe ambulation.

302.3 Openings. Openings in floor or ground surfaces shall not allow passage of a sphere more than 1/2 inch (13 mm) diameter except as allowed in 407.4.3, 409.4.3, 410.4, 810.5.3 and 810.10. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel.

Figure **302.3**



Elongated Openings in Floor or Ground Surfaces

303 Changes in Level

303.1 General. Where changes in level are permitted in floor or ground surfaces, they shall comply with 303.

EXCEPTIONS:

1. Animal containment areas shall not be required to comply with 303.
2. Areas of sport activity shall not be required to comply with 303.

303.2 Vertical. Changes in level of 1/4 inch (6.4 mm) high maximum shall be permitted to be vertical.

Figure **303.2**

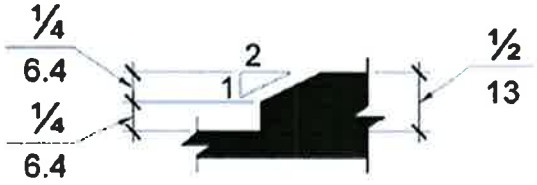
Vertical Change in Level

303.3 Beveled. Changes in level between 1/4 inch (6.4 mm) high minimum and 1/2 inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2.

Advisory 303.3 Beveled.

A change in level of 1/2 inch (13 mm) is permitted to be 1/4 inch (6.4 mm) vertical plus 1/4 inch (6.4 mm) beveled. However, in no case may the combined change in level exceed 1/2 inch (13 mm). Changes in level exceeding 1/2 inch (13 mm) must comply with 405 (Ramps) or 406 (Curb Ramps).

Figure **303.3**



Beveled Change in Level

303.4 Ramps. Changes in level greater than 1/2 inch (13 mm) high shall be ramped, and shall comply with 405 or 406.

305 Clear Floor or Ground Space

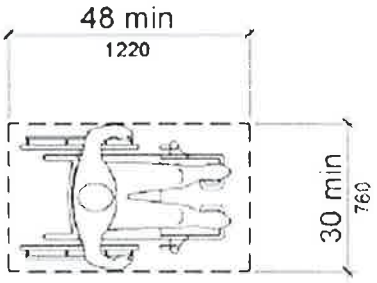
305.1 General. Clear floor or ground space shall comply with 305.

305.2 Floor or Ground Surfaces. Floor or ground surfaces of a clear floor or ground space shall comply with 302. Changes in level are not permitted.

EXCEPTION: Slopes not steeper than 1:48 shall be permitted.

305.3 Size. The clear floor or ground space shall be 30 inches (760 mm) minimum by 48 inches (1220 mm) minimum.

Figure 305.3



City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Certified Recovery Residences Ordinance**

Department/Office: Community Development

Recommended Action:

Conduct the public hearing and final reading of Ordinance No. 9-2026, an ordinance of the City Of Titusville, Florida amending the Code Of Ordinances to Establish Procedures for the Review and Approval of Certified Recovery Residence within the City consistent with Chapter 2025-182, Laws of Florida by Creating Sections 28-21 “Accommodations For A Certified Recovery Residence”; Providing for Severability, Repeal of Conflicting Ordinances, Incorporation into the Code, and Effective Date. This is a legislative item.

On April 8, 2026, the Planning and Zoning Commission recommended approval with the following recommendations: (1) Include an application fee in the ordinance; (2) Include graduated distance based on the number of occupants; (3) Address required inspections by both Building Department and Fire Department; (4) Include in the application the same required documentation as page 21 of the agenda packet with the exception of fee schedule and refund policy; (5) Identify which is the certifying entity – FARR, FCB or DCF; (6) Identify the certified accreditation level, is it 1, 2, 3, or 4?; (7) Identify types of services offered; (8) Determine if it is a 24-hour facility or operating in just the day or night; (9) Identify staffing levels and security; (10) Clarification of the appeal process; and (11) Automatic revocation of the license if closed, abandoned, or if the facility loses their certification. The motion was approved with a 6 yes, 1 no vote. The one member voted no based on this piece of policy in his opinion needed to mirror what we already have for all other group homes.

Summary Explanation & Background:

Chapter 2025-182 of the Laws of Florida require counties and municipalities, by January 1, 2026, to adopt an ordinance establishing procedures for the review and approval of certified recovery residences, including a process for requesting reasonable accommodations from land use regulations that otherwise prohibit such establishment. The ordinance may establish additional requirements for the review or approval of reasonable accommodation requests, but may not require public hearings beyond the minimum required by law to grant the requested accommodation. The ordinance may

include provisions for the revocation of a granted accommodation for cause such as a violation of conditions or failure to maintain certification. The effective date of the new law was July 1, 2025. Enclosed for review is Chapter 2025-182 and the Senate Bill Analysis report.

Alternatives:

1. Approve the ordinance as written.
2. Approve the ordinance with changes.
3. Do not approve the ordinance.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Staff Report on P&Z changes
2. Recovery Residence Waiver Ord. Ver2c
3. Chapter 2025-182
4. SB 954 Analysis
5. Business Impact Estimate - Certified Recovery Residence
6. Combo Legal Ad 3-31-2026

City of Titusville

Community Development Department Staff Report

Certified Recovery Residence Ordinance

Planning and Zoning Commission recommendations

Meeting Dates: City Council Public Hearing: April 28, 2026

Prepared By: Brad Parrish, Community Development Director

Staff Recommendation: Consider the recommendations and provide direction.

BACKGROUND INFORMATION

Chapter 2025-182 of the Laws of Florida require counties and municipalities, by January 1, 2026, to adopt an ordinance establishing procedures for the review and approval of certified recovery residences, including a process for requesting reasonable accommodations from land use regulations that otherwise prohibit such establishment. The ordinance may establish additional requirements for the review or approval of reasonable accommodation requests, but may not require public hearings beyond the minimum required by law to grant the requested accommodation. The ordinance may include provisions for the revocation of a granted accommodation for cause such as a violation of conditions or failure to maintain certification. The effective date of the new law was July 1, 2025. Enclosed for review is Chapter 2025-182 and the Senate Bill Analysis report.

On April 8, 2026, the Planning and Zoning Commission recommended approval with the following eleven (11) recommendations. The motion was approved with a 6 yes, 1 no vote. The one member voted no based on this piece of policy in his opinion needed to mirror what we already have for all other group homes.

(1) Include an application fee in the ordinance;

(2) Include graduated distance based on the number of occupants;

(3) Address required inspections by both Building Department and Fire Department;

(4) Include in the application the same required documentation as page 21 of the agenda packet with the exception of fee schedule and refund policy;

(5) Identify which is the certifying entity – FARR, FCB or DCF;

(6) Identify the certified accreditation level, is it 1, 2, 3, or 4?;

(7) Identify types of services offered;

(8) Determine if it is a 24-hour facility or operating in just the day or night;

(9) Identify staffing levels and security;

(10) Clarification of the appeal process; and

(11) Automatic revocation of the license if closed, abandoned, or if the facility loses their certification.

STAFF ANALYSIS

	P&Z Recommendation	Staff comment
(1)	Include an application fee in the ordinance;	The application fee is the request for a business tax receipt (BTR). e.g. lodging is $109.20. Additional permitting fees may apply if new construction is involved. The change is not supported by staff as it is unnecessary.
(2)	Include graduated distance based on the number of occupants;	There is no basis or a methodology that would be appropriate to support this change. The staff's proposal of a 1,200-foot distance between residences is based on the State's established requirement for Community Residential Homes [e.g. Assisted Living Facilities].
(3)	Address required inspections by both Building Department and Fire Department;	A certified recovery residence is already required to adhere to the FL Building and Fire Life Safety Codes. e.g. Care facilities for five or fewer persons receiving care that are within a single-family dwelling are permitted to comply with the *Florida Building Code, Residential* provided an *automatic sprinkler system* is installed in accordance with Section 903.3.1.3 or Section P2904 of the *Florida Building Code, Residential* [FBC 310.5.1 Care facilities within a dwelling].

(4)	Include in the application the same required documentation as page 21 of the agenda packet with the exception of fee schedule and refund policy;	The draft ordinance already requires a certified recovery residence to hold a valid certificate of compliance [Sec 28-21(a)]. These include job descriptions of all staff, drug testing procedures, prohibition of alcohol, policies to support a resident's recovery efforts, good neighbor policies, rules of residents, intake procedures, sexual offender registry, relapse policy, eviction procedures, et cetera. To require the same information for certification would be a duplication of the State's program.
(5)	Identify which is the certifying entity – Florida Association of Recovery Residences (FARR), Florida Certification Board (FCB) or Department of Children and Families (DCF);	The draft ordinance already requires a certified recovery residence to hold a valid certificate of compliance [Sec 28-21(a)]. It is unnecessary for the City to know if the residence is certified by FARR or FCB.
(6)	Identify the certified accreditation level, is it 1, 2, 3, or 4?;	The accreditation levels describe the level of resident independence from a democratically run home to 24-hour supervision. There does not appear to be a compelling interest by the City to require this information without potentially violating the Fair Housing Act?
(7)	Identify types of services offered;	The accreditation levels describe the types of services. There does not appear to be a compelling interest by the City to require this information.
(8)	Determine if it is a 24-hour facility or operating in just the day or night;	A residence is a 24-hour operation.
(9)	Identify staffing levels and security;	The accreditation levels describe the staff levels. There does not appear to be a compelling interest by the City to require this information.
(10)	Clarification of the appeal process; and	The Commission did not understand why the appeal should go to the special magistrate, they thought the Board of Adjustments and Appeals (BAA) was more typically who would hear appeals. The reference to the City Council was a typo, which was corrected.
(11)	Automatic revocation of the license if closed,	The ordinance can easily be amended to state that a use abandoned for more than six months cannot be

	abandoned, or if the facility loses their certification.	re-established without a new application. This would be consistent with the nonconforming use provisions in the City Code.

RECOMMENDATION

Based on the findings provided above, staff recommends approval of the ordinance as written. Otherwise, the Council may consider the following alternative.

a) Direct the staff to amend the draft ordinance to include additional P&Z recommendations and re-advertise the hearing.

ORDINANCE NO. X-2026

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA AMENDING THE CODE OF ORDINANCES TO ESTABLISH PROCEDURES FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCE WITHIN THE CITY CONSISTENT WITH CHAPTER 2025-182, LAWS OF FLORIDA BY CREATING SECTIONS 28-21 "ACCOMMODATIONS FOR A CERTIFIED RECOVERY RESIDENCE"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND EFFECTIVE DATE.

WHEREAS, Chapter 2025-182, Laws of Florida, effective July 1, 2025, requires that each county or municipality adopt an ordinance establishing procedures for the review and approval of certified recovery residences within its jurisdiction; and

WHEREAS, the City of Titusville recognizes that persons suffering from addiction have a higher success rate of achieving long-term sobriety when given the opportunity to build a strong foundation by living in a recovery residence; and

WHEREAS, the City of Titusville recognizes that the placement of any group living facility within existing residential areas of this City may impact the character of that area if such facilities are developed without appropriate zoning controls; and

WHEREAS, in light of these recognitions, City Council finds it necessary to amend the City Code of Ordinances in order to establish equitable policies, procedures, and regulations for the development of recovery residences as well as to implement the provisions of Chapter 2025-182, Laws of Florida, by the adoption of this ordinance.

BE IT ENACTED BY THE CITY OF TITUSVILLE, FLORIDA as follows:

SECTION 1. RECITALS. The foregoing recitals are deemed true and correct and are hereby adopted and incorporated herein by this reference.

SECTION 2. That the Code of Ordinances, City of Titusville, is hereby amended by adding a section to be numbered Chapter 28 "Zoning", Article I "General Provisions', Section 28-21 "Certified recovery residences", which said section reads as follows:

Sec. 28-21. Certified recovery residences.

(a) *Definitions.* For purposes of this section, the following terms shall have the following definitions:

(1) *Certified recovery residence*—A recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator as defined in F.S. § 397.311, as amended, including level I through level IV certified recovery residences.

(2) *Certificate of compliance*—A certificate issued by a credentialing entity to a recovery residence or administrator.

(3) *Certified recovery residence administrator*—An administrator who holds a valid certificate of compliance.

(4) *Reasonable accommodation*—A waiver or modification of land use, zoning, or other regulations to afford persons with disabilities an equal opportunity to use and enjoy a dwelling, consistent with the Fair Housing Amendments Act and the Americans with Disabilities Act.

(b) *Applicability.* This section applies to a certified recovery residence seeking a reasonable accommodation from land use, zoning or land development code regulations within the city. This section shall not supersede any declaration of covenants, conditions, or restrictions of a condominium, cooperative, or homeowners' association governed by in Chapters 718, 719, and 720 of the Florida Statutes. Except for the seeking of a reasonable accommodation, the review and approval of a certified recovery residence is governed by the city's standard review and approval processes and compliance with applicable codes and ordinances.

(c) *Application for reasonable accommodation.*

(1) *Form of application.* Applications under this section shall be filed with the City on a form provided by the city and shall include:

a. Applicant's name, mailing address, telephone number, and email address;

b. Address and parcel identification number of the subject property;

c. Identification of the specific regulation from which relief is sought;

d. A description of the reasonable accommodation requested along with citations to the applicable code or ordinance provisions at issue and the basis for requesting such accommodation; and

e. A copy of the applicable certificate of compliance pertaining to the applicant.

(2) *Processing.*

a. The Community Development department shall date-stamp all applications upon receipt.

b. Within thirty (30) days of receipt, the city may request additional information in writing. Applicants shall have at least thirty (30) days to respond.

c. Within 60 days of receipt of a completed application, the Community Development Department Director shall issue a written determination approving, approving with conditions, or denying the request based on evidence-based findings.

d. If no determination is issued within sixty (60) days of a completed application, and no written extension has been agreed to, the request shall be deemed approved.

(d) *Review criteria.* Decisions on a request for a reasonable accommodation under this section shall be based on making the minimum reasonable accommodation necessary to accomplish the purpose of the request and meet the requirements of the Fair Housing Amendments Act of 1988 or the Americans with Disabilities Act. Conditions may be imposed on the reasonable accommodation provides such conditions are consistent with federal and state law.

(e) *Distance requirement.* A certified recovery residence shall not be located within a radius of 1,200 feet of another existing certified recovery residence.

(f) *Revocation and reinstatement.*

DRAFT

(1) *Revocation.* An accommodation granted under this section may be revoked by the City if the certified recovery residence: (i) loses its certificate of compliance under Florida law; (ii) closes or vacates the premises, (iii) causes a nuisance, or (iv) is in violation of the Business Tax Receipt.

(2) *Reinstatement.* If certificate of compliance is reinstated within one hundred eighty (180) days of revocation, the accommodation may be reinstated administratively by the City Manager or the City Manager's designee.

(3) *Appeal.* Any certified recovery residence who is adversely affected by a decision made concerning a request for a reasonable accommodation or revocation of accommodation shall have the right to appeal such decision to the Code Enforcement Special Magistrate by filing a notice of appeal with the city clerk within ten (10) days of the applicable decision along with stating the specific basis of the appeal. The Special Magistrate will conduct a quasi-judicial hearing on the appeal within sixty (60) days of the filing of the appeal unless otherwise agreed to by the City Manager or designee and the certified recovery residence.

SECTION 3. SEVERABILITY. If any provisions of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances, and all resolutions and parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. INCORPORATION INTO CODE. This Ordinance shall be incorporated into the City of Titusville Code of Ordinances and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the Code may be made.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective upon adoption by the City Council in accordance with the Charter of the City of Titusville, Florida.

PASSED AND ADOPTED this ___th day of _____.

_____

ATTEST: **Andrew Connors, Mayor**

_____

Wanda F. Wells, City Clerk

CHAPTER 2025-182

Committee Substitute for Committee Substitute for Committee Substitute for Senate Bill No. 954

An act relating to certified recovery residences; amending s. 397.487, F.S.; requiring, by a specified date, the governing body of each county or municipality to adopt an ordinance to establish procedures for the review and approval of certified recovery residences; requiring that such ordinance include a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence; specifying criteria for the ordinance; providing that the ordinance may establish additional requirements for the review and approval of reasonable accommodation requests; requiring that such additional requirements be consistent with federal law and not conflict with the act; prohibiting the ordinance from requiring public hearings beyond the minimum required by law; providing that the ordinance may include provisions for revocation of a granted accommodation for cause, if the accommodation is not reinstated within a specified timeframe; providing construction; amending s. 397.4871, F.S.; providing that the personnel-to-resident ratio for a certified recovery residence must be met only when the residents are at the residence; providing that a certified recovery residence administrator for Level IV certified recovery residences which maintains a specified personnel-to-patient ratio has a limitation on the number of residents it may manage; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsections (15) and (16) are added to section 397.487, Florida Statutes, to read:

397.487 Voluntary certification of recovery residences.—

(15)(a) By January 1, 2026, the governing body of each county or municipality shall adopt an ordinance establishing procedures for the review and approval of certified recovery residences within its jurisdiction. The ordinance must include a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence.

(b) At a minimum, the ordinance must:

1. Be consistent with the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq.

2. Establish a written application process for requesting a reasonable accommodation for the establishment of a certified recovery residence, which application must be submitted to the appropriate local government office.

3. Require the local government to date-stamp each application upon receipt. If additional information is required, the local government must notify the applicant in writing within the first 30 days after receipt of the application and allow the applicant at least 30 days to respond.

4. Require the local government to issue a final written determination on the application within 60 days after receipt of a completed application. The determination must:

a. Approve the request in whole or in part, with or without conditions; or

b. Deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration.

5. Provide that if a final written determination is not issued within 60 days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

6. Require that the application include, at a minimum:

a. The name and contact information of the applicant or the applicant's authorized representative;

b. The property address and parcel identification number; and

c. A description of the accommodation requested and the specific regulation or policy from which relief is sought.

(c) The ordinance may establish additional requirements for the review or approval of reasonable accommodation requests for establishing a certified recovery residence, provided such requirements are consistent with federal law and do not conflict with this subsection.

(d) The ordinance may not require public hearings beyond the minimum required by law to grant the requested accommodation.

(e) The ordinance may include provisions for the revocation of a granted accommodation of a certified recovery residence for cause, including, but not limited to, a violation of the conditions of approval or the lapse, revocation, or failure to maintain certification or licensure required under this section, if not reinstated within 180 days.

(f) The ordinance and establishment of a reasonable accommodation process does not relieve the local government from its obligations under the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq. The

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

regulation for which the applicant is seeking a reasonable accommodation must not facially discriminate against or otherwise disparately impact the applicant.

(16) The application of this section does not supersede any current or future declaration or declaration of condominium adopted pursuant to chapter 718; any cooperative document adopted pursuant to chapter 719; or any declaration or declaration of covenant adopted pursuant to chapter 720.

Section 2. Paragraph (c) of subsection (8) of section 397.4871, Florida Statutes, is amended to read:

397.4871 Recovery residence administrator certification.—

(8)

(c) Notwithstanding paragraph (b), a Level IV certified recovery residence operating as community housing as defined in s. 397.311(9), which residence is actively managed by a certified recovery residence administrator approved for 100 residents under this section and is wholly owned or controlled by a licensed service provider, may:

1. Actively manage up to 150 residents so long as the licensed service provider maintains a service provider personnel-to-patient ratio of 1 to 8 and maintains onsite supervision at the residence during times when residents are at the residence ~~24 hours a day, 7 days a week,~~ with a personnel-to-resident ratio of 1 to 10.

2. Actively manage up to 300 residents, so long as the licensed service provider maintains a service provider personnel-to-patient ratio of 1 to 8 and maintains onsite supervision at the residence during times when residents are at the residence with a personnel-to-resident ratio of 1 to 6.

A certified recovery residence administrator who has been removed by a certified recovery residence due to termination, resignation, or any other reason may not continue to actively manage more than 50 residents for another service provider or certified recovery residence without being approved by the credentialing entity.

Section 3. This act shall take effect July 1, 2025.

Approved by the Governor June 25, 2025.

Filed in Office Secretary of State June 25, 2025.

The Florida Senate

BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Rules

BILL:	CS/CS/CS/SB 954
INTRODUCER:	Rules Committee; Appropriations Committee on Health and Human Services; Community Affairs Committee; Senators Gruters and Rouson
SUBJECT:	Certified Recovery Residences
DATE:	April 22, 2025 REVISED:

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Hackett	Fleming	CA	**Fav/CS**
2.	Sneed	McKnight	AHS	**Fav/CS**
3.	Hackett	Yeatman	RC	**Fav/CS**

Please see Section IX. for Additional Information:

COMMITTEE SUBSTITUTE - Substantial Changes

I. Summary:

CS/CS/CS/SB 954 requires local governments to adopt an ordinance, subject to certain restrictions, to formalize and streamline the process for applicants seeking reasonable accommodations from land use regulations in order to open a certified recovery residence.

For certain Level IV certified recovery residences, the bill also eliminates staffing requirements when patients are not present, and increases the number of residents that a recovery residence administrator can oversee from 150 to 300 if the operator maintains a minimum 1:6 personnel-to-resident ratio when residents are present.

The bill has no fiscal impact on state revenues or expenditures. **See Section V., Fiscal Impact Statement.**

The bill takes effect July 1, 2025.

II. Present Situation:

Substance abuse is the harmful or hazardous use of psychoactive substances, including alcohol and illicit drugs.[1] According to the Diagnostic and Statistical Manual of Mental Disorders, Fifth

[1] The World Health Organization, *Mental Health and Substance Abuse*, available at https://www.who.int/westernpacific/about/how-we-work/programmes/mental-health-and-substance-abuse; (last visited

Edition (DSM-5), a diagnosis of substance use disorder (SUD) is based on evidence of impaired control, social impairment, risky use, and pharmacological criteria.[2] SUD occurs when an individual chronically uses alcohol or drugs, resulting in significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home.[3] Repeated drug use leads to changes in the brain's structure and function that can make a person more susceptible to developing a substance abuse disorder.[4] Imaging studies of brains belonging to persons with SUD reveal physical changes in areas of the brain critical to judgment, decision making, learning and memory, and behavior control.[5]

In 2021, approximately 46.3 million people aged 12 or older had a SUD related to corresponding use of alcohol or illicit drugs within the previous year.[6] The most common substance abuse disorders in the United States are from the use of alcohol, tobacco, cannabis, opioids, hallucinogens, and stimulants. Provisional data from the CDC's National Center for Health Statistics indicate there were an estimated 107,622 drug overdose deaths in the United States during 2021 (the last year for which there is complete data), an increase of nearly 15% from the 93,655 deaths estimated in 2020.[7]

Substance Abuse Treatment in Florida

In the early 1970s, the federal government enacted laws creating formula grants for states to develop continuums of care for individuals and families affected by substance abuse. The laws resulted in separate funding streams and requirements for alcoholism and drug abuse. In response to the laws, the Florida Legislature enacted chs. 396 and 397, F.S., relating to alcohol and drug abuse, respectively.[8] Each of these laws governed different aspects of addiction, and thus had different rules promulgated by the state to fully implement the respective pieces of legislation.[9] However, because persons with substance abuse issues often do not restrict their misuse to one substance or another, having two separate laws dealing with the prevention and treatment of addiction was cumbersome and did not adequately address Florida's substance abuse problem.[10]

March 28, 2025); the National Institute on Drug Abuse (NIDA), *The Science of Drug Use and Addiction: The Basics*, available at https://www.drugabuse.gov/publications/media-guide/science-drug-use-addiction-basics (last visited March 28, 2025).

[2] The National Association of Addiction Treatment Providers, *Substance Use Disorder*, available at https://www.naatp.org/resources/clinical/substance-use-disorder (last visited March 28, 2025).

[3] Substance Abuse and Mental Health Services Administration (SAMHSA), *Substance Use Disorders*, http://www.samhsa.gov/disorders/substance-use (last visited March 28, 2025).

[4] The NIDA, *Drugs, Brains, and Behavior: The Science of Addiction*, available at https://www.drugabuse.gov/publications/drugs-brains-behavior-science-addiction/drug-abuse-addiction (last visited March 28, 2025).

[5] *Id.*

[6] SAMHSA, *Highlights for the 2021 National Survey on Drug Use and Health*, p. 2, available at https://www.samhsa.gov/data/sites/default/files/2022-12/2021NSDUHFFRHighlights092722.pdf (last visited March 28, 2025).

[7] The Center for Disease Control and Prevention, National Center for Health Statistics, *U.S. Overdose Deaths In 2021 Increased Half as Much as in 2020 – But Are Still Up 15%*, available at https://www.cdc.gov/nchs/pressroom/nchs_press_releases/2022/202205.htm (last visited March 28, 2025).

[8] *Id.*

[9] *Id.*

[10] The Center for Disease Control and Prevention, National Center for Health Statistics, *U.S. Overdose Deaths In 2021 Increased Half as Much as in 2020 – But Are Still Up 15%*, available at https://www.cdc.gov/nchs/pressroom/nchs_press_releases/2022/202205.htm (last visited March 28, 2025).

In 1993, legislation was adopted to combine ch. 396 and 397, F.S., into a single law, the Hal S. Marchman Alcohol and Other Drug Services Act (Marchman Act).[11]

The Marchman Act encourages individuals to seek services on a voluntary basis within the existing financial and space capacities of a service provider.[12] However, denial of addiction is a prevalent symptom of SUD, creating a barrier to timely intervention and effective treatment.[13] As a result, treatment typically must stem from a third party providing the intervention needed for SUD treatment.[14]

The Department of Children and Families (DCF) administers a statewide system of safety net services for substance abuse and mental health (SAMH) prevention, treatment, and recovery for children and adults who are otherwise unable to obtain these services. Services are provided based upon state and federally established priority populations.[15] The DCF provides treatment for SUD through a community-based provider system offering detoxification, treatment, and recovery support for individuals affected by substance misuse, abuse, or dependence.[16]

- **Detoxification Services:** Detoxification services use medical and clinical procedures to assist individuals and adults as they withdraw from the physiological and psychological effects of substance abuse.[17]
- **Treatment Services:** Treatment services[18] include a wide array of assessment, counseling, case management, and support that are designed to help individuals who have lost their ability to control their substance use on their own and require formal, structured intervention and support.[19]
- **Recovery Support:** Recovery support services, including transitional housing, life skills training, parenting skills, and peer-based individual and group counseling are offered during and following treatment to further assist individuals in their development of the knowledge and skills necessary to maintain their recovery.[20]

[11] Chapter 93-39, s. 2, L.O.F., which codified current ch. 397, F.S.
[12] *See* s. 397.601(1) and (2), F.S. An individual who wishes to enter treatment may apply to a service provider for voluntary admission. Within the financial and space capabilities of the service provider, the individual must be admitted to treatment when sufficient evidence exists that he or she is impaired by substance abuse and his or her medical and behavioral conditions are not beyond the safe management capabilities of the service provider.
[13] Darran Duchene and Patrick Lane, *Fundamentals of the Marchman Act*, Risk RX, Vol. 6 No. 2 (Apr. – Jun. 2006) State University System of Florida Self-Insurance Programs, available at http://flbog.sip.ufl.edu/risk-rx-article/fundamentals-of-the-marchman-act/ (last visited March 28, 2025) (hereinafter cited as "Fundamentals of the Marchman Act").
[14] *Id*.
[15] *See* chs. 394 and 397, F.S.
[16] The Department of Children and Families, *Treatment for Substance Abuse*, available at https://www.myflfamilies.com/services/samh/treatment (last visited March 28, 2025).
[17] *Id*.
[18] *Id*. Research indicates that persons who successfully complete substance abuse treatment have better post-treatment outcomes related to future abstinence, reduced use, less involvement in the criminal justice system, reduced involvement in the child-protective system, employment, increased earnings, and better health.
[19] *Id*.
[20] The Department of Children and Families, *Treatment for Substance Abuse*, available at https://www.myflfamilies.com/services/samh/treatment (last visited March 28, 2025).

Day or Night Treatment with Community Housing

The DCF licenses "Day or Night Treatment" facilities both with and without community housing components. Day or night treatment programs provide substance use treatment as a service in a nonresidential environment, with a structured schedule of treatment and rehabilitative services.[21] Day or night treatment programs with community housing are intended for individuals who can benefit from living independently in peer community housing while participating in treatment services for a minimum of 5 hours a day or 25 hours per week.[22]

Day or night treatment with community housing is appropriate for individuals who do not require structured, 24 hours a day, 7 days a week residential treatment.[23] The housing must be provided and managed by the licensed service provider, including room and board and any ancillary services such as supervision, transportation, and meals. Activities for day or night treatment with community housing programs emphasize rehabilitation and treatment services using multidisciplinary teams to provide integration of therapeutic and family services.[24] This component allows individuals to live in a supportive, community housing location while participating in treatment. Treatment must not take place in the housing where the individuals live, and the housing must be utilized solely for the purpose of assisting individuals in making a transition to independent living.[25] Individuals who are considered appropriate for this level of care:

- Would not have active suicidal or homicidal ideation or present a danger to self or others;
- Are able to demonstrate motivation to work toward independence;
- Are able to demonstrate a willingness to live in supportive community housing;
- Are able to demonstrate commitment to comply with rules established by the provider;
- Are not in need of detoxification or residential treatment; and
- Typically need ancillary services such as transportation, assistance with shopping, or assistance with medical referrals and may need to attend and participate in certain social and recovery oriented activities in addition to other required clinical services.[26]

Services provided by such programs may include:

- Individual counseling;
- Group counseling;
- Counseling with families or support system;
- Substance-related and recovery-focused education, such as strategies for avoiding substance use or relapse, information regarding health problems related to substance use, motivational enhancement, and strategies for achieving a substance-free lifestyle;
- Life skills training such as anger management, communication skills, employability skills, problem solving, relapse prevention, recovery management, decision-making, relationship skills, symptom management, and food purchase and preparation;

[21] Section 397.311(26)(a)2., F.S.
[22] Section 397.311(26)(a)3., F.S.
[23] Rule 65D-30.0081(1), F.A.C.
[24] *Id*.
[25] *Id*.
[26] *Id*.

- Expressive therapies, such as recreation therapy, art therapy, music therapy, or dance (movement) therapy to provide the individual with alternative means of self-expression and problem resolution;
- Training or provision of information regarding health and medical issues;
- Employment or educational support services to assist individuals in becoming financially independent;
- Nutrition education; and
- Mental health services for the purpose of:
  - Managing individuals with disorders who are stabilized,
  - Evaluating individuals' needs for in-depth mental health assessment,
  - Training individuals to manage symptoms; and
  - If the provider is not staffed to address primary mental health problems that may arise during treatment, the provider shall initiate a timely referral to an appropriate provider for mental health crises or for the emergence of a primary mental health disorder in accordance with the provider's policies and procedures.[27]

Each enrolled individual must receive a minimum of 25 hours of service per week, including:
- Counseling;
- Group counseling; or
- Counseling with families or support systems.[28]

Each provider is required to arrange for or provide transportation services, if needed and as appropriate, to clients who reside in community housing.[29] Each provider must have an awake, paid employee on the premises at all times at the treatment location when one or more individuals are present.[30] For adults, the provider must have a paid employee on call during the time when individuals are at the community housing location.[31] In addition, the provider must have an awake, paid employee at the community housing location at all times if individuals under the age of 18 are present.[32] No primary counselor may have a caseload that exceeds 15 individuals.[33] For individuals in treatment who are granted privilege to self-administer their own medications, provider staff are not required to be present for the self-administration.[34]

Recovery Residences

Recovery residences (also known as "sober homes" or "sober living homes") are alcohol- and drug-free living environments for individuals in recovery who are attempting to maintain abstinence from alcohol and drugs.[35] These residences offer no formal treatment and are, in some cases, self-funded through resident fees.

[27] Rule 65D-30.0081(2), F.A.C.
[28] Rule 65D-30.0081(4), F.A.C.
[29] Rule 65D-30.0081(5), F.A.C.
[30] Rule 65D-30.0081(6), F.A.C.
[31] *Id*.
[32] *Id*.
[33] Rule 65D-30.0081(7), F.A.C.
[34] Rule 65D-30.0081(8), F.A.C.
[35] SAMSHA, *Recovery Housing: Best Practices and Suggested Guidelines*, p. 2, available at https://www.samhsa.gov/sites/default/files/housing-best-practices-100819.pdf (last visited March 28, 2025).

A recovery residence is defined as "a residential dwelling unit, the community housing component of a licensed day or night treatment facility with community housing, or other form of group housing, which is offered or advertised through any means, including oral, written, electronic, or printed means, by any person or entity as a residence that provides a peer-supported, alcohol-free, and drug-free living environment."[36]

Staffing Requirements for Certified Recovery Residences

A certified recovery residence administrator (CRAA) may actively manage up to 50 residents at any given time, though may manage up to 100 residents if written justification is provided to, and approved by, the credentialing entity as to how the administrator is able to effectively and appropriately respond to the needs of the residents, maintain residence standards, and meet the residence certification requirements.[37] CRRAs at certain Level IV certified recovery residences (those operating as community housing as defined in s. 397.311(9), F.S., which residence is actively managed by a certified recovery residence administrator approved for 100 residents under this section and is wholly owned or controlled by a licensed service provider) are allowed to actively manage up to 150 residents provided certain conditions are met:

- Maintains a personnel-to-patient ratio of 1 to 8;
- Maintains onsite supervision at the residence 24 hours a day, 7 days a week; and
- Has a personnel-to-resident ratio of 1 to 10.[38]

Recovery Residence Levels of Support

Section 397.311(5), F.S., establishes a four level-classification of certified recovery residences, including:

- Level I—houses individuals in recovery who have completed treatment, with a minimum of 9 months of sobriety. A Level I certified recovery residence is democratically run by the members who reside in the home.
- Level II—encompasses the traditional perspectives of sober living homes. There is oversight from a house manager who has experience with living in recovery. Residents are expected to follow rules outlined in a resident handbook provided by the certified recovery residence administrator. Residents must pay dues, if applicable, and work toward achieving realistic and defined milestones within a chosen recovery path.
- Level III—offers higher supervision by staff with formal training to ensure resident accountability. Such residences are staffed 24 hours a day, 7 days a week, and offer residents peer-support services, which may include, but are not limited to, life skill mentoring, recovery planning, and meal preparation. Clinical services may not be performed at the residence. Such residences are most appropriate for persons who require a more structured environment during early recovery from addiction.
- Level IV—is a residence offered, referred to, or provided by, a licensed service provider to its patients who are required to reside at the residence while receiving intensive outpatient and higher levels of outpatient care. Such residences are staffed 24 hours a day and combine outpatient licensable services with recovery residential living. Residents are required to follow a treatment plan and attend group and individual sessions, in addition to developing a

[36] Section 397.311(38), F.S.
[37] Section 397.4871(6)(b), F.S.
[38] Section 397.4871(8)(b) and (c), F.S.

recovery plan within the social model of living in a sober lifestyle. No clinical services are provided at the residence and all licensable services are provided offsite.

Voluntary Certification of Recovery Residences and Administrators in Florida

Florida has a voluntary certification programs for recovery residences and recovery residence administrators, conducted by private credentialing entities.[39] Under the voluntary certification program, the DCF has approved two credentialing entities to design the certification programs and issue certificates: the Florida Association of Recovery Residences (FARR) certifies recovery residences and the Florida Certification Board (FCB) certifies recovery residence administrators.[40] Under the voluntary certification program, recovery residences are classified into four levels of care, with Level IV being the most intense level.[41]

Credentialing entities must require prospective recovery residences to submit the following documents with a completed application and fee:

- A policy and procedures manual containing:
  - Job descriptions for all staff positions;
  - Drug-testing procedures and requirements;
  - A prohibition on the premises against alcohol, illegal drugs, and the use of prescribed medications by an individual other than the individual for whom the medication is prescribed;
  - Policies to support a resident's recovery efforts; and
  - A good neighbor policy to address neighborhood concerns and complaints.
- Rules for residents;
- Copies of all forms provided to residents;
- Intake procedures;
- Sexual predator and sexual offender registry compliance policy;
- Relapse policy;
- Fee schedule;
- Refund policy;
- Eviction procedures and policy;
- Code of ethics;
- Proof of insurance;
- Proof of background screening; and
- Proof of satisfactory fire, safety, and health inspections.[42]

Patient Referrals

While certification is voluntary, Florida law incentivizes certification. Since 2016, Florida has prohibited licensed substance abuse service providers from referring patients to a recovery residence unless the recovery residence holds a valid certificate of compliance and is actively

[39] Sections 397.487 through 397.4872, F.S.
[40] The Department of Children and Families, *Recovery Residence Administrators and Recovery Residences*, available at https://www.myflfamilies.com/services/samh/recovery-residence-administrators-and-recovery-residences (last visited March 28, 2025).
[41] Section 397.311, F.S., and sections 397.487 through 397.4873, F.S.
[42] Section 397.487(3), F.S.

managed by a certified recovery residence administrator (CRRA).[43] There are certain exceptions that allow referrals to or from uncertified recovery residences, including any of the following:

- A licensed service provider under contract with a behavioral health managing entity.
- Referrals by a recovery residence to a licensed service provider when the recovery residence or its owners, directors, operators, or employees do not benefit, directly or indirectly, from the referral.
- Referrals made before July 1, 2018, by a licensed service provider to that licensed service provider's wholly owned subsidiary.
- Referrals to, or accepted referrals from, a recovery residence with no direct or indirect financial or other referral relationship with the licensed service provider, and that is democratically operated by its residents pursuant to a charter from an entity recognized or sanctioned by Congress, and where the residence or any resident of the residence does not receive a benefit, directly or indirectly, for the referral.[44]

Service providers are required to record the name and location of each recovery residence that the provider has referred patients to or received referrals from in the DCF Provider Licensure and Designations System.[45] Prospective service providers must also include the names and locations of any recovery residences which they plan to refer patients to, or accept patients from, on their application for licensure.[46]

Residences managed by a certified recovery residence administrator approved for up to 100 residents and wholly owned or controlled by a licensed service provider may accommodate up to 150 residents under certain conditions.[47] These conditions include maintaining a service provider personnel-to-patient ratio of 1 to 8 and providing onsite supervision 24/7 with a personnel-to-resident ratio of 1 to 10. Additionally, administrators overseeing Level IV certified recovery residences with a personnel-to-resident ratio of 1 to 6 are not subject to limitations on the number of residents they may manage.

Zoning and Land Use

The Growth Management Act requires every city and county to create and implement a comprehensive plan to guide future development.[48] All development, both public and private, and all development orders[49] approved by local governments must be consistent with the local government's comprehensive plan unless otherwise provided by law.[50] The Future Land Use Element in a comprehensive plan establishes a range of allowable uses and densities and

[43] Section 397.4873(1), F.S.
[44] Section 397.4873(2)(a)-(d), F.S.
[45] Section 397.4104(1), F.S.
[46] Section 397.403(1)(j), F.S.
[47] Section 397.4871(8)(c), F.S.
[48] Section 163.3167(2), F.S.
[49] "Development order" means any order granting, denying, or granting with conditions an application for a development permit. See s. 163.3164(15), F.S. "Development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land. See s. 163.3164(16), F.S.
[50] Section 163.3194(3), F.S

intensities over large areas, and the specific use and intensities for specific parcels within that range are decided by a more detailed, implementing zoning map.[51]

III. Effect of Proposed Changes:

Section 1 amends s. 397.487, F.S., to require counties and municipalities, by January 1, 2026, to adopt an ordinance establishing procedures for the review and approval of certified recovery residences, including a process for requesting reasonable accommodations from land use regulations that otherwise prohibit such establishment. The bill requires that the ordinance:

- Be consistent with state and federal law;
- Establish a written application process;
- Require the local government to date-stamp each application upon receipt, and request additional information within 30 days if required, giving 30 days for such response;
- Require final written determination within 60 days which either approves in whole or part, with or without conditions, or denies the request, stating with specificity the objective reasons for denial and process for reconsideration;
- Provide that an application which does not receive final determination within 60 days is deemed approved unless the parties agree to extension; and
- Require the application to include the name and contact information of the applicant, the property address and parcel identification number, and a description of any accommodation requested.

The ordinance may establish additional requirements for the review or approval of reasonable accommodation requests, but may not require public hearings beyond the minimum required by law to grant the requested accommodation. The ordinance may include provisions for the revocation of a granted accommodation for cause such as a violation of conditions or failure to maintain certification.

The bill also clarifies that the ordinance does not supersede covenants and restrictions related to condominium or homeowners' associations.

Section 2 amends s. 397.4871, F.S., to provide that a certified recovery residence administrator for level IV certified recovery residence which maintains a personnel-to-resident ratio of 1 to 6 may manage up to 300 residents. Currently the maximum allowed is 150 residents with a 1 to 8 ratio. The bill also amends the 24/7 onsite supervision requirement to only apply during times when residents are at the residence.

The bill takes effect July 1, 2025.

[51] Richard Grosso, A Guide to Development Order "Consistency" Challenges Under Florida Statutes Section 163.3215, 34 J. Envtl. L. & Litig. 129, 154 (2019) citing Brevard Cty. v. Snyder, 627 So. 2d 469, 475 (Fla. 1993).

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

Article VII, s. 18(a) of the Florida Constitution provides, in part, that a county or municipality may not be bound by a general law requiring a county or municipality to spend funds or take an action that requires the expenditure of funds unless certain specified exemptions or exceptions are met. The bill requires counties and municipalities to expend funds associated with the requirement to enact an ordinance for the review and approval of certified recovery residences. However, the mandate requirement does not apply to laws having an insignificant impact,[52] which for Fiscal Year 2025-2026 is forecast at approximately $2.4 million.[53] The aggregate cost for local governments to implement this provision is likely insignificant.

However, if the bill does qualify as a mandate, in order to be binding upon cities and counties, the bill must contain a finding of important state interest and be approved by a two-thirds vote of the membership of each house.

B. Public Records/Open Meetings Issues:

None.

C. Trust Funds Restrictions:

None.

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

None.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

The overall effect of the bill may be to simplify the establishment and maintenance of a recovery residence, providing an indeterminate positive impact.

[52] FLA. CONST. art. VII, s. 18(d).
[53] An insignificant fiscal impact is the amount not greater than the average statewide population for the applicable fiscal year times $0.10. See Fla. Senate Comm. On Cmty. Affairs, Interim Report 2012-115: Insignificant Impact (Sept. 2011), available at: http://www.flsenate.gov/PublishedContent/Session/2012/InterimReports/2012-115ca.pdf.

C. Government Sector Impact:

Counties and municipalities will likely incur administrative expenses associated with the development and noticing of the ordinance required in section 1 of the bill.

The bill has no fiscal impact on state revenues or expenditures.

VI. Technical Deficiencies:

None.

VII. Related Issues:

None.

VIII. Statutes Affected:

This bill substantially amends the following sections of the Florida Statutes: 397.487 and 397.4871.

IX. Additional Information:

A. Committee Substitute – Statement of Substantial Changes:
(Summarizing differences between the Committee Substitute and the prior version of the bill.)

CS/CS/CS by Rules on April 21, 2025:
The committee substitute revises the mechanic for local approval of certified recovery residences to require that local governments adopt an ordinance outlining procedures for approving certified recovery residences within their jurisdiction, with certain conditions on the nature and scope of the ordinance.

CS/CS by Appropriations Committee on Health and Human Services on April 15, 2025:
The committee substitute changes the maximum number of residents that can be actively managed by a certified recovery residence administrator for Level IV certified recovery residence to 300 residents.

CS by Community Affairs on March 31, 2025:
The committee substitute removes all provisions of the bill except:

- The provisions of section 4 declaring a certified recovery residence is deemed a nontransient residential use of land for the purposes of all local zoning ordinances. The provisions requiring administrative approval and a reduction of parking requirements are removed.
- Section 5, adjusting bed limits by personnel-to-resident ratio. This provision is modified to provide a 500 resident limit.

B. Amendments:

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.

City of Titusville, Florida
Business Impact Estimate

This form should be included in the City Council agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Titusville website by the time notice of the proposed ordinance is published, excluding the exceptions provided in 166.041(4), Florida Statutes.

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA AMENDING THE CODE OF ORDINANCES TO ESTABLISH PROCEDURES FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCE WITHIN THE CITY CONSISTENT WITH CHAPTER 2025-182, LAWS OF FLORIDA BY CREATING SECTIONS 28-21 "ACCOMMODATIONS FOR A CERTIFIED RECOVERY RESIDENCE"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with Section 166.041(4*), Florida Statutes*. If one or more boxes are checked below, this means the City of Titusville is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  b. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the county;
  c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or

[1] See Section 166.041(4)(c), Florida Statutes.

e. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Titusville hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): Non-profit organizations provide important services to the citizens and visitors in the City of Titusville.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Titusville, if any:

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any):

3/31/26
LM

AD#12192296 3/31/2026

CITY OF TITUSVILLE
NOTICE OF PUBLIC HEARINGS
FOR PROPOSED ENACTMENT OF TITUSVILLE CITY ORDINANCES

PLEASE TAKE NOTICE that the City Council of the City of Titusville will hold public hearings on **Tuesday, April 28, 2026**, at a meeting commencing at **6:30 p.m.**, at Titusville City Hall, second floor, Council Chamber, 555 South Washington Avenue, Titusville, Florida 32796, to hear interested persons with regard to the following proposed ordinances:

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA AMENDING THE CODE OF ORDINANCES TO ESTABLISH PROCEDURES FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCE WITHIN THE CITY CONSISTENT WITH CHAPTER 2025-182, LAWS OF FLORIDA BY CREATING SECTIONS 28-21 "ACCOMMODATIONS FOR A CERTIFIED RECOVERY RESIDENCE"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES TO REGULATE TRUCK TRAFFIC IN AND ON CERTAIN RESIDENTIAL STREETS BY CREATING SECTION 17-34 "RESTRICTIONS ON TRUCK USE OF STREETS" AND AMENDING SECTION 20-26 "POWERS AND DUTIES OF CITY MANAGER RELATIVE TO TRAFFIC" AND DEVELOPMENT REVIEW PROCEDURES TECHNICAL MANUAL SECTIONS 14.2 "PRE-APPLICATION MEETING", 14.3 "CONCEPT PLAN", 14.4 "APPLICATION PROCEDURES", AND 14.5 "SITE PLAN REQUIRED EXHIBITS"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

PLEASE ALSO TAKE NOTICE that the City of Titusville Planning and Zoning Commission, the Local Planning Agency, will hold public hearings on **Wednesday, April 8, 2026**, at a meeting commencing at **6:00 p.m.**, to hear interested persons with regard to these matters for recommendation to the City Council. This meeting and the public hearings will be held in the Council Chamber on the second floor of City Hall, 555 South Washington Avenue, Titusville, Florida 32796.

The proposed ordinances may be inspected by the public at the City of Titusville City Clerk's Office during normal business hours, Monday through Friday (excluding holidays and weekends). All interested parties are hereby advised that they may appear at said meetings and public hearings and be heard with respect to said ordinances.

Any person who decides to appeal any decision of the Planning and Zoning Commission or the City Council with respect to any matter being considered at these meetings will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City desires to accommodate persons with disabilities. Accordingly, any physically handicapped person, pursuant to Chapter 286.26 Florida Statutes, should, at least 48 hours prior to the meeting, submit a request that the physically handicapped person desires to attend the meeting to the City Clerk's Office.

Wanda F. Wells, MMC, City Clerk, City of Titusville, 555 South Washington Avenue, Post Office, Box 2806, Titusville, Florida 32781-2806, Phone 321-567-3686, Fax 321-383-5704

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Trucks on Local Roads Ordinance**

Department/Office: Community Development

Recommended Action:

Conduct the public hearing and final reading of Ordinance No. 10-2026, an ordinance of the City Of Titusville, Florida, amending the Code Of Ordinances to Regulate Truck Traffic in and on certain Residential Streets by Creating Section 17-34 “Restrictions on Truck Use of Streets” and amending Section 20-26 “Powers And Duties of City Manager Relative to Traffic” and Development Review Procedures Technical Manual Sections 14.2 “Pre-Application Meeting”, 14.3 “Concept Plan”, 14.4 “Application Procedures”, and 14.5 “Site Plan Required Exhibits”; Providing for Severability, Repeal of Conflicting Ordinances, Incorporation into the Code, and an Effective Date. This is a legislative item.

On April 8, 2026, the Planning and Zoning Commission recommended approval as written. The following friendly amendment was accepted: (1) Strike all technical manual references in this ordinance and add to the ordinance that, during construction activity, the City reserves the right to restrict access if deemed to be necessary to reduce impact on local streets. Approved unanimously with a 7-0 vote.

Summary Explanation & Background:

Background

On December 10, 2024, the Council provided an advisability to restrict heavy vehicle equipment from having access to residential areas. Discussion included the concern of moving and delivery trucks, limiting to construction vehicles, etc. On January 28, 2025, the Assistant City Attorney, Chelsea Farrel, provided a memorandum with examples of local ordinances. Council directed staff to bring back additional information on the site plan review process. In addition, Council requested the memorandum prepared by the Assistant City Attorney be sent to the Planning and Zoning Commission to review and make recommendations. Council also directed staff to prepare an ordinance to establish “No Thru Truck Zones” that will prohibit trucks from traveling on certain local roads when an alternative route is available. On February 19, 2025, the Planning and Zoning Commission provided comments on the Assistant City Attorney's memorandum.

Summary

The ordinance will create a new Section to the Land Development Regulations 17-34 titled "Restrictions on truck use of streets." It describes how No-thru-truck zones may be established by the Council, through the adoption of a resolution designating the specific right-of-way on which thru-truck traffic shall be prohibited, and where signs shall be posted. In addition, the ordinance requires a site plan to include information describing the proposed routes for heavy trucks to be utilized during construction.

Alternatives:

- Adopt the ordinance as written.
- Adopt the ordinance with changes.
- Do not adopt the ordinance.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Trucks on Local Streets-Construction Traffic Ord Ver2
2. 1-28-25 Council agenda Attorney
3. 02.19.25 Minutes Approved P&Z
4. Business Impact Estimate - Trucks on Local Streets_April 2026
5. Combo Legal Ad_03_31_26

ORDINANCE NO. X-2026

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES TO REGULATE TRUCK TRAFFIC IN AND ON CERTAIN RESIDENTIAL STREETS BY CREATING SECTION 17-34 "RESTRICTIONS ON TRUCK USE OF STREETS" AND AMENDING SECTION 20-26 "POWERS AND DUTIES OF CITY MANAGER RELATIVE TO TRAFFIC" AND DEVELOPMENT REVIEW PROCEDURES TECHNICAL MANUAL SECTIONS 14.2 "PRE-APPLICATION MEETING", 14.3 "CONCEPT PLAN", 14.4 "APPLICATION PROCEDURES", AND 14.5 "SITE PLAN REQUIRED EXHIBITS"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, Section 316.008(1)(g), Florida Statutes, grants authority to the City to restrict the use of streets and highways under the City's jurisdiction; and

WHEREAS, the City desires to balance the needs of commerce and commercial traffic against the negative impacts of heavy traffic on the City's roadways and neighborhoods, including but not limited to, the safety of pedestrians and bicyclists, and to reduce noise, pollution, and excessive wear and tear on City streets; and

WHEREAS, heavy traffic is increasing in many residential neighborhoods due to increased development within the City; and

WHEREAS, large trucks and excessive traffic during construction can pose safety risks and slow traffic on narrow or residential streets; and

WHEREAS, heavy trucks can cause excessive wear and tear on local roads not designed for such loads; and

WHEREAS, appropriate restrictions help preserve the lifespan of residential streets and reduce impacts on residential neighborhoods; and

WHEREAS*,* the State of Florida has granted the City the authority to restrict the use of streets and highways under the City's jurisdiction through Section 316.008(1)(g), Florida Statutes; and

WHEREAS, in order to alleviate the heavy traffic on certain streets in Titusville, the City Council finds it necessary to implement regulations for thru-traffic on certain residential streets.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA as follows:

SECTION 1: Recitals. The foregoing recitals are deemed true and correct and are hereby adopted and incorporated herein by this reference.

SECTION 2. That the Code of Ordinances, City of Titusville, is hereby amended by adding a section, to be numbered Chapter 17 "Streets, Sidewalks and Certain Other Public Places", Article II "Streets", Section 17-34 "Restrictions on truck use of streets", which said section reads as follows:

Sec. 17-34. Restrictions on truck use of streets.

(a) *Authority and purpose.* This section is created pursuant to authority granted under the Florida Uniform Traffic Control Law. The purpose of this section is to promote the public health, safety, and welfare by prohibiting thru-truck traffic on streets and roads which are unsuitable for such traffic by reason of their construction, or by reason of the character and nature of abutting property, where reasonably adequate alternative truck routes exist.

(b) *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:

(1) "No-thru-truck zone" means a street or road, or segment thereof, on which trucks are prohibited, except trucks traveling to or from a place abutting the zone, which place would otherwise be inaccessible by truck.

(2) "Truck" means a truck as defined in the Florida Uniform Traffic Control Law.

(c) *Establishment of zones.* No-thru-truck zones shall be established by the city council, through the adoption of a resolution designating the specific right-of-way on which thru-truck traffic shall be prohibited, and where signs shall be posted as provided for in subsection (e) of this section.

(d) *Considerations and guidelines.* The city council may establish a no-thru-truck zone if one or more of the following conditions exists; however, a no-thru-truck zone shall not be established unless truck traffic that would otherwise travel through the zone has an alternate route available:

(1) Traffic lanes are less than 12 feet wide.

(2) The street or road cannot adequately carry truck traffic because of damage to the surface or to abutting structures.

(3) Land use on both sides of the street or road is predominantly residential.

(4) The character of the greater right-of-way is pedestrian in nature.

(e) *Signage.* No-thru truck zones shall be signed at the beginning and end thereof, and at other places as the city may determine to be necessary, in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways published by the U.S. Department of Transportation, Federal Highway Administration.

(f) *Prohibition.* It is unlawful for any person to drive a truck in a no-thru-truck zone, unless the driving of such truck is within the exceptions specified in paragraph (b)(1) or subsection (g) of this section.

(g) *Exceptions.* The restrictions set forth in this article shall not apply to the following:

(1) Any truck making a delivery or providing services to or from a location in or abutting the no-thru-truck zone, which location would otherwise be inaccessible by such vehicle.

(2) The operation of a truck where necessary to reach the truck driver's personal residence. This exception shall not authorize the parking of a truck in front of a personal residence or at any location otherwise prohibited under this article.

(3) Public service or other government-owned vehicles.

(4) Emergency vehicles.

SECTION 3. That Chapter 20 "Traffic and Motor Vehicles", Article II "Administration", Section 20-26 "Powers and duties of City Manager relative to traffic", of the Code of Ordinances, City of Titusville, is hereby amended to read as follows:

Sec. 20-26. Powers and duties of city manager relative to traffic.

The City Manager, except as otherwise provided by this chapter, and except as otherwise directed from time to time by the City Council, shall have power and is hereby authorized:

(1) *In general.* To regulate the operation and parking of vehicles within the city by the erection or placing of proper signs and markers indicating prohibited or limited parking, restricted speed areas, one-way streets, through or arterial streets, stop streets, U-turns, play streets, school zones, hospital zones, quiet zones, and other signs or markers indicating the place and manner of operating or parking vehicles within the corporate limits of the city.

(2) *Safety zones, etc.* To designate crosswalks, safety zones, bus stops, and taxicab stands and to erect signs prohibiting the parking of vehicles other than buses and taxicabs in such stands.

(3) *Truck routes.* To designate truck routes, including those designated pursuant to Section 17-34 ~~"Restrictions on truck use of streets"~~ and to regulate the parking of vehicles of various sizes and weights.

(4) *Signs and markers.* To cause all such necessary signs or markers to be erected or placed on any street or part of a street when ~~he deems~~ such action is deemed necessary.

(5) *Traffic-control devices.* To determine the installation and proper timing and maintenance of traffic-control devices.

(6) *Closing streets.* When ~~he~~ deemed~~s it~~ in the interest of public safety or convenience, to temporarily ~~to~~ close any street, alley, or portion of the same to vehicular or foot traffic, or to divert such traffic therefrom.

(7) *Violations.* Any person failing or refusing to comply with the directions indicated or any sign or marker erected or placed in accordance with the provisions of this section when so placed or erected shall be guilty of a misdemeanor and punished as provided in S~~s~~ection 1-15.

SECTION 4. That Technical Manuals, Chapter 1 "Development Review Procedures", Section 14.2 "Site Plans, Pre-application Meeting", of the Code of Ordinances, City of Titusville, is hereby amended to read as follows:

14.2. *Pre-application Meeting.*

The following information/exhibits shall be required with the application for a Pre-application conference:

14.2.1. Legal description of the property including total area contained within the parcel (sites under one (1) acre shall state total area in square feet).

14.2.2. Future Land Use and current Zoning designations of the subject parcel and surrounding adjacent properties.

14.2.3. General information regarding the existing site conditions relative to natural topography, soils conditions, adjacent public facilities (i.e. roads, sewer, water, reuse), rights-of-ways, easements, and the intended legal positive drainage outfall.

14.2.4. Location of environmentally sensitive areas, including area of critical concern, watercourses, floodplains, floodways, wetlands, and natural habitat of threatened or endangered species.

14.2.5. A survey of trees and a sampling of understory vegetation as described in Section 30-40~~, Tree survey required before permit~~.

14.2.6~~7~~. The owner(s) name(s), developer name(s)~~,~~; and the names, addresses, and telephone numbers of the engineer, architect, landscape architect, planner, or surveyor as appropriate to the project.

14.2.7~~6~~. A tentative street and lot arrangement if applicable.

14.2.8~~7~~. A ~~G~~general description of the proposed development, general site data in sufficient detail to determine project suitability and impacts, proposed name, proposed principal and accessory uses, proposed density, parcels, open space, general building location(s), lot coverage, building(s) footprint square footage, building height, and parking requirements.

14.2.9~~8~~. Identification of any significant departure from normal demand on available levels of service for public facilities and services as set forth in Chapter 30, Article IV Concurrency.

14.2.10~~9~~. Any off-site improvements required for project feasibility and the provision of necessary public facilities and services.

14.2.11~~0~~. Proposed route(s) for heavy trucks utilized during construction for the purpose of reducing impacts on local streets.

SECTION 5. That Technical Manuals, Chapter 1 “Development Review Procedures”, Section 14.3 “Site Plans, Concept Plan”, of the Code of Ordinances, City of Titusville, is hereby amended to read as follows:

14.3. *Concept Plan.*

The following information/exhibits shall be required with the submittal of a conceptual plan:

14.3.1. Location, land use designation, zoning district, project name, owner(s) name(s), developer name(s), and the names, addresses, and telephone numbers of the engineer, architect, landscape architect, planner, or surveyor as appropriate to the project.

14.3.2. Location of environmentally sensitive areas, including watercourses, floodplains, wetlands, natural habitat of threatened or endangered species, and major trees or

major groups of trees. A wetlands survey less than five (5) years old prepared by a professional land surveyor registered in the state shall be provided depicting the boundaries of the wetlands and surface waters (ponds, canals, ditches). The wetlands survey shall be based upon a delineation utilizing F.A.C. Ch. 62-340, as amended, or other standards accepted by the appropriate regulatory agency. Where no wetlands or surface waters have been identified on site based upon either the Future Land Use Mmap or the U.S. Fish and Wildlife Service National Wetlands Inventory, athe wetlands survey is not required.

14.3.3. General site data in sufficient detail to determine project suitability and impacts, including area of site, topography, proposed density, open space, general building location(s), lot coverage, building(s) footprint square footage, and purpose.

14.3.4. Identification of any significant departure from normal demand on available levels of service for public facilities and services as set forth in Chapter 30, Article IV Concurrency.

14.3.5. Any off-site improvements required for project feasibility and the provision of necessary public facilities and services.

14.3.6. Proposed route(s) for heavy trucks utilized during construction for the purpose of reducing impacts on local streets.

SECTION 6. That Technical Manuals Chapter 1 “Development Review Procedures”, Section 14.4 “Site Plans, Application Procedures” of the Code of Ordinances, City of Titusville is hereby amended to read as follows:

14.4. *Application Procedures.*

The application procedures for site plan submittals are as follows ~~(Cross citation Sec. 34-203)~~:

14.4.1. All applications must be accompanied with the proposed development plan at a scale of no greater than 1/60, (one (1) inch to sixty (60) feet) on blue or black line print, and be submitted through the City's online portal.

14.4.2. The Administrator shall determine whether the application meets the minimum requirements identified within this section within three (3) working days of date of application. If the Administrator determines that the application meets the minimum requirements under this section it shall be submitted to the various development-related departments for their review and comment. Should the Administrator determine that the application does not meet the minimum requirements as set forth in this section, they shall transmit a notice of rejection identifying those elements not addressing the minimum requirements and return the application with ~~said~~ supporting documentation.

~~14.4.3. Reserved.~~

14.4.54. Upon receipt of the project review comments, the Administrator shall take one of the following actions:

14.4.54.1. If the application addresses all City regulations and requirements, the Administrator shall notify the applicant of final site plan approval.

14.4.54.2. In the event that comments are generated, the Administrator shall notify the applicant and identify the deficiencies. The applicant shall have a period of one hundred eighty (180) days to respond to City staff comments.

14.4.65. If the applicant fails to respond to staff comments within this one hundred eighty (180) day period, the application shall be deemed to have been withdrawn.

14.4.76. Responses to comment may be extended by the Administrator beyond the one hundred eighty (180) day period ~~providing the applicant can provide justification why such extension is needed~~upon a showing of good cause by the applicant. The Administrat~~or~~ion will determine whether good cause exists~~the request is justified~~ and the length of time for the extension.

SECTION 7. That Technical Manuals Chapter 1 "Development Review Procedures", Section 14.5 "Site Plans, Site Plan Required Exhibits" of the Code of Ordinances, City of Titusville is hereby amended to read as follows:

14.5. *Site Plan Required Exhibits.*

The following information/exhibits shall be required with the application for a site plan:

14.5.1. A ~~P~~project label~~: The project label shall~~ that consists of the name of the project; what type of development the project is; the name of the owner/developer, including address and contact telephone number; the engineer/surveyor/architect/landscape architect/planner name, address, and contact telephone number. A sheet index must be provided on the cover sheet.

14.5.2. Site d~~D~~ata~~:~~ i~~I~~nformation, including ~~to include~~, but not limited to, total project area or acreage; the square footage of commercial or industrial buildings; density (units/acre); ~~and~~ number of buildings; building coverage; number of floors with square footage of each floor~~areas~~; type of building construction; total impervious coverage; area to remain in a native state; acreage of wetlands; acreage in 100 year flood plain; current zoning and land uses; and other such information as the applicant or Administrator determines necessary to fully describe the impacts of development on the site.

14.5.3. A ~~C~~certification block that ~~: This area shall~~ includes an area for appropriate engineer/surveyor/architect/landscape architect seal and registration number as required, the date of the submission, indication of whether it is a revision, who drafted or designed the project, and what sheet it is.

14.5.4. ~~Property Legal description:~~ The property legal description from the ~~warranty~~ deed or title.

14.5.5. A ~~N~~north ~~A~~arrow and the ~~Scale: Included the north arrow and a~~ scale at which the project is drawn.

14.5.6. A ~~C~~current ~~S~~curvey~~.~~: i~~I~~ncluding a boundary map with~~.~~ ~~B~~boundaries of all tracts shown with bearings, distances, closures, and bulkhead lines, if any, and Tax Parcel I.D. #., ~~A~~adjoining subdivisions and parcels, rights-of-way, city limit lines, and easements.

14.5.7. A ~~V~~vicinity m~~M~~ap that includes~~: Included within the vicinity map shall be~~ the surrounding land use designations and zoning classifications for adjoining/adjacent properties as well as for the project itself.

14.5.8. ~~P~~proposed route(s) for heavy trucks utilized during construction for the purpose of reducing impacts on local streets.

14.5.~~9~~8. A ~~Topographical Survey: There shall be a~~ site~~.~~ specific topographical survey provided with contour intervals of at least one (1) foot in elevation, as appropriate to the site and scale of the plan. Datum must be clearly identified on plans.

14.5.~~10~~9. The ~~L~~location of jurisdictional wetlands with~~.~~ ~~A~~additional site-specific data as necessary to describe any impacts to conservation/wetland areas, and other environmentally sensitive resources, including any mitigation efforts to be proposed or required by these regulations. A wetlands survey less than five (5) years old prepared by a professional land surveyor registered in the state shall be provided depicting the boundaries of the wetlands and surface waters (ponds, canals, ditches). The wetlands survey shall be based upon a delineation utilizing F.A.C. Ch. 62-340, as amended, or other standards accepted by the appropriate regulatory agency. Where no wetlands or surface waters have been identified on site based upon either the Future Land Use M~~m~~ap or the U.S. Fish and Wildlife Service National Wetlands Inventory, a~~the~~ wetlands survey is not required.

14.5.11.~~0~~ A survey of trees and a sampling of understory vegetation as described in Section 30-40~~, Tree survey required before permit~~.

14.5.12~~1~~. A ~~G~~general soils map, as provided in the Soil Survey of Brevard County, Florida, as prepared by the United States Department of Agriculture Soil Conservation Service.

14.5.13~~2~~. A ~~G~~geotechnical report, hydraulic analysis for fire flow requirements, sanitary sewer pumping station calculations, and the stormwater summary sheet as provided by the City.

14.5.14~~3~~. The ~~E~~existing utility lines, stormwater management systems, and offsite contributing drainage areas.

14.5.15~~4~~. The ~~E~~existing and proposed structures.

14.5.16~~4~~. The ~~H~~hundred (100) year floodplain, as shown on the appropriate FEMA map panels.

14.5.17~~6~~. The ~~T~~typical cross-sections of proposed grades, roads, driveways, parking areas, retention ponds, drainage conveyances, and other applicable features.

14.5.18~~7~~. The ~~W~~water, ~~S~~sanitary, and ~~R~~reuse distribution system with plans and profiles, meeting all City design requirements and specifications, and showing crossings and connections to the existing utilities including any proposed off-site construction.

14.5.19~~8~~. The ~~T~~temporary construction erosion control plan meeting all National Pollutant Discharge Elimination System ~~(NPDES)~~ requirements.

SECTION 8. SEVERABILITY. If any provisions of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 9. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances, and all resolutions and parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 10. INCORPORATION INTO CODE. This Ordinance shall be incorporated into the City of Titusville Code of Ordinances and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the Code may be made.

SECTION 11. EFFECTIVE DATE. This Ordinance shall become effective upon adoption by the City Council in accordance with the Charter of the City of Titusville, Florida.

PASSED AND ADOPTED**,** this **___th** day of **_____, 2026.**

_____

Andrew Connors, Mayor

ATTEST:

_____

Wanda F. Wells, City Clerk

City of Titusville

"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the City Council

From: Richard Broome, City Attorney

Subject: **Memo re: Trucks on Local Roads**

Department/Office: City Attorney

Recommended Action:
Consider the attached memorandum regarding the City's ability to regulate trucks on local roads.

Summary Explanation & Background:
City Council requested information regarding the City's ability to regulate trucks on local roads. Attached hereto is a memorandum for Council's consideration.

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:
1. Memo re Trucks on Local Roads

INTEROFFICE MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Chelsea A. Farrell, Assistant City Attorney CF

SUBJECT: **Trucks on Local Roads**

DATE: December 11, 2024

At the December 10, 2024 City Council meeting, Council directed the City Attorney to research the ability to regulate construction vehicles and large trucks on local roads. Discussion included the concern of moving and delivery trucks, limiting construction vehicles, among other issues. This Memorandum intends to address the legal authorities on the matter, as well as potential solutions for Council to consider.

In 1971, the Florida Legislature enacted Ch. 316, F.S., the *Florida Uniform Traffic Control Law*, in order to "make uniform traffic laws to apply throughout the state and its several counties and uniform traffic ordinances to apply in all municipalities." Section 316.002, F.S. The Legislature recognized that there are conditions which require municipalities to pass certain other traffic ordinances regulating municipal traffic, and it expressly specified that s. 316.008, F.S., enumerates the area within which the municipalities are authorized to control certain traffic movement in their respective jurisdictions, copy attached for reference. Section 316.002, F.S. Section 316.002 also makes it unlawful for a municipality to pass or attempt to enforce any ordinance in conflict with the provisions of Ch. 316.

Section 316.008, F.S, *Powers of local authorities*, provides the authority to municipalities, with respect to streets under their jurisdiction and within the reasonable exercise of the police power, to regulate traffic in the following subsections, which may relate to the health, safety, and welfare of residents on a particular road, including the following:

(a) Regulating or prohibiting stopping, standing, or parking.

(b) Regulating traffic by means of police officers or official traffic control devices.

(c) Regulating or prohibiting processions or assemblages on the streets or highways, including all state or federal highways lying within their boundaries.

(d) Designating particular highways or roadways for use by traffic moving in one direction.

(e) Establishing speed limits for vehicles in public parks.

(f) Designating any street as a through street or designating any intersection as a stop or yield intersection.

(g) Restricting the use of streets.

(h) Regulating the operation of bicycles.

(i) Regulating or prohibiting the turning of vehicles or specified types of vehicles.

(j) Altering or establishing speed limits within the provisions of this chapter.

(k) Requiring written crash reports.

(l) Designating no-passing zones.

(m) Prohibiting or regulating the use of controlled access roadways by any class or kind of traffic.

(n) Prohibiting or regulating the use of heavily traveled streets by any class or kind of traffic found to be incompatible with the normal and safe movement of traffic.

(o) Designating hazardous railroad grade crossings in conformity to criteria promulgated by the Department of Transportation.

(p) Designating and regulating traffic on play streets.

(q) Prohibiting pedestrians from crossing a roadway in a business district or any designated highway except on a crosswalk.

(r) Regulating pedestrian crossings at unmarked crosswalks.

(s) Regulating persons upon skates, coasters, and other toy vehicles.

(t) Adopting and enforcing such temporary or experimental regulations as may be necessary to cover emergencies or special conditions.

(u) Enacting ordinances or erecting signs in the rights-of-way to control, regulate, or prohibit hitchhiking on streets or highways, including all state or federal highways lying within their boundaries.

(v) Regulating, restricting, or prohibiting traffic within the boundary of any airport owned by the state, a county, a municipality, or a political subdivision and enforcing violations under the provisions of this chapter and chapter 318.

(w) Regulating, restricting, or monitoring traffic by security devices or personnel on public streets and highways, whether by public or private parties and providing for the construction and maintenance of such streets and highways.

However, sec. 316.008(3), F.S. does prohibit the City from erecting or maintaining any traffic control device at any location so as to regulate the traffic on any state road unless approval in writing has first been obtained from the Department of Transportation.

In our research, we have found that certain local governments have created ordinances establishing "No Thru Truck Zones" that prohibit trucks from travelling on particular roads, provided that certain criteria is met and provided that an alternative route of travel is possible. See attached code language from Bonita Springs, Florida. Some local governments require a traffic control plan in their land development code, with requirements for developers to manage traffic flow and safety during construction on a new development site, including details like construction routes, lane closures, signage, flagging procedures, hours of operation and other necessary traffic control measures, to ensure the smooth movement of vehicles while minimizing disruptions to existing traffic patterns.

Section 316.515, F.S., *Maximum width, height, length*; provides that local authorities may restrict the use of public roads by vehicles exceeding 96 inches in width on public roads that do not have at least one through lane of 12 feet or more in width in each direction, and the use of such public roads are deemed unsafe for wider vehicles on the basis of safety and engineering analyses, with respect to streets and highways under their jurisdiction. Section 316.555, F.S., *Weight, load, speed limits may be lowered; condition precedent*; further provides that local authorities may prescribe by notice loads and weights and speed limits lower than the limits prescribed by Chapter 316 with respect to streets and highways under their jurisdiction, whenever in its or their judgment, such regulation or prohibition is necessary to provide for the public safety and convenience on the highways, or parts thereof, by reason of traffic density, intensive use thereof by the traveling public, or other reasons of public safety and convenience. It should be noted that exemptions must be provided for garbage collection vehicles and local deliveries, or transport of agricultural goods or equipment, to or from residential or commercial properties within the restricted area, including but not limited to, sod deliveries, moving trucks, and construction equipment. Large-scale development construction traffic for which alternate access exists shall not be considered a local delivery and shall utilize other access.

To address safety concerns raised by construction and other large vehicles traveling through residential areas, or large trucks causing damage to local roads, Council could consider enacting an Ordinance that would establish "No Thru Truck Zones" that would prohibit trucks from traveling on certain local roads when an alternative route is available. In addition, Council may consider requiring a construction traffic management plan for large-scale development projects.

ARTICLE IV. LIMITATIONS ON THRU TRUCK TRAFFIC

Sec. 40-60. Restrictions on truck use of streets.

(a) *Authority and purpose.* This section is ordained pursuant to authority granted under the Florida Uniform Traffic Control Law. The purpose of this section is to promote the public health, safety and welfare by prohibiting thru-truck traffic on streets and roads which are unsuitable for such traffic by reason of their construction or by reason of the character and nature of abutting property, where reasonably adequate alternative truck routes exist.

(b) *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:

No-thru-truck zone. A street or road, or segment thereof, on which trucks are prohibited, except trucks traveling to or from a place abutting the zone, which place would otherwise be inaccessible by truck.

Truck. A truck as defined in the Florida Uniform Traffic Control Law.

(c) *Establishment of zones.* No-thru-truck zones shall be established by the city council, through the adoption of a resolution designating the specific right-of-way on which thru-truck traffic shall be prohibited, and where signs shall be posted as provided for in subsection (e) of this section.

(d) *Considerations and guidelines.* The city council may establish a no-thru-truck zone if one or more of the following conditions exists; however, a no-thru-truck zone shall not be established unless truck traffic that would otherwise travel through the zone has an alternate route available:

(1) Traffic lanes are less than 12 feet wide.

(2) The street or road cannot adequately carry truck traffic because of damage to the surface or to abutting structures.

(3) Land use on both sides of the street or road is predominantly residential.

(4) The character of greater right-of-way is pedestrian in nature.

(e) *Signing.* No-thru truck zones shall be signed at the beginning and end thereof, and at other places as the city may determine to be necessary, in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways published by the U.S. Department of Transportation, Federal Highway Administration.

(f) *Prohibition.* It is unlawful for any person to drive a truck in a no-thru-truck zone, unless the driving of such truck is within the exception specified in the definition of "no-thru-truck" zone in subsection (b) of this section or pursuant to section 40-61.

(Ord. No. 23-03 , § 2(Exh. A), 5-3-2023)

Sec. 40-61. Exceptions.

The restrictions set forth in this article shall not apply to the following:

(1) Any truck making a delivery or providing services to or from a location in or abutting the no-thru-truck zone, which location would otherwise be inaccessible by such vehicle.

(2) The operation of a truck where necessary to reach the truck driver's personal residence. This exception shall not authorize the parking of a truck in front of a personal residence or at any location otherwise prohibited under this article.

(3) Public service or other government-owned vehicles.

(4) Emergency vehicles.

(Ord. No. 23-03 , § 2(Exh. A), 5-3-2023)

Sec. 40-62. Temporary truck routes.

The city manager may, in the event of an emergency, or as needed for maintenance, temporarily restrict truck traffic or establish specific temporary truck routes.

(Ord. No. 23-03 , § 2(Exh. A), 5-3-2023)

Sec. 40-63. Penalties.

A violation of this section shall be subject to the fines in Section 1-15 of the Bonita Springs Code. Further, violation of corresponding signage may be further enforced as a violation of § 316.074, Florida Statutes.

(Ord. No. 23-03 , § 2(Exh. A), 5-3-2023)

The Planning and Zoning Commission (P&Z) of the City of Titusville, Florida met in regular session in City Hall Council Chamber located at 555 South Washington Avenue on Wednesday February 19, 2025 at 6:00 p.m.

XXX

Chairman Dan Aton called the meeting to order at 6:00 p.m. Present were Vice Chairman Christopher Childs, Member John Scully, Member Janay Gelin, Member Erron Fayson, Member Theodore Garrod and Alternate John Rogers. Secretary Romie Grant and Alternate Member Michael Fendler were absent. Also, in attendance were Principal Planner Eddy Galindo, Planner Tabitha Armstrong, Assistant City Attorney Chelsea Farrell and Recording Secretary Laurie Dargie.

XXX

Vice Chairman Childs made a motion to approve the minutes from the February 5, 2025 meeting as presented. Member Rogers seconded. There was a unanimous voice vote in favor.

XXX

Quasi-Judicial Confirmation Procedures

XXX

Petitions and Requests from the Public Present
None

XXX

Old Business
None

XXX

New Business

EAS#3-2024 – Easement Vacation – 1558 Meadow Lark Drive
Planner Tabitha Armstrong gave an overview of this item.

The Planning and Zoning Commission members had questions for staff regarding the drainage easement.

John Dacko, applicant, of Titusville came to speak in favor of this item. Mr. Dacko requested that the Planning & Zoning Commission members might approve his request to vacate the full ten (10) feet of the drainage easement.

Assistant City Attorney Farrell explained to the Planning & Zoning Commission that they could not make a recommendation to approve the full ten (10) foot easement vacation that Mr. Dacko is requesting as that is not what was advertised on tonight's agenda.

The Planning & Zoning Commission had lengthy discussion with city staff and Mr. Dacko regarding the pictures of Mr. Dacko's backyard depicting a berm and not a swale as the staff report indicates there is a swale. The Planning & Zoning Commission members asked that staff take another look at Mr. Dacko's request based on his pictures and that a site visit take place to allow for an accurate assessment of his property for his request for an easement vacation of the ten (10) foot drainage easement.

XXX

Vice Chairman Childs made a motion to table Easement Vacation EAS#3-2024 – 1558 Meadow Lark Drive until a future Planning and Zoning Commission meeting to allow the applicant time to work with staff for his request to vacate ten (10) feet of the drainage easement. Member Scully seconded.

Roll call was as follows:

Member Garrod	Yes
Member Scully	Yes
Vice Chairman Childs	Yes
Member Gelin	Yes
Member Rogers	Yes
Member Fayson	Yes
Chairman Aton	Yes

Motion passed.

XXX

MEMO Regarding Trucks on Local Roads

Assistant City Attorney Chelsea Farrell gave an overview of this item.

Vice Chairman Childs said he was in support of this.

Member Garrod stated that there are "no thru trucks" signs near where he lives, but truck drivers do not always adhere to the signs. Member Garrod asked how this would be enforced. Member Garrod said that the greater issue is parking on the roads.

Kay St. Onge of Titusville, Florida came to speak about the concerns of trucks on Georgia Avenue in Titusville and that it is an issue she would support being addressed.

The Planning and Zoning Commission members had additional discussion relating to how to regulate this, enforce it, and their support of moving forward with an ordinance to address it.

XXX

Vice Chairman Childs made a motion to recommend to City Council, the Planning and Zoning Commission's support of moving forward with an ordinance to address trucks on local roads. Member Gelin seconded.

Roll call was as follows:

Member Rogers	Yes
Member Fayson	Yes
Vice Chairman Childs	Yes
Member Scully	Yes
Member Garrod	Yes
Member Gelin	Yes
Chairman Aton	Yes

Motion passed.

XXX

Clarification on Recommendation to City Council regarding Future Land Use Policy 1.9.1

Principal Planner Eddy Galindo asked that the Planning and Zoning Commission members provide clarification to staff regarding the recommendation made at their February 5, 2025 meeting.

The Planning and Zoning Commission members provided feedback and clarification.

Member Rogers suggested that road classifications only be done every seven years.

Mr. Galindo summarized the intent of the Commission's recommendation regarding Future Land Use Policy 1.9.1: to add flexibility to the locational criteria so that, beyond roadway classifications, certain roadway characteristics and functionality; such as roadway width, traffic volume, or other characteristics; could be used to allow the land use where appropriate. Mr. Galindo advised that any proposed changes would likely be brought before the Commission as part of the City's upcoming Evaluation and Appraisal Report (EAR) comprehensive plan amendments.

XXX

Petitions & Requests from the Public Present

None

XXX

Reports

Principal Planner Eddy Galindo introduced Tabitha Armstrong, one of the city's Planners, to the Planning and Zoning Commission.

Assistant City Attorney Chelsea Farrell proposed that the Planning and Zoning Commission members consider reviewing their By-Laws. The city transitioned to a new publishing software and the By-Laws for all Commissions & Boards were provided as the official agenda layout. Assistant City Attorney Farrell spoke in regards to the Planning and Zoning Commission's By-Laws and said that the Pledge of Allegiance is not on the agenda layout and the agenda also has separate sub-categories in the By-Laws for New Business and this could be removed to show simply as New Business which will encompass all applications and requests that come before the Commission.

XXX

Vice Chairman Childs made a motion to change the Planning and Zoning Commission By-Laws to include the Pledge of Allegiance and to simplify the New Business agenda portion by removing the following sub-categories: Rezoning, Annexations, Conditional Use Permit and Miscellaneous. Member Fayson seconded.

Roll call was as follows:

Member Fayson	Yes
Member Gelin	Yes
Member Garrod	Yes
Member Rogers	Yes
Member Childs	Yes
Secretary Grant	Yes
Chairman Aton	Yes

Motion passed.

XXX

Member Garrod informed the Planning and Zoning Commission that there is new legislation being proposed regarding "time restrictions on applicants" for local municipalities. Member Garrod said that 1,000 Friends of Florida is having a webinar that will explain this proposed legislation in depth.

Mr. Galindo clarified that the City of Titusville did not hold up the applicant's request for seven years.

Member Rogers commented that he feels that the local government did not function smoothly with regards to Mr. Dacko's request and hopes that it would run more smoothly for these types of reasonable requests in the future. He asked that staff would go in person to verify what is actually on the property.

XXX

Adjournment 7:51pm

City of Titusville, Florida
Business Impact Estimate

This form should be included in the City Council agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Titusville website by the time notice of the proposed ordinance is published, excluding the exceptions provided in 166.041(4), Florida Statutes.

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES TO REGULATE TRUCK TRAFFIC IN AND ON CERTAIN RESIDENTIAL STREETS BY CREATING SECTION 17-34 "RESTRICTIONS ON TRUCK USE OF STREETS" AND AMENDING SECTION 20-26 "POWERS AND DUTIES OF CITY MANAGER RELATIVE TO TRAFFIC" AND DEVELOPMENT REVIEW PROCEDURES TECHNICAL MANUAL SECTIONS 14.2 "PRE-APPLICATION MEETING", 14.3 "CONCEPT PLAN", 14.4 "APPLICATION PROCEDURES", AND 14.5 "SITE PLAN REQUIRED EXHIBITS"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with Section 166.041(4*), Florida Statutes*. If one or more boxes are checked below, this means the City of Titusville is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;

[1] See Section 166.041(4)(c), Florida Statutes.

b. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the county;
c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
e. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Titusville hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):
The ordinance allows the City Manager to restrict truck traffic on local roads.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Titusville, if any:
The trucking industry may be required to use longer routes for deliveries. Applicants for new development may incur an additional cost to provide construction details.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
It is not possible to estimate the additional cost to local businesses.

4. Additional information the governing body deems useful (if any):

3/31/26
LM

AD#12192296 3/31/2026

CITY OF TITUSVILLE
NOTICE OF PUBLIC HEARINGS
FOR PROPOSED ENACTMENT OF TITUSVILLE CITY ORDINANCES

PLEASE TAKE NOTICE that the City Council of the City of Titusville will hold public hearings on **Tuesday, April 28, 2026**, at a meeting commencing at **6:30 p.m.**, at Titusville City Hall, second floor, Council Chamber, 555 South Washington Avenue, Titusville, Florida 32796, to hear interested persons with regard to the following proposed ordinances:

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA AMENDING THE CODE OF ORDINANCES TO ESTABLISH PROCEDURES FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCE WITHIN THE CITY CONSISTENT WITH CHAPTER 2025-182, LAWS OF FLORIDA BY CREATING SECTIONS 28-21 "ACCOMMODATIONS FOR A CERTIFIED RECOVERY RESIDENCE"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES TO REGULATE TRUCK TRAFFIC IN AND ON CERTAIN RESIDENTIAL STREETS BY CREATING SECTION 17-34 "RESTRICTIONS ON TRUCK USE OF STREETS" AND AMENDING SECTION 20-26 "POWERS AND DUTIES OF CITY MANAGER RELATIVE TO TRAFFIC" AND DEVELOPMENT REVIEW PROCEDURES TECHNICAL MANUAL SECTIONS 14.2 "PRE-APPLICATION MEETING", 14.3 "CONCEPT PLAN", 14.4 "APPLICATION PROCEDURES", AND 14.5 "SITE PLAN REQUIRED EXHIBITS"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

PLEASE ALSO TAKE NOTICE that the City of Titusville Planning and Zoning Commission, the Local Planning Agency, will hold public hearings on **Wednesday, April 8, 2026**, at a meeting commencing at **6:00 p.m.**, to hear interested persons with regard to these matters for recommendation to the City Council. This meeting and the public hearings will be held in the Council Chamber on the second floor of City Hall, 555 South Washington Avenue, Titusville, Florida 32796.

The proposed ordinances may be inspected by the public at the City of Titusville City Clerk's Office during normal business hours, Monday through Friday (excluding holidays and weekends). All interested parties are hereby advised that they may appear at said meetings and public hearings and be heard with respect to said ordinances.

Any person who decides to appeal any decision of the Planning and Zoning Commission or the City Council with respect to any matter being considered at these meetings will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City desires to accommodate persons with disabilities. Accordingly, any physically handicapped person, pursuant to Chapter 286.26 Florida Statutes, should, at least 48 hours prior to the meeting, submit a request that the physically handicapped person desires to attend the meeting to the City Clerk's Office.

Wanda F. Wells, MMC, City Clerk, City of Titusville, 555 South Washington Avenue, Post Office, Box 2806, Titusville, Florida 32781-2806, Phone 321-567-3686, Fax 321-383-5704

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Andriene Treasure, Esq., City Attorney

Subject: **Resolution No. 07-2026 — Repealing Resolution No. 24-1997 and Establishing Revised Quasi-Judicial Procedures**

Department/Office: City Attorney's Office

Recommended Action:

Adopt Resolution No. 07-2026 repealing Resolution No. 24-1997 and establishing revised quasi-judicial procedures.

Summary Explanation & Background:

At the last Council meeting, dated April 14, 2026, Council postponed taking action on the Resolution based on a robust conversation resulting from public comments. Specifically, Council requested the definition of “adjacent” relating to the Resolution. The City Attorney’s Office has provided a Memorandum for Council’s review. Please see attached.

At the Council meeting held March 24, 2026, Council postponed taking action on this matter and directed the City Attorney’s Office to add two changes to the Proposed Resolution. One, to allow the City Attorney’s Office to receive the notice of a party intervenor and two, to add the definition of abutting real property to the Proposed Resolution. The changes are added to the Proposed Resolution. Additionally, the City Attorney’s Office attached an addendum to this report outlining the definitions of “abutting” as informational only.

An update of the City’s existing 1997 Resolution on quasi-judicial procedures is warranted. The City has seen increased activities in land use development in recent years and an uptick in land use related matters being brought before the City both administratively and at public hearings. The Office of the City Attorney has determined that there is a need to update the procedures in accordance with current applicable laws, ordinances, policies and procedures in order to provide clear, concise, and sound legal guidance to the City Council and Administrative Boards.

Alternatives:

1.) Accept, approve, and enact Resolution 07-2026.

2.) Do not accept the proposed Resolution 07-2026.
3.) Other actions deemed appropriate by Council.

Item Budgeted:
N/A

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:
1. Memorandum
2. Resolution No. 07-2026 (Final Version)
3. Abutting Definition
4. Resolution No. 07-2026 (Former Version)
5. Resolution No. 24-1997

CITY OF TITUSVILLE

"Gateway to Nature and Space"

Office of the City Attorney

555 S. Washington Avenue • P.O. Box 2806
Titusville, FL 32796-3584 • 32781-2806

Phone: (321) 383-5693
CityAttorney@titusville.com
www.titusville.com

INTEROFFICE MEMORANDUM

To: Honorable Mayor and City Council

From: Office of the City Attorney

Date: April 22, 2026

Re: *Robust Discussion Concerning Resolution 07-2026 at the April 14, 2026, Council Meeting*

Quasi-Judicial Hearings

Quasi-judicial proceedings usually involve administrative bodies exercising discretionary fact-finding and decision-making functions akin to the judicial process. Thus, quasi-judicial proceedings require more than a regular agenda item and must adhere to established formal rules in the presentation of matters subject to a quasi-judicial hearing, especially land use related matters. Statutory provisions and case law[1] provide guidance as to some formalities, although not as stringent and regimented as judicial rules of evidence and court administration.

Conducting the Hearing

Similar to a court proceeding, a quasi-judicial proceeding calls for the establishment of the **parties** subject to the proceedings and who will present the issues (case) before the administrative decision-making body and whose rights will be affected and impacted by said decision. Generally, the parties are usually the applicant, and the City, which is represented by City staff. Council, the governing body, is considered the decision-making body; the "judge" to use a judicial term.

A. Under Florida Statutes, case law, and both City Resolutions[2] "party status" determines who formally participates in these quasi-judicial proceedings. Specifically, party status gives

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1 Florida Statutes §§ 163.3215 & 286.0114; *Jennings v.Dade County*, 589 So.2d 1337, (Fla. 3rd DCA 1991); *Carillon Community Residential v. Seminole County*, 45 So.3d 7 (Fla. 5th DCA 2010).

2 The 1997 Resolution provides: "**Affected Party means an individual, company, corporation, land trust, estate, trust, partnership, association, or other legal entity whose interest may be adversely affected by a Board's action."**

the identified "parties" at these hearing the ability to (1) present evidence, (2) cross-examine witnesses, (3) themselves be subject to be cross-examined, (4) be informed of all facts upon which the governing body relied upon for the decision-making process, and (5) offer rebuttal, if desired.

B. Throughout statute and case law, party status is defined and distinguished from a participant (regular public comment/commentator) as a person or entity that will suffer an adverse effect to an interest protected or; can show special damages; has a legally recognizable interest which is affected by the decision; can show economic harm; or show proximity to the property.

C. The proposed 2026 Resolution defines a party (along with the applicant and staff) as "*Affected Person* means a person (or persons), natural or corporate, who is the owner of the subject property, or who owns property abutting real property that is the subject of a proposed change to the land use related matter, **or any person or local government that will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan.**

D. The proposed 2026 Resolution definition above does not limit to proximity only but includes "…any person that will suffer an adverse effect…". Additionally, the proposed Resolution allows any affected person the opportunity to file a notice to become a party intervenor to the proceedings. If someone believes they will suffer an adverse effect, they can request to be a party intervenor. Understanding that a party intervenor will be afforded the opportunity to (1) present evidence, (2) cross-examine witnesses, (3 themselves be subject to be cross-examined, (4) be informed of all facts upon which the governing body relied upon for the decision-making process, and (5) offer rebuttal if desired.

Conclusion

Respectfully, the concerns brought before Council regarding standing, participation, abutting, adjacent,[3] opportunity to object, opportunity to be heard etc., are unfounded. The current proposed 2026 Resolution summarily reads that any person that will suffer an adverse effect to an interest can request to be a party intervenor to the quasi-judicial hearing. Abutting and proximity is not an exclusive qualifier, it's an obvious and common one noted.

Council may reiterate to the public, at these hearings, that if someone wishes to be a party and submit the requisite notice of intent to be a party intervenor then that individual can get the same

3Adjacent is variously defined as: "having a common endpoint or border," Adjacent, MERRIAM WEBSTER ONLINE; "close to; lying near," Adjacent, THE AMERICAN HERITAGE DICTIONARY OF THE ENGLISH LANGUAGE (5 ed. 2022); "next to something," Adjacent, OXFORD ADVANCED LEARNER'S DICTIONARY (10 ed. 2020); "[l]ying near or close to, but not necessarily touching," Adjacent, BLACK'S LAW DICTIONARY (12 ed. 2024).

opportunity to (1) present evidence, (2) cross-examine witnesses, (3) themselves be subject to be cross-examined, (4) be informed of all facts upon which the governing body relied upon for the decision-making process, and (5) offer rebuttal if desired.

Please let me know if any further clarification is needed.

RESOLUTION NO. 07-2026

A RESOLUTION OF THE CITY OF TITUSVILLE, FLORIDA, REPEALING RESOLUTION NO. 24-1997 AND ESTABLISHING REVISED QUASI-JUDICIAL PROCEDURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Titusville has, by motion, previously adopted and from time to time amended rules of procedure to govern the conduct of hearings and other matters coming before the City Council and Administrative Boards of the City; and

WHEREAS, it is the intent of the City Council to provide an equitable and efficient process that provides due process of law for the City to hear quasi-judicial matters and to set forth the City's quasi-judicial procedures. These procedures shall be utilized by the City Council and specified Administrative Boards of the City when rendering final decisions on quasi-judicial land use matters; and

WHEREAS, the City Council wishes to update the adopted rules of procedure for quasi-judicial matters; and

WHEREAS, the City Council of the City of Titusville desires to implement the process and procedure for disclosure of contact by citizens with public officials authorized by *Section 286.0115, Florida Statutes*; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF TITUSVILLE, FLORIDA, AS FOLLOWS:

Section 1. INTENT AND PURPOSE.

1.1. The City of Titusville recognizes that Administrative Boards often serve in a quasi-judicial capacity concerning land use matters. As such, all interested parties should be afforded certain due process safeguards in the form of adequate notice, a fair opportunity to be heard in person and through counsel, the right to present evidence, and the right to cross-examine witnesses.

1.2. The rules and procedures set forth in this Resolution are applicable only to Administrative Boards serving in a quasi-judicial capacity concerning land use related matters.

Section 2. DEFINITIONS. For purposes of this Resolution only, the following definitions shall apply when applicable:

2.1. *Administrative Board* or *Board* means a City administrative body acting in a quasi-judicial capacity concerning land use related matters, including, but not limited to: City Council, Board of Adjustments and Appeals, Planning and Zoning Board, Community Redevelopment Agency, City Council, or any other administrative body acting in such a capacity. The term does not include the Code Enforcement Board, Code Enforcement Special Magistrate, or any other Special Magistrate of the City.

2.2. *Abutting Real Property* means any real property that shares a property boundary with the property that is the subject of the proposed change to the land use relater matter. This is an objective qualification that can be confirmed by any reviewer with reference to the property maps recorded with the Brevard County Property Appraiser.

2.3. *Affected Person* means a person (or persons), natural or corporate, who is the owner of the subject property, or who owns property abutting real property that is the subject of a proposed change to the land use related matter, or any person or local government that will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan.

2.4. *Competent Substantial Evidence* means sufficiently relevant and material evidence a reasonable mind would accept as adequate to support a conclusion.

2.5. *Expert* means a person who is deemed qualified in a subject matter by knowledge, skill, experience, training, or education.

2.6. *Land Use related matter* means a public hearing where variances, conditional use permits, appeals, site-specific zoning changes, development agreement, or other site-specific development orders are considered.

2.7. *Party* or *Parties* means the applicant and city staff.

2.8. *Party intervenor* means an affected person who has filed a notice of intent to participate in the proceedings with the City Attorney's Office at least three (3) days prior to the quasi-judicial hearing. All party intervenors may present evidence, may cross-examine witnesses, and shall be subject to cross-examination.

2.9. Quasi-Judicial matter means a matter where an affected party is provided notice and a hearing and shall include public hearings where variances, conditional use permits, site-specific zoning changes, development agreement, or other site-specific development orders, and appeals therefrom, are considered. Judgment of the Board is contingent on consideration of the evidence presented at the hearing and such decision is viewed as the application of policy applied to the affected party or property rather than general policy setting.

2.10. *Site-Specific* means a land use related matter which has an impact on a limited number of persons or property owners and includes identifiable parties and interests. The term does not include comprehensive rezoning or any comprehensive plan changes of any size.

Section 3. NOTICE AND SCHEDULING OF PUBLIC HEARINGS.

3.1. Notice and scheduling requirements for public hearings held before a Board shall be provided in accordance with applicable state law and City ordinances.

Section 4. EX-PARTE COMMUNICATIONS.

4.1. A person may not be precluded from communicating directly with a member of the decision-making body by application of ex-parte communication prohibitions. Disclosure of such communications, while not required, is strongly recommended, and such nondisclosure shall not be presumed prejudicial.

4.2. All decisions of the decision-making body in a quasi-judicial proceeding on land use matters must be supported by substantial, competent evidence in the record pertinent to the proceeding, irrespective of such communications.

4.3. In the event an ex-parte communication occurs, disclosure of such communication prior to a quasi-judicial hearing commences shall remove any presumption of prejudice arising from the ex-parte communication.

4.4. In the event a Board member conducts an investigation or site visit to a property subject to quasi-judicial proceedings pending before the Board, disclosure of such communication or site visit prior to a quasi-judicial hearing shall remove any presumption of prejudice arising from the investigation or site visit.

Section 5. HEARING PROCEDURE.

5.1. At the meeting the public shall be advised of the following:

During the public hearing portion of the meeting, anyone wishing to speak on a quasi-judicial item must complete and sign a speaker card along with the corresponding oath. The cards are located on the table in Chambers. City staff will make the initial presentation, followed by the Applicant's presentation, and then the hearing will be open for public comments. The Applicant may make a brief rebuttal if desired. Witnesses may be cross-examined and all photographs, sketches, or documents for the hearing must be submitted to the City Clerk and will be retained by the City.

Members shall disclose any ex-parte communications or site visits at this time.

5.2. The City Clerk shall have available an oath to be signed by all persons who anticipate speaking on any public hearing item.

5.3. At the meeting the public shall be advised of the following:

During the public hearing portion of the meeting, anyone wishing to speak on a quasi-judicial item must complete and sign a speaker card along with the corresponding oath.

The cards are located on the table in Chambers. City staff will make the initial presentation, followed by the Applicant's presentation, and then the hearing will be open for public comments. The Applicant may make a brief rebuttal if desired. Witnesses may be cross-examined and all photographs, sketches, or documents for the hearing must be submitted to the City Clerk and will be retained by the City.

Members shall disclose any ex-parte communications or site visits at this time.

5.4. The City Clerk shall have available an oath to be signed by all persons who anticipate speaking on any public hearing item.

5.5. Each witness is to state their name and address, and those representing an applicant as a consultant, engineer, or attorney will state the name of the principal they are presenting on behalf of.

5.6. City staff shall make the initial presentation. The applicant shall then make a presentation, followed by a presentation from any party-intervenor. During such presentations, only the members of the decision-making body shall be permitted to ask questions.

5.7. After all parties and party-intervenors have made their presentations, they will be permitted to cross-examine all parties and party-intervenors, including city staff and the applicant, in order of their appearance at the hearing.

5.8. After cross-examination has been concluded, all members of the public who wish to offer public comment and who have filled out a speaker card, will be permitted to do so. Members of the public shall be subject to the time limits generally applicable to such comment.

5.9. After public comment, all parties and party-intervenors shall be provided with an opportunity for brief rebuttal and summary.

5.10. The decision-making body will then make a motion and proceed to discuss the matter and vote on the motion.

5.11. *Request to continue the public hearing*. If a party requests the hearing to be continued after the hearing commences, the Board may entertain a motion to continue the hearing and subsequent discussion and vote. If the public hearing is to be continued to a time and date certain, then readvertising and notice will not be necessary. If the hearing is continued to an unspecified time and date, then readvertising and notice will be required; in accordance with applicable law, City Ordinances, and Resolutions. The cost of such readvertising and notice will be borne by the party requesting the continuance.

5.12. *Voting of members*. Any Board member who was absent from a prior meeting in which a specific case was heard shall review the record of the prior proceeding and such review shall be acknowledged by the Board member on the record prior to taking a vote with respect thereto.

Section 6. EVIDENTIARY REQUIREMENTS.

6.1. *Evidentiary standard*. Although quasi-judicial proceedings are not controlled by strict rules of evidence and procedure, the Board should attempt to limit evidence or testimony which is hearsay, irrelevant, repetitive, or unfounded in law or fact.

A. *Burden of proof*. The burden of proof in quasi-judicial hearings concerning land use related matters shall be in accordance with all applicable local, state, and federal law. The burden of proof is on the applicant to demonstrate that their application complies with the procedural requirements of the land use ordinances, hardship requirements (if applicable), and that the proposal is consistent with the comprehensive plan.

6.2. *Basis for board decision making*. The Board is not required to make findings of fact in a quasi-judicial proceeding involving a land use related matter. However, the following shall be applicable in the Board's decision-making process:

A. The Board must have competent substantial evidence to support its findings and judgment which also must be in accordance with essential requirements of local, state, and federal law.

B. While the Board may hear the objections of the public or interested parties, the Board's judgment must be based on the facts adduced and upon relevant land use principles as set forth in relevant ordinances and statutes.

C. Standing alone, opinions and objections of the public or interested parties are not factual evidence and are not a sound basis for denial of a petition or application for quasi-judicial action on a land use related matter unless supported by other facts, ordinance criteria, or comprehensive plan requirements.

D. A Board should recognize that the City's comprehensive plan establishes a long-range maximum limit on the possible intensity of land use. It does not establish a minimum limit on the possible intensity of land use. Thus, a property owner is not necessarily entitled to the zoning change sought by proving consistency with the comprehensive plan when the Board's action is also consistent with the plan.

6.3. *Layman and expert witnesses***.** The following rules establish what testimony shall be considered competent, substantial evidence in a quasi-judicial proceeding:

A. Facts the witness has personal knowledge of.

B. If the witness is an expert and adequately deemed qualified to express an expert opinion on the matter, facts that expert witness has personal knowledge of and opinions or inferences of the expert witness related to the subject matter before the Board.

C. *Qualifying a witness as an expert***.** For purposes of paragraph B. of this subsection, a witness is qualified as an expert witness only if the Board determines so in accordance with the following procedure:

(1) A party has the burden of requesting, and this request shall be made prior to proffering the testimony, that the Board make a determination the witness is an expert.

(2) The witness has specialized skills, education, and technical experience in the subject matter.

(3) If the Board determines the witness is deemed an expert, the witness will testify and may be cross-examined for the record, and the Board may give weight and consideration to the expert's opinions or inferences.

6.4. *Qualifications of city staff***.** City staff members testifying before a Board in a quasi-judicial proceeding shall always be qualified as an expert witness unless, upon cross-examination, it is shown that a staff member does not possess the scientific, technical, or other specialized skill or knowledge necessary to qualify as an expert on the matter before the Board.

Section 7. SEVERABILITY AND REPEAL OF CONFLICT.

7.1. SEVERABILITY CLAUSE. If any section, paragraph, subdivision, clause, sentence, or provision of this Resolution shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate, or nullify the remainder of this Resolution, but the effect thereof shall be confined to the section, paragraph, subdivision, clause, sentence, or provision immediately involved in the controversy in which judgment or decree shall be rendered.

7.2. CONFLICT WITH OTHER LAWS.

A. All resolutions or parts thereof in conflict with this Resolution or inconsistent with this Resolution are hereby repealed to the extent of said conflict or inconsistency.

B. These rules shall be construed in a manner which is consistent with applicable local, state and federal law, and to the extent there is a conflict, applicable local, state and federal law shall prevail.

7.3. CONFLICT WITH OTHER BOARD POLICIES AND PROCEDURES.

A. It is recognized that each Board may have pre-established policies and procedures to conduct Board business. Thus, to the extent such policies do not conflict with the rules and procedures set forth in this Resolution and applicable local, state, and federal law, they shall remain in full force and effect.

B. Preestablished and new Board policies and procedures may be amended or created from time to time so long as no conflict exists with this Resolution or applicable local, state, and federal law.

Section 8. EFFECTIVE DATE: This Resolution shall take effect upon adoption.

PASSED AND ADOPTED, this day of _____ 2026.

_____

Andrew Connors, Mayor

ATTEST:

_____

Wanda F. Wells, City Clerk

Definition of Abutting

The revised Quasi-Judicial Procedures contemplated in City of Titusville Resolution No. 07-2026, allow individuals to participate in a hearing in the same manner a party to that hearing—the City and the Applicant—are permitted to participate if that individual qualifies as a Party Intervenor. A Party Intervenor is an Affected Person who has filed a notice of intent to participate in the proceedings with the Community Development Department at least three (3) days prior to the quasi-judicial hearing. § 2.7, Reso. 07-2026. Affected persons are those individuals, natural or corporate, that own the subject property or own property abutting real property that is the subject of a proposed change to a future land use, or a person or local government that will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan. § 2.2, Reso. 07-2026.

During the March 24, 2026, Hearing on the Resolution, a question arose concerning the meaning of the term "abutting" as used in § 2.2. The term "abutting" is defined variously as: "adjoining, bordering," *Abutting*, MERRIAM WEBSTER ONLINE; "[t]o border upon or end at; be next to," *Abut*, THE AMERICAN HERITAGE DICTIONARY OF THE ENGLISH LANGUAGE (5 ed. 2022); "(of land or a building) to be next to something or to have one side touching the side of something," *Abut*, OXFORD LEARNER'S DICTIONARY. Black's Law Dictionary directs one to the term "adjoining property" when "abutting property" is looked up, which is defined as "[a] property that is immediately next to another property." *Adjoining Property*, BLACK'S LAW DICTIONARY (12 ed. 2024).

It is clear from these definitions that an "abutting" real property is any real property that shares a property boundary with the property that is the subject of the proposed change in future land use. This is an objective qualification that can be confirmed by any reviewer with reference to the property maps supplied by the Brevard County Property Appraiser.

RESOLUTION NO. 07-2026

A RESOLUTION OF THE CITY OF TITUSVILLE, FLORIDA, REPEALING RESOLUTION NO. 24-1997 AND ESTABLISHING REVISED QUASI-JUDICIAL PROCEDURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Titusville has, by motion, previously adopted and from time to time amended rules of procedure to govern the conduct of hearings and other matters coming before the City Council and Administrative Boards of the City; and

WHEREAS, it is the intent of the City Council to provide an equitable and efficient process that provides due process of law for the City to hear quasi-judicial matters and to set forth the City's quasi-judicial procedures. These procedures shall be utilized by the City Council and specified Administrative Boards of the City when rendering final decisions on quasi-judicial land use matters; and

WHEREAS, the City Council wishes to update the adopted rules of procedure for quasi-judicial matters; and

WHEREAS, the City Council of the City of Titusville desires to implement the process and procedure for disclosure of contact by citizens with public officials authorized by *Section 286.0115, Florida Statutes*; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF TITUSVILLE, FLORIDA, AS FOLLOWS:

Section 1. INTENT AND PURPOSE.

1.1. The City of Titusville recognizes that Administrative Boards often serve in a quasi-judicial capacity concerning land use matters. As such, all interested parties should be afforded certain due process safeguards in the form of adequate notice, a fair opportunity to be heard in person and through counsel, the right to present evidence, and the right to cross-examine witnesses.

1.2. The rules and procedures set forth in this Resolution are applicable only to Administrative Boards serving in a quasi-judicial capacity concerning land use related matters.

Section 2. DEFINITIONS. For purposes of this Resolution only, the following definitions shall apply when applicable:

2.1. *Administrative Board* or *Board* means a City administrative body acting in a quasi-judicial capacity concerning land use related matters, including, but not limited to: City Council, Board of Adjustments and Appeals, Planning and Zoning Board, Community Redevelopment Agency, City Council, or any other administrative body acting in such a capacity. The term does not include the Code Enforcement Board, Code Enforcement Special Magistrate, or any other Special Magistrate of the City.

2.2. *Affected Person* means a person (or persons), natural or corporate, who is the owner of the subject property, or who owns property abutting real property that is the subject of a proposed change to a future land use, or any person or local government that will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan.

2.3. *Competent Substantial Evidence* means sufficiently relevant and material evidence a reasonable mind would accept as adequate to support a conclusion.

2.4. *Expert* means a person who is deemed qualified in a subject matter by knowledge, skill, experience, training, or education.

2.5. *Land Use related matter* means a public hearing where variances, conditional use permits, appeals, site-specific zoning changes, development agreement, or other site-specific development orders are considered.

2.6. *Party* or *Parties* means the applicant and city staff.

2.7. *Party intervenor* means an affected person who has filed a notice of intent to participate in the proceedings with the Community Development Department at least three (3) days prior to the quasi-judicial hearing. All party intervenors may present evidence, may cross-examine witnesses, and shall be subject to cross-examination.

2.8. *Site-Specific* means a land use related matter which has an impact on a limited number of persons or property owners and includes identifiable parties and interests. The term does not include comprehensive rezoning or any comprehensive plan changes of any size.

2.9. *Quasi-Judicial matter* means a matter where an affected party is provided notice and a hearing and shall include public hearings where variances, conditional use permits, site-specific zoning changes, development agreement, or other site-specific development orders, and appeals therefrom, are considered. Judgment of the Board is contingent on consideration of the evidence presented at the hearing and such decision is viewed as the application of policy applied to the affected party or property rather than general policy setting.

Section 3. NOTICE AND SCHEDULING OF PUBLIC HEARINGS.

3.1. Notice and scheduling requirements for public hearings held before a Board shall be provided in accordance with applicable state law and City ordinances.

Section 4. EX-PARTE COMMUNICATIONS.

4.1. A person may not be precluded from communicating directly with a member of the decision-making body by application of ex-parte communication prohibitions. Disclosure of such communications, while not required, is strongly recommended, and such nondisclosure shall not be presumed prejudicial.

4.2. All decisions of the decision-making body in a quasi-judicial proceeding on land use matters must be supported by substantial, competent evidence in the record pertinent to the proceeding, irrespective of such communications.

4.3. In the event an ex-parte communication occurs, disclosure of such communication prior to a quasi-judicial hearing commences shall remove any presumption of prejudice arising from the ex-parte communication.

4.4. In the event a Board member conducts an investigation or site visit to a property subject to quasi-judicial proceedings pending before the Board, disclosure of such communication or site visit prior to a quasi-judicial hearing shall remove any presumption of prejudice arising from the investigation or site visit.

Section 5. HEARING PROCEDURE.

5.1. At the meeting the public shall be advised of the following:

During the public hearing portion of the meeting, anyone wishing to speak on a quasi-judicial item must complete and sign a speaker card along with the corresponding oath. The cards are located on the table in Chambers. City staff will make the initial presentation, followed by the Applicant's presentation, and then the hearing will be open for public comments. The Applicant may make a brief rebuttal if desired. Witnesses may be cross-examined and all photographs, sketches, or documents for the hearing must be submitted to the City Clerk and will be retained by the City.

Members shall disclose any ex-parte communications or site visits at this time.

5.2. The City Clerk shall have available an oath to be signed by all persons who anticipate speaking on any public hearing item.

5.3. Each witness is to state their name and address, and those representing an applicant as a consultant, engineer, or attorney will state the name of the principal they are presenting on behalf of.

5.4. City staff shall make the initial presentation. The applicant shall then make a presentation, followed by a presentation from any party-intervenor. During such presentations, only the members of the decision-making body shall be permitted to ask questions.

5.5. After all parties and party-intervenors have made their presentations, they will be permitted to cross-examine all parties and party-intervenors, including city staff and the applicant, in order of their appearance at the hearing.

5.6. After cross-examination has been concluded, all members of the public who wish to offer public comment and who have filled out a speaker card, will be permitted to do so. Members of the public shall be subject to the time limits generally applicable to such comment.

5.7. After public comment, all parties and party-intervenors shall be provided with an opportunity for brief rebuttal and summary.

5.8. The decision-making body will then make a motion and proceed to discuss the matter and vote on the motion.

5.9. *Request to continue the public hearing*. If a party requests the hearing to be continued after the hearing commences, the Board may entertain a motion to continue the hearing and subsequent discussion and vote. If the public hearing is to be continued to a time and date certain, then readvertising and notice will not be necessary. If the hearing is continued to an unspecified time and date, then readvertising and notice will be required; in accordance with applicable law, City Ordinances, and Resolutions. The cost of such readvertising and notice will be borne by the party requesting the continuance.

5.10. *Voting of members***.** Any Board member who was absent from a prior meeting in which a specific case was heard shall review the record of the prior proceeding and such review shall be acknowledged by the Board member on the record prior to taking a vote with respect thereto.

Section 6. EVIDENTIARY REQUIREMENTS.

6.1. *Evidentiary standard*. Although quasi-judicial proceedings are not controlled by strict rules of evidence and procedure, the Board should attempt to limit evidence or testimony which is hearsay, irrelevant, repetitive, or unfounded in law or fact.

A. *Burden of proof***.** The burden of proof in quasi-judicial hearings concerning land use related matters shall be in accordance with all applicable local, state, and federal law. The burden of proof is on the applicant to demonstrate that their

application complies with the procedural requirements of the land use ordinances, hardship requirements (if applicable), and that the proposal is consistent with the comprehensive plan.

6.2. *Basis for board decision making***.** The Board is not required to make findings of fact in a quasi-judicial proceeding involving a land use related matter. However, the following shall be applicable in the Board's decision-making process:

A. The Board must have competent substantial evidence to support its findings and judgment which also must be in accordance with essential requirements of local, state, and federal law.

B. While the Board may hear the objections of the public or interested parties, the Board's judgment must be based on the facts adduced and upon relevant land use principles as set forth in relevant ordinances and statutes.

C. Standing alone, opinions and objections of the public or interested parties are not factual evidence and are not a sound basis for denial of a petition or application for quasi-judicial action on a land use related matter unless supported by other facts, ordinance criteria, or comprehensive plan requirements.

D. A Board should recognize that the City's comprehensive plan establishes a long-range maximum limit on the possible intensity of land use. It does not establish a minimum limit on the possible intensity of land use. Thus, a property owner is not necessarily entitled to the zoning change sought by proving consistency with the comprehensive plan when the Board's action is also consistent with the plan.

6.3. *Layman and expert witnesses***.** The following rules establish what testimony shall be considered competent, substantial evidence in a quasi-judicial proceeding:

A. Facts the witness has personal knowledge of.

B. If the witness is an expert and adequately deemed qualified to express an expert opinion on the matter, facts that expert witness has personal knowledge of and opinions or inferences of the expert witness related to the subject matter before the Board.

C. *Qualifying a witness as an expert***.** For purposes of paragraph B. of this subsection, a witness is qualified as an expert witness only if the Board determines so in accordance with the following procedure:

(1) A party has the burden of requesting, and this request shall

be made prior to proffering the testimony, that the Board make a determination the witness is an expert.

(2) The witness has specialized skills, education, and technical experience in the subject matter.

(3) If the Board determines the witness is deemed an expert, the witness will testify and may be cross-examined for the record, and the Board may give weight and consideration to the expert's opinions or inferences.

6.4. *Qualifications of city staff***.** City staff members testifying before a Board in a quasi-judicial proceeding shall always be qualified as an expert witness unless, upon cross-examination, it is shown that a staff member does not possess the scientific, technical, or other specialized skill or knowledge necessary to qualify as an expert on the matter before the Board.

Section 7. SEVERABILITY AND REPEAL OF CONFLICT.

7.1. SEVERABILITY CLAUSE. If any section, paragraph, subdivision, clause, sentence, or provision of this Resolution shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate, or nullify the remainder of this Resolution, but the effect thereof shall be confined to the section, paragraph, subdivision, clause, sentence, or provision immediately involved in the controversy in which judgment or decree shall be rendered.

7.2. CONFLICT WITH OTHER LAWS.

A. All resolutions or parts thereof in conflict with this Resolution or inconsistent with this Resolution are hereby repealed to the extent of said conflict or inconsistency.

B. These rules shall be construed in a manner which is consistent with applicable local, state and federal law, and to the extent there is a conflict, applicable local, state and federal law shall prevail.

7.3. CONFLICT WITH OTHER BOARD POLICIES AND PROCEDURES.

A. It is recognized that each Board may have pre-established policies and procedures to conduct Board business. Thus, to the extent such policies do not conflict with the rules and procedures set forth in this Resolution and applicable local, state, and federal law, they shall remain in full force and effect.

B. Preestablished and new Board policies and procedures may be amended or created from time to time so long as no conflict exists with this Resolution or applicable local, state, and federal law.

Section 8. EFFECTIVE DATE. That this Resolution shall take effect upon adoption.

PASSED AND ADOPTED this _____day of March, 2026.

RESOLUTION NO. 24 - 1997

A RESOLUTION OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING RESOLUTION NO. 25-1995 BY DELETING ANY SITE SPECIFIC COMPREHENSIVE PLAN AMENDMENTS FROM THE QUASI-JUDICIAL PROCEDURE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Titusville has, by motion, previously adopted and from time to time amended rules of procedure to govern the conduct of hearings and other matters coming before the City Council; and,

WHEREAS, as a result of recent developments of case law, the City Council deems it to be in the best interests of the health, safety and welfare of the citizens of the City of Titusville to provide rules of procedure to govern hearings before the City Council and its administrative Boards when meeting in a quasi-judicial capacity in zoning related matters; and,

WHEREAS, the City Council wishes to adopt rules of procedure for quasi-judicial matters; and,

WHEREAS, the City Council realizes that case law is still developing regarding administrative Boards meeting in a quasi-judicial capacity in zoning related matters, as such, the City Council acknowledges that this Resolution will have to be amended from time to time to keep abreast of future developments in case law related to this subject matter; and,

WHEREAS, the Florida Supreme Court in *Brevard County v. Snyder, 620 So.2d 469 (Fla. 1993)* found that certain proceedings conducted by the administrative Boards are quasi-judicial proceedings and that substantial competent evidence must be contained in the record to support a decision of the Board; and,

WHEREAS, the Florida Supreme Court in *Martin County v. Yusem, 22 Fla. L. Weekly S156 (March 27, 1997)* has found that all comprehensive plan amendments are legislative; and,

WHEREAS, the case of *Jennings v. Dade County, 589 So.2d 1337 (Fla. 3d DCA 1991)* prohibits ex-parte communications with Board members in hearings involving quasi-judicial proceedings; and,

WHEREAS, public officials such as the Board members are frequently contacted by citizens desiring to express their opinions in matters coming before the Board; and,

WHEREAS, the City Council of the City of Titusville desires to implement the process and procedure authorized by *Chapter 286.0115, Florida Statutes* that establishes the process and procedure for disclosure of contact by citizens with public officials; and,

WHEREAS, Administrative Board members will endeavor to avoid off-the-record comments from citizens in quasi-judicial proceedings and desires to establish a process or procedure for disclosure of inadvertent contact by citizens with members of the Boards in said proceedings.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF TITUSVILLE, FLORIDA, AS FOLLOWS:

Section 1. INTENT AND PURPOSE.

1.1. The City of Titusville recognizes that administrative Boards often serve in a quasi-judicial capacity concerning zoning related matters. As such, all interested parties should be afforded certain minimal due process safeguards in the form of due notice, a fair opportunity to be heard in person and through counsel, the right to present evidence, and the right to cross examine adverse witnesses. Furthermore, the City Council recognizes the requirements of applicable law regarding the evidence and other matters which may be considered when making a quasi-judicial determination in a zoning related matter.

1.2. The rules and procedures set forth in this resolution are applicable only to administrative Boards serving in a quasi-judicial capacity concerning zoning related matters.

Section 2. DEFINITIONS. For purposes of this Resolution only, the following definitions shall apply when applicable (defined terms appear in Capital Letters):

2.1. *Board* means a City administrative body acting in a quasi-judicial capacity concerning zoning related matters, including, but not limited to: Board of Adjustments, Code Enforcement Board, Planning and Zoning Board, Community Redevelopment Agency, City Council or any other administrative body acting in such a capacity.

2.2. *Competent Substantial Evidence* means sufficiently relevant and material evidence a reasonable mind would accept as adequate to support a conclusion.

2.3. *Expert* means a person who is qualified in a subject matter by knowledge, skill, experience, training, or education.

2.4. *Interested Party* means an individual, corporation, business, or land trust, estate, trust, partnership, association, or other legal entity whose interest may be adversely affected by a Board's action.

2.5. *Site-Specific* means a zoning related matter which has an impact on a limited number of persons or property owners and include identifiable parties and interests. Specifically not included is comprehensive rezoning or any comprehensive plan changes.

2.6. *Quasi-Judicial* is determined by the essential nature of the Board's actions.

A. The Board's actions are quasi-judicial providing:

(1) an interested party is provided notice and a hearing;

(2) judgment of the Board is contingent on the consideration of evidence made at a hearing;

(3) the Board adjudicates private rights of a particular person after a hearing; and,

(4) the Board's decision can be viewed as a policy application rather than policy setting.

B. *Quasi-judicial* shall include public hearings where variances, appeals, conditional use permits, site-specific zoning changes, or other site-specific development orders are considered.

C. *Quasi-judicial* does not include comprehensive rezoning or any comprehensive plan changes of any size.

2.7. *Zoning related matter* means a public hearing where a Board considers variances, conditional use permits, appeals, site-specific zoning changes, or development orders.

Section 3. NOTICE AND SCHEDULING OF PUBLIC HEARINGS.

3.1. Notice and scheduling requirements for public hearings held before a Board shall be provided in accordance with applicable state law and City ordinances.

Section 4. EX-PARTE COMMUNICATIONS.

4.1. **INTENT.**

The City Council of the City of Titusville recognizes that in quasi-judicial proceedings such as zoning related matters that said proceedings have been recognized by the Florida courts to constitute quasi-judicial decisions which must be based upon competent substantial evidence contained in the record in the proceedings.

The City Council recognizes that in accordance with the case of *Jennings v. Dade County, 589 So.2d 1336 (Fla. 3d DCA 1991)*, that in quasi-judicial proceedings that information or evidence is to be presented at a hearing before the Board. In addition, it is recognized that as public officials, citizens demand and expect the right to voice their opinions to local public officials.

In recognition of the nature of quasi-judicial proceedings and the public's expectation of being able to voice their opinions to local public officials, it is the intention of the City Council for its Boards to avoid contacts other than at hearings before the Board and that it is the desire and intent of the City Council to establish a process and procedure for disclosure of inadvertent ex parte communications.

4.2. **PROCESS AND PROCEDURE.**

A. In the event a member of a Board receives an ex parte communication outside of the hearing or proceeding before the Board, said Board member shall disclose and make a part of the record before final action is taken the identity of the person, group or entity with whom the communication took place and the subject of the communication including all opinions or facts discussed. Said disclosure shall be made before or during the public hearing at which a vote is to be taken on said matter and any persons having opinions contrary to those expressed in the ex parte communication shall be given a reasonable opportunity to refute, rebut or respond to the communication.

B. In the event a member of a Board receives or reads a written communication from any person relating to a quasi-judicial proceeding pending before the Board, said written comments shall be disclosed and made a part of the record before final action is taken by the Board, and any person having an opinion to the contrary to that expressed or disclosed in the written communication or opinion shall be given a reasonable opportunity to refute or rebut and respond to the communication.

C. In the event a member of a Board conducts an investigation or site visit or receives any expert opinions regarding quasi-judicial proceedings pending before the Board, then in that event said investigation or site visit or opinion shall be disclosed and

made a part of the record before final action is taken by the Board, and any person having an opinion to the contrary to that expressed in the investigation or site visit or opinion shall be given a reasonable opportunity to refute or rebut and respond to the communication.

4.3. **PRESUMPTION.**

In the event an ex-parte communication should occur as described herein and disclosure is made in accordance with the process and procedure described above, then in that event any official action taken by the Board in any quasi-judicial proceeding shall remove any presumption of prejudice arising from said ex-parte communication where an ex-parte communication has occurred.

Section 5. HEARING PROCEDURE. The following outline will be followed in conducting hearings:

5.1. At the beginning of a meeting, the Mayor or Chairperson shall review the order of presentation, opportunity for public participation and opportunity for cross examination of witnesses. The Mayor and Chairperson will advise that any written, photographic, or other demonstrative evidence relied upon during the presentation must be submitted into the record and will not be returned.

5.2. The Clerk has available an oath to be signed by all persons who anticipate speaking on any public hearing item. (See Section 7)

5.3. All persons who anticipate they may speak, will be asked to sign up for the public hearing item(s) they wish to address.

5.4. Open public hearing for particular item.

5.5. Ask attorney to read ordinance (if required).

5.6. Ask clerk to confirm the advertising and notice requirements for the public hearing item have been satisfied.

5.7. Remind each witness to state their name, address (firm or company if consultant), and whether they have been sworn.

5.8. **REQUEST STAFF PRESENTATION.**

A. Presentation should include: (1) the nature of the request; (2) the identification and discussion of issues to be determined by the Board; and (3) staff recommendation.

B. Enter into evidence the staff report and all exhibits presented or referred to by staff during its presentation. Also enter into evidence staff's resume.

C. Inquire of applicant if they wish to cross examine the staff presenter.

5.9. **REQUEST APPLICANT PRESENTATION.**

A. Ensure that all documents, photographs, drawings or other evidence referred to by the presenter or witness is entered into the record.

B. Allow cross examination of witness(es) by staff representative.

5.10. **PUBLIC COMMENT.**

A. Open floor to public comment taking speakers in order they signed up and allow cross examination of witness(es) by applicant and staff representative.

B. Ensure that all documents, photographs, drawings or other evidence referred to by the presenter or witness is entered into the record.

C. Open floor to additional speakers who failed to sign up. Ensure they are sworn.

5.11. **APPLICANT'S REBUTTAL.**

A. Applicant may introduce into evidence only on points raised during the public comment phase to rebut new issues.

B. Ensure that all documents, photographs, drawings or other evidence referred to by the presenter or witness is entered into the record.

5.12. Questions from Board members and staff to any presenters (Board members' comments and questions are appropriate throughout the proceeding).

5.13. Close public comment and open discussion among Board members. No additional evidence may be introduced.

5.14. Close public hearing and vote. If public hearing is to be continued, continue to a time and date certain within thirty (30) days. Readvertising and notice will not be

necessary. If continued to an unspecified time and date, readvertising and notice **will be** required.

5.15. **VOTING OF MEMBERS.** Any Board member who was absent from a prior meeting in which a specific case was heard shall review the record of the prior proceeding and such review shall be acknowledged by the Board member on the record prior to taking a vote with respect thereto.

Section 6. EVIDENTIARY REQUIREMENTS.

6.1. **BURDEN OF PROOF.** The burden of proof in quasi-judicial hearings concerning zoning related matters shall be in accordance with all applicable local, state and federal law. The burden of proof shall be as follows:

A. The initial burden is on the landowner to demonstrate that their petition or application for use of privately owned lands (rezoning, conditional use permit, variance, site plan approval, etc.) complies with the reasonable procedural requirements of the zoning ordinance, hardship requirements (if applicable) and that the proposal is consistent with the comprehensive plan.

B. Upon such showing by the landowner, the burden shifts to the Board to demonstrate that maintaining the existing zoning classification with respect to the property accomplishes a legitimate public purpose (not arbitrary, discriminatory, or unreasonable).

C. After such showing by the Board, the landowner's only recourse is to assert and prove that the actions of the Board in denying the petition or application are confiscatory and thereby constitutes a taking.

6.2. **BASIS FOR BOARD DECISION MAKING.** The Board is not required to make findings of fact in a quasi-judicial proceeding involving a zoning related matter. However, the following shall be applicable in the Board's decision-making process:

A. All interested parties should be given a full and fair opportunity to express their views.

B. The Board must have before it competent substantial evidence to support its findings and judgment which also must be in accord with essential requirements of local, state and federal law.

C. While the Board should hear the objections of interested parties, the Board's judgment must be based on the facts adduced, and not on the mere polling of interested parties. In order words, the function of a quasi-judicial board is to make a determination on the basis of facts adduced and upon relevant zoning principles as set forth in a zoning ordinance rather than conduct a plebiscite of the neighbors.

D. Standing alone, opinions and objections of interested parties are not factual evidence and not a sound basis for denial of a petition or application for quasi-judicial action on a zoning related matter unless supported by facts, ordinance criteria or comprehensive plan requirements.

6.3. **CONSISTENCY WITH COMPREHENSIVE PLAN.** The City should have the discretion to decide the maximum development density of a particular area provided the Board approves some development that is consistent with the comprehensive plan and the City's decision is supported by competent substantial evidence.

A. A Board should recognize that the City's comprehensive plan establishes a long range maximum limit on the possible intensity of land use. It does not establish a minimum limit on the possible intensity of land use. Thus, a property owner is not necessarily entitled to the zoning change sought by proving consistency with the comprehensive plan when the Board's action is also consistent with the plan.

6.4. **LAYMAN AND EXPERT WITNESSES.** The following rules of evidence shall serve as a Board's guideline when determining how much weight should be afforded the testimony received in a quasi-judicial proceeding.

A. **GENERAL.** The Board shall not consider the testimony of a witness unless:

(1) The witness has personal knowledge of the fact in which the witness will testify to; and,

(2) In the case of testimony consisting of opinions or inferences, the testimony is qualified under paragraph 6.4.B. or C;

(3) Argument or opinions of attorneys is generally not evidence unless based upon personal factual knowledge.

B. **LAYMAN WITNESSES.** Lay witnesses will be encouraged to give information based upon their personal knowledge and may give opinions or expert

testimony only if they are qualified to express an opinion or have special knowledge or training or the opinion expressed does not require special knowledge or training

C. **EXPERT WITNESSES.** Testimony of an expert witness is qualified under this paragraph C. only if the Board determines:

(1) Whether the subject matter is **proper** for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or help to establish a fact in issue; and,

(2) Whether the witness is adequately **qualified** to express an opinion on the matter.

D. **QUALIFYING A WITNESS AS AN EXPERT.** For purposes of paragraph C. of this section, a witness is qualified as an expert witness only if the Board determines so in accordance with the following procedure:

(1) An interested party has the burden of requesting, and this request shall be made prior to proffering the testimony, the Board to make a determination the witness is an expert;

(2) By majority vote, the Board will determine whether the witness satisfies the criteria in Section 6.4.C. supra;

(3) If the Board determines the witness is qualified to testify as an expert, the witness will testify and be cross examined for the record and the Board may give weight and consideration to the expert's opinion;

(4) If the Board determines that the witness does **not** qualify to testify as an expert, or if an interested party fails to request the Board to determine the qualifications of the expert in accordance with this paragraph, the witness may still testify and be cross examined for the record, however, the Board shall not give any weight or consideration to the opinion of the witness.

6.5. **QUALIFICATIONS OF CITY STAFF.** City staff members testifying before a Board in a quasi-judicial proceeding must:

A. State for the record their qualifications, or

B. Place on record a resume listing their qualifications.

6.6. **RECORD OF THE PROCEEDINGS.** Any facts, copies of evidence, or exhibits (including any maps or photos) relied on by the Board as a basis for their decision must be on record. Failure to include evidence on record could result in the Board's decision being reversed by a reviewing court.

6.7. **EVIDENTIARY STANDARD.** Although quasi-judicial proceedings are not controlled by strict rules of evidence and procedure, the Board should attempt to limit evidence or testimony which is hearsay, irrelevant, repetitive, or unfounded in law or fact.

6.8. **PRESENTATION.** All interested parties must be afforded the opportunity to present evidence, cross examine witnesses, and be informed of all the facts upon which the Board acts.

Section 7. SWEARING IN OF PARTIES.

7.1. Before testifying, each witness shall sign in and declare on the record that they will testify truthfully by taking an oath in the following or similar manner:

> I (state witness' name) swear or affirm to tell the truth, the full truth and nothing but the truth.

Section 8. SEPARABILITY AND REPEAL OF CONFLICT.

8.1. **SEPARABILITY CLAUSE.** If any section, paragraph, subdivision, clause, sentence, or provision of this Resolution shall be adjudged by any court or competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate, or nullify the remainder of this Resolution, but the effect thereof shall be confined to the section, paragraph, subdivision, clause, sentence or provision immediately involved in the controversy in which judgment or decree shall be rendered.

8.2. **CONFLICT WITH OTHER LAWS.**

A. All resolutions or parts thereof in conflict with this Resolution or inconsistent with this Resolution are hereby repealed to the extent of said conflict or inconsistency.

B. These rules shall be construed in a manner which is consistent with applicable local, state and federal law, and to the extent there is a conflict, applicable local, state and federal law shall prevail.

8.3. **CONFLICT WITH OTHER BOARD POLICIES AND PROCEDURES.**

A. It is recognized that each Board may have preestablished policies and procedures to conduct Board business. Thus, to the extent such policies do not conflict with the rules and procedures set forth in this Resolution and applicable local, state and federal law, they shall remain in full force and effect.

B. Preestablished and new Board policies and procedures may be amended or created from time to time so long as no conflict exists with this Resolution and applicable local, state and federal law.

Section 9. AMENDMENT OF THIS RESOLUTION. The City Council may amend this Resolution from time to time in order to comply with new developments and modifications in applicable state or federal case law, *Florida Statutes*, or other related law.

Section 10. EFFECTIVE DATE. That this Resolution shall take effect May 27, 1997.

PASSED AND ADOPTED this 27th day of May, 1997.

Larry D. Bartley, Mayor

ATTEST:

Maureen V. Phillips, Assistant City Clerk

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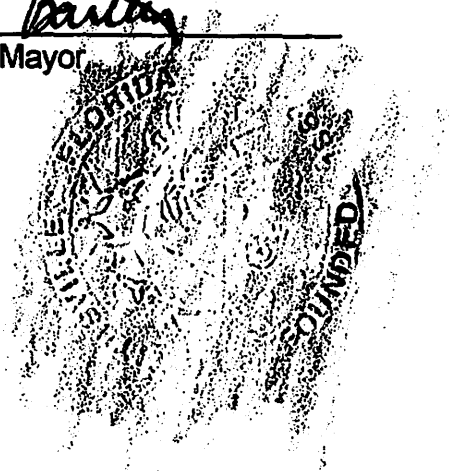

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Presentation of Funding Options for the Titusville Economic Development Organization (EDO)**

Department/Office: Economic Development

Recommended Action:

Staff recommends that City Council provide direction on preferred funding strategies to advance the implementation of the Titusville Economic Development Organization.

Summary Explanation & Background:

Staff will present a comprehensive overview of potential funding mechanisms to support the establishment and long-term sustainability of the Titusville Economic Development Organization (EDO). The presentation will outline both initial capitalization strategies and recurring revenue sources for Council consideration and policy direction.

On January 29, 2026, the City Council held a Special Meeting to discuss the formation of a new Economic Development Organization following the dissolution of the North Brevard Economic Development Zone (NBEDZ). As part of that discussion, Council expressed interest in exploring funding strategies that would ensure the EDO is adequately resourced to effectively carry out its mission.

The creation of a sustainable funding framework is a critical component of the EDO's success. Staff has evaluated a range of funding mechanisms utilized by peer communities, as well as locally viable options that align with the City's fiscal policies and economic development objectives.

Alternatives:

1. Provide direction to staff on preferred funding mechanisms for further development and implementation.
2. Request additional analysis or alternative funding scenarios.
3. Take no action.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. EDOFundingStratsV3
2. Restricted_Economic_Development_Fund_Resolution_Draft_2026V3b
3. FPLOrdinanceV3
4. TIFOrdinanceV4b
5. Resolution No. 1-2026

Economic Development Funding Strategies

Revised pros and cons of the three draft policy approaches for City Council consideration.

Strategy 1 | FPL franchise fee set-aside

Strategy 2 | Economic Development TIF district

Strategy 3 | Restricted fund via annual budget

Prepared for Council discussion

Focus: administrative feasibility, revenue defensibility, budget flexibility, and policy alignment.

Updated to reflect policy draft language and review comments received on the prior presentation.

Strategy 1 | FPL Franchise Fee Set-Aside

Draft ordinance: dedicate a portion of incremental FPL franchise fees generated by new development to a restricted economic development fund.

STRATEGY 1

How the draft works

- Sets aside only incremental FPL franchise fee revenue above the prior-year baseline.
- Restricts those monies to approved economic development purposes.
- Leaves the existing baseline franchise fee revenue in place for general municipal operations.

Pros

- Ties the funding concept to new development activity rather than the existing revenue base.
- Creates a legally restricted funding mechanism if Council wants a growth-linked tool for economic development.
- Could be revisited later as a supplemental funding source once a defensible calculation methodology is established.

Cons

- Revenue cannot be forecast with confidence because future electric usage, growth, and FPL rate inputs are uncertain.
- Finance would need a reliable methodology to verify what portion is truly attributable to new development.
- Narrow revenue base makes the option restrictive and less flexible than a broader fund structure.
- Creates uncertainty around future reliable General Fund revenues if the set-aside grows over time.

Strategy 2 | Economic Development TIF District

Draft ordinance: establish an Economic Development TIF district and trust fund to capture part of future ad valorem growth for economic development purposes.

STRATEGY 2

How the draft works

- Establishes an ED-TIF district and trust fund to capture a portion of future ad valorem growth.
- Requires a base year, district boundaries, a calculation formula, and annual administration.
- Directs the captured increment to City Council-approved economic development uses.

Pros

- Provides the clearest formal dedicated-revenue framework of the three options.
- Could scale over time if commercial and industrial taxable value grows materially.
- Creates a long-range structure for major economic development projects if Council wants a distinct growth-capture mechanism.

Cons

- Most complex option to calculate, administer, explain, and maintain over time.
- Redirects a portion of future ad valorem growth that could otherwise support broader General Fund priorities.
- District design, baseline selection, and annual calculation methodology create substantial implementation risk.
- Current fiscal uncertainty, potential revenue pressures, and rising costs make this the most restrictive option at this time.
- Growth-capture structures may face greater policy risk given recent state scrutiny of similar mechanisms.

Strategy 3 | Restricted Fund Through the Annual Budget

Draft resolution: create a restricted Economic Development Fund funded through annual appropriations, remaining NBEDZ balances, and other lawful revenues.

STRATEGY 3

How the draft works

• Creates a restricted Economic Development Fund within the City's normal budget process.

• Allows funding from annual appropriations, remaining NBEDZ balances after obligations, and other lawful revenues.

• Keeps all expenditures subject to Council approval, reporting, and audit oversight.

Pros

• Fastest and simplest option to implement.

• All funds placed in the account are legally restricted for economic development purposes as approved by Council.

• Preserves flexibility while protecting the City's broader financial priorities and commitments.

• Can be adjusted over time as additional lawful funding sources become available.

• No fixed ceiling on future funding; the structure can grow as Council chooses.

• Mirrors an existing restricted-fund approach the City already uses successfully.

Cons

• Does not create an automatic growth-capture revenue stream on its own.

• Annual funding levels will depend on budget capacity and Council priorities.

• May be viewed externally as less permanent than a dedicated revenue mechanism.

Recommended Council Direction

Recommendation revised to align with the comments returned on the draft presentation.

Recommendation

Adopt Strategy 3 as the City's initial funding mechanism for the EDO.

Why this is the strongest immediate fit

- Most practical and defensible option under current fiscal conditions.
- Avoids speculative or difficult-to-verify revenue calculations.
- Preserves Council discretion while legally restricting the fund to economic development purposes.
- Can be capitalized immediately with remaining NBEDZ balances and supplemented later by appropriations or other lawful revenues.

Suggested Council message: start with the structure that is implementable now, financially flexible, and accountable to Council.

Next Steps if Council Accepts the Recommendation

The implementation path below reflects the comments received and adds a clearer emphasis on measurable outcomes.

1

Adopt Strategy 3 framework

Approve the restricted fund resolution and confirm eligible uses, reporting, and non-lapsing balances.

2

Seed and structure the fund

Transfer remaining City-controlled NBEDZ balances after obligations and establish the first appropriation through the budget process.

3

Define goals and measurable outcomes

Track measures such as jobs, capital investment, private leverage, site-readiness milestones, project activity, and fund balance performance.

4

Revisit dedicated revenue tools later

After the EDO has operating history and clearer fiscal data, reassess whether Strategy 1 or Strategy 2 should be added.

RESOLUTION NO. ____-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA, ESTABLISHING A RESTRICTED ECONOMIC DEVELOPMENT FUND THROUGH THE ANNUAL BUDGET PROCESS; CREATION OF RESTRICTED ECONOMIC DEVELOPMENT FUND; DEFINING ELIGIBLE USES; ESTABLISHING OVERSIGHT, REPORTING, AND ACCOUNTABILITY; INITIAL CAPITALIZAION AND ANNUAL FUNDING POLICY; AND AN EFFECTIVE DATE.

WHEREAS, the City of Titusville recognizes that economic development initiatives are essential to strengthening the local tax base, supporting job creation, enhancing workforce readiness, and improving overall quality of life; and

WHEREAS, the City Council desires to maintain flexibility within the annual budgeting process to allocate funds specifically for economic development activities; and

WHEREAS, establishing a restricted fund ensures fiscal discipline, transparency, accountability, and direct Council oversight of expenditures; and

WHEREAS, such a fund may be supplemented by grants, sponsorships, loan repayments, program income, or other lawful revenues consistent with applicable laws.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA:

SECTION 1. CREATION OF RESTRICTED ECONOMIC DEVELOPMENT FUND.

There is hereby established within the City's financial system a restricted fund to be known as the "Economic Development Fund" (the "Fund"). The Fund shall be accounted for in accordance with applicable governmental accounting standards and shall be used solely for the purposes set forth herein. The following sources may contribute to the fund:

a. Annual appropriations approved by the City Council through the adopted municipal budget;

b. Supplemental appropriations may be authorized by the City Council, including allowable revenue sources; and

c. Grants, donations, sponsorships, repayments, program income, or other lawful revenues designated for public/private economic development purposes. No expenditure shall occur absent a duly authorized appropriation.

SECTION 2. ELIGIBLE USES.

a. Monies within the Fund shall be used exclusively for strategic, project-specific economic development initiatives and shall not be used for routine departmental operations, personnel costs, or general administrative expenses.

b. Subject to City Council approval and compliance with applicable law, eligible uses include:

1. Performance-based economic incentives tied to job creation, capital investment, or measurable economic impact;
2. Strategic site readiness improvements necessary to attract or retain targeted industry employers;
3. Gap financing or matching funds required to secure state, federal, or regional economic development grants;
4. Feasibility studies, due diligence analyses, or third-party evaluations directly related to a defined economic development project;
5. Redevelopment initiatives designed to stimulate private investment targeted industrial areas; and
6. Workforce initiatives directly tied to the needs of a specific expansion or recruitment project.

SECTION 3. OVERSIGHT, REPORTING, AND ACCOUNTABILITY.

a. The Economic Development Board of Directors may review and recommend proposed expenditures from the Fund; however, such recommendations shall be advisory in nature.

b. Final approval of all appropriations and expenditures from the Fund shall remain exclusively with the City Council through the annual budget process.

c. The City's Economic Development Director (or designee) shall provide annual written reports to the City Council detailing the current Fund balance, revenues received, expenditures authorized and disbursed, and status of funded initiatives.

d. The Fund shall be subject to annual independent audit as part of the City's Annual Comprehensive Financial Report (ACFR). Nothing herein shall be construed to create any entitlement, contractual right, or guarantee of funding to any applicant or entity.

SECTION 4. INITIAL CAPITALIZAION AND ANNUAL FUNDING POLICY.

a. Initial Funding. The City Council hereby confirms the allocation of all remaining City of Titusville funds from the North Brevard Economic Development Zone (NBEDZ), upon satisfaction and fulfillment of all outstanding incentive obligations or legally binding commitments associated with NBEDZ. All remaining balances shall be transferred into the City's Economic Development Fund and shall thereafter be governed by the provisions of this Resolution.

b. Minimum Annual Appropriation. Beginning with the next adopted annual budget following the effective date of this Resolution, it shall be the policy intent of the City Council to contribute annually to the Fund based on a recommendation by the Economic Development Board of Directors submitted to the City Manager as part of the City Manager's budget, subject to fiscal feasibility, available revenues, and sustainable budgeting practices. Nothing herein shall be construed to mandate an appropriation contrary to law or to limit the City Council's ultimate budgetary authority.

c. Non-Lapsing Fund**;** Continuing appropriation. All unexpended and unencumbered balances remaining in the Fund at the close of each fiscal year shall remain in the Fund and shall carry forward for future authorized economic development purposes. The Fund shall not revert to the General Fund except by formal action of the City Council.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective upon adoption by the City Council.

PASSED AND ADOPTED this ___ day of _____ 2026.

_____

Andrew Connors, Mayor

ATTEST:

_____

Wanda F. Wells, City Clerk

ORDINANCE NO. ____-2026

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, ESTABLISHING A SET-ASIDE OF A PORTION OF INCREMENTAL FLORIDA POWER & LIGHT (FPL) FRANCHISE FEES GENERATED FROM NEW DEVELOPMENT FOR ECONOMIC DEVELOPMENT PURPOSES; ESTABLISHING LEGISLATIVE FINDINGS AND PUBLIC PURPOSE; CREATING A RESTRICTED ECONOMIC DEVELOPMENT FUND; PROVIDING FOR ELIGIBILITY, ADMINISTRATION, OVERSIGHT, AND REPORTING; PROVIDING FOR SEVERABILITY; REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND CODIFICATION.

WHEREAS, Florida Power & Light ("FPL") provides electric utility service within the City of Titusville pursuant to a franchise agreement, under which the City receives franchise fee revenues based on electric utility usage within the City; and

WHEREAS, the City Council recognizes that economic development activities which promote business attraction, expansion, retention, capital investment, and job creation serve a valid and essential public purpose; and

WHEREAS, new commercial and industrial development within the City generates increased electric utility consumption, resulting in incremental franchise fee revenues beyond historical and baseline levels; and

WHEREAS, the City Council finds that reinvesting a portion of such incremental franchise fee revenues into targeted economic development activities will further stimulate private investment, expand the tax base, increase utility usage, and promote long-term economic sustainability; and

WHEREAS, the City Council desires to ensure that any use of franchise fee revenues for economic development purposes is fiscally responsible, transparent, limited to new growth, and subject to appropriate oversight and accountability; and

WHEREAS, the City Council further finds that establishing a restricted funding mechanism tied solely to incremental franchise fee revenues generated by new development is consistent with prior franchise fee practices, serves the public interest, and protects existing General Fund revenues;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA:

SECTION 1. LEGISLATIVE INTENT AND PUBLIC PURPOSE. It is the intent of the City Council to establish a mechanism by which a portion of incremental Florida Power & Light franchise fee revenues generated by new development may be set aside and reinvested exclusively for City Council-approved economic development purposes.

SECTION 2. DEFINITIONS. For purposes of this Ordinance, the following terms shall have the meanings set forth below:

a. "**Incremental Franchise Fee Revenue**" means franchise fee revenues received from Florida Power & Light that are directly attributable to electric utility usage generated by new development occurring after the effective date of this Ordinance, as determined and verified by the City's Finance Department.
b. "**Economic Development Purposes**" means activities, programs, services, or initiatives approved by the City Council that are intended to support business attraction, retention, expansion, workforce development, capital investment, and other actions that advance the City's adopted economic development goals.

SECTION 3. ESTABLISHMENT OF FRANCHISE FEE ECONOMIC DEVELOPMENT SET-ASIDE. Up to 15% of all Incremental Franchise Fee Revenues shall be set aside annually for economic development purposes in accordance with this Ordinance. Nothing herein shall be construed to require the diversion of existing or baseline franchise fee revenues currently supporting general municipal operations.

SECTION 4. RESTRICTED ECONOMIC DEVELOPMENT FUND.

a. Monies shall be deposited into the Economic Development Fund solely for City Council-approved Economic Development Purposes, as stipulated in Resolution 1-2026;
b. Shall not be comingled with the City's General Fund; and
c. Funds shall not be expended for general government operations or purposes unrelated to economic development.

SECTION 5. ADMINISTRATION AND OVERSIGHT.

a. The Economic Development Board of Directors shall review and recommend proposed uses of funds deposited into the Economic Development Fund, consistent with the economic development policies and priorities as established by City Council.
b. The City Manager or designee shall provide administrative oversight to ensure compliance with this Ordinance and applicable law.

SECTION 6. REPORTING, ACCOUNTABILITY, AND AUDIT.

An annual report shall be provided to the City Council as stipulated in Resolution 1-2026.

SECTION 7. SEVERABILITY. If any provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 8. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances, and all resolutions and parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 9. EFFECTIVE DATE. This Ordinance shall become effective upon adoption by the City Council in accordance with the Charter of the City of Titusville, Florida.

PASSED AND ADOPTED this ___ day of _____2026.

_____

Andrew Connors, Mayor

ATTEST:

_____

Wanda F. Wells, City Clerk

DRAFT ORDINANCE NO. ____–2026

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, ESTABLISHING AN ECONOMIC DEVELOPMENT TAX INCREMENT FINANCING (TIF) DISTRICT; PROVIDING FOR PURPOSE AND LEGISLATIVE FINDINGS; DEFINING TERMS; ESTABLISHING DISTRICT BOUNDARIES AND A TAX INCREMENT BASE YEAR; PROVIDING FOR THE CALCULATION AND USE OF TAX INCREMENT REVENUES; CREATING AN ECONOMIC DEVELOPMENT TRUST FUND; PROVIDING FOR ADMINISTRATION, OVERSIGHT, AND REPORTING; PROVIDING FOR THE TERM OF THE DISTRICT; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, The City of Titusville previously utilized a tax increment–based economic development funding mechanism to support job creation and economic diversification through the North Brevard Economic Development Zone (NBEDZ); and

WHEREAS, the NBEDZ has since been dissolved, resulting in the elimination of a dedicated, predictable funding source for citywide economic development initiatives; and

WHEREAS, the City Council finds that sustained economic growth, business attraction and expansion, workforce development, and site readiness require a long-term, performance-based funding mechanism insulated from annual general fund volatility; and

WHEREAS, Section 163.387, Florida Statutes, authorizes municipalities to establish tax increment financing mechanisms to fund economic development and related public purposes; and

WHEREAS, the City Council desires to establish an Economic Development Tax Increment Financing ("ED-TIF") District to capture a portion of incremental growth in taxable value attributable to non-residential development and reinvest such revenues exclusively in City Council–approved economic development activities; and

WHEREAS, the City Council further desires to ensure that all revenues generated by the ED-TIF District remain subject to City Council appropriation, oversight, and performance accountability.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA:

SECTION 1. PURPOSE AND LEGISLATIVE FINDINGS. It is the intent and purpose of this Ordinance to promote economic growth, job creation, and long-term fiscal sustainability by establishing a dedicated, performance-based funding mechanism for economic development initiatives.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared that:

a. The use of dedicated increment value as a dedicated economic development tool and funding source enhances the general welfare of the City through the advancement of new employment

opportunities, the implementation of the potential creation of new economic development locations and the expansion of the existing employment centers.

b. The tax increment calculated pursuant to Section 5 of this Ordinance is intended to be a dedicated increment value as defined in Section 200.001(8)(h), Florida Statutes, and referenced in the calculation of the "rolled-back rate" under Section 200.065(1), Florida Statutes.

c. Upon the increase of property values and corresponding taxable values, a determination of tax increment revenues under traditional calculations will achieve the objective of establishing a continuing source of economic funding.

d. Includes all commercial and industrial parcels in the annual determination of a tax increment amount is consistent with the application of tax increment revenues as an economic and development funding tool.

SECTION 2. DEFINITIONS. For purposes of this Ordinance, the following terms shall have the meanings set forth below:

"Ad Valorem Taxes" means ad valorem revenue generated in any Fiscal Year by a levy of the Millage Rate against the total taxable value of the real property included on each real property assessment roll.

"Base Year Assessment Roll" means the Brevard County Real Property Assessment Roll certified by the Property Appraiser for the tax year designated for the City tax year commencing on October 1, 202_.

"City" means the City of Titusville, Florida.

"City Council" means the City Council of the City of Titusville.

"Commercial" means those parcels on a real property assessment roll with the following use commercial codes maintained by the Property Appraiser: 1000, 1100,1105,1110,1125,1130,1138,1150,1204,1210,1222,1233,1238,1264,1300,1400,1500,1600,1700,1710,1715,1738,1800,1810,1900,1910,1920,1930,1950,1960,2010,2015,2100,2104,2110,2300,2310,2500,2600,2700,2710,2715,2720,2730,2740,2900,2910,3000,3010,3020,3030,3040,3120,3200,3210,3220,3230,3300,3400,3450,3500,3510,3610,3700,3800,3820,3900,3905,3910,3920,3930,3940,3950,

"Dedicated Increment Value" means the annual determination of the tax increment revenues calculated pursuant to the formulae described in Section 5 of this Ordinance.

"Economic Development Organization (EDO)" means the entity established or designated by the City Council to carry out economic development functions on behalf of the City.

"Economic Development Trust Fund" means the trust fund created by this Ordinance for the deposit, maintenance, and accounting of ED-TIF revenues.

"ED-TIF District" means the Economic Development Tax Increment Financing District established by this Ordinance.

"Industrial" means those parcels on a real property assessment roll with the following use industrial codes maintained by the Property Appraiser: 4000,4100,4200,4300,4400,4500,4600,4700,4710,4800,4804,4810,4830,4840,4900,7310,7400,7

500,7510,7600,7620,7700,7800,7841,8020,8080,8400,8500,8610,8620,8640,8710,8910,9120,9140,9465.

"Millage Rate" means the millage rate in any fiscal year obtained from the quotient resulting from the division of the ad valorem taxes levied by the City Council divided by the total taxable value of the City, excluding Voted Millage.

"Property Appraiser" means the Property Appraiser for Brevard County.

"Tax Increment" means the portion of ad valorem tax revenues derived from increases in taxable value above the Base Year Assessment Roll, calculated in accordance with this Ordinance.

"Voted Millage" means ad valorem taxes levied in excess of maximum millage amounts authorized by law approved for periods not longer than two years by vote of the electors pursuant to Article VII, Section 9(b), Florida Constitution, or ad valorem taxes approved by the electors and levied as provided in Article VII, Section 2, Florida Constitution, whether required and authorized by law, ordinance or the Florida Constitution.

SECTION 3. ESTABLISHMENT OF ECONOMIC DEVELOPMENT TIF DISTRICT. An Economic Development Tax Increment Financing District is hereby established within the City of Titusville for the purpose of funding City Council–approved economic development initiatives.

SECTION 4. TAX INCREMENT BASE YEAR. The tax year commencing October 1, 202_ is hereby designated as the Tax Increment Base Year. The taxable value certified for that year shall serve as the base valuation for purposes of calculating tax increment revenues.

SECTION 5. DISTRICT BOUNDARIES AND CALCULATION OF TAX INCREMENT REVENUES.

a. The boundaries of the Economic Development TIF District shall be all industrial and commercial parcels city-wide, excluding the Community Redevelopment Area (CRA).

b. For the Fiscal Year 202_ and each succeeding tax year during the term of this Ordinance, the dedicated increment value from the Economic Development TIF District to be applied to help fund the Economic Development priorities, as established by Council, shall be determined annually by the application of the following formula within the corporate limits of the City of Titusville: 10 percent of the difference between: (1) the amount of Citywide Ad Valorem Taxes received each year by the City from ad valorem taxes levied on all industrial and commercial taxable real property, excluding the geographic boundaries of the community redevelopment areas created by the City of Titusville pursuant to Part III, Chapter 163, Florida Statutes, and any future or expanded community redevelopment areas, and property exempt from ad valorem taxation; and (2) the amount of Citywide Ad Valorem Taxes which would have been produced by a levy of the Citywide industrial Ad Valorem Millage Rate each year by the City upon taxable real property, excluding the geographic boundaries of the community redevelopment areas created by the City of Titusville pursuant to Part III, Chapter 163, Florida Statutes, and any future or expanded community redevelopment areas, and property exempt from ad valorem taxation, as shown on the Base Year Assessment Roll.

SECTION 6. ECONOMIC DEVELOPMENT TRUST FUND. Prior to January 1 of each Fiscal Year, the City shall appropriate and transfer into the Economic Development Trust Fund the dedicated increment value in an amount not less than that calculated pursuant to the

formulae provided in Section 5 of this Ordinance. The City shall, by subsequent ordinance or resolution, make provisions for the annual appropriation and/or expenditures of the economic development trust funds and shall determine and establish regulations regarding the use of said funds.

a. There is hereby created an Economic Development Trust Fund for the receipt and accounting of ED-TIF revenues.

b. ED-TIF revenues shall be deposited into the Trust Fund following annual calculation and appropriation by the City Council.

c. Monies in the Trust Fund shall be used solely for City Council–approved economic development purposes.

SECTION 7. USE OF ED-TIF REVENUES. Economic development TIF revenues may be expended for economic development purposes, including but not limited to:

a. Business attraction and expansion incentives;

b. Workforce development and talent pipeline initiatives;

c. Site readiness and infrastructure supporting targeted industries;

d. Strategic land acquisition for economic development;

e. Public-private partnership projects;

f. Implementation of adopted economic development strategies; and

g. Grant, loans, and infrastructure improvements.

SECTION 8. ADMINISTRATION AND OVERSIGHT.

a. The Economic Development Board of Directors shall recommend projects and expenditures funded by ED-TIF revenues.

b. All expenditures shall be subject to City Council approval through the annual budgeting and appropriation process.

c. The EDO shall provide:

    1. An annual proposed ED-TIF budget

    2. An annual performance report to City Council

    3. Any additional reporting required by the City Council

SECTION 9. TERM OF DISTRICT. The ED-TIF District shall have a term not to exceed twenty (20) years from the effective date of this Ordinance unless amended or terminated by subsequent ordinance. The provisions of this Ordinance shall apply to any application for the development of land authorized under Section 166.04151(7), Florida Statutes.

SECTION 10. SEVERABILITY. In the event this Ordinance conflicts with any other ordinance in the City of Titusville or other applicable law, the more restrictive shall apply. If any phrase or portion of the Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION 11. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances, and all resolutions and parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 12. EFFECTIVE DATE. This Ordinance shall be effective upon filing with the Department of State. The City Council expressly reserves the right to amend, modify, or repeal this ordinance anytime by subsequent action of the City Council.

PASSED AND ADOPTED this ___day of _____2026.

_____

Andrew Connors, Mayor

ATTEST:

_____

Wanda F. Wells, City Clerk

RESOLUTION NO. 1-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA, ESTABLISHING THE CITY'S ECONOMIC DEVELOPMENT BOARD OF DIRECTORS; DEFINING THE ROLES OF THE EXECUTIVE DIRECTOR, ADMINISTRATIVE SUPPORT, LEGAL COUNSEL, AND ADVISORY COMMITTEES; ESTABLISHING THE BOARD'S LONG-TERM STRATEGIC AND FINANCIAL AUTHORITIES; APPROVING THE PROCESS FOR THE APPOINTMENT OF DIRECTORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Titusville finds that economic development is essential to the long-term prosperity, sustainability, and quality of life of the community; and

WHEREAS, in response to the dissolution of the North Brevard Economic Development Zone, the City Council finds that an Economic Development Board of Directors is necessary to guide, coordinate, and support the City's economic development efforts; and

WHEREAS, in response to decreased State funded Economic Development Incentives, the dissolution of Enterprise Florida, and increased competition with competing markets; and

WHEREAS, the City Council desires to establish an Economic Development Board of Directors for purposes of advising the City Council on economic development matters and establish an Executive Director to manage programs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA, AS FOLLOWS:

Section 1. That the City of Titusville Economic Development Board of Directors is hereby established. The Board shall consist of seven (7) Directors. The City Council shall appoint by a majority vote Five (5) qualified Directors from a pool of applicants received through an advertisement with the City Clerk . The Titusville Area Chamber of Commerce shall nominate not fewer than five (5) qualified candidates. The City Council shall collectively appoint two (2) Directors from the Chamber's nomination list. All candidates must reside within Brevard County Commissioner District 1 (District 1). Qualified candidates shall possess substantial experience or expertise in fields such as economic development, business management, finance, real estate, engineering, workforce development, logistics, and entrepreneurship.

Section 2. At the first appointment meeting, each of the first four (4) appointments shall serve three (3) years. The terms of the remaining three (3) appointments and all future appointees shall be for a period of two (2) years. The City Council shall fill any vacancy occurring on the Commission by appointment and such appointment shall be for the unexpired term of the vacancy.

Section 3. The Board shall adopt by-laws and governing procedures, including but not limited to the date and time of regular meetings, notice procedures, rules or order, penalties for non-attendance or disorderly conduct of its members, and a quorum.

Section 4. The City Manager shall appoint an Executive Director with experience in economic development, business management, finance, real estate, engineering, workforce

development, logistics, or entrepreneurship. The Executive Director shall be supported by administrative staff, as needed. The Executive Director shall implement Board policy, manage daily operations, serve as the primary economic-development liaison, and manage economic development programs.

Section 5. The Executive Director may utilize specialized outside legal counsel, retained on an as-needed basis, to support economic-development transactions, incentive agreements, governance compliance, and related matters; provided, however, that the Executive Director shall consult with the City Attorney prior to seeking or retaining outside legal counsel for any matter.

Section 6. The Board may establish advisory committees specific to the mission, including but not limited to an Aerospace and Logistics Advisory Committee, a Small Business and Entrepreneurship Advisory Committee, or other advisory committees as needed to provide technical input, stakeholder feedback, and industry-specific recommendations to the Board.

Section 7. The Board shall develop and implement a long-term strategy with a phased plan to create a publicly funded economic development organization that will transition to a self-sustained, privately funded organization. The Board shall manage the long-term economic-development strategic plan, aligning its work with the Titusville City Council priorities, market conditions, industry trends, and economic resiliency needs. The strategic plan shall include goals, performance metrics, benchmarks, implementation phases, and annual reporting requirements.

Section 8. The Board is authorized to recommend the use, allocation, and appropriation of funds designated for economic-development activities, including seed funds, grants, loan programs, sponsorships, and private cost-share arrangements. All proposed expenditures shall be subject to City Council approval through the annual budget process or other applicable fiscal mechanisms. The Board shall operate with transparency, accountability, conflict-of-interest standards, independent audits, and annual reporting to the City Council.

Section 9. Severability. If any portion of this Resolution is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 10. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED, this 29th **day of** January **2026.**

Andrew Connors, Mayor

ATTEST:

Wanda F Wells

Wanda F. Wells, City Clerk

CC:
Nicholas Gow
Laurie Dargie
Brad Parrish
Wanda Wells

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Brackish Water Source Feasibility Study**

Department/Office: Public Works

Recommended Action:

Award Task Order CDMTO003 to CDM Smith, Inc., in the amount of $96,290 to provide engineering consulting services for a feasibility study for a brackish water source, and authorize the Mayor to execute the Task Order. Additionally, approve the associated Budget Amendment.

Summary Explanation & Background:

This item was tabled at the March 10, 2026 Council Meeting.

The City of Titusville currently utilizes three groundwater sources: the Area II, Area III, and Area IV wellfields. The Area II and Area III wellfields draw from the surficial aquifer, while the Area IV wellfield is supplied by the Floridan aquifer. In addition, the City supplements its water supply through purchases from the City of Cocoa. Collectively, these sources comprise the City's Consumptive Use Permit (CUP) issued by the St. Johns River Water Management District.

At present, the permitted sources provide a combined capacity of 6.01 million gallons per day (MGD). Future increases in consumptive use from these existing sources may be limited. In response, the Public Works Department is seeking to proactively evaluate alternative water supply options.

The City maintains continuing services agreements with five engineering firms, which are utilized on a rotating, as-needed basis. Under these agreements, Public Works has engaged CDM Smith, Inc. to develop a proposal for a feasibility study focused on brackish water sources. This study will evaluate conceptual treatment requirements, permitting considerations, and potential financial impacts. The final deliverable will be a comprehensive report outlining findings, alternatives, and recommendations for next steps.

Following prior Council discussion, staff requested that CDM Smith, Inc. also prepare a separate task order to conduct a preliminary review of additional alternative water supply options prior to initiating the brackish water feasibility study, a Water Source

Feasibility Study .

Staff presented both task orders, along with a supporting staff report, to the Titusville Environmental Commission (TEC) on April 15, 2026. After review and discussion, the TEC recommended that the City Council proceed with the brackish water feasibility study and also consider evaluating wellfield recharge from stormwater and reclaimed water sources and Aquifer Storage and Recovery (ASR) as potential components of the City's long-term water supply strategy.

Staff recommends that City Council approve the award of Task Order CDMTO003 to CDM Smith, Inc., in the amount of $96,290.00 to provide engineering consulting services for a feasibility study for a brackish water source, and authorize the City Mayor to execute the Task Order. Staff will then reach out to the Consultant to provide a new task order for the review of the feasibility of wellfield recharge from stormwater and reclaimed water sources and ASR storage.

Alternatives:

1. Award the task order for water source feasibility study in the amount of $75,240 instead of the brackish water source feasibility study to conduct a preliminary review of other alternative water sources
2. Table and ask staff to bring forward a task order that combines the brackish water source study plus the review of the feasibility of wellfield recharge from and ASR storage
3. Do not award and do not move forward with review of alternative water sources

Item Budgeted:

Yes, see BA

Source/Use of Funds/Budget Book Page:

401-5555-536.65-00 WR2601	Water System Expansion	$(96,290)
401-1607-536.31-01	Professional Services	$ 96,290

Strategic Plan:

Goal 2: Efficient & Effective Services

Strategic Plan Impact:

This study aligns with planning for future capital improvement efforts.

ATTACHMENTS:

1. Alternative Water Supply Staff Report
2. Brackish Water Source Feasibility Study Scope of Work
3. Titusville Water Source Feasibility Study Scope
4. BA - BRACKISH FEASIBILITY STUDY
5. CDM TO003

Public Works Staff Report – Alternative Water Supply Options

What Are Alternative Water Supplies?

Alternative water supplies include seawater, brackish ground water, surface water, stormwater, reclaimed water, aquifer storage and recovery projects, and any other nontraditional supply source identified in a regional water supply plan. These sources are frequently more expensive to develop and operate than traditional sources.

Why does the City Need an Alternative Water Supply?

Developing alternative water supplies is essential for Florida municipalities to ensure long-term water availability, comply with regulatory limits on traditional sources, improve drought resilience, and support sustainable growth while protecting natural resources.

Alternative Water Supply Options in Florida:

1. **Seawater and Brackish Ground Water**

Brackish ground water and seawater can be converted to fresh water through a process called **Reverse Osmosis (R.O.) desalination**. In Florida, reverse osmosis, a membrane technology, is the most common method of desalination. RO systems are utilized for removal of inorganic contaminants such as radionuclides, nitrates, arsenic, and other contaminants such as pesticides. The membrane rejects most dissolved ions and molecules, while allowing water of very low dissolved ion content to pass through. The process produces a concentrated reject stream in addition to the clean permeate product. Byproduct water—or the "concentrate". For most brackish waters the concentrate is in the 10 to 25% range, while for seawater, it could be as high as 60%. Uses of the Technology in the United States, population growth and subsequent increases in demand for water in arid, semi-arid and coastal areas are contributing to a heightened interest in desalting membrane processes to augment existing supplies by treating alternative sources of water previously ignored in favor of traditional freshwater supplies. In addition, many communities are turning to membrane technology and desalting as a cost-effective method of meeting increasingly stringent water quality regulations.

Pros:

- Technology Benefits: Technology offers water production and fire flow protection during times of drought; brackish RO is a reliable source that is drought proof.
- Cost-Effectiveness: Brackish groundwater RO desalting plants are cost-effective when energy recovery systems are employed and are much less costly than seawater desalination due to lower energy consumption and operational costs.
- Regulatory Compliance: RO provides superior water quality ensuring compliance with drinking water standards.
- Environmental Benefits: These plants can reduce reliance on freshwater sources, conserving them for other uses and help provide proper sustainable resource management.

Cons:

- Technological Challenges: The brackish water source can present challenges in terms of pressure, recovery rates, energy efficiency and brine disposal if not properly planned, engineered and constructed.
- Implementation: Brackish groundwater RO requires pretreatment and post treatment that may need to be enhanced for long-term use.
- Maintenance and Upgrades: Membrane element life is directly related to pretreatment and the need for knowledgeable operators and known/acceptable maintenance procedures

Staff Comments: *These pros and cons highlight the importance of careful planning, plus the need to consider site specific constraints when evaluating the use of brackish RO desalting plants for potable water production. A RO brackish groundwater system with deep well injection for the concentrate should give the city a reliable source of water. There are many types of RO system we will investigate with the study, including a hybrid system which could also use all our current wells along with brackish water. Surface water RO is not ideal, it comes with many issues such as algae blooms, turbidity, temperature change and pollution.*

2. Reclaimed Water/Potable Reuse

Reclaimed water is domestic wastewater that has received advanced treatment and is reused for beneficial, non-potable purposes. Reclaimed water is used for agricultural irrigation, ground water recharge, industrial processes, and irrigation of lawns, landscapes, cemeteries and golf courses. The use of reclaimed water is widely beneficial to Floridians because it preserves drinking water quality sources for potable uses; helps the environment by reducing treated wastewater discharges; and recharges our aquifers.

Potable reuse is defined as the augmentation of a drinking water supply with advanced treated water from a municipal wastewater source. Proposed regulatory framework ensures that potable reuse systems include multiple layers of protection composed of source control, appropriate treatment technology that incorporates resiliency (i.e., ability to adjust to upsets), redundancy (i.e., backup systems), and robustness (i.e., features that simultaneously address multiple waterborne constituents) and expanded monitoring and reporting requirements for the control of emerging constituents and pathogens. There are two different types of potable reuse that The Department will be regulating in Florida; Indirect Potable Reuse (IPR) and Direct Potable Reuse (DPR). IPR is the planned delivery or discharge of reclaimed water to ground or surface waters for the development of, or to supplement, potable water supply. DPR is the introduction of advanced treated water into a raw water supply immediately upstream of a drinking water treatment facility or directly into a potable water supply distribution system. **Is potable reuse safe?** Yes, potable reuse water is put through a rigorous multi-level treatment process including disinfection. Once treatment is complete the water is required to meet all drinking water standards put forth by the state and EPA, as well as treated for emerging constituents and pathogens. What is advanced treated water? Advanced treated water is water produced from an advanced water treatment process for potable reuse applications. A specific combination of treatment technologies is employed depending on the quality of the source water, the type of potable reuse (i.e., indirect or direct potable reuse), and the existing treatment in place.

Pros: Reduces wastewater discharge, maximizes use of existing water resource, reliable local supply and Florida already leads the U.S. in water reuse.

Cons: Public perception concerns (toilet to tap stigma); requires advance treatment for potable use and regulatory complexity.

Staff Comments: *Would not recommend at this time due to current public perception. Staff has already begun planning for the expansion of the reuse system beginning with increased storage.*

3. Aquifer Storage and Recovery (ASR)

Aquifer Storage and Recovery (ASR) refer to the process of recharge, storage, and recovery of water in an aquifer. ASR systems are currently used for the storage of potable drinking water, partially treated surface water, groundwater, and reclaimed water. Surface water is collected during times when water is plentiful (typically during the wet season in Florida), treated to meet applicable water standards, and

then pumped into an aquifer through a well. Water can be stored and subsequently recovered and distributed for purposes such as water supply or ecosystem restoration. Most ASR facilities in Florida store water in the upper Floridan Aquifer, primarily in areas where the aquifer is brackish or somewhat salty. Typically, ASR is implemented on an annual cycle in which recharge of excess wet seasonal flows are stored, then recovered for distribution during the dry season. ASR technology offers the potential to store large quantities of water without the need for expansive tracts of land that would be required for aboveground storage facilities. An ASR system can also provide large volumes of water over long periods of time, increasing water supplies during seasonal and multi-year droughts.

Pros: Large underground storage reduces need for surface reservoirs and can be a stable water supply during drought.
Cons: ASR can suffer some loss source water to the aquifer depending on the aquifer's characteristics, environmental concerns including water quality issues and changes in local water flow patterns, injection and withdrawal of groundwater can lead to problems such as clogging of well and contamination of the aquifer. Water quality changes may occur during storage, which can necessitate additional treatment prior to distribution. Recovery efficiency can vary, and a portion of the injected water may not be recoverable.

Staff Comments: *ASR is not a new water source, it does not create additional water supply. ASR stores excess water underground for later use. Could be beneficial in conjunction with a brackish water source.*

4. **Stormwater Capture/Surface Water Reservoirs:**

Stormwater capture and use and Surface Water Reservoirs is the management practice of collecting and using stormwater (water from precipitation runoff that reaches the ground), rainwater (precipitation that falls on roofs and is collected before reaching the ground, streets, and other impervious surfaces), and water in storm drain systems to achieve multiple co-benefits. Capturing stormwater and appropriately treating for beneficial uses, such as for potable water, aquifer recharge, and urban park development, can help turn a burden into an asset for communities.

Pros: Flood mitigation, reduces peak runoff, treating stormwater before ruse prevents pollutants from entering rivers, streams and groundwater.

Cons: This approach would require extensive study to ensure it does not adversely affect the City of Titusville's surficial aquifers. Accurately estimating the volume of stormwater available for capture and reuse would also require detailed hydraulic analysis. Stormwater typically contains pollutants, sediments, nutrients, and bacteria, resulting in variable water quality and the need for more advanced and costly treatment. In addition, stormwater reuse for potable purposes is subject to stringent regulations, with evolving requirements that create regulatory uncertainty. Any use for groundwater recharge would require appropriate treatment prior to recharge.

Staff Comments: *While potable reuse is being implemented and advanced in Florida using treated wastewater, there are currently no widely documented examples of municipalities utilizing stormwater as a direct potable water source. Stormwater reuse in Florida is primarily limited to non-potable applications or groundwater recharge, and any future potable use would require significant regulatory development and advanced treatment. Expanding stormwater reuse throughout the City and exploring recharge that is allowed to percolate through soil is recommended over direct injection for potable water supply at this time due to the high uncertainty of the feasibility of the application.*

SUBJECT: **City of Titusville**
Qualifications and Scope of Services for Engineering Consulting Services for Brackish Water Source Feasibility Study

CDM Smith (Consultant) is pleased to submit our qualifications and proposed scope of services for providing engineering consulting services to the City of Titusville (City) in response to the City's request. We understand the City Public Works Department requires assistance from a qualified Consultant to perform a feasibility-level evaluation to utilize brackish groundwater as a supplemental source of water for future growth, the ability to offset some of the existing wellfield usage and provide source reliability. This Task Order, when executed, shall be incorporated in and become part of the Non-Exclusive Professional Services Continuing Consulting Contract between the City and Consultant dated April 10, 2023, hereafter referred to as the Contract.

STATEMENT OF QUALIFICATIONS

The Consultant proposes to assign Ben Hayner, PE, PMP as the Consultant's Project Manager for this project. We enclosed copies of his resume including project experience history, and State of Florida PE license for the City's review to confirm that Ben Hayner, PE, PMP is a professional engineer licensed in the State of Florida and practicing in the design of water and wastewater infrastructure and facility projects.

WORK ITEMS

The Consultant's services proposed herein will include engineering services to provide a feasibility-level evaluation to utilize brackish groundwater as a supplemental water source for the City of Titusville. The evaluation will consider source, technical, regulatory, environmental, and financial aspects of developing brackish water infrastructure.

Task 1 – Data Gathering and Review

Consultant will review City's current Consumptive Use Permit (CUP) and staff report, surficial and Floridan aquifer wellfield data (Areas II, III, IV), plant record drawings and monthly operating reports (MORs) for existing water treatment facilities, St. Johns River Water Management District (SJRWMD) population projections, the existing Freshwater Management Evaluation, and other relevant planning documents. Consultant will identify data gaps and request additional information from the City as needed.

Task 2 – Source and Technical Assessment

Consultant will characterize the brackish water source, including aquifer identification, water quality, and sustainable yield. Brackish water sources for this evaluation will include the Upper Floridan Aquifer (UFA), Lower Floridan Aquifer (LFA), and the Indian River Lagoon (IRL). Consultant will evaluate extraction methods, potential well locations, and treatment technologies such as reverse osmosis (RO) and electrodialysis reversal (EDR). Consultant will evaluate up to three different water treatment alternatives, one for each source. Compatibility with existing treatment, storage, and conveyance infrastructure, as well as finished water blending strategies will be considered.

Task 3 – Regulatory and Environmental Assessment

Consultant will identify permitting requirements, potential environmental impacts, and compliance considerations. Consultant will assess current and future allocations and population data as dictated by the SJRWMD. Potential regulatory challenges and mitigation strategies will also be assessed.

Task 4 – Financial and Economic Evaluation

Consultant will develop conceptual-level cost estimates for well construction, conveyance pipelines, pump station, treatment facilities, and projected annual operation and maintenance (O&M) costs. A financial planning level feasibility analysis will compare brackish water development with alternative sources and assess potential funding options.

Task 5 – Brackish Water Source Feasibility Study Report

Consultant will prepare a written report summarizing findings from Tasks 1–4. The report will include recommendations, risks, and next steps. A digital draft report will be submitted for City review and comment. A final report will be provided following comment resolution.

Task 6 – Project and Quality Management

Activities performed under this task consist of those generally administrative functions required to maintain the project on schedule, within budget, and verify that the work products defined with this Task Order are consistent with the City's requirements and the Consultant's standards. The Consultant's Project Manager (PM) will be the primary point of contact for the City and will lead management activities, including invoicing. Project management functions to be completed over the period of performance are listed below:

- Prepare for and conduct a kickoff meeting.
- Set up project; track cost, personnel oversight, and status; manage records and file; and maintain budget.
- Prepare project invoices and monthly technical progress reports summarizing work completed, upcoming deliverables, and issues requiring decisions or actions.
- Perform a Technical Specialist Review of the report.
- Prepare written responses to City comments.
- Provide draft meeting minutes for City review and comment.
- Check that quality procedures are conducted in accordance with Consultant's Quality Management Plan.

<u>Deliverable:</u>

Brackish Water Source Feasibility Study Report

ASSUMPTIONS

Any work that is not included in the above-described services shall be classified as Additional Services. These additional services shall be performed at City's request with compensation adjustments through an amendment. This Task Order includes the following assumptions:

- City shall provide CUP documentation and relevant planning data.
- City shall provide plant record drawings and MORs.
- City shall provide access to existing wellfields and infrastructure data.
- Consultant will use available data as-is and will not update hydraulic models. City shall be responsible for, and Consultant may rely upon, the accuracy and completeness of reports, data, and other information furnished by City to Consultant pursuant to this task authorization. Consultant may use such reports, data, and information in performing or furnishing services under this authorization. Consultant's scope of work does not include verifying City provided information for accuracy or completeness. City may request an independent review of City provided information by Consultant and can be provided as an additional Task Order.
- A detailed review of water blending (water chemistry, stability, corrosion potential, etc.) is not included in this scope of work and can be included at a later stage in design.
- City shall provide data in digital format.

SCHEDULE

It is anticipated that the project will take 6 months to complete, starting within two weeks of receipt of a formal notice to proceed (NTP). The estimated schedule by task is shown below. Consultant will prepare an updated detailed schedule within the first 30 calendar days after NTP.

Task	Duration
Kickoff Meeting	2 Weeks from Start
Data Gathering and Review	4 Weeks from Kickoff
Draft Feasibility Report	12 Weeks from Data Gathering and Review
City Comment Period	2 Weeks from Draft Submittal
Final Feasibility Report	4 weeks from City Comments

EXECUTION OF QUALIFICATIONS AND SCOPE STATEMENTS

The undersigned Consultant Principal attests that the submitted qualifications and scope statements are accurate, are within the professional services practice and capability of the Consultant and subconsultants, and form the proposed basis for executing the Task Order.

(Signature) 2/26/26 (Date)

[END OF QUALIFICATIONS AND SCOPE STATEMENTS SECTION]

FEE PROPOSAL

The Consultant proposes to complete the professional consulting engineering services stipulated herein for the lump sum fee as listed below in the amount of $. Invoices will be submitted monthly based on the actual portion of the work performed (percentage of Task complete).

Tasks - Description	Estimated Value
Task 1 – Data Gathering and Review	$12,690
Task 2 – Source and Technical Assessment	$14,700
Task 3 – Regulatory and Environmental Assessment	$15,800
Task 4 - Financial and Economic Evaluation	$10,590
Task 5 -- Brackish Water Source Feasibility Study Report	$29,420
Task 6 – Project and Quality Management	$13,090
Task Order Total Lump Sum Fee	**$96,290**

EXECUTION OF FEE PROPOSAL

The undersigned Consultant Principal attests that the submitted fee proposal corresponds with the qualifications and scope statements and is the proposed basis for executing the Task Order.

(Signature)

2/26/26
(Date)

SUBJECT: City of Titusville
Qualifications and Scope of Services for Engineering Consulting Services for Water Source Feasibility Study

CDM Smith (Consultant) is pleased to submit our qualifications and proposed scope of services for providing engineering consulting services to the City of Titusville (City) in response to the City's request. We understand the City Public Works Department requires assistance from a qualified Consultant to perform a feasibility-level source water evaluation to utilize as a supplemental source of water for future growth, the ability to offset some of the existing wellfield usage and provide source reliability. This Task Order, when executed, shall be incorporated in and become part of the Non-Exclusive Professional Services Continuing Consulting Contract between the City and Consultant dated April 10, 2023, hereafter referred to as the Contract.

STATEMENT OF QUALIFICATIONS

The Consultant proposes to assign Ben Hayner, PE, PMP as the Consultant's Project Manager for this project. We have enclosed copies of his resume including project experience history, and State of Florida PE license for the City's review to confirm that Ben Hayner, PE, PMP is a professional engineer licensed in the State of Florida and practicing in the design of water and wastewater infrastructure and facility projects.

WORK ITEMS

The Consultant's services proposed herein include engineering services to provide a feasibility-level evaluation of available water sources for the City of Titusville. The evaluation will consider source, technical, regulatory, environmental, and financial aspects of developing source water infrastructure.

Task 1 – Data Gathering and Review

As part of this effort, the Consultant will perform a high-level desktop review of available water supply sources within the project area, including surficial aquifer resources, deeper groundwater sources (e.g., Floridan Aquifer System), surface water bodies, ocean or brackish water sources, reclaimed water supplies, and potable water interconnects.

Task 2 –Water Source and Technical Assessment

The Consultant will characterize up to six potential water sources, including aquifer/source identification, estimated water quality, and sustainable yield. As part of this task, the Consultant will evaluate surface water and groundwater extraction methods and identify a representative treatment technology for each water source evaluated. For planning purposes, surface water extraction will be evaluated as occurring via an intake structure and groundwater extraction will be evaluated as occurring via wells.

Task 3 – Regulatory and Environmental Assessment

The Consultant will perform a high-level review of regulatory and environmental considerations that may affect the development of water supply sources. This includes review of permitting constraints, withdrawal conditions, and environmental protection requirements, associated with state and regional water resource regulations.

DRAFT

The Consultant will summarize relevant provisions in the St. Johns River Water Management District (SJRWMD) Consumptive Use Permitting framework, Florida Department of Environmental Protection (FDEP) regulations, and applicable Florida Statutes that govern water withdrawals, water source development, and treatment requirements. As part of this task, the Consultant will evaluate potential regulatory challenges, resource protection measures, and allocation conditions that may influence long-term water supply planning.

Task 4 – Financial and Economic Evaluation

The Consultant will develop a high-level financial comparison of up to six water sources. This planning-level assessment will rely on Consultant's assumptions regarding conceptual treatment processes, general infrastructure needs, and anticipated differences in operational complexity. The comparison will focus on relative order of magnitude rather than detailed cost estimating and will include general capital cost considerations, expected operational and maintenance factors, and long-term economic implications for each water source.

Task 5 – Water Source Feasibility Study

The Consultant will prepare a written Water Source Feasibility Study report documenting the findings from Tasks 1–4. The Water Source Feasibility Study report will include conclusions, recommendations, key risks, and next steps for the City's consideration. A digital draft report will be submitted for City review and comment. Following comment resolution, the Consultant will provide a final report in digital format (pdf).

Task 6 – Project and Quality Management

Activities performed under this task consist of those generally administrative functions required to maintain the project on schedule, within budget, and verify that the work products defined with this Task Order are consistent with the City's requirements and the Consultant's standards. The Consultant's Project Manager (PM) will be the primary point of contact for the City and will lead management activities, including invoicing. Project management functions to be completed over the period of performance are listed below:

- Prepare for and conduct a kickoff meeting.
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- Perform a Technical Specialist Review of the report.
- Prepare written responses to City's comments.
- Provide draft meeting minutes for City review and comment.
- Check that quality procedures are conducted in accordance with Consultant's Quality Management Plan.

<u>Deliverable:</u>

Water Source Feasibility Study

DRAFT

ASSUMPTIONS

Any work that is not included in the above-described services shall be classified as Additional Services. These additional services shall be performed at City's request with compensation adjustments through an amendment. This Task Order includes the following assumptions:

- This Task Order does not include evaluations of treatment technologies for each water source. An industry standard technology will be assumed for treatment.
- City shall provide CUP documentation and relevant planning data.
- City shall provide plant record drawings and MORs.
- Consultant will use available data as-is and will not update hydraulic models. City shall be responsible for, and Consultant may rely upon, the accuracy and completeness of reports, data, and other information furnished by City to Consultant pursuant to this task authorization. Consultant may use such reports, data, and information in performing or furnishing services under this authorization. Consultant's scope of work does not include verifying City provided information for accuracy or completeness. City may request an independent review of City provided information by Consultant and can be provided as an additional Task Order.
- A detailed review of water blending (water chemistry, stability, corrosion potential, etc.) is not included in this Task Order and can be included at a later stage in design.
- City shall provide data in digital format, preferably MS Excel for data and pdf for reports.

SCHEDULE

It is anticipated that the project will take four months to complete, starting within two weeks of receipt of a formal notice-to-proceed (NTP). The estimated schedule by task is shown below. Consultant will prepare an updated detailed schedule within the first 30 calendar days after NTP.

Task	Duration
Kickoff Meeting	2 Weeks from Start
Data Gathering and Review	2 Weeks from Kickoff
Draft Water Source Feasibility Study	8 Weeks from Data Gathering and Review
City Comment Period	2 Weeks from Draft Submittal
Final Water Source Feasibility Study	2 weeks from City Comments

EXECUTION OF QUALIFICATIONS AND SCOPE STATEMENTS

The undersigned Consultant Principal attests that the submitted qualifications and scope statements are accurate, are within the professional services practice and capability of the Consultant and subconsultants, and form the proposed basis for executing the Task Order.

_____ _____

(Signature) (Date)

[END OF QUALIFICATIONS AND SCOPE STATEMENTS SECTION]

DRAFT

FEE PROPOSAL

The Consultant proposes to complete the professional consulting engineering services stipulated herein for the lump sum fee as listed below in the amount of **$75,240**. Invoices will be submitted monthly based on the actual portion of the work performed (percentage of Task complete).

Tasks - Description	Estimated Value
Task 1 – Data Gathering and Review	$8,430
Task 2 – Water Source and Technical Assessment	$13,860
Task 3 – Regulatory and Environmental Assessment	$13,260
Task 4 – Financial and Economic Evaluation	$11,030
Task 5 – Water Source Feasibility Study	$19,890
Task 6 – Project and Quality Management	$8,770
Task Order Total Lump Sum Fee	**$75,240**

EXECUTION OF FEE PROPOSAL

The undersigned Consultant Principal attests that the submitted fee proposal corresponds with the qualifications and scope statements, and is the proposed basis for executing the Task Order.

(Signature) (Date)

DRAFT

Budget Amendment/Transfer Form

Source of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
401-5555-536.65-00-WR2601	WR2601	NON-DEPARTMENTAL/CONSTRUCTION IN PROGRESS	$ (96,290)	Budget Amendment
		Total	**$ (96,290)**	

Use of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
401-1607-536.31-01		PROFESSIONAL SERVICES	$ 96,290	Budget Amendment
		Total	**$ 96,290**	

Input Name:	Budget Office Approval:	Notes:
		FUND BRACKISH WATER FEASIBILITY STUDY ENGINEERING CONSULTING SERVICES
Input Date:	Budget Office Approval Date:	
Manual JE/BA#:	Post Date:	

TASK ORDER FOR PROFESSIONAL ENGINEERING CONTINUING CONSULTING SERVICES AGREEMENT

City of Titusville
Purchasing & Contracting Division

Post Office Box 2806
(555 South Washington Avenue)
Titusville, FL 32781-2806
(32796-3584)

CONTRACT#:	CO23Q006 TB CDM Smith	**TASK ORDER#:**	CDMTO003
CONSULTANT:	CDM Smith Inc.	**PROJECT#:**	WR2601
ADDRESS:	101 Southhall La, Ste 200	**PROJECT NAME:**	Brackish Source Water Feasibility Study
	Maitland, FL		

By the signature affixed below, both the City and the Consultant agree to the following Contract work as per the Task Order stipulated herein. Upon proper execution of this document, the Consultant is hereby notified to commence work. All Task stated below is hereby incorporated and made a part of the Contract identified above. And all the terms and conditions of said Contract are incorporated herein and in full force and effect while executing the Task stipulated as follows:

Provide engineering consulting servuces for a feasibility study to explore brackish water sources and evaluate concept level treatment facilities that would be needed. The feasibility study includes taking into consideration permitting requirements and financial impacts. The final deliverable will be a report outlining the findings and options along with recommendations for next steps in accordance with CDM Smith consultant's proposal.

A)	TOTAL AMOUNT OF TASK AWARDED PRIOR TO THIS TASK ORDER	$ 117,460.00
	TOTAL AMOUNT FOR THIS TASK ORDER	$ 96,290.00
	TOTAL AMOUNT OF TASK AWARDED INCLUDING THIS TASK ORDER	$ 213,750.00
B)	TERM FOR THIS TASK ORDER	
	COMPLETION DATE FOR THIS TASK ORDER: _____ MM/DD/YYY or 6 months #of Days from NTP	

CONSULTANT *(Print)*:

Firm Name: CDM Smith Inc.

Authorized Staff Name _____

_____ _____
(Signature) **Date**

CITY OF TITUSVILLE:

_____
Andrew Connors, Mayor

_____ _____
(Signature) **Date**

ATTEST: _____ _____
City Clerk **Date**

Approved as to Content

_____ _____
(Signature) **Date**

_____
Tom Abbate, City Manager

City of Titusville - Staff Reviews

_____ _____ _____
Purchasing & Contracting Administrator *(Print)* **(Signature)** **Date**

_____ _____ _____
Department Director Name/Department *(Print)* **(Signature)** **Date**

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Fiscal Year (FY) 2026 Mid-Year Budget Review and Financial Update**

Department/Office: Finance

Recommended Action:
Approve the FY 2026 mid-year budgetary change requests for General Fund, Community Redevelopment Agency (CRA), Enterprise, Internal Service and other Funds and approve the associated budget amendment.

Summary Explanation & Background:
Section 2-87 of the City of Titusville Code requires the City Manager to furnish an in-depth analysis of the budget and financial condition of the City at the midpoint of each fiscal year.

Alternatives:
Do not approve the FY2026 mid-year and related proposed budget amendments.

Item Budgeted:
N/A

Source/Use of Funds/Budget Book Page:
See attachment.

Strategic Plan:
No. 3 - Financial Stability

Strategic Plan Impact:
The mid-year budget review is required by City ordinance and is an integral element of the City's "Maintain Financial Stability while providing Cost Efficient Municipal Services" strategic objective.

ATTACHMENTS:
1. FY2026 Mid-Year Budget and Financial Review_FINAL_CM
2. BA - FY26 Mid-Year Update (1)

3. BA - FY26 Mid-Year Update (2)

City of Titusville, Florida

Mid-Year Budget Review

FY 2026

April 28, 2026

Vision

Titusville is a growing and diverse community of hometown neighborhoods built among natural treasures, fostering civic pride, family activities, and community service.

Mission Statement

Through teamwork and leadership, the City of Titusville provides essential services to improve the quality of life for our community.

City of Titusville FY 2026
Strategic Goals & Objectives

Goal 1. Quality of Life

a. Continue initiatives and measure actions using the Basin Management Action Plan to improve the Indian River Lagoon
b. Enhance appearance of city, including entryways
c. Enhance youth educational, recreational and employment opportunities in conjunction with other governmental agencies
d. Enhance emergency preparations and management
e. Sustain and improve public safety
f. Ensure the quality of drinking water

Goal 2. Efficient & Effective Services

a. Commit to funding Capital Improvement Plan, including infrastructure
b. Continue partnerships & coordination with public, private, and non-profit entities
c. Develop and implement a sustainability plan

Goal 3. Financial Stability

a. Continue to execute strategies to address long term liabilities
b. Plan for future capital obligations

Goal 4. Economic Development

a. Continue implementation of a comprehensive economic development plan
b. Encourage managed growth using low impact development principles as a means of developing an attractive built environment while protecting and conserving natural resources and green space
c. Continue to market trails and amenities
d. Continue efforts to eliminate blight and revitalize empty buildings
e. Establish additional parking capacity downtown to meet current/future needs
f. Increase partnerships & coordination with public, private and nonprofit entities to support affordable housing

Goal 5. Effective Governance

a. Expand methods to increase and enhance 2-way communications
b. Continue the effectiveness of current advisory boards
c. Continue to broadcast advisory board meetings expanding the broadcasts when appropriate
d. Continue to use the city website and social media as communication tools to increase awareness of civic functions

City Ordinance Code

The City Manager shall furnish an in-depth analysis of the budget and financial condition of the City at the mid-point of each fiscal year.

City Policy

The Finance Department monitors fund level revenue and department level expenditure trends through September 30, 2026. The operating departments analyze line-item budgetary appropriations and are responsible for managing their budgets to the “bottom line”.

FY 2026 Revenues

As of March 31st, revenues are trending slightly behind compared to the same time last fiscal year.

We are continuing to closely monitor all revenues and do not believe any adjustments are warranted at this time.

FY 2026 Mid-Year Conclusions

- Current year revenues are slightly behind compared to the same time last year. Ad valorem revenues are on track.
- Departments are managing expenses to the “bottom line”.
- Staff continues to improve service delivery through organizational realignments.
- Continuous City-wide improvement initiatives are progressing.
- FY 2026 Budget remains balanced with approval of the proposed budget amendments.

General Fund

50% of Year Lapsed

Revenues

• FY 2026 Amended Budget	FY 2026 Actuals	% Budget
$66,692,509	$37,369,453	56.03%

Expenditures

• FY 2026 Amended Budget	FY 2026 Actuals *	% Budget
$66,692,500	$36,615,391	54.9%

* Includes encumbrances

State Shared Revenues

FY 2026 Budget	FY 2026 Actuals	Fiscal Year 2026 % of Budget
$ 9,133,276	$ 3,264,058	35.7%

Note: Some State Shared Revenues lag two - three months.

FY 2026 Mid-Year Proposed Budget Adjustments

FY 2026 Mid-Year Requests

		EXPLANATION
GENERAL FUND	$ 45,000	Overtime/Benefits - Police
	$ 534,863	Overtime/Benefits - Fire
	$ 5,000	Overtime/Benefits & Temp Services – Neighborhood Services
	$ 8,000	Overtime/Benefits – Facilities Maintenance
	$ 42,078	Replacement Vehicle - Fire
	$ 50,000	Professional Services – Human Resources
	$ 75,000	Whiteway Light Pole Replacements – Traffic Signals & Lights
	$ 10,000	Increase in CDL License Costs and Training – Roads & Streets
		GENERAL FUND CONTINUED ON NEXT PAGE

FY 2026 Mid-Year Requests

			EXPLANATION
Cont. GENERAL FUND	$	90,000	Professional Services – Royal Oak Study - Planning
	$	5,000	Police Explorer Program - Police
	$	12,817	Rifle Sights - Police
	$	**877,758**	**TOTAL GENERAL FUND**
SHIP	$	89,038	Ship Grant Allocation – Neighborhood Servies
	$	**89,038**	**TOTAL SHIP PROGRAM**
CRA	$	281,499	CRA Adjustment per F.S. 163.387(7)(d) – CR2603 Broadstreet Improvements
	$	**281.499**	**TOTAL CRA**

FY 2026 Mid-Year Requests

		EXPLANATION
WATER & SEWER FUND	$ 79,000	Increase Costs – Backflow Repairs – Water Field Ops
	$ 80,000	Increase Costs – Water Meter Repairs – Water Field Ops
	$ 8,000	Increase in CDL License Costs and Training – Water Field Ops
	$ 40,000	Utility Costs for the Remainder of FY – Sewer Field Ops
	$ 8,000	Increase in CDL License Costs and Training – Sewer Field Ops
	$ 180,000	Chemicals – Water Production
	$ 204,821	Large Valve Project and Unanticipated Pump Repair – Water Production
	$ 40,000	Utility Costs for the Remainder of FY – Water Production
	$ 103,000	Outfall Risk Assess/Monitoring Sewer Impacts to Stormwater & Chemicals – Water Reclamation
	$ 131,126	Emergency Repairs Synagro – SDV Reclaim Repair Osprey – Water Reclamation
	$ 873,947	**TOTAL WATER & SEWER FUND**

FY 2026 Mid-Year Requests

			EXPLANATION
SOLID WASTE	$	40,000	Additional Recycling Funds Through YE – Solid Waste
	$	5,000	Increase in CDL License Costs and Training – Solid Waste
	$	35,000	Additional Garbage Carts for New Homes – Solid Waste
	$	**80,000**	**TOTAL SOLID WASTE FUND**
	$	**2,202,242**	**TOTAL ALL FY 2026 MID-YEAR REQUESTS**

Note:
The General Fund and the Water & Sewer Fund are using available contingency to fund these mid-year requests.

Summary of Mid-Year Budget Adjustments City-Wide

GENERAL FUND	$877,758
DOWNTOWN COMMUNITY REDEVELOPMENT AREA	$281,499
WATER & SEWER	$873,947
ALL OTHER FUNDS	$169,038
TOTAL CITY-WIDE REQUESTS	$2,202,242

FY 2026 Expenditures

For the six months ended March 31, 2026, fifty percent (50%) of the budget has lapsed.

Based on actual expenditures by fund, all departments continue to “manage to the bottom line”. All are within FY 2026 “bottom line” budgetary appropriations when proposed budget adjustments are completed.

Recommended City Council FY 2026 Mid-Year Actions

- ❑ Approve Mid-Year Budgetary Change Requests for General Fund, Community Redevelopment Area, Water & Sewer, and Other Funds

FY 2027 Budget Preparation

The FY 2027 Budget process is underway.

The objective is to build a balanced budget addressing the City's FY 2027 Strategic Plan while funding the City's operational needs.

City Manager Priorities
FY 2027 Budget Build

Effective & Effective Services

- Commit to funding critical improvements in asphalt roadway resurfacing, traffic signal improvements, sidewalk repairs and general government building operations
- Commit to funding next step in sustainability plan
- Commit to funding new technology for service improvements
- Explore expansion of Lean Six Sigma projects
- Fund Police and Fire pension monthly retirement multiplier increase from 2.75 to 3.00
- Commit to funding a 3.5% COLA with a 1.5% adjustment to pay band minimums
- Commit to fund pay plan review to address market comparisons for FY2028 budget build
- Make staffing adjustment only with metric-based justifications

City Manager Priorities
FY 2027 Budget Build

Fiscal Stability

- Limit budget growth to ceiling established by Tiger Team
- Maintain General Fund emergency & stabilization reserves
- Plan for future capital obligations by creating a 10-year capital improvement plan (CIP)
- Commitment to funding no less than the current required contribution to the OPEB Trust Fund

City Manager Priorities
FY 2027 Budget Build

Economic Development

- Determine budget amount for economic development activity
- Commit to funding parking improvements within the downtown CRA

Effective Governance

- Commit to funding text notification system and Flashvote efforts to improve 2-way communications
- Commit to complete state appropriations request for capital needs

City Manager Priorities
FY 2027 Budget Build

Community Design

- Seek increased funding of stormwater utility to address funding gaps, in an effort to reduce flooding and increase maintenance standards
- Continue to support funding for water quality projects to improve the Indian River Lagoon

What's Next?

- May 18 - 22 – Department Heads present FY2027 Budget requests to the City Manager
- May 30 – City Council off-site retreat
- June 1 – July 28 – City staff prepare City Manager balanced proposed FY2027 Budget
- July 28th – City Manager's Proposed FY 2027 Budget submitted to City Council
- August 4th – FY 2027 Budget Workshop
- September 9th – First FY 2027 Budget Public Hearing
- September 21st – Final FY 2027 Budget Public Hearing

Questions and Public Comments

Budget Amendment/Transfer Form

Source of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
001-0000-369.40-00		INSURANCE CLAIMS	$ 18,789	Budget Amendment
104-0000-389.11-04		RESTRICTED	$ 281,499	Budget Amendment
123-0000-335.51-00		STATE SHARED REVENUE/SHIP	$ 89,038	Budget Amendment
404-0000-389.50-12		UNRESERVED PROPRIETARY	$ 40,000	Budget Amendment
404-0000-389.50-12		UNRESERVED PROPRIETARY	$ 5,000	Budget Amendment
404-0000-389.50-12		UNRESERVED PROPRIETARY	$ 35,000	Budget Amendment
502-0000-389.50-12		UNRESERVED PROPRIETARY	$ 100,000	Budget Amendment
			$ -	
		Total	**$ 569,326**	

Use of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
001-5555-513.64-20		MACHINERY & EQUIPMENT/VEHICLES	$ 18,789	Budget Amendment
104-5555-515.65-00-CR2603	CR2603	NON-DEPARTMENTAL/CONSTRUCTION IN PROGREWSS	$ 281,499	Budget Amendment
123-1904-554.83-00-SHIP00	SHIP00	HOUSING & URB DEV/OTHER GRANT AND AIDS	$ 8,904	Budget Amendment
123-5555-554.83-00-SHIP00	SHIP00	HOUSING & URB DEV/OTHER GRANT AND AIDS	$ 80,134	Budget Amendment
404-1515-534.31-01		PROFESSIONAL SERVICES	$ 40,000	Budget Amendment
404-1515-534.55-01		TRAINING	$ 5,000	Budget Amendment
404-1515-534.52-01		OPERATING SUPPLIES	$ 35,000	Budget Amendment
502-1705-519.52-30		OPERATING SUPPLIES/SOFTWARE	$ 100,000	Budget Amendment
			$ -	
		Total	**$ 569,326**	

Input Name:	Budget Office Approval:	Notes:
		FY2026 MID-YEAR BUDGET AMENDMENT
Input Date:	**Budget Office Approval Date:**	
Manual JE/BA#:	**Post Date:**	

Budget Amendment/Transfer Form

Source of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
001-5555-513.39-00		CONTINGENCY	$ (2,000)	Budget Adjustments
001-5555-513.39-00		CONTINGENCY	$ (3,000)	Budget Adjustments
001-5555-513.39-00		CONTINGENCY	$ (534,863)	Budget Adjustments
001-5555-513.39-00		CONTINGENCY	$ (8,000)	Budget Adjustments
001-5555-513.39-00		CONTINGENCY	$ (45,000)	Budget Adjustments
001-5555-513.39-00		CONTINGENCY	$ (23,289)	Budget Adjustments
001-5555-513.39-00		CONTINGENCY	$ (50,000)	Budget Adjustments
001-5555-513.39-00		CONTINGENCY	$ (90,000)	Budget Adjustments
001-5555-513.39-00		CONTINGENCY	$ (75,000)	Budget Adjustments
001-5555-513.39-00		CONTINGENCY	$ (12,817)	Budget Adjustments
001-5555-513.39-00		CONTINGENCY	$ (5,000)	Budget Adjustments
001-5555-513.39-00		CONTINGENCY	$ (10,000)	Budget Adjustments
401-5555-536.39-00		CONTINGENCY	$ (79,000)	Budget Adjustments
401-5555-536.39-00		CONTINGENCY	$ (80,000)	Budget Adjustments
401-5555-536.39-00		CONTINGENCY	$ (8,000)	Budget Adjustments
401-5555-536.39-00		CONTINGENCY	$ (40,000)	Budget Adjustments
401-5555-536.39-00		CONTINGENCY	$ (8,000)	Budget Adjustments
401-5555-536.39-00		CONTINGENCY	$ (180,000)	Budget Adjustments
401-5555-536.39-00		CONTINGENCY	$ (204,821)	Budget Adjustments
401-5555-536.39-00		CONTINGENCY	$ (40,000)	Budget Adjustments
401-5555-536.39-00		CONTINGENCY	$ (103,000)	Budget Adjustments
401-5555-536.39-00		CONTINGENCY	$ (131,126)	Budget Adjustments
			$ -	
		Total	**$ (1,732,916)**	

Use of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
001-1904-554.14-50		OVERTIME	$ 2,000	Budget Adjustments
001-1904-554.13-00		TEMP SALARIES	$ 3,000	Budget Adjustments
001-0901-522.14-50		OVERTIME	$ 534,863	Budget Adjustments
001-1508-539.14-50		OVERTIME	$ 8,000	Budget Adjustments
001-0801-521.14-50		OVERTIME	$ 45,000	Budget Adjustments
001-0801-521.52-01		OPERATING SUPPLIES	$ 12,817	Budget Adjustments
001-0801-521.52-01		OPERATING SUPPLIES	$ 5,000	Budget Adjustments
001-5555-513.64-20		MACHINERY & EQUIPMENT/VEHICLES	$ 23,289	Budget Adjustments
001-1704-513.31-01		PROFESSIONAL SERVICES	$ 50,000	Budget Adjustments
001-1905-515.31-01		PROFESSIONAL SERVICES	$ 90,000	Budget Adjustments
001-1505-539.46-01		REPAIRS & MAINT SERV/GENERAL	$ 75,000	Budget Adjustments
001-1510-539.55-01		TRAINING	$ 10,000	Budget Adjustments
401-1608-536.46-01		REPAIRS & MAINT SERV/GENERAL	$ 79,000	Budget Adjustments
401-1608-536.52-01		OPERATING SUPPLIES	$ 80,000	Budget Adjustments
401-1608-536.55-01		TRAINING	$ 8,000	Budget Adjustments
401-1610-536.43-01		UTILITY SERVICES	$ 40,000	Budget Adjustments
401-1610-536.55-01		TRAINING	$ 8,000	Budget Adjustments
401-1615-536.52-01		OPERATING SUPPLIES	$ 180,000	Budget Adjustments
401-1615-536.46-01		REPAIRS & MAINT SERV/GENERAL	$ 204,821	Budget Adjustments
401-1615-536.43-01		UTILITY SERVICES	$ 40,000	Budget Adjustments
401-1618-536.52-01		OPERATING SUPPLIES	$ 103,000	Budget Adjustments
401-1618.536.46-01		REPAIRS & MAINT SERV/GENERAL	$ 131,126	Budget Adjustments
			$ -	
		Total	**$ 1,732,916**	

Input Name:	Budget Office Approval:	Notes:
		FY2026 MID-YEAR BUDGET AMENDMENT
Input Date:	Budget Office Approval Date:	
Manual JE/BA#:	Post Date:	

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Stormwater Master Plan**

Department/Office: Public Works

Recommended Action:

Approve the award of Task Order # GEOTO006 to Geosyntec Consultants in the amount of $748,500.72 to provide consulting services for the Stormwater Master Plan Flood Assessment. Additionally, approve Resolution No. 9-2026 and the associated BA and authorize the Mayor to execute Task Order #GEOTO006.

Summary Explanation & Background:

On October 26, 2025, the City experienced an extreme rainfall event, with over 15 inches of rain in less than six hours in some areas. This intensity exceeded what most local drainage systems are designed to handle, resulting in widespread flooding, road closures, emergency response efforts, and a declared local State of Emergency. The rainfall intensity and volume exceeded the design threshold for the existing stormwater systems which prevented the system from safely moving drainage away to the outfalls. Existing drainage systems were not designed or built to manage rainfall of this intensity and in older areas of the city, drainage systems might not exist at all.

The City’s current stormwater master plan, adopted in 1966, is outdated and no longer consistent with current regulations. In response to the flooding event, City Council directed staff to develop an updated stormwater master plan evaluating multiple design storms up to the 500-year event.

The city has continuing service agreements with three engineering firms for stormwater related projects. Geosyntec Consultants was chosen as the consultant for this work due to their specific and unique technical expertise not available from any of the other consultants under contract. They have previously conducted phase 1 of the stormwater master plan which included a basin characterization and water quality study for the city and they on-going vulnerability assessment, both of which included obtaining background data of the stormwater system. Having this previous knowledge and background data makes them uniquely qualified to complete this feasibility study. Any other consultant would need to expend additional funds on modeling and mapping the system.

This study will provide a detailed assessment of existing infrastructure, impacts of the recent and planned developments, and detailed floodplain evaluation to a Federal Emergency Management Agency (FEMA) standard to provide a baseline of existing conditions. This will assist in identifying current deficiencies to conceptualize and prioritize flood improvement projects. The study will also evaluate projected future impacts to design storm level of service and overall hydrologic system performance based on projected future climate variables such as sea level rise and rainfall patterns, both intensity and depth. The study will include up to 25 conceptual projects and detailed analysis of 10 priority projects, including permitting and potential funding strategies. The project is expected to take approximately 18 months.

Funding for the study will be provided by an interfund loan from the General Fund to the Stormwater Enterprise Fund in the amount of $750,000 and will be repaid in three equal annual installments of $268,980.04 with the first payment due on September 30, 2027. An annual interest rate of 3.75% represents an average Local Government Investment Pool (LGIP) yield provided by the City's Financial Advisor using Government Finance Officers Association (GFOA) best practices for interfund loan transactions. Total amount of interest expense is $56,940.11.

It is recommended that City Council approve the award of Task Order # GEOTO006 to Geosyntec Consultants in the amount of $748,500.72 to provide consulting services for the Stormwater Master Plan Flood Assessment. Additionally, approve Resolution XX-2026 and the associated BA and authorize the Mayor to execute Task Order #GEOTO006.

Alternatives:
Do not approve

Item Budgeted:
Yes

Source/Use of Funds/Budget Book Page:
Provided Interfund Loan

Strategic Plan:
Goal 1: Quality of Life

Strategic Plan Impact:
This aligns with Goal number 1 by identifying projects that will help reduce flooding within the City

ATTACHMENTS:
1. TVL_SMP_PH2_Proposal_Stormwater Master Plan
2. Resolution Stormwater Master Plan Study Interfund Loan
3. Stormwater Loan Amortization Schedule

4. BA - Stormwater Interfund Loan
5. Task Order #GEOT006

Geosyntec consultants

6770 South Washington St., Suite 3
Titusville, FL 32780
PH 321.269.5880
www.geosyntec.com

December 10, 2025

Sandra Reller - Public Works Deputy Director
City of Titusville
2910 Garden Street
Titusville, FL 32796

Subject: **Proposal for Stormwater Master Plan Phase 2 – Flood Assessment**
Continuing Consulting Services: Stormwater - Contract #C021-Q-27
Titusville, Florida

Dear Ms. Reller:

Geosyntec Consultants, Inc. (Geosyntec) is pleased to provide this proposal for providing our services for the above referenced project.

BACKGROUND

Geosyntec has been contracted to provide engineering services associated with the preparation of a Stormwater Master (SMP) for the City of Titusville (City). The intent of the SMP is to guide the implementation of stormwater management projects and policy for the next 10 years. The goal of the project will be to identify needs associated with flood control, floodplain management, water quality improvement, and sustainability and resiliency of City stormwater assets. The project will include a thorough inventory of stormwater management including drainage infrastructure and identification of flooding and water quality problem areas as well as areas which may be impacted by future changes in climate variables such as sea level rise and rainfall. A primary outcome of the project will be development of capital improvement projects which the City can implement to address stormwater management needs over the next 10 years.

The SMP will be completed in phases with proposed scope elements listed below:

1. Stormwater Inventory and Basin Characterization
2. Water Quality Assessment and Improvement Project Identification
3. Flooding Assessment and Improvement Project Identification

The first phase, addressing the first two scope elements, was completed in August 2024. The third scope element, Flooding Assessment and Improvement Project Identification, is the focus of the second phase under this enclosed scope of work.

Phase 2 of the SMP (Flooding Assessment and Improvement Project Identification) will provide a detailed assessment of existing infrastructure, impacts of the recent and planned developments, and detailed floodplain evaluation to a Federal Emergency Management Agency (FEMA) standard to provide a baseline of existing conditions. This will assist in identifying current deficiencies to conceptualize and prioritize flood improvement projects. The study will also evaluate projected future impacts to design storm level of service and overall hydrologic system performance based on projected future climate variables such as sea level rise and rainfall patterns, both intensity and depth.

Previous and ongoing studies will be reviewed and relevant information incorporated to provide a comprehensive SMP for the City. Previous and ongoing studies include:

- Master Plan for Storm Drainage: Greater Titusville Area (Black, Crow and Eidsness, Inc. and L.A. Melvin and Associates, 1966)
- Drainage Atlas (City of Titusville, 1987)
- Area Two Watershed: Flooding and Water Quality Improvement Project (Post, Buckley, Schuh & Jernigan, Inc., 1997)
- Downtown Stormwater Development Plan, Land Development Regulations and Urban Design Manual Updates (Kimley-Horn and Associates, Inc., 2010)
- Knox McRae Bafflebox Design (Geosyntec Consultants, 2017)
- St. Johns Basin Nutrient Reduction Strategy Study to Address TMDL Goals (Geosyntec Consultants, 2017)

- St. Teresa Basin Nutrient Reduction Strategy Study to Address TMDL Goals (Geosyntec Consultants, 2017)
- Stormwater Master Plan Phase 1 (Geosyntec Consultants, August 2024)
- Vulnerability Assessment (Geosyntec Consultants, ongoing)
- St. Johns Feasibility Study (Geosyntec Consultants, ongoing)

SCOPE OF WORK

The consultant shall perform the following tasks to meet the goals of the project. Estimated costs to perform these services are provided in Attachment A.

1. **Initial City Meeting** – to kick off the project, identify data needs, and review project objectives and schedule. This will include the following:

   1.1. **Coordinate and Attend Initial City Meeting.** Geosyntec will prepare the meeting agenda and have 2 staff attend.

   1.2. **Meeting Summary and Data Request**

2. **Data Compilation** – this task will be to collect and compile LIDAR, survey, plans, and other relevant jurisdiction and environmental data into project GIS to support completion of model parameterization. Significant data was collected and compiled during the Phase 1 study and subsequent studies. This existing data will be incorporated and serve as a baseline to identify areas requiring greater detail for accurate model representation.

   2.1. **Compilation and preparation of the most recent LIDAR data**. The data will be processed into a digital elevation model (DEM) suitable for use on the project for modeling purposes. Although the LiDAR is recent, there is still expected to be some topographic voids (areas where LiDAR does not reflect current conditions) where significant construction has occurred in the last few years. Modest topographical replacements will be made to the digital elevation model to account for these updated areas, as well as other significant newly developed areas. No other significant topographical updates area assumed. For remaining void areas, model parameters for features such as overland weirs and cross-sections may be obtained from available survey, plans, and/or permit data. Engineering judgment will be applied to ensure reasonable model representation.

   2.2. **Compilation of available GIS data.** Data may include general data, construction plans, permits, survey, geotechnical, lake hydrology, and other data. Data compilation will focus on information considered useful for preparing the model under Task 5. This will include recent drainage infrastructure data compiled by the City. This data will be used to inform the effort in subtask 2.1 above.

   2.3. **Compile and Map Flooding Problem Areas.** Coordinate with City to get records of drainage problems in the study area. Compile and map all identified drainage or flooding problem areas. This will include a focus on areas flooded during the October 26-27, 2025 storm event.

   2.4. **Compile and Map Previous Project Recommendations and Identified Vulnerabilities.** Review previous and ongoing studies to compile and map previous improvement recommendations and identified vulnerabilities.

   2.5. **FDOT Coordination Meeting.** Schedule a coordination meeting with FDOT representatives to discuss current drainage issues, concurrent project needs, and identify other concerns which may have bearing on the SMP. Geosyntec will coordinate, attend and prepare an email summary for the meeting.

   Note: all data used for the project will reference the North American Vertical Datum of 1988 (NAVD 1988). Data identified in the older NGVD 1929 or other datums will be converted to the NAVD 1988 datum using appropriate conversion factors.

3. **Drainage Infrastructure Mapping and Field Investigation** – this effort will include efforts by Geosyntec staff to evaluate available information to create GIS representations of relevant drainage infrastructure down to the secondary system level. This will support completion of the detailed modeling and problem assessment efforts. As significant drainage infrastructure mapping and field investigation was performed during the Phase 1 study and subsequent studies the focus for this phase will be on recent and ongoing developments. Tasks will include the following:

3.1. **Drainage Infrastructure Mapping in GIS.** Spatial representation of all relevant drainage features, including pipes, controls structures, structural weirs, bridges, and stormwater ponds. General mapping of the major conveyance ditches and creeks will also be completed for connectivity purposes, including an assessment of available physical data that could be used for modeling. Significant gaps in data will be identified to be evaluated in the field (per below subtask) or as candidates for surveying.

3.2. **Field Reconnaissance and Investigation Planning.** Preparation which will include a focus on infrastructure gaps identified in the previous subtask along with general drainage characteristics.

3.3. **Field Reconnaissance.** Assume 2 Geosyntec staff for up to 5 person-days in field. This will include confirming infrastructure locations and connectivity and taking measurements (to an approximate engineering level) to provide information for model parametrization.

3.4. **Field Data Compilation and Summary**. Includes updates to the drainage infrastructure GIS.

3.5. **Prepare Survey Scope of Work**. This may include culverts, cross-drains, control structures, weirs, channel cross-sections, bridges, and other features to be modeled. Preliminary survey needs identified as part of the Phase 1 study will reviewed and modified to account for survey available from previous projects (e.g., Knox McRae, St. Johns Basin). Note that this will only reflect features that are candidates for the modeling under Task 5 and which have not otherwise have had data identified through existing City records or available plans, permits, etc.

4. **Survey Coordination** – Coordinate surveying efforts with subconsultant ECHO UES. Because actual survey needs will be identified during Task 3 of the project, a surveying allowance costs estimate is provided herein which will cover identified survey needs on a not to exceed basis.

4.1. **Coordinate Survey Scope with Surveyor.** Includes communication of data needs, file coordination, and questions.

4.2. **QA/QC and Compile Survey Data.** For use in the project modeling.

5. **Existing Conditions Model Development and Verification** – this task will consist of the development of a hydrological and hydraulic model to meet the requirements of the project. It is assumed that the model will be developed using the Stormwise (formerly ICPR4) software. The anticipated level of detail of the model is intermediate, with more localized detail applied in areas with known flooding issues or other identified concerns (Task 2) as well as wetland and floodplain areas. The Stormwise model will be developed in a 1-dimensional (1D) representation. This effort will include:

5.1. **Subbasin Delineation.** 1D subbasins will be delineated according to the prescribed level of detail throughout the watershed. This effort will rely upon topographical data, drainage infrastructure, field observations, and available plans and permits. A combination of manual delineations and automated GIS tools will be leveraged for this effort. Preliminary subbasin delineations developed for the Phase 1 study and will serve as the baseline with revisions based on drainage infrastructure refinement and model network.

5.2. **Model Hydrologic and Hydraulic Network Development.** Using the delineated subbasins as a guide, create the initial model network to the appropriate level of detail. This will identify hydraulic connections, overland connections, and control locations.

5.3. **Model Hydrologic Parameterization**. Finalize definition of model rainfall excess method parameters for the model and updates to soils, land use, and impervious classifications as needed. Manual revisions to land use will be performed as necessary for recent and ongoing development to reflect current conditions. Note it is anticipated that the green-ampt rainfall excess method will be used in Stormwise to facilitate design storm simulations.

5.4. **Model Hydraulic Parameterization.** Complete parameterization of model components to finalize representation of model conveyances such as culverts, channels, control structures, and bridges. This will include overland weirs and percolation area parameterization. This will use a combination of survey data, data extracted from plans and permits, and estimation of elevations from the LIDAR or other field observations. Node storage and initial stage targets will be established as well as appropriate tailwater

elevations.

5.5. **Execute Model and Refinement.** Task includes efforts to run the model, eliminate errors and warnings, establish balanced initial stages and tailwater stages, and general parameterization checks. Model debugging will also cover checks for continuity errors, insufficient simulation duration, flow reversals, initial stage issues, and unrealistic flow responses. Appropriate tailwater boundary conditions and other boundary data needed to represent lakes, rivers, channels, etc. will be derived from available hydrological data including long term stage and flow gauge stations or measurements.

5.6. **Calibration and Verification Storm Model.** Using available gauge data and actual rainfall records (gauge and/or radar NEXRAD), a model simulation will be developed to verify the model's prediction of observed conditions. Calibration of model parameters will be performed in order to approximately replicate observed flooding conditions. This will be done for two identified events of storm derived flooding conditions (one of calibration and one for verification). It is anticipated that this may entail a short-term simulation of several days. Several calibration/verification parameters will be considered, including variation of CN values, hydrograph peak factors, major channel roughness coefficients, and soil parameters such as hydraulic conductivity, porosity, and initial water levels. Calibration of these parameters will be performed until a reasonably close match with observed conditions is achieved. Statistical methods will be used to evaluate the degree of calibration success such as the root mean square and/or Nash-Sutcliffe methods. Coordination will be conducted with City staff to obtain the most recent relevant hydrological information and field flooding observations, including flooding photos, company data, road closures, etc. Note it is anticipated that the October 26-27, 2025 storm event will be used for either model calibration or validation.

5.7. **Execute Existing Conditions Design Storms.** It is assumed that the following design storms will be simulated: mean annual/2-year, 10-year, 25-year 50-year, 100-year, and 500 -year 24-hour storms and 25-year and 100-year 96-hour storms. The 24-hour storms will be simulated using a SCS Type II (Florida modified) rainfall distribution, and the 96-hour storms will be simulated using the SJRWMD 96-hour distribution. Design storm rainfall depths will be derived from the latest NOAA Atlas 14 rainfall depths for all available storms. Flood inundation data will be generated to depict the areas of flooding by design storm.

5.8. **Execute Future Conditions Design Storms**. To provide a baseline for future resiliency considerations in the watershed, future conditions model simulations will be run. It is assumed that the same design storms will be run as for existing conditions, but using future rainfall depths estimated using available future rainfall change factors (based on the most recent USGS guidance) for both year 2050 and 2080 time horizons. Similarly, sea level rise projections will be used for tailwater conditions reflective of both year 2050 and 2080. Flood inundation data will be generated to depict the areas of flooding by design storm. The approach to determining future rainfall and confirmation of the future time horizons will be discussed and confirmed with the City at the onset of this task. Future land use will be reviewed qualitatively, but since the City does not expect significant development in the watershed, reflecting future land use in the modeling is not included in the scope.

6. **Flood Protection Level of Services (FPLOS) Evaluation** – it is expected that FPLOS criteria will be focused on protection of roads and habitable structures and critical facilitates such as emergency facilities (fire stations, shelters, essential City operations, etc.) and employment service centers. FPLOS of primary infrastructure (e.g., significant cross drains, etc.) will be inferred based on indicated road/structure flood impacts. FPLOS assignment will be storm based, corresponding to a specific design storm event depending on the FPLOS entity (e.g., 100-year storm for habitable structures and evacuation routes, 10-year for cross-drains based on depth anywhere along roadway, etc.). FPLOS grades may be pass/fail, or if possible multi-tiered to better demonstrate incremental improvements. Criteria will focus on stage but may factor in duration of flooding as well to better quantify impacts.

6.1. **Establish FPLOS Design Criteria**.

6.2. **FPLOS Evaluation.** Based on the existing conditions model, perform flooding LOS Evaluation of modeled infrastructure.

6.3. **Flood Damage Cost Estimation**. Estimating existing conditions flood damage cost impacts of selected key

problem areas that are candidates for alternative analysis (Task 8) based on structure inundation, road damage, and road access/traffic disruption. Note this will only be performed in City jurisdictional (maintained) areas.

6.4. **Prepare FPLOS Model Existing Conditions Assessment Summary.** Summary to include exhibits and tabular summaries. Summarize locations with FPLOS deficiencies and categorize by severity and jurisdiction.

6.5. **Summarize Future Conditions FPLOS**. Future conditions FPLOS will be summarized relative to existing conditions to identify areas exhibiting increased future flood stresses.

6.6. **Meeting with Existing Conditions Model Results and Proposed Improvement Area Targets -** Meet with the City to discuss existing conditions model results and FPLOS evaluation. This will include discussion of target improvement areas for which to address the detailed alternatives analysis under Task 8, with the goal of getting City concurrence on which areas to address before moving forward.

7. **FEMA Floodplain Delineation –** delineation of the floodplain based on DEM and model predicted peak stages of the 100-year and 500-year storm event(s). The final product of this task shall be floodplain mapping that meets FEMA standards for updating the existing Flood Insurance Rate Map (FIRM). The floodplain mapping process will be included as part of the report narrative.

   Note that the data developed by Geosyntec may be used by the City for submittals to FEMA however Geosyntec will not be submitting any applications directly to FEMA as part of this scope of work.

8. **Flood Improvement Alternatives Analysis** – Based on the results of the previous tasks, this task will develop recommendations for future projects to address stormwater related issues throughout the watersheds. Project recommendations may relate to flood mitigation, floodplain management, and/or programmatic recommendation to manage regulatory needs. Specific recommended projects for flood control will be conceptualized including sketches depicting improvement and estimates of capital costs. This effort will include:

   8.1. **LOS Improvement Project Summary and Prioritization.** Based on the results of the existing conditions modeling and LOS assessment, a long list of up to 25 improvement recommendations will be summarized. The summary will include the nature of the deficiency and preliminary qualitative improvements options. The project will be prioritized based on degree of severity and other applicable criteria to provide a ranking for implementation consideration.

   8.2. **LOS Improvement Alternative Concepts.** Up to ten (10) priority locations/areas – these may be focused on replacing major drainage infrastructure, road right-of-way improvements, lake stage management, conveyance improvement, or identifying flood storage. This will include:

   - Develop sketch of improvements (plan view, limited profile/cross-sections)
   - Perform field visit to problem area to verify conditions
   - Evaluate level of service with modified version of existing conditions Stormwise model for pre-post results analysis
   - Prepare level of service / flood inundation improvement figures
   - Summarize/tabulate flood reduction improvement results
   - Evaluate improvement concept relative to future conditions model projections (i.e., re-evaluation of LOS)
   - Establish preliminary cost of proposed alternative flood mitigation.
   - Evaluate implementation considerations for each project including: resiliency, constructability, permitting challenges, utility conflicts, land acquisition/easement requirements, water quality benefit, environmental benefit, public acceptance and social benefit.

   8.3. **Evaluation of Grant Funding Potential.** Initial review of up to 25 improvement recommendations to assess

funding potential to assist with ranking for implementation consideration. Detailed review of ten (10) improvement alternative concepts to identify funding opportunities and provide recommendations to maximize eligibility for multiple funding sources. This will include two (2) meetings to discuss proposed improvement alternatives and funding strategies. *This subtask will be supported by subconsultant partner Hale Innovation, LLC in accordance with their attached scope of work.*

8.4. **Improvement Project Ranking**. Based on the results of the previous tasks, this task will develop a summarization of benefit cost in terms of various criteria such as direct flood mitigation and assessed relative to the various implementation criteria. A project ranking methodology will be developed to assess the benefit of proposed improvement measures which will then be used to develop ranking of projects for the City to implement over the next approximately ~10 years.

Note that the project improvement concepts derived from this effort will be of sufficient detail to generate reasonable engineer's estimates of costs, benefit cost, and evaluate permitting requirements but will not be of sufficient detail for construction (i.e., supplemental design and permitting services would be necessary for implementation).

9. **Draft SMP Report** – this task will include preparing a comprehensive report capturing all the information generated during the above tasks for City review and comment. This effort will include:

   9.1. Prepare Report Narratives, Figures and Tables, Appendices

   9.2. Internal Senior and Peer review QA/QC

   9.3. Report Production, Electronic Deliverables

10. **SJRWMD Permit Coordination Meeting.** Meet with SJRWMD permitting staff to discuss proposed improvement alternatives projects and determine permitting requirements and identify any permitting issues or constraints that may impact implementation. Meeting assumed to be virtual.

11. **Final SMP Report** - This effort will include:

   11.1. Address City Comments, incorporate input from SJRWMD, and Prepare Final Report

   11.2. Internal Senior and Peer review QA/QC

   11.3. Report Production, Electronic Deliverables

12. **Project Management –** general project management related tasks including:

   12.1. Project setup and administration

   12.2. Oversight and QA/QC of staff efforts

   12.3. Oversight and QA/QC of Subconsultant staff and work efforts

   12.4. Monthly project status reports, biweekly email updates, miscellaneous meetings, schedule updates, etc.

DELIVERABLES

All deliverables will be provided in electronic format, with reports in PDF format and backup modeling, GIS, and other data (as necessary) in native file format. No hard copies will be provided.

Geographic model data (e.g., basin/subbasin boundaries, stormwater infrastructure network, model connectivity, historical water levels, land use, soils, floodplains) and associated model data tables will be stored in a GIS geodatabase. Support data referenced during the study (e.g., flooding complaints, referenced ERPs, data acquisition locations, field verification data, model input/output files for existing conditions and alternative scenarios, and locations of alternatives) will also be provided.

SCOPE ASSUMPTIONS

i. The City will provide access to report and data archives at the City. Consultant to gather all other non-City plans and documents such as those from the SJRWMD and FDEP and all other outside agencies.

ii. No public involvement or stakeholder meetings are included in this scope.

iii. No geotechnical or ecological work is included in this scope of work.

iv. The scope does not include any water quality sampling and laboratory analysis (surface water, stormwater, or groundwater).

v. Scope does not include completing any grant funding applications.

vi. All deliverables will be electronic format (PDF and native data files). No hard copies are included.

vii. Additional assumptions are provided in the subconsultants proposals attached.

BUDGET ESTIMATE

Geosyntec proposes to provide the services discussed herein for **$748,500.72** on a lump sum basis, in accordance with the terms and conditions specified herein and pursuant to Contract #C021-Q-27. The lump sum amount is based on our estimated budget for performing these services, which includes the labor, subconsultant fees, and other direct costs necessary to complete the work scope described in the proposal, as detailed in Attachment A.

The budget estimate includes fees from specialty subconsultant ECHO UES as detailed in Attachment B.

Project efforts will be billed to the City on a lump sum task percent complete basis, based on the major tasks defined in the cost build-up spreadsheet in Attachment A. Individual subconsultant and combined other direct costs will likewise be billed lump sum based on a percent complete basis. Invoices will be structured to list project tasks (and subconsultant / combined other direct cost) with accomplished percent complete, then corresponding budget invoiced, overall budget expended and overall budget remaining. A separate status report will be provided to the City's project manager providing a narrative of work accomplished supporting the invoice.

SCHEDULE

The estimated project schedule is completion in approximately 18 months as noted below.

Task #	Task Description	Months from NTP
1	Initial County Meeting	0.5
2	Data Compilation	1.5
3	Drainage Infrastructure Mapping and Field Investigation	3
4	Survey Coordination	6
5	Existing Conditions Model Development and Verification	8
6	Flood Protection Level of Services (FPLOS) Criteria Assignment and Evaluation	10.5
7	FEMA Floodplain Delineation	12
8	Flood Improvement Alternatives Analysis	14.5
9	Draft SMP Report	16
City Review		17
10	SJRWMD Permit Coordination Meeting	17
11	Final SMP Report	18

CLOSURE

We appreciate the opportunity to work with the City on this project. Should you have any questions or comments regarding this proposal, please do not hesitate to contact us at (407) 321-7030.

Sincerely,
Geosyntec Consultants, Inc.

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Attachments
A – Project Budget Estimate
B – Subconsultant Proposals

ATTACHMENT A

PROJECT BUDGET ESTIMATE

ATTACHMENT A - PROJECT BUDGET ESTIMATE

Proposed Fees - Stormwater Management Plan Phase 2 - Flood Assessment
Titusville, Florida

Date: **12/10/25**
Contract: **CO21-Q-27**

Task	Activity	Senior Principal Rate = $259.82 Manhours	Senior Principal Cost	Principal Rate = $200.60 Manhours	Principal Cost	Senior Professional Rate = $166.46 Manhours	Senior Professional Cost	Professional Rate = $116.06 Manhours	Professional Cost	Senior Staff Professional Rate = $99.28 Manhours	Senior Staff Professional Cost	CADD/GIS Staff: Senior Designer Rate = $120.44 Manhours	CADD/GIS Staff: Senior Designer Cost	Project Administrator Rate = $91.97 Manhours	Project Administrator Cost	Basic Activity Amount	Man-hours by Activity	Average Hourly Rate
1	**Initial County Meeting**																	
1.1	Coordinate and Attend Initial County Meeting	2	$519.64	2	$401.20	2	$332.92	4	$464.24		$0.00		$0.00		$0.00	$1,718.00	10	$171.80
1.2	Meeting Summary and Data Request		$0.00		$0.00	1	$166.46	2	$232.12		$0.00		$0.00		$0.00	$398.58	3	$132.86
SUBTOTAL		**2**	**$519.64**	**2**	**$401.20**	**3**	**$499.38**	**6**	**$696.36**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**$2,116.58**	**13**	**$162.81**
2	**Data Compilation**																	
2.1	Compilation and preparation of the most recent LIDAR data		$0.00		$0.00	1	$166.46	4	$464.24	8	$794.24		$0.00		$0.00	$1,424.94	13	$109.61
2.2	Compilation of available GIS data		$0.00		$0.00	1	$166.46	8	$928.48	20	$1,985.60		$0.00		$0.00	$3,080.54	29	$106.23
2.3	Compile and Map Flooding Problem Areas		$0.00		$0.00	1	$166.46	4	$464.24	8	$794.24		$0.00		$0.00	$1,424.94	13	$109.61
2.4	Compile and Map Previous Project Recommendations and Identified Vulnerabilities	1	$259.82	2	$401.20	8	$1,331.68	32	$3,713.92	80	$7,942.40		$0.00		$0.00	$13,649.02	123	$110.97
2.5	FDOT Coordination Meeting		$0.00	2	$401.20	3	$499.38	6	$696.36		$0.00		$0.00		$0.00	$1,596.94	11	$145.18
SUBTOTAL		**1**	**$259.82**	**4**	**$802.40**	**14**	**$2,330.44**	**54**	**$6,267.24**	**116**	**$11,516.48**	**0**	**$0.00**	**0**	**$0.00**	**$21,176.38**	**189**	**$112.04**
3	**Drainage Infrastructure Mapping and Field Investigation**																	
3.1	Drainage Infrastructure Mapping in GIS		$0.00	1	$200.60	2	$332.92	16	$1,856.96	32	$3,176.96		$0.00		$0.00	$5,567.44	51	$109.17
3.2	Field Reconnaissance and Investigation Planning		$0.00	1	$200.60	4	$665.84	16	$1,856.96	32	$3,176.96		$0.00		$0.00	$5,900.36	53	$111.33
3.3	Field Reconnaissance		$0.00	2	$401.20		$0.00	50	$5,803.00	50	$4,964.00		$0.00		$0.00	$11,168.20	102	$109.49
3.4	Field Data Compilation and Summary		$0.00	1	$200.60	2	$332.92	16	$1,856.96	32	$3,176.96		$0.00		$0.00	$5,567.44	51	$109.17
3.5	Prepare Survey Scope of Work		$0.00	2	$401.20	4	$665.84	8	$928.48	8	$794.24		$0.00		$0.00	$2,789.76	22	$126.81
SUBTOTAL		**0**	**$0.00**	**7**	**$1,404.20**	**12**	**$1,997.52**	**106**	**$12,302.36**	**154**	**$15,289.12**	**0**	**$0.00**	**0**	**$0.00**	**$30,993.20**	**279**	**$111.09**
4	**Survey Coordination**																	
4.1	Coordinate Survey Scope with Surveyor		$0.00	2	$401.20	8	$1,331.68	24	$2,785.44		$0.00		$0.00		$0.00	$4,518.32	34	$132.89
4.2	QA/QC and Compile Survey Data		$0.00	2	$401.20	8	$1,331.68	24	$2,785.44		$0.00		$0.00		$0.00	$4,518.32	34	$132.89
SUBTOTAL		**0**	**$0.00**	**4**	**$802.40**	**16**	**$2,663.36**	**48**	**$5,570.88**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**$9,036.64**	**68**	**$132.89**
5	**Existing Conditions Model Development and Verification**																	
5.1	Subbasin Delineation		$0.00	2	$401.20	4	$665.84	30	$3,481.80	60	$5,956.80	100	$12,044.00		$0.00	$22,549.64	196	$115.05
5.2	Model Hydrologic and Hydraulic Network Development	2	$519.64	4	$802.40	4	$665.84	60	$6,963.60	100	$9,928.00		$0.00		$0.00	$18,879.48	170	$111.06
5.3	Model Hydrologic Parameterization		$0.00	1	$200.60	10	$1,664.60	20	$2,321.20	80	$7,942.40		$0.00		$0.00	$12,128.80	111	$109.27
5.4	Model Hydraulic Parameterization		$0.00	1	$200.60	20	$3,329.20	40	$4,642.40	120	$11,913.60		$0.00		$0.00	$20,085.80	181	$110.97
5.5	Execute Model and Refinement		$0.00	1	$200.60	2	$332.92	24	$2,785.44	40	$3,971.20		$0.00		$0.00	$7,290.16	67	$108.81
5.6	Calibration and Verification Storm Model		$0.00	2	$401.20	4	$665.84	24	$2,785.44	40	$3,971.20		$0.00		$0.00	$7,823.68	70	$111.77
5.7	Execute Existing Conditions Design Storms		$0.00	1	$200.60	4	$665.84	10	$1,160.60	18	$1,787.04		$0.00		$0.00	$3,814.08	33	$115.58
5.8	Execute Future Conditions Design Storms		$0.00	1	$200.60	4	$665.84	14	$1,624.84	24	$2,382.72		$0.00		$0.00	$4,874.00	43	$113.35
SUBTOTAL		**2**	**$519.64**	**13**	**$2,607.80**	**52**	**$8,655.92**	**222**	**$25,765.32**	**482**	**$47,852.96**	**100**	**$12,044.00**	**0**	**$0.00**	**$97,445.64**	**871**	**$111.88**
6	**Flood Protection Level of Services (FPLOS) Criteria Assignment and Evaluation**																	
6.1	Establish FPLOS Design Criteria	2	$519.64	3	$601.80	4	$665.84	10	$1,160.60	20	$1,985.60		$0.00		$0.00	$4,933.48	39	$126.50
6.2	FPLOS Evaluation		$0.00	1	$200.60	2	$332.92	40	$4,642.40	80	$7,942.40		$0.00		$0.00	$13,118.32	123	$106.65
6.3	Flood Damage Cost Estimation		$0.00	4	$802.40	8	$1,331.68	80	$9,284.80	120	$11,913.60		$0.00		$0.00	$23,332.48	212	$110.06
6.4	Prepare FPLOS Model Existing Conditions Assessment Summary		$0.00	2	$401.20	4	$665.84	32	$3,713.92	60	$5,956.80		$0.00		$0.00	$10,737.76	98	$109.57
6.5	Summarize Future Conditions FPLOS		$0.00	1	$200.60	2	$332.92	32	$3,713.92	60	$5,956.80		$0.00		$0.00	$10,204.24	95	$107.41
6.6	Meeting on Existing Conditions Model Results and Proposed Improvement Area Targets	2	$519.64	2	$401.20	5	$832.30	9	$1,044.54	4	$397.12		$0.00		$0.00	$3,194.80	22	$145.22
SUBTOTAL		**4**	**$1,039.28**	**13**	**$2,607.80**	**25**	**$3,329.20**	**203**	**$23,560.18**	**344**	**$34,152.32**	**0**	**$0.00**	**0**	**$0.00**	**$62,326.28**	**589**	**$105.82**
7	**FEMA Floodplain Delineation**																	
	Floodplain Delineation		$0.00	4	$802.40	6	$998.76	120	$13,927.20	200	$19,856.00	72	$8,671.68		$0.00	$44,256.04	402	$110.09
SUBTOTAL		**0**	**$0.00**	**4**	**$802.40**	**6**	**$998.76**	**120**	**$13,927.20**	**200**	**$19,856.00**	**72**	**$8,671.68**	**0**	**$0.00**	**$44,256.04**	**402**	**$110.09**
8	**Flood Improvement Alternatives Analysis**																	
8.1	LOS Improvement Project Summary and Prioritization	3	$779.46	6	$1,203.60	12	$1,997.52	32	$3,713.92	64	$6,353.92		$0.00		$0.00	$14,048.42	117	$120.07
8.2	LOS Improvement Alternative Concepts	5	$1,299.10	16	$3,209.60	60	$9,987.60	160	$18,569.60	240	$23,827.20	140	$16,861.60		$0.00	$73,754.70	621	$118.77
8.3	Evaluation of Grant Funding Potential	1	$259.82	2	$401.20	6	$998.76	12	$1,392.72	20	$1,985.60		$0.00		$0.00	$5,038.10	41	$122.88
8.4	Improvement Project Ranking		$0.00	4	$802.40	8	$1,331.68	32	$3,713.92	80	$7,942.40		$0.00		$0.00	$13,790.40	124	$111.21
SUBTOTAL		**9**	**$2,338.38**	**28**	**$5,616.80**	**86**	**$14,315.56**	**236**	**$27,390.16**	**404**	**$40,109.12**	**140**	**$16,861.60**	**0**	**$0.00**	**$106,631.62**	**903**	**$118.09**
9	**Draft SMP Report**																	
9.1	Prepare Report Narratives, Figures and Tables, Appendices		$0.00	3	$601.80	12	$1,997.52	120	$13,927.20	200	$19,856.00	100	$12,044.00		$0.00	$48,426.52	435	$111.33
9.2	Internal Senior and Peer review QA/QC	3	$779.46	8	$1,604.80	20	$3,329.20		$0.00		$0.00		$0.00		$0.00	$5,713.46	31	$184.31
9.3	Report Production, Electronic Deliverables		$0.00		$0.00	4	$665.84	24	$2,785.44	24	$2,382.72		$0.00		$0.00	$5,834.00	52	$112.19
SUBTOTAL		**3**	**$779.46**	**11**	**$2,206.60**	**36**	**$5,992.56**	**144**	**$16,712.64**	**224**	**$22,238.72**	**100**	**$12,044.00**	**0**	**$0.00**	**$59,973.98**	**518**	**$115.78**
10	**SJRWMD Permit Coordination Meeting**																	
	SJRWMD Permit Coordination Meeting		$0.00	2	$401.20	5	$832.30	16	$1,856.96		$0.00		$0.00		$0.00	$3,090.46	23	$134.37
SUBTOTAL		**0**	**$0.00**	**2**	**$401.20**	**5**	**$832.30**	**16**	**$1,856.96**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**$3,090.46**	**23**	**$134.37**
11	**Final SMP Report**																	
11.1	Address County Comments and Prepare Final Report		$0.00	1	$200.60	4	$665.84	40	$4,642.40	60	$5,956.80	16	$1,927.04		$0.00	$13,392.68	121	$110.68
11.2	Internal Senior and Peer review QA/QC	1	$259.82	3	$601.80	8	$1,331.68		$0.00		$0.00		$0.00		$0.00	$2,193.30	12	$182.78
11.3	Report Production, Electronic Deliverables		$0.00		$0.00	2	$332.92	12	$1,392.72	12	$1,191.36		$0.00		$0.00	$2,917.00	26	$112.19
SUBTOTAL		**1**	**$259.82**	**4**	**$802.40**	**14**	**$2,330.44**	**52**	**$6,035.12**	**72**	**$7,148.16**	**16**	**$1,927.04**	**0**	**$0.00**	**$18,502.98**	**159**	**$116.37**

ATTACHMENT A - PROJECT BUDGET ESTIMATE

Proposed Fees - Stormwater Management Plan Phase 2 - Flood Assessment
Titusville, Florida

Date: **12/10/25**
Contract: **CO21-Q-27**

Task	Activity	Senior Principal Rate = $259.82 Manhours	Senior Principal Cost	Principal Rate = $200.60 Manhours	Principal Cost	Senior Professional Rate = $166.46 Manhours	Senior Professional Cost	Professional Rate = $116.06 Manhours	Professional Cost	Senior Staff Professional Rate = $99.28 Manhours	Senior Staff Professional Cost	CADD/GIS Staff: Senior Designer Rate = $120.44 Manhours	CADD/GIS Staff: Senior Designer Cost	Project Administrator Rate = $91.97 Manhours	Project Administrator Cost	Basic Activity Amount	Man-hours by Activity	Average Hourly Rate
12	**Project Management**																	
12.1	Project setup and administration		$0.00		$0.00	6	$998.76		$0.00		$0.00		$0.00	16	$1,471.52	$2,470.28	22	$112.29
12.2	Oversight and QA/QC of staff efforts		$0.00	24	$4,814.40	48	$7,990.08	75	$8,704.50		$0.00		$0.00		$0.00	$21,508.98	147	$146.32
12.3	Oversight and QA/QC of Subconsultant staff and work efforts		$0.00	12	$2,407.20	24	$3,995.04	32	$3,713.92		$0.00		$0.00		$0.00	$10,116.16	68	$148.77
12.4	Monthly project status reports, biweekly email updates, miscellaneous meetings, schedule updates, etc.	20	$5,196.40	40	$8,024.00	80	$13,316.80	120	$13,927.20		$0.00		$0.00		$0.00	$40,464.40	260	$155.63
SUBTOTAL		**20**	**$5,196.40**	**76**	**$15,245.60**	**158**	**$26,300.68**	**227**	**$26,345.62**	**0**	**$0.00**	**0**	**$0.00**	**16**	**$1,471.52**	**$74,559.82**	**497**	**$150.02**
	GRAND TOTALS	**42**	**$10,912.44**	**168**	**$33,700.80**	**427**	**$70,246.12**	**1434**	**$166,430.04**	**1996**	**$198,162.88**	**428**	**51548.32**	**16**	**$1,471.52**	**$530,109.62**	**4,511**	
	Percent Breakdown	1%	2%	4%	6%	9%	13%	32%	31%	44%	37%	9%	10%	0%	0%	100%	100%	

SUBCONSULTANTS

	Name	*Amount*	*Percentage*
(1)	ECHO UES (Surveying)	$200,690.00	26.8%
(2)	Hale Innovation	$12,400.00	1.7%
	Total Subconsultant Fees: **Total Subconsultant Fees:**	**$213,090.00**	28.5%

TOTAL LUMP SUM FEE COMPUTATIONS

(1) Salary Cost (from above)	=	$530,109.62
(2) Out-of-Pocket Expenses (1% of Salary Cost)	+	$5,301.10
(3) Subtotal (Consultant's Fees) [(1)+(2)]	=	$535,410.72
(4) Subconsultant's Fees (from right)	+	$213,090.00
Proposed Supplemental Total Lump Sum Fee [(3)+(4)]	=	**$748,500.72**

ATTACHMENT B

SUBCONSULTANT PROPOSALS

UTILITY ENGINEERING & SURVEY
ECHO UES, Inc.
888.778.ECHO
www.echoues.com
Grow, Inspire, Make a Difference

December 4, 2025

Gloria Teague, PE, CFM
Senior Water Resources Engineer
Geosyntec Consultants, Inc

CC: Mark Ellard, PE, CFM, D.WRE, ENV SP
Senior Principal, Water Resources
Geosyntec Consultants, Inc.

PROPOSAL FOR PROFESSIONAL SURVEY SERVICES

Project: Stormwater Master Plan Phase 2, City of Titusville, FL

Dear Ms. Teague:

At ECHO UES, Inc. (ECHO) we value your consideration and appreciate the opportunity to provide a proposal for professional services. This proposal, inclusive of a fee estimate, details the approach we consider the most suitable for your project.

Project Synopsis: Based on the information made available to ECHO, we understand the project consists of performing Phase 2 of the City of Titusville Stormwater Master Plan to guide the implementation of stormwater management projects and policy for the next 10 years. Phase 2 of the Plan will provide a detailed assessment of existing infrastructure, impacts of the recent and planned developments, and detailed floodplain evaluation to a Federal Emergency Management Agency (FEMA) standard to provide a baseline of existing conditions. ECHO's professional services were requested to provide field survey information of determined stormwater items that the EOR will identify. ECHO's data will be provided in CAD and Excel format, with detailed photographic evidence.

The list of items to be surveyed may include stormwater culverts, control structures, weirs, channel cross-sections and high-water marks. While the number of items to be surveyed is currently unknown, this scope proposal addresses performing up to 76 field crew days and providing the associated office support hours.

Project Limits: ECHO's proposed services will be performed within well-defined limits (i.e. Project Limits) and to survey specific items that will be identified by the EOR.

Survey Services: ECHO proposes to survey the requested information with a combination of RTK GPS and total station.

Specifically, ECHO will:

- Set horizontal and vertical control for the purpose of collecting the requested information.
- Survey the requested information, comprising of locations, attributes, descriptions, photos and sketches as needed (field notes).
- Process and import the field collected data within a survey AutoCAD file and an Excel data table.
- The survey will be based on the North American Datum of 1983 (NAD83), East Zone and elevations will be referenced to the North American Vertical Datum 1988 (NAVD 88).
- All survey efforts will be conducted in accordance with the Standards of Practice set forth in Rule Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S. and the Orange County Stormwater Management Division Survey Deliverable Specifications v3.0 (6/9/2015)

Deliverables:

- Field notes with backup measurements of surveyed hydrocoded items
- Photos of each surveyed item
- AutoCAD and Excel files and a signed and sealed surveyor's report

Proposed Schedule: To be discussed and agreed upon with the client following acceptance of this proposal. The proposed schedules shall be valid barring any unforeseen conditions.

Notes and Limitations:

1. Client shall facilitate access to the site and provide any relevant project information.
2. Site must be clear from obstacles impeding access to any portion of the project limits.
3. Standard work hours are from 7:00am to 4:00pm, Monday through Friday; additional charges may occur (following discussion with the Client) in case of weekend or nighttime work.
4. ECHO will not work on any site that is known to be contaminated with any hazardous or harmful substance.
5. Any permit or fee requested to perform the work complying with any stakeholder's requirement will be submitted to the Client with a 5% administrative markup.
6. FDOT Design Standards (Index 600 Series) will be utilized for the Maintenance of Traffic (MOT). Should the site require modification to the Index 600 for non-standard MOT arrangements, ECHO will seek the Client's concurrence to obtain signed and sealed project's specific MOT plans (to be provided by others).
7. Any cost associated with signed and sealed MOT plans will be submitted to the Client with a 5% administrative markup.
8. Unless otherwise stated within this proposal, test holes have usual depth of up to eight (8) ft. from the ground surface, and diameter of up to 1 ft. Should there be a need for deeper or wider excavations, additional charges may apply.
9. The original ground surface at each test hole location will be restored to as close as possible to its original conditions, using concrete mix or asphalt cold patch as applicable. Any deviation from this standard (e.g. use of hot asphalt, flowable fill etc.) may require additional charges and the use of specialty subcontractors.
10. Regardless of the type of estimate proposed (e.g. lump sum, time and materials, etc.) such estimate should be considered indicative and based on preliminary information. Should any situation out of ECHO's control heavily impact

ECHO's field work performance (e.g. adverse site conditions), ECHO reserves the right to seek additional funds to complete the work.

11. The exact location of any underground utility is not guaranteed unless clearly exposed and visually verified at a specific location. Utility characteristics, methods of installation, soil conditions and the surrounding environment all may impact adversely the results of any utility investigation with surface geophysical instruments and technology. No guarantee is made that all utilities will be found and identified.
12. Independently from ECHO's scope of work and performance, the Client shall comply with the relative chapter from the Florida (or any other applicable) Statutes: "Underground Facility Damage Prevention and Safety Act" and call 811 prior to any excavation taking place.
13. Subsurface Utility Engineering, Designating and Locating terms all refer to the American Society of Civil Engineers / Utility Engineering and Surveying Institute / Construction Institute "Standard Guideline for Investigating and Documenting Existing Utilities" (ASCE/UESI/CI 38-22). Should ECHO adopt this standard for the performance of the scope of work and preparation of deliverables, clear mention to the Standard shall be made throughout the deliverable.

Fee: ECHO's competitive offer, which is inclusive of all field, office, materials, supplies, and equipment costs is shown below and is detailed on the attached estimate sheets:

Limiting Amount Fees:

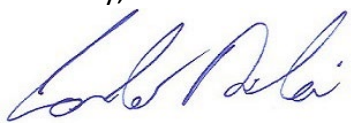
- **Field Survey and office reporting: $200,690.00**

Acceptance: We will honor this proposal for 90 days. If accepted, please return to our attention together with a professional services agreement/task work order authorization and official Notice to Proceed.

At ECHO UES, Inc., we believe in collaboration and communication with our clients and are driven to understand their needs and provide time-efficient and cost-effective solutions. ECHO strives to provide quality utility and survey reliable data to design better, build faster, and safely enhance Engineering, Design, Construction and Maintenance of infrastructure.

Thank you for considering ECHO for this important project, and please do not hesitate to contact me directly should you have any questions or concerns.

Sincerely,



Carlo Pilia
Vice President
ECHO UES, Inc.

Attached:

- **Estimate Sheets**

ECHO UES, Inc.
PROFESSIONAL SERVICES ESTIMATE

CLIENT:	**Geosyntec**	**PROJ. #**	
PROJECT:	**Titusville Stormwater Master Plan Ph2**	**PHASE. #**	
LOCATION:	**Brevard County, FL**		

Topographic Survey

FIELD WORK ITEMS	DAYS	HRS/DAY	# OF HOURS	$/h RATE	SUB.TOT	NOTES
Field data collection, 3-men crew	76	10	760	$195.00	$148,200.00	Survey various items, per scope. Use GPS when possible, TS & digital level when needed to verify GPS.
			FIELD SUB.TOT (SUR) =		**$148,200.00**	
OFFICE WORK ITEMS			**# OF HOURS**	**$/h RATE**	**SUB.TOT**	**NOTES**
Project Manager / Sr Surveyor PSM			76	$215.00	$16,340.00	Project management, field coordination, supervision and quality controls.
Surveyor PSM			152	$175.00	$26,600.00	Processing of surveyed data; preparation of raw CAD information
CADD Draftsman			91	$100.00	$9,100.00	CAD, excel files and photo output
Clerical			5	$90.00	$450.00	Administrative support
			OFFICE SUB.TOT (SUR) =		**$52,490.00**	
				TOTAL (SUR) =	**$200,690.00**	

Prepared By: CP **Date:** December 4, 2025

All services to be provided in accordance with ECHO UES, Inc. relative proposal, terms and conditions.

City of Titusville
Strategic Stormwater Funding Master Plan

Scope of Work

Hale Innovation, LLC (Hale Innovation) is pleased to present this scope of work to Geosyntec and the City of Titusville (City) for the development of a strategic plan to supplement the City's stormwater-related CIP project funding needs. Hale Innovation recognizes the significant infrastructure initiatives being planned by the City and the demands placed on City staff to maintain daily operations while advancing these projects. Our role is to provide specialized expertise in identifying and pursuing grant funding and to support City's grant staff in securing additional financing for these critical initiatives.

As such, three (3) tasks are outlined in this proposal.

Scope of Work

Task 1 – CIP Review & Funding Opportunity Alignment

Hale Innovation will review the City's current stormwater-related CIP to identify up to 25 projects eligible for available grant programs as an initial phase. From there, the 10 "best fit" projects, as determined by Hale Innovation, Geosyntec, and the City will be analyzed for potential optimizations through Task 2.

Task 2 – Phasing & Project Structuring Recommendations

Hale Innovation will analyze individual project budgets to determine whether combining or segmenting projects would improve competitiveness for targeted funding programs. Recommendations will also include opportunities to structure projects in ways that maximize eligibility for multiple funding sources, such as separating components related to flood reduction, water quality improvements, or resiliency to match them with the most suitable funding options.

Task 3 – Meeting Attendance

Hale Innovation will attend two in-person meetings with relevant City staff and Geosyntec to discuss projects, review funding strategies, and refine the strategic funding plan. Meetings will be used to ensure alignment between project scopes, timelines, and funding program requirements.

Fee

Hale Innovation will provide the services outlined in Tasks 1-3 at a lump sum fee of **$12,400.00.** This project will be invoiced monthly based on work completed to date. Below is the breakdown of the total fee structure.

Strategic Funding Master Plan Fee Schedule								
Task	**Item**	**Name/Role**	**Quantity**		**Rate**		**Fee**	**Task Total**
1	CIP Review & Funding Opportunity Alignment	Lee Hale, PE/Principal	24	Hours	$ 250.00	per Hour	$ 6,000.00	$ 6,000.00
2	Phasing & Project Structuring Recommendations	Lee Hale, PE/Principal	8	Hours	$ 250.00	per Hour	$ 2,000.00	$ 4,400.00
		Megan Warr/Environmental Scientis	12	Hours	$ 145.00	per Hour	$ 1,740.00	
		Hilary Waers/Grants Manager	4	Hours	$ 165.00	per Hour	$ 660.00	
3	Meeting Attendance	Lee Hale, PE/Principal	8	Hours	$ 250.00	per Hour	$ 2,000.00	$ 2,000.00
							Total Fee	**$ 12,400.00**

Exclusions

This scope of work does not include any engineering design or urban planning services.

This engagement does not include the preparation or submittal of specific grant applications, nor the development of detailed application strategies for specific pursuits. The primary objective is to identify and align eligible projects with appropriate funding programs and to provide recommendations on which programs to pursue based on project fit.

Hale Innovation does not guarantee the award of any grant funding as a result of this process.

Post-award grant administration is also excluded.

Closure

Hale Innovation appreciates the opportunity to provide this scope of work to the City of Titusville and Geosyntec. If you have any questions or comments, please email me at Lee@HaleInnovation.com.

Agreed by:

	President, Hale Innovation	12/9/2025
Lawrence "Lee" Hale, Assoc. DBIA, PE	Title	Date
Name Printed:	Title	Date

RESOLUTION NO. ___ - 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA, APPROVING AN INTERFUND LOAN FROM THE GENERAL FUND TO THE STORMWATER ENTERPRISE FUND IN THE PRINCIPAL AMOUNT OF $750,000 FOR THE PURPOSE OF FUNDING A STORMWATER MASTER PLAN STUDY; PROVIDING FOR REPAYMENT TERMS; PROVIDING FOR A REPAYMENT INTEREST RATE; PROVIDING FOR AN AMORTIZATION SCHEDULE ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR REPAYMENT SOURCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City operates both a General Fund and a Stormwater Enterprise Fund; and

WHEREAS, the Stormwater Enterprise Fund requires funding due to limited resources to complete a comprehensive Stormwater Master Plan Study to address drainage, resiliency, and flood mitigation planning needs; and

WHEREAS, the City Council finds that completion of the Stormwater Master Plan Study serves a public purpose for the health, safety, and welfare of its citizens; and

WHEREAS, the General Fund has sufficient unassigned fund balance and liquidity to provide a three-year loan as authorized by the City Council, without impairing operations, required committed reserves, or restricted reserves; and

WHEREAS, the City Council finds that it is in the best interest of the City to authorize an interfund loan under the terms set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA, AS FOLLOWS:

Section 1. Authorization of Loan - The City Council hereby authorizes an interfund loan from the General Fund to the Stormwater Enterprise Fund in the principal amount of **Seven Hundred Fifty Thousand Dollars ($750,000) with an applied annual interest rate of 3.75%.**

Section 2. Purpose - The City Council hereby authorizes the loan proceeds to be used solely for costs associated with the Stormwater Master Plan Study.

Section 3. Term and Repayment – The loan shall have a term of three (3) years from the date of the disbursement, and principal and interest shall be repaid in equal annual installments of **$268,980.04** with the first repayment due September 30, 2027, and the remaining

payments due each September 30th for each year after as per the amortization schedule attached as Exhibit A.

Section 4. Interest Rate - Interest shall accrue at a fixed annual rate of **3.75%**, calculated on the outstanding principal balance. Interest shall be payable annually together with each principal installment.

Section 5. Repayment Source - Repayment shall be made from Stormwater Fund using legally available unrestricted net position.

Section 6. Severability - If any portion of this Resolution is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 7. Effective Date - This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____, 2026.

_____

Andrew Connors, Mayor

ATTEST:

_____

Wanda Wells, City Clerk

Amortization Schedule - Stormwater Master Plan Study

Loan amount, interest rate, and term

Loan amount	$750,000.00
Annual interest rate	3.75%
Loan period in years	3
Number of payments per year	1
Start date of loan	9/30/2027
Optional extra payments	$0.00

Loan summary

Scheduled payment	$268,980.04
Scheduled number of payments	3
Actual number of payments	1
Total early payments	$0.00
Total interest	$56,940.11
Lender name	City of Titusville, General Fund

Payment number	Payment date	Beginning balance	Scheduled payment	Extra payment	Total payment	Principal	Interest	Ending balance	Cumulative interest
1	9/30/2027	$750,000.00	$268,980.04	$0.00	$268,980.04	$240,855.04	$28,125.00	$509,144.96	$28,125.00
2	9/30/2028	$509,144.96	$268,980.04	$0.00	$268,980.04	$249,887.10	$19,092.94	$259,257.87	$47,217.94
3	9/30/2029	$259,257.87	$268,980.04	$0.00	$259,257.87	$249,535.70	$9,722.17	$0.00	$56,940.11

Budget Amendment/Transfer Form

Source of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
406-0000-389.50-12		UNRESERVED PROPRIETARY	$ 750,000	Budget Amendment
		Total	$ 750,000	

Use of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
406-1614-538.31-01		PROFESSIONAL SERVICES	$ 750,000	Budget Amendment
			$ -	Budget Amendment
		Total	$ 750,000	

Input Name:	Budget Office Approval:	Notes:
		General Fund loan to Stormwater for the Stormwater Master Plan Study
Input Date:	Budget Office Approval Date:	
Manual JE/BA#:	Post Date:	

TASK ORDER FOR PROFESSIONAL ENGINEERING CONTINUING CONSULTING SERVICES AGREEMENT

City of Titusville
Purchasing & Contracting Division

Post Office Box 2806
(555 South Washington Avenue)
Titusville, FL 32781-2806
(32796-3584)

CONTRACT#:	CO21-Q-27	**TASK ORDER#:**	GEOT006
CONSULTANT:	Geosyntec Consultants	**PROJECT#:**	
ADDRESS:	6770 S. Washington St Suite 3 Titusville, FL 32780	**PROJECT NAME:**	Stormwater Master Plan Phase 2-Flood Assessment

By the signature affixed below, both the City and the Consultant agree to the following Contract work as per the Task Order stipulated herein. Upon proper execution of this document, the Consultant is hereby notified to commence work. All Task stated below is hereby incorporated and made a part of the Contract identified above. And all the terms and conditions of said Contract are incorporated herein and in full force and effect while executing the Task stipulated as follows:

Consultant will provide engineering services associated with the preparation of a Stormwater Master Plan (SMP) for the City to guide the implementation of stormwater management projects and policy for the next 10 years. The goal of the project will be to identify needs associated with flood control, floodplain management, water quality improvement, and sustainability and resilience of the City stormwater assets in accordance with proposal dated December 10, 2025.

All work set forth shall be performed under the terms and conditions of the Continuing Consultant Services contract referenced above.

A) TOTAL AMOUNT OF TASK AWARDED PRIOR TO THIS TASK ORDER	$1,022,815.10
TOTAL AMOUNT FOR THIS TASK ORDER	$748,500.72
TOTAL AMOUNT OF TASK AWARDED INCLUDING THIS TASK ORDER	$1,771,315.82
B) TERM FOR THIS TASK ORDER	
COMPLETION DATE FOR THIS TASK ORDER: _____ MM/DD/YYY or 18 months	

CONSULTANT *(Print)*:
Firm Name: Geosyntec Consultants
Authorized Staff Name

(Signature) **Date**

CITY OF TITUSVILLE:

Mayor *(Print)*

(Signature) **Date**

ATTEST:

City Clerk **Date**

Approved as to Content

(Signature) **Date**

City Manager *(Print)*

City of Titusville - Staff Reviews

Purchasing & Contracting Administrator *(Print)* **(Signature)** **Date**

Department Director Name/Department *(Print)* **(Signature)** **Date**

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Master Pump Station Project**

Department/Office: Public Works

Recommended Action:

Approve award of Contract CN-26B-026/LR to Masic General Contractor, Inc. for the Knox McRae Master Pump Station improvements in the amount of $4,498,485, approve the associated budget amendment, and authorize the Mayor to execute the contract.

Summary Explanation & Background:

The City of Titusville's Knox McRae Master Pump Station, located at the Knox McRae Field Operations facility, was originally part of a former wastewater treatment plant that was decommissioned following construction of the Blue Heron facility and converted into a pump station. Existing structures, including former plant components, were repurposed for storage, and the station has operated with limited automation. Due to the age of the equipment and increased system flows the station needs to be replaced with an upgraded submersible pump station to improve reliability and accommodate future capacity needs.

Resolution No. 21-2025 was approved at the November 25, 2025 City Council meeting declaring its official intent to reimburse itself from future tax-exempt financing for capital improvements within the water and sewer system. This project was included in that request.

Construction of the Knox McRae Master Pump Station, CN26-B-026 was publicly advertised on January 22, 2026. A prebid meeting was held on February 5, 2026. The project had 82 planholders and eight (8) bids were received. The apparent low bidder is Masci General Contractor, Inc. at $4,498,485.00. Bids ranged from the low bid to $7,483,075 (see bid tabulation).

Public Works has evaluated the low bidder and recommends award of contract number CN-26B-026/LR to Masci General Contractor, Inc. in the amount of $4,498,485 for the Knox McRae Master Pump Station improvements, approve the associated budget amendment and authorize the Mayor to execute the contract.

Alternatives:

Do not award the project.

Item Budgeted:
Yes, but see BA for additional funding to cover the full cost.

Source/Use of Funds/Budget Book Page:
401-5555-536.65-00-WR2603 CONSTRUCTION IN PROGRESS - $602,785
401-0000-389.50-12 UNRESTRICTED PROPRIETATY - $602,785

Strategic Plan:
Goal No. 2- Efficient and Effective Services

Strategic Plan Impact:
Award of this project aligns with goal number 2 by investing in replacement of aging infrastructure.

ATTACHMENTS:
1. CN26B026LR Bid Tabulation
2. Exhibit 1 26B026LR1
3. Exhibit 2 CN-26-B-026LR
4. Contract CN26B026 LR Final
5. BA - KNOX MCRAW MASTER PUMP STATION

BID TABULATION

City of Titusville
Purchasing & Contracting Division

SOLICITATION TITLE: KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS
SOLICITATION #: CN-26-B-026/LR
OPENING DATE/TIME: March 20, 2026 @ 3:30 p.m.
POSTING DATE/TIME: March 24, 2026 @ 11:00 a.m.

				Masci General Contractor Inc.		Gregori Construction		SDV Services, LLC		Prime Construction Group Inc.		SGS Contracting Services		Lawrence Lee Construction		Cathcart Constructin Company		Hinterland Group, Inc.	
ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization/Demobilization	LS	1	$214,213.00	$214,213.00	$150,000.00	$150,000.00	$272,500.00	$272,500.00	$250,000.00	$250,000.00	$200,000.00	$200,000.00	$300,000.00	$300,000.00	$317,903.00	$317,903.00	$350,000.00	$350,000.00
2	Demolition	LS	1	$259,900.00	$259,900.00	$160,000.00	$160,000.00	$200,000.00	$200,000.00	$209,000.00	$209,000.00	$575,000.00	$575,000.00	$300,000.00	$300,000.00	$835,000.00	$835,000.00	$500,000.00	$500,000.00
3	Submersible Master Pump Station	LS	1	$2,579,774.00	$2,579,774.00	$2,984,000.00	$2,984,000.00	$3,865,919.00	$3,865,919.00	$4,160,000.00	$4,160,000.00	$3,856,300.00	$3,856,300.00	$4,281,000.00	$4,281,000.00	$4,198,805.00	$4,198,805.00	$5,720,000.00	$5,720,000.00
4	Standby Emergency Generator with Sub-Base Fuel Tank	LS	1	$259,300.00	$259,300.00	$165,000.00	$165,000.00	$125,000.00	$125,000.00	$175,000.00	$175,000.00	$150,000.00	$150,000.00	$200,000.00	$200,000.00	$219,329.00	$219,329.00	$225,000.00	$225,000.00
5	Biological Odor Control System	LS	1	$245,110.00	$245,110.00	$190,000.00	$190,000.00	$160,000.00	$160,000.00	$195,000.00	$195,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$285,345.00	$285,345.00	$185,000.00	$185,000.00
6	24-inch Ductile Iron Force Main	LF	140	$1,465.00	$205,100.00	$1,500.00	$210,000.00	$1,000.00	$140,000.00	$315.00	$44,100.00	$1,800.00	$252,000.00	$1,500.00	$210,000.00	$2,673.00	$374,220.00	$325.00	$45,500.00
7	24-inch Gate Valve Assembly	EA	4	$48,259.00	$193,036.00	$25,000.00	$100,000.00	$75,000.00	$300,000.00	$21,150.00	$84,600.00	$30,000.00	$120,000.00	$35,000.00	$140,000.00	$33,859.00	$135,436.00	$26,000.00	$104,000.00
8	Connection to Existing Force Mains	LS	1	$49,987.00	$49,987.00	$225,000.00	$225,000.00	$250,000.00	$250,000.00	$179,000.00	$179,000.00	$300,000.00	$300,000.00	$425,000.00	$425,000.00	$285,394.00	$285,394.00	$225,000.00	$225,000.00
9	Influent Gravity Sewer	LF	40	$9,877.00	$395,080.00	$6,500.00	$260,000.00	$1,000.00	$40,000.00	$1,700.00	$68,000.00	$7,500.00	$300,000.00	$7,500.00	$300,000.00	$11,975.00	$479,000.00	$850.00	$34,000.00
10	Digester Debris Removal	CY	33	$545.00	$17,985.00	$250.00	$8,250.00	$2,000.00	$66,000.00	$750.00	$24,750.00	$1,300.00	$42,900.00	$1,100.00	$36,300.00	$698.00	$23,034.00	$525.00	$17,325.00
	CONTINGENCY ITEMS																		
11	Removal of Unsuitable Material	CY	50	$50.00	$2,500.00	$40.00	$2,000.00	$50.00	$2,500.00	$45.00	$2,250.00	$100.00	$5,000.00	$50.00	$2,500.00	$178.00	$8,900.00	$75.00	$3,750.00
12	Additional Select Fill	CY	50	$30.00	$1,500.00	$50.00	$2,500.00	$50.00	$2,500.00	$35.00	$1,750.00	$130.00	$6,500.00	$55.00	$2,750.00	$173.00	$8,650.00	$95.00	$4,750.00
13	Additional Concrete	CY	50	$500.00	$25,000.00	$500.00	$25,000.00	$200.00	$10,000.00	$1,100.00	$55,000.00	$1,200.00	$60,000.00	$1,250.00	$62,500.00	$637.00	$31,850.00	$375.00	$18,750.00
14	FPL Fee Allowance	LS	1	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
	GRAND TOTAL BID PRICE			$4,498,485.00		$4,531,750.00		$5,484,419.00		$5,498,450.00		$6,117,700.00		$6,510,050.00		$7,252,866.00		$7,483,075.00	

Non-Responsive Bids:

Additional notes:

INTENDED AWARD: Masci General Contractor Inc.

Pursuant to Florida Statutes, Chapter 120.57, any person who is adversely affected by the City's decision or intended decision shall file a written notice of protest with the Purchasing & Contracting Administration Division within 72 hours after the posting (electronic or otherwise) of one of the following, whichever occurs first: (i) notice of decision or (ii) bid tabulation stating the intended decision. The nature of the protest must be followed within ten (10) days of filing a formal written notice fully detailing all elements, which promulgated the protest. All decisions of the governing body are final. Failure to file a protest within the time prescribed in section 120.57(3), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

INITIALS: MBG / TB

Bid #: CN26-B-026/LR	**Due Date: February 23, 2026 @ 3:30 PM**	**Mail Date: January 22, 2026**
Leslie Rothering/ Purchasing and Contracting	**Respond: 555 South Washington Avenue Titusville, Florida 32796**	
Bid Title/Name: KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS		
Pre-Bid Meeting: Non-Mandatory - – *February 5, 2026 @ 10:30 a.m.* located at Blue Heron, 4800 Deep Marsh Rd, Titusville, FL 32780.		

CITY OF TITUSVILLE, FLORIDA

Standard Contract Book & Special Provisions

KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS

	January 26, 2026 **KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS CN26-B-026LR** **ADDENDUM #1**	*City of Titusville* *Purchasing & Contracting Division* *PO Box 2806 (555 South Washington Avenue)* *Titusville, FL 32781-2806 (32796-3584)*

TO ALL PROSPECTIVE BIDDERS:

1. This is an Addendum to and should be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 1 utilizing the Addendum Acknowledgement Form in the Required Forms. Should you have any questions pertaining to this Addendum, please contact Leslie Rothering at 321-567-3973, email Leslie.Rothering@titusville.com.

Clarification to questions:

2. Does this project have Davis Bacon requirements?
   Response: **No**.

3. Are there any SBEs/DBEs requirements?
   Response: **No.**

4. What is the Engineer's estimate / Budget cost?
   Response: **Estimate is $4.4 million.**

5. Please confirm the address for the Pre bid meeting. I see two different addresses.
   Response: **A Non-Mandatory Pre-Bid will be held on February 5, 2026 @ 10:30 a.m. located at 1135 Knox McRae Drive, Titusville, FL 32780**

6. What are the liquidated damages for bid bond purposes?
   Response: The daily liquidated damages for public projects that will not produce direct revenue shall be calculated by multiplying one mill (.001) times the total cost of the contract.

Sincerely,

Leslie Rothering
Purchasing and Contracts
City of Titusville

City of Titusville
Purchasing & Contracting Division
PO Box 2806 (555 South Washington Avenue)
Titusville, FL 32781-2806 (32796-3584)

February 13, 2026
KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS
CN26-B-026LR

ADDENDUM #2

TO ALL PROSPECTIVE BIDDERS:

This is an Addendum to and should be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 2 utilizing the Addendum Acknowledgement Form in the Required Forms. Should you have any questions pertaining to this Addendum, please contact Leslie Rothering at 321-567-3973, email Leslie.Rothering@titusville.com.

Questions submitted to date are being evaluated and will be addressed in Addendum #3.

Due date has been **EXTENDED to March 16, *2026, at 3:30 p.m. EST local time.*** Deadline for all technical questions is now **March 6*th, 2026,* 5pm**. All other terms and conditions of the ITB remain the same
.

Sincerely,

Leslie Rothering
Purchasing and Contracts
City of Titusville

	February 26, 2026 **KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS CN26-B-026LR** **ADDENDUM #3**	*City of Titusville* *Purchasing & Contracting Division* *PO Box 2806 (555 South Washington Avenue)* *Titusville, FL 32781-2806 (32796-3584)*

TO ALL PROSPECTIVE BIDDERS:

This is an Addendum to and should be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 3 utilizing the Addendum Acknowledgement Form in the Required Forms. Should you have any questions pertaining to this Addendum, please contact Leslie Rothering at 321-567-3973, email Leslie.Rothering@titusville.com.

Clarification to questions:

1. Drawing S-3, the liner is also on the floor and the fillets, never seen this before, the liner is for gas protection, which the floor and the fillets never get, can the liner just to the bottom of the wall with no liner on the floor and the fillets? **The entire wet well shall be lined including the base slab and fillets.**

2. Specification 02050 Demolition I. Treatment Structures, When the structure is empty of liquid (by Owner) any solids or debris remaining are to be removed by Contractor. For bidding reasons, we need to be able to qualify these quantities considering it is a specialty contractor with removal and disposal of said material. **The City will draw down the liquid as described in the specifications. It is estimated that a 3-ft blanket of debris will remain in each digester. A quantity of debris removal in cubic yards (CY) has been estimated and added as a Bid Item to the revised Bid Form. The Bid Item has been added to Specification Section 01150 – Measurement and Payment. See revised pages 01150-8 and 9 attached.**

3. The pipe that needs grouted after demolition, is it the 20” line underground at the pump station that use to connect to the force main and the digesters? **Refer to demolition Note 3 on Process Drawing PR-3.**

4. SECTION 13440 INSTRUMENTATION AND PROCESS CONTROL**:** Can General Control Systems please be added to the list of approved system suppliers? **The City’s preferred integrator is Rocha.**

5. I would like to ask the city and the engineer to allow Yaskawa America Inc. as an acceptable VFD Manufacturer for this project Specification 16000:2.31. A.1 - Add Yaskawa America inc. **The City’s technical specifications require Allen-Bradley (latest model) for VFDs.**

6. Can the electrical manhole detail be provided please? **There are no electrical manholes on the project. Provide hand holes as required per Specification 16000 Electrical – Pump Stations, paragraph 2.38 Electrical Hand Holes.**

7. Please consider extending the bid date to a minimum of 3 weeks. **The bid date was extended via Addendum 2.**

	February 26, 2026 **KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS CN26-B-026LR** **ADDENDUM #3**	*City of Titusville* *Purchasing & Contracting Division* *PO Box 2806 (555 South Washington Avenue)* *Titusville, FL 32781-2806 (32796-3584)*

8. Is there any as-built information for the two digester tanks that get removed? Please confirm that these get removed completely including the foundations. **Record information for the two digester tanks to be removed will be made available. The structures shall be removed completely, including foundations.**

9. Please confirm that everything in the dashed area on drawing C3 gets demolished and removed including the existing master station building. **Only the items shown with gray shading on Drawings C-3 and C-4 are to be demolished. The existing master station building is to remain. The dashed area shown on Drawing C-3 is provided for reference to the limits shown on Drawing C-4.**

10. Specification Section 11250 Biotrickling Filter Odor Control System. Part 1.2 SECTION J1 - Comment; Perry Fiberglass Products, Inc. is an established manufacturer of odor control systems. Perry meets the specification**.** Question**:** Can Perry Fiberglass Products, Inc. be added as a named supplier? **Perry Fiberglass Products, Inc. may be included in bids as a proposed equal. Acceptance for bidding purposes does not constitute final approval. The Contractor shall submit complete technical information after contract award, and the proposed system will be subject to review and approval by the Engineer for compliance with the requirements of the Contract Documents. Any modifications required to accommodate the proposed equal system, including but not limited to electrical requirements, structural modifications, dimensional changes, piping revisions, and site layout adjustments, shall be the responsibility of the Contractor and shall be provided at no additional cost to the Owner.**

11. The grinder manhole detail on sheet PR-5 details an 8’ minimum inside diameter manhole. The plan sheets call out 6’ diameter. Please confirm dimensions. **The minimum inside diameter of the grinder manhole shall be 6 feet.**

12. Are the digester tanks made of any hazardous materials? Is the contractor required to complete a FDEP Notice of Renovation or Demolition Form? Are any surveys of the tanks (asbestos, metals, PCBs) required? **Refer to Appendix B - Hazardous Materials Testing Reports of the Specifications for information. Asbestos containing materials must be properly removed by a Florida Licensed Asbestos Abatement Contractor prior to demolition activities that will impact the materials. Proper notification must be provided to the applicable regulatory agency prior to the removal and demolition activities.**

13. Will the contractor be reimbursed for the FPL fees associated w/ the project? Is the allowance item intended to cover this? **The allowance can be used for FPL fees. Refer to specification Section 16000 – Electrical – Pump Stations, paragraph 1.1.K.**

14. Reference Drawing S-3, please confirm a joint between the walls & fill are acceptable. **A joint between the walls and fill is acceptable.**

15. Approved VFD manufacturers are listed as Toshiba, Schneider, and approved equal. Are Cuttler Hammer and GE/ABB approved for VFD's? **Refer to previous response regarding approved VFD manufacturers (question 5).**

16. Spec section 3.1/A/1 shows heavy wall aluminum conduit in indoor dry locations then says galvanized heavy duty rigid steel with no exceptions. Which conduit type is required? **Aluminum conduit is required. The exception indicates that cabletray and GRS may be used if approved by the Engineer. On this project, aluminum is required.**

17. Is PVC-coated aluminum acceptable for electrical conduits when transitioning from PVC where it emerges from grade? **Yes.**

18. Is PVC-coated aluminum acceptable for exposed electrical conduits outdoors? **Yes, but conduit type shall stay consistent throughout the area of installation.**

19. Are all electrical duct banks to be concrete encased? If so, are there any areas that require steel reinforcement? **Yes, see drawing S-4 Electrical Duct Bank Reinforcement Detail.**

20. Spec section 3.1/A/7/a says that all underground raceways shall be Schedule 80 PVC except for signal conduit. Will the signal conduit underground need to be PVC coated steel? **In concrete encased electrical duct banks conduit is allowed to be PVC Schedule 40. Direct buried conduits shall be Schedule 80 PVC. All signal conduits below grade, whether installed in concrete or not, shall be galvanized ridged steel conduit.**

21. In this project's drawings, on sheet E-6, Equipment Legend #27 calls out the UPS Panelboard "P-UPS-1". Please furnish the panel schedule for "P-UPS-1**".**
    a. **DELETE P-UPS-1 from the drawings.**
    b. **DELETE the 15KVA UPS from the drawings. The UPS will be provided as part of MP-RTU-2. The RTU shall have breakers for the various loads required to be powered by UPS power.**
    c. **DELETE conduit and wire for P-39.**
    d. **DELETE conduit and wire for P-40.**
    e. **DELETE conduit and wire for P-42.**
    f. **Conduit P-44 shall show FE/FIT-120 being fed from MP-RTU-2.**

22. Are domestic products required? **Domestic products are required. Refer to the City of Titusville Approved Vendor List located in Appendix C of the Specifications.**

23. Section 01590 Temporary Field Office, this spec seems for a Engineers/Owner Trailer, is this required for your use, or is this for the contractor? **The temporary field office, if provided, would be for the Contractor's use. The Contract Documents do not require a temporary field office.**

24. In lieu of using precast concrete walls and roof, would the City consider CMU walls and LGMF low slope trusses. **The Contract Documents specify a precast concrete structure as the basis of design. The proposed CMU wall and LGMF truss system would require substantial revisions to the architectural and structural design and will not be considered.**

25. The above ground air release valve (ARV) on the outflow on the lift station does not show size. Is this supposed to be a 2in ARV on a 16in 90 flanged bend? Or is this to be a 3in flg ARV with a 3in plug valve on top of a 16in flg Tee? **The ARV Assembly on the lift station outflow shall be installed on a 16-inch flanged 90-degree elbow. The ARV size shall be 2-inch.**

Drawing Revisions

1. On Drawing C-1, Civil Notes, Legends and Abbreviations make the following changes:
    a. **DELETE** Note 14 under Site Clearing, Grubbing and Grading and **REPLACE** with the following: "All non-roadway areas that are excavated, filled, or otherwise disturbed by the contractor shall be sodded unless otherwise noted."
    b. Under CIVIL ABBREVIATIONS, **ADD** "EP, Edge of Pavement".

2. **DELETE** the following drawings in their entirety and **REPLACE** with revised drawings of the same number, dated February 23, 2026, included in this Addendum**:**
    a. C-2, Existing Conditions Plan
    b. C-3: Site Demolition and Erosion Control Plan
    c. C-5: Overall Site Plan
    d. C-6: Site Piping and Layout Plan I
    e. C-7: Site Piping and Layout Plan II
    f. C-8: Site Grading Plan

	February 26, 2026 **KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS CN26-B-026LR** **ADDENDUM #3**	*City of Titusville* *Purchasing & Contracting Division* *PO Box 2806 (555 South Washington Avenue)* *Titusville, FL 32781-2806 (32796-3584)*

3. On Drawing C-4, Demolition Plan, make the following changes:
    a. **DELETE** Demolition Note 8 and **REPLACE** with the following: "Remove/demolish and dispose of existing digesters and blower building in their entirety, including all equipment unless otherwise noted, slabs, foundations, footings and other below grade improvements. Refer to process dwgs for additional information."

    b. Within the existing blower building, **ADD** the north blower label "Blower WB-4" and the south blower label "Blower WB-5".

4. On Drawing C-9, Details, make the following changes:
    a. **DELETE** the City's TYPICAL 1" BACKFLOW INSTALLATION detail and **REPLACE** with the City's standard TYPICAL 1.5" BACKFLOW INSTALLATION detail.
    b. **REVISE** the TYPICAL HOSE BIBB INSTALLATION to include a 1.5" backflow installation.

5. On Drawing S-2, Pump Station – Plans, make the following changes:
    a. **REVISE** the vent w/ screen size at the wet well from 4" to 6".

6. On Drawing PR-2, Process Flow Diagram, make the following changes:
    a. **REVISE** wet well level monitoring and associated tags to match those shown on Drawing I-2.
    b. **ADD** flow meter tag "FE-120" to match Drawing I-2.
    c. **REVISE** PVC drain from the odor control from 1.5" to 2".
    d. **REVISE** PVC vent pipe between the wet well and the blower from 6" to 8".

7. Drawing PR-3, Existing Master Pump Station Demolition Plan, make the following changes:
    a. **DELETE** reference to DWG C-3A in Note 3 and **REPLACE** with "C-4".

8. Drawings PR-4, Master Pump Station – Plan and PR-5, Master Pump Station - Sections, make the following changes:
    a. **REVISE** the vent w/ screen size at the wet well from 4" to 6".
    b. **REVISE** the inlet air PVC piping from the blower to the odor control vessel from 6" to 8".
    c. **REVISE** the PVC vent pipe between the wet well and the odor control blower from 6" to 8". Provide a PVC grease / moisture separator with replaceable filter cartridge as manufactured by Vanaire, or approved equal.
    d. **REVISE** the PVC drain from the odor control vessel from 1.5" to 2".
    e. **REVISE** the odor control water supply line from 1" to 1.5" PVC.
    f. **REVISE** the REC-PVC piping at the odor control system from 1" to 1.5" PVC.

9. Sheet M-1:
    a. Locate AC-1 and AC-2 on the South wall to match location as shown on Electrical Drawing E-6. Coordinate refrigerant and condensate drain pipe routing to avoid running over electrical equipment.
    b. Air Cooled Condensing Unit Schedule. **REPLACE** the following schedule information for both AC-1 and AC-2:
        i. REFRIGERANT: R454B
        ii. MCA: 22
        iii. REMARKS: MITSUBISHI MODEL PUY-AH30NL OR EQUIVALENT
    c. Ductless Split System Air Conditioner Schedule. **REPLACE** the following schedule information for both DS-1 and DS-2:
        i. REFRIGERANT: R454B
        ii. SEER: 20
        iii. REMARKS: MITSUBISHI MODEL PKA-AK30NL OR EQUIVALENT

Specification Clarifications:

1. In Specification Section 11250 – Biotrickling Filter Odor Control System:
    a. **DELETE** the table under paragraph 2.2.A, and **REPLACE** with the following table:

Location	Knox McRae MPS
Selected Model No.	HIBOCS-200
Specified Air Flowrate (CFM)	600
Minimum Empty Bed Residence Time (EBRT) at specified air flow flow rate *	20 seconds
H_2S In, ppmv (maximum)	300
H_2S In, ppmv (average)	100
Minimum H2S Removal Efficiency / 24 hr Avg.	99 %
Max. Pressure Loss Across Biological Reactor	2.0” w.c.
Maximum Blower Motor HP	2

	February 26, 2026 **KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS CN26-B-026LR** **ADDENDUM #3**	*City of Titusville* *Purchasing & Contracting Division* *PO Box 2806 (555 South Washington Avenue)* *Titusville, FL 32781-2806 (32796-3584)*

2. In Specification Section 11321 – Channel Grinder:
    b. **DELETE** Paragraph 1.1.A in its entirety and **REPLACE** with the following: Work Included: Furnish all labor, materials, equipment and appurtenances required to install one sewage channel grinder assembly with explosion proof immersible motor, side rails and mounts to grinder manhole, complete and ready for operation in the location shown on the Drawings and as specified herein.

    c. **DELETE** Paragraph 1.1.B.3 in its entirety and **REPLACE** with the following: Grinder shall be suitable for installation within the influent sewer (Class I, Div I, Group D), and retrievable from above via lifting chain. The lifting yoke/chains shall be provided by the General Contractor.

Additional FDEP Permit:

1. The project is subject to the requirements of FDEP Environmental Resource Permit No. 25953-002-EI. A copy of the permit is attached to this Addendum and shall be considered part of the Contract Documents.

Additional Clarifications

1. The construction duration is estimated to be 18 months.
2. The updated project estimate is $5.31 million.

Please note the due date and time remains **March 16*, 2026, at 3:30 p.m. EST local time***

Sincerely,

Leslie Rothering
Purchasing and Contracts
City of Titusville

	March 4, 2026 **KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS CN26-B-026LR** **ADDENDUM #4**	*City of Titusville* *Purchasing & Contracting Division* *PO Box 2806 (555 South Washington Avenue)* *Titusville, FL 32781-2806 (32796-3584)*

TO ALL PROSPECTIVE BIDDERS:

This is an Addendum to and should be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 4 utilizing the Addendum Acknowledgement Form in the Required Forms. Should you have any questions pertaining to this Addendum, please contact Leslie Rothering at 321-567-3973, email Leslie.Rothering@titusville.com.

Clarification to questions:

1. On sheet E-2 Note 6 states that the duct banks are to be ran into a "electrical handhole". Please provide a spec on the size and type of "hand hole " needed.
   Response: Handholes shall be provided in accordance with Specification Section 16000, Paragraph 2.38 – Electrical Handholes. Hand holes located in areas exposed to vehicle traffic shall be made of concrete with heavy duty cast iron rings with covers.

2. On sheet E-1 the conduit installation schedule states for underground that all signal conduits are to be RGS whether encased by concrete or not. Please confirm if that is correct.
   Response: That is correct.

3. On Sheet E-2 Note 1 mentions a pad mounted transformer, please confirm if this is a new transformer. Does a transformer pad need to be included in our bid? Is there any additional grounding needed for the transformer?
   Response: This is a new, pad-mounted transformer. Bid shall include installing transformer complete with concrete pad. Contractor shall provide and install the grounding around the transformer pad as required by the NEC and per Utility requirements. Transformer will be supplied by the electrical utility. The allowance identified in the Bid Form shall be used for FPL fees. Refer to specification Section 16000 – Electrical – Pump Stations, paragraph 1.1.K.

4. On Sheet S-4 electrical duct bank detail shows rebar reinforcement around the conduits. Is this for specific locations or all lengths of all duct banks?
   Response: This is for all ductbanks.

5. There is no detail showing how the disconnects for the new PSP Pumps are to be mounted. Please provide information on how the rack is to be constructed, and if all the disconnects to be mounted on the same rack or separately. We will also need the same information for the rack for the odor control panel and the grinder control panel as nothing is shown on the drawings.

1. **Response: The odor control system shall include a completely assembled process control skid for operation of the system per Specification Section 11250, Paragraph 2.5 - Biotrickling Filter Process Control System Panel and Accessories. The mounting rack for the Grinder Control Panel**

and PSP Pump disconnects shall match the mounting rack detail for the Demarcation Box as shown on Drawing E-9. It is acceptable to mount the PSP Pump disconnects on one rack.

6. We are interested in participating in this project and would appreciate it if you could provide details regarding the SCADA software platform currently utilized by the City.
   Response: The City of Titusville Water Resources Department owns and operates the City public water and sewer system with the following characteristics: • 50,000+ capita population served • 22,000+ customer services • 56 Wells • 2 Potable Water Plants - 10 mgd main plant and a distribution system plant • 300+ Miles of water mains • 8 million gallons of ground storage tank capacity • 300+ Miles of sewers and force mains • 100 lift stations • Two Water Reclamation Plants - 4 mgd and 2.75 mgd • 1 NELAC environmental laboratory.

   The listed are managed via the Water Resources Department Operational Technology (OT) SCADA network comprised of Ethernet, fiber WAN, radio and telephone telemetry, SCADA-LIMSequipment application software, PLCs, VFDs, control panels and instrumentation. The OT SCADA network is standardized on equipment and software.

Please note the due date and time remains **March 16*, 2026, at 3:30 p.m. EST local time***

Sincerely,

Leslie Rothering
Purchasing and Contracts
City of Titusville

Attachments:

MPS Addendum Civil Sheets
Revised Bid Form
25953-002-EI – Permit
Specification 01150_Page 8-9

March 10, 2026
KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS
CN26-B-026LR

ADDENDUM #5

City of Titusville
Purchasing & Contracting Division
PO Box 2806 (555 South Washington Avenue)
Titusville, FL 32781-2806 (32796-3584)

TO ALL PROSPECTIVE BIDDERS:

This is an Addendum to and should be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 2 utilizing the Addendum Acknowledgement Form in the Required Forms. Should you have any questions pertaining to this Addendum, please contact Leslie Rothering at 321-567-3973, email Leslie.Rothering@titusville.com.

Questions submitted to date are being evaluated and will be addressed in Addendum #6.

Due date has been **EXTENDED to March 20, *2026, at 3:30 p.m. EST local time.*** All other terms and conditions of the ITB remain the same.

Sincerely,

Leslie Rothering
Purchasing and Contracts
City of Titusville

	March 11, 2026 **KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS CN26-B-026LR** **ADDENDUM #6**	*City of Titusville* *Purchasing & Contracting Division* *PO Box 2806 (555 South Washington Avenue)* *Titusville, FL 32781-2806 (32796-3584)*

TO ALL PROSPECTIVE BIDDERS:

This is an Addendum to and should be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 5 utilizing the Addendum Acknowledgement Form in the Required Forms. Should you have any questions pertaining to this Addendum, please contact Leslie Rothering at 321-567-3973, email Leslie.Rothering@titusville.com.

Clarification to questions:

1. VFD Approved Manufacturers. In specification section 16000-7: 2.31 – Variable Frequency Drives Control Panel, the approved manufacturers for VFDs are listed as Toshiba and Schneider, or an equivalent. However, in Addendum 3, Allen-Bradley is mentioned as the option. Could you please confirm whether Schneider is still acceptable, or if Allen-Bradley is now the preferred choice?
   Response: All VFDs shall be Allen Bradley per City standards.

2. Please confirm if the job needs to be BABA-compliant.
   Response: The project does not have AIS or BABA requirements. However, domestic products are required. Refer to the City of Titusville Approved Vendor List located in Appendix C of the Specifications.

3. Can the additional concrete quantity contingency item be revised to a smaller quantity? 1 – 5 CY's? With this being a contingency item that may not be needed, this could really sway the bids one way or another between the contractors. Also, without knowing the nature of the contingency work (flatwork or vertical) there is no good way to put a unit price together for that quantity amount.
   Response: The concrete bid item quantity will remain as shown. This item is included to establish a contractual unit price for potential miscellaneous concrete work that may be required during construction as directed by the Engineer. Variation in unit pricing between bidders is inherent in the competitive bidding process.

4. Please confirm that there are 4 bollards required around the grinder manhole. For the 4 bollards around the grinder manhole, please confirm these will be embedded bollards.
   Response: Embedded bollards shall be used at the grinder manhole. On Drawing C-9, ADD the Bollard Detail indicated in Figure C1 attached.

5. Please provide revised drawings C2, 3, 5, 6, 7, 8. They were not included in addendum 3.
   Response: Drawings were provided in Addendum 4.

6. Please provide as-built information of digester tanks. They were not included in addendum 3.
   Response: City to provide as-built information.

	March 11, 2026 **KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS CN26-B-026LR** **ADDENDUM #6**	*City of Titusville* *Purchasing & Contracting Division* *PO Box 2806 (555 South Washington Avenue)* *Titusville, FL 32781-2806 (32796-3584)*

7. The wet well drawings show the HDPE liner on the concrete fill section. The HDPE liner gets fastened to the concrete forms. When pouring the fill section, there no forms. This is not feasible to install/ form & pour this section with a liner. For the fill section, would a RAVEN 405 or SPRAYROQ liner be acceptable in lieu of the HDPE liner? The remaining sections (walls & lid) would get the HDPE liner.
   Response: The HDPE liner shall be installed in accordance with the liner manufacturer's recommendations. The Contractor shall submit liner layout drawings and installation details for review and approval by the Engineer. An acceptable installation method, consistent with manufacturer guidance, includes forming the sloped fill section with a temporary form and attaching the liner to the form in a manner similar to the wall installation. Spray-applied liner systems such as Raven 405 or Sprayroq are not acceptable substitutions for the HDPE liner.

8. Regarding the electrical building and specifically the specification referenced on Plan Sheet M-1 and he has the following comment/question: The equipment schedule specs 410A refrigerant for the equipment. This is no longer available in Mitsubishi and most other major brands. Will the EOR approve 454b refrigerant equipment?
   Response: This was addressed in Addendum #3.

9. Why was the allowance contingency item removed from the schedule of bid items?
   Response: The City does not authorize built in contingency on projects. Any potential change orders will be evaluated as they happen and follow the purchasing guidelines for approval procedures. See updated Bid Form attached.

10. The revised Addendum 4 – SCHEDULE OF BID ITEMS change Item No. 13 from Allowance to "Additional Concrete". The "Allowance" item is not longer included in the Schedule of Bid Items but is still listed in the updated Addendum 4 "Measure and Payment section". Does Item No. 14 need to be included? If yes, please update and re-issue the SCHEDULE OF BID ITEMS.
    Response: See updated Bid Form attached with revised Bid Item #14.

11. Is this project subject to AIS or BABA requirements?
    Response: See response to question 2.

12. Please provide a FM connection to manhole detail, profile on sheet PR-5 does not provide enough information.
    Response: See manhole detail on Sheet C-9.

13. Please provide a Gravity sewer connection to manhole detail, profile on sheet PR-5 does not provide enough information.
    Response: See manhole detail on Sheet C-9.

14. Will tapping sleeves and valves be required for bypass assembly #1 or #2 to facilitate cut in tees? Will a line item need to be added?
    Response: Taps associated with the temporary bypass assembly and connection to the existing 24-inch force main shall be included in Item No. 8 – Connection to Existing 24-inch Force Main. Contractor will be required to submit a temporary bypassing plan prior to construction for review and approval by the Engineer.

15. Are temporary 24" double line stops and temporary 24" bypass (assembly #1 and #2) FM to be paid under pay item #8?
    Response: Yes, per Item No. 8 – Connection to Existing 24-inch Force Main, the price shall include temporary line stop assemblies with temporary bypass piping.

16. Is PVC acceptable material for temporary 24" bypass (assembly #1 and #2) or is DIP required?
    Response: The bypass piping system shall be fully restrained and can be PVC, HDPE or DIP. Contractor will be required to submit a bypassing plan prior to construction for review and approval by the Engineer.

17. Is temporary 24" bypass to be installed above ground? If so, will all material need to be flanged?
    Response: The temporary bypass can be installed above ground. Contractor will be required to submit a bypassing plan prior to construction for review and approval by the Engineer. See response to question 16 for bypass pipe materials.

18. What material is required for emergency pump out connection riser pipe?
    Response: Emergency pump out riser pipe shall be flanged ductile iron.

19. Is a profile view of above ground 16" FM flanged piping available?
    Response: A profile view of the 16” flanged piping is not available.

20. Could you please confirm the specific SCADA software platform the City is currently standardized on?
    Response: See Addendum #4.

Drawing Revisions

1. **DELETE** the following drawings in their entirety and **REPLACE** with revised drawings of the same number, dated March 3, 2026, included in this Addendum**:**
    a. E-2: Electrical Site Plan Demolition and Modification
    b. E-4: Single Line Diagram - Modification
    c. E-6: Master Pump Station Electrical Plan

d. E-7: Electrical Schematics
e. E-8: Electrical Schedules
f. E-10: Electrical Details

Specification Clarifications:

1. In Specification Section 01150 – Measurement And Payment, **REPLACE** Bid Item No. 14 – Allowance with the following:

   Item No. 14 – FPL Utility Fees

   A. This bid item includes anticipated fees charged by the power company (Florida Power & Light) PL) for work and equipment associated with the project. Fees may include, but are not limited to, application fees, account establishment charges, engineering review, inspection fees, transformer or service connection charges, and other applicable utility service costs required by FPL. The amount shown in the Bid Form shall be included in the Contractor's bid and shall be used to pay actual fees invoiced by FPL. Payment will be made based on actual invoiced costs from FPL. If the actual fees are greater or less than the amount included in the Bid Form, the Contract Amount will be adjusted for the difference. No additional markup shall be applied to the listed utility fee.

2. In Specification Section 11250 – Biotrickling Filter Odor Control System, **REPLACE** paragraph 2.1.E with the following:

   E. Contractor is responsible for the duct piping from the wetwell to the suction side of the blower, duct piping from the blower to the biotrickling filter vessel, as well as Schedule 80 PVC piping for the water supply, and nutrients.

   F. The system shall include a prefabricated Schedule 80 PVC overflow/sampling assembly that shall be installed on one of the drain fittings on the biotrickling filter vessel. The system supplier shall provide a properly designed 2" Sch. 80 PVC P-trap for installation between the overflow assembly and the site drain. Upstream of the overflow/sampling assembly, or connected to one of the other drain fittings, the system supplier shall provide, and the contractor shall install a 1.5" Sch 80 PVC strainer assembly. The outlet of the strainer assembly shall be connected to the recirculation pump inlet connection on the process equipment skid for use during system acclimation and/or constant recirculation mode of operation.

	March 11, 2026 **KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS CN26-B-026LR** **ADDENDUM #6**	*City of Titusville* *Purchasing & Contracting Division* *PO Box 2806 (555 South Washington Avenue)* *Titusville, FL 32781-2806 (32796-3584)*

3. In Specification Section 11250 – Biotrickling Filter Odor Control System, after paragraph 2.1.F, **ADD** the following paragraphs:

   G. The vessel shall include a Sch 80 PVC spray header with at least one nozzle that evenly distributes water and nutrients across the entire surface of the media bed.

   H. The vessel shall include a manway on the dome, an access hatch in the plenum, an access manway at the bottom of the media bed, and an access manway at the top of the media bed.

   I. The system shall include a prefabricated Schedule 80 PVC overflow/sampling assembly installed on a drain fitting of the biotrickling filter vessel. A p-trap assembly shall be installed between the overflow assembly and the site drain. Upstream of the overflow/sampling assembly the system shall include a Schedule 80 PVC strainer assembly with outlet connection to the recirculation pump inlet.

4. In Specification Section 11250 – Biotrickling Filter Odor Control System, **ADD** the following paragraphs:

   2.8 GREASE/MOISTURE SEPARATOR:

   A. The odor control system shall include a grease/moisture separator upstream of the blower to protect the blower and media.

   B. The separator shall be fabricated from PVC, shall include plain end inlet and outlet and be connected to the PVC pipe with Fernco couplings. The separator shall include PVC access doors with knobs and handles, and PVC support legs.

   C. The separator shall include a differential pressure gauge with associated valves and tubing.

   D. The filter cartridge shall be designed to be easily replaceable, fabricated with a 316 SS frame and grids, and 6” thick poly mesh filter.

   E. Include one (1) installed and one (1) spare filter cartridge.

Please note the due date and time remains **March 20*, 2026, at 3:30 p.m. EST local time***
Sincerely,

Leslie Rothering
Purchasing and Contracts
City of Titusville

Attachments: As-builts – C, E, G, I, M, P, S, V
Bollard Details
09-20554 Electrical Plans

Revised Addendum #6 - SCHEDULE OF BID ITEMS

KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS

Bid # 26-B-026 LR

CITY OF TITUSVILLE

KNOX MCRAE MASTER PUMP STATION PROJECT

Item No.	Description	UNIT	QTY	UNIT COST	TOTAL COST
1	Mobilization/Demobilization	LS	1		
2	Demolition	LS	1		
3	Submersible Master Pump Station	LS	1		
4	Standby Emergency Generator with Sub-Base Fuel Tank	LS	1		
5	Biological Odor Control System	LS	1		
6	24-inch Ductile Iron Force Main	LF	140		
7	24-inch Gate Valve Assembly	EA	4		
8	Connection to Existing Force Mains	LS	1		
9	Influent Gravity Sewer	LF	40		
10	Digester Debris Removal	CY	33		
CONTINGENCY ITEMS					
11	Removal of Unsuitable Material	CY	50		
12	Additional Select Fill	CY	50		
13	Additional Concrete	CY	50		
14	FPL Fee Allowance	LS	1	$50,000	$50,000
	TOTAL BID (NUMBER)				**$**

Bidder proposes to do the Work for the above Bid for (words)

_____

_____ ($).

THE ABOVE BID QUANTITIES ARE THE CITY'S ESTIMATED REQUIREMENTS AND WILL BE USED SOLELY FOR BID EVALUATION AND CONTRACT AWARD PURPOSES. THESE QUANTITIES DO NOT CONSTITUTE A GUARANTEE OF WORK OR INTENT THEREOF. THE CITY DOES NOT REPRESENT THAT THE ACTUAL QUANTITIES OF WORK PERFORMED WILL CORRESPOND WITH THE ABOVE BID QUANTITIES. FURTHERMORE, THE CONTRACTOR SHALL NOT PLEAD MISUNDERSTANDING OR DECEPTION BECAUSE OF QUANTITIES OR OF THE CHARACTER, LOCATION OR OTHER CONDITIONS PERTAINING TO THE WORK.

NOTICE OF INVITATION FOR BIDS
BID NUMBER: CN-26-B-026/LR
TITLE: KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS
DUE DATE: February 23, 2026 @ 3:30P.M.

The City of Titusville intends to contract for replacing the South Master Pump Facility with the Knox McRae Master Pump Station (MPS) All work shall be in accordance to provided plans and specifications provided by the City's consultant Wright-Pierce.

Bids will be accepted by the city of Titusville at city hall, 555 s. Washington avenue, Titusville, Florida 32796, until **February 23, 2026 @ 3:30 p.m.,** at which time and date the bids will be publicly opened in the city council chamber. any bids received after the time and date specified above will not be considered. sealed envelopes shall contain the name of the bidder and be marked as follows:
Bids shall be submitted in one (1) original hard copy along with an electronic copy on CD or USB drive. Firms interested in submitting a bid may obtain a complete bid package from Demand Star, or may request the bid package from the Purchasing and Contracting Administration office by email at leslie.rothering@titusville.com. The bid package will be provided in electronic format as a pdf document upon request. All questions about the meaning or intent of the Bidding Documents must be submitted in writing to Leslie Rothering, City of Titusville Purchasing Services and Contracting, 555 N Washington Ave, Titusville, FL. Written questions may be mailed or sent via email to: Leslie.Rothering@Titusville.com All questions should be received in writing prior to 5:00 p.m. on February 13, 2026.

Contractors shall be properly licensed to conduct its business in the City of Titusville, with all licenses, permits, and certificates as required by all local, State of Florida, and Federal agencies.

A Non-Mandatory Pre-Bid will be held on February 5, 2026 @ 10:30 a.m. located at 1135 Knox McRae Drive, Titusville, FL 32780

No bid shall be considered unless sealed and filed with the Purchasing & Contracting Office at the address specified, no later than the time set forth above. The official time will be the date and time packet is stamped received in the Purchasing and Contracting Office. Each bid must be accompanied by all bid forms provide within the Solicitation packet and a Bidder's Bond, payable to City of Titusville, Florida for five percent (5%) of the amount of the bid; to be forfeited as liquidated damages in the event that the bid is accepted, and the bidder fails to enter promptly into a written contract and furnish the required Performance Bond, Payment Bond, and Insurance Certificates. Bids arriving after the designated time will be returned unopened.

Payment and Performance Bond in an amount equal to 100% of the contract amount will be required as well as a one-year Maintenance Bond equal to 15% of the final contract.

The City reserves the right to make any changes to this bid, or to reject any and all, or parts of any and all bids, or to accept any bid or portion thereof deemed to be in the best interest of the City, or postpone or cancel, at any time, this bid, or to re-solicit this bid, or to waive any irregularities in this bid or in the offers received as a result to this bid. The City also reserves the right to request clarification or information from any bidder. The City is not liable for any expenses incurred by any firm as a result of being a respondent to this solicitation.

Bidder Checklist

One (1) original hardcopy completed on the Bid Packet as furnished with one (1) electronic copy using a CD or USB drive. Following items must be included with submittal for Bid to be considered responsive.

- ☐ Bidder's Checklist & Addendum Acknowledgements – **Page 3**
- ☐ Bid Form and Price Proposal Form – **Page 87**
- ☐ Bid Bond ON BID BOND FORM PROVIDED – **Page 89**
- ☐ Certificate as to Corporate Principal – **Page 91**
- ☐ Affidavit – **Page 93**
- ☐ Subcontractor list – **Page 94**
- ☐ Questionnaire Form (including References) - **Page 95**
- ☐ Trench Safety – **Page 98**
- ☐ Public Entity Crimes - **Page 100**
- ☐ Scrutinized Companies Certificate: Pursuant to Florida Statute § 287.135 – **Page 103**
- ☐ E-Verify Affidavit E-Verify #_____ **Page 105**
- ☐ Drug Free Workplace Certification – **Page 106**
- ☐ Certification Regarding Debarment Suspension, Ineligibility,Voluntary Exclusion – **Page 107**
- ☐ Equal Employment Opportunity Certification – **Page 108**
- ☐ Form of Non-Collusion Affidavit – **Page 109**
- ☐ Disclosure Form Foreign Influence _ **Page 110**

Addendum Acknowledgment - Bidder acknowledges that the following addenda have been received and are included in this Bid:

☐ Addendum 1_____ Dated _____

☐ Addendum 1_____ Dated _____

☐ Addendum 1_____ Dated _____

Proof that your firm is licensed to perform this work, proof of insurance, and all completed Required Forms within this packet must be included with this bid for your bid to be considered.

CONTENTS

DIVISION 0 - GENERAL CONDITIONS

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1 - Instructions to Bidders
2 - Draft Contract
3 - Basic Clauses
4 - Site Requirement
5 - Insurance, Patents, Permits & Taxes
6 - Control of Work
7 - Contractor's Organization
8 - Execution & Progress
9 - Legal Relations & Responsibility
10 - Measurement & Payment
11 - Labor Requirements
12 - Contractor Forms
13 - Supplemental

CONTRACT & BID FORMS

- Price Proposal
- Bid Bond
- Affidavit
- Non-Collusion Affidavit
- Florida Trench Safety Act Statement
- Subcontractors
- References/Bidder Qualification Questionnaire
- Drug-Free Workplace Certification
- Public Entity Crimes
- Scrutinized Companies Certificate
- E-Verify Affidavit
- Certificate - Contract Execution Authorization
- Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion
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TECHNICAL

CONTRACT DOCUMENTS SPECIFICATIONS AND DRAWINGS

S E C T I O N 1

I N S T R U C T I O N S TO B I D D E R S

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SECTION	1.3	Qualifications of Bidders
SECTION	1.4	Local Preference (not applicable due to project amount)
SECTION	1.5	Preparation of Bids
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SECTION	1.24	Other Federal Regulations
SECTION	1.25	Permits/Inspections

INSTRUCTIONS TO BIDDERS

1.1. Definition of Terms:

Whenever in the Contract Documents the following terms (or pronouns in place of them) are used, the intent and meaning of such terms shall be interpreted as follows:

a) City: The City of Titusville, Florida

b) Owner: The City of Titusville, Florida

c) City Manager: The City Manager of the City of Titusville, Florida, being the administrative head of the City as described in the City Charter.

d) Purchasing & Contracting Administrator: The Purchasing & Contracting Administrator is the employee of the City of Titusville responsible for the overall coordination and oversight of the contract assuring that all contractual obligations are completed satisfactorily and in accordance with the Contract terms and conditions. The PCA will have complete responsibility to receive notices, transmit instructions and communicate policies and decisions regarding all contract matters including technical matters that may affect the contract terms and conditions. The City's Purchasing & Contracting Administrator can be reached during normal office hours by Phone: 321.567.3973/Fax 321.383.5628, or at City Hall, 555 S. Washington Avenue, Titusville, Florida 32796.

e) Project Manager: The Project Manager is the employee of the City of Titusville responsible for the overall coordination, oversight and management of the Work. All Work done shall be subject to the review of the Project Manager and City. Any and all technical questions which may arise as to the quality and acceptability of materials furnished, work performed, or work to be performed, interpretation of all technical questions as to the fulfillment of the Contract on the part of the Contractor, shall be referred to the Project Manager, who will have responsibility to resolve such questions, and transmit instructions and communicate decisions of technical nature to the Contractor, in writing, regarding matters pertinent to performance of the Work. The City shall not be responsible for the acts or omissions of the Contractor. Any changes to the scope of work or any deviations from the contract documents must be approved in writing through the Purchasing & Contracting Administrator in accordance with Section 4, paragraph 4.2 Changes in Work.

f) Engineer: Wright-Pierce.

g) Inspector: An employee or a designated representative of the City, assigned to make any or all necessary inspections of Work performed, and materials furnished by the Contractor and reporting directly to the Project Manager or the City Engineer or the Purchasing & Contracting Administrator.

h) Person: The word Person shall mean and include any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or otherwise, and any combination thereof.

i) Bidder: Any person who submits a Proposal for the Work described in the Notice to Bidders and pursuant to these Contract Documents

j) Contractor: The Firm whose Proposal the City will accept and who shall thereafter enter into a form of Contract with the City to furnish the materials and do all the Work as bid upon.

k) Subcontractor: A Firm supplying material, labor, equipment or appurtenances for the Work at the site of the project. Such Firm has contractual relations with the Contractor, but not with the City.

l) Principal: When used in the Bid Bond, the word Principal means the same as the word Bidder. When used in the Contract Bond, the word Principal means the same as the word Contractor.

m) Surety: The corporation or individual, bound by the Contract Bond with and for the Contractor, and who is primarily liable and engages to be responsible for Contractor's acceptable performance of the Work for which the Contract has been made, and for his payment of all debts pertaining thereto.

n) Contract Documents: The Contract Documents shall mean and include the following:

1.

1. Notice to Bidders	2. Non-collusion Affidavit Form
3. Instruction to Bidders	4. Release of Lien (Partial/Final) Form
5. Price proposal Form	6. Bidder Qualification Questionnaire
7. Bid Bond Form	8. General Conditions
9. Affidavit	10. Special Provisions
11. Draft Contract	12. Technical Specifications
13. Certificate-Contract Execution	14. Foreign Disclosure Form
15. Performance & Payment Bond	16. Performance of Work By Sub-Contractors
17. Trench Safety Act	18. Copy of Business Tax Receipt & State of Florida Registration
19. Drug-Free Workplace Form	20. Public Entity Crime Form
21. Certificate Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion	22. E-Verify
23.Scrutinized Companies	24. Public Entity Crimes Affidavit

o) Work: All Work to be performed by the Contractor in the fulfillment of the Contract, and includes all necessary materials, labor, equipment, and transportation, as described in the Contract Documents, for the contemplated improvement.

p) Scope of Work: The specific Work, improvement, or job, to which these Contract Documents apply, as described in Section I, (Description of Work) of the Contract.

q) Contract: The written agreement between the Owner and the Contractor for the performance of the Work in accordance with requirements of the Contract Documents and for the payment of the agreed consideration, therefore.

r) Addendum: A modification of the Plans or other Contract Documents issued by the Procurement Contracts Coordinator and distributed to prospective Bidders prior to the opening of bids.

s) Change Order: A written order issued by the Owner, or when authorized in this Contract, by the Purchasing & Contracting Administrator, to the Contractor directing certain changes, additions, or reductions in the Work or in the materials or methods to be used.

t) Or Equal: Whenever in the Contract Document and Plans, any particular brand, make of material, device, or piece of equipment is shown or specified, such brand, make of material, device or piece of equipment shall be regarded merely as a standard. If two or more brands, makes of material, devices, or pieces of equipment are shown or specified, each is to be regarded as the equal of the other. Any other brand, make of material, device, or piece of equipment, which, in the opinion of the Purchasing & Contracting Administrator, is the recognized equal of that specified, considering quality, Workmanship, economy of operation, and suitability for the purpose intended, will be acceptable.

u) Subgrade: That portion of the roadbed immediately below the base course or pavement (including below the curb and gutter, valley gutter, shoulder and driveway pavement); the limits of which will ordinarily include those portions of the roadbed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are showing on the plans, the sub-grade section shall be considered to extend to a depth of 12 inches below the bottom of the base or pavement and outward to six inches beyond the base, pavement or curb and gutter.

v) Architect: None.

w) Field Order: N/A

x) Proposal: Written response to the requirements of this bid (on the forms provided herein.)

1.2. Receipt and Opening of Bids

Bid proposals, together with Bid Bond, Specifications and Contract Bond, as completely assembled herewith, must be delivered in sealed, opaque envelopes, addressed to the Purchasing & Contracting Administration Division of the City of Titusville, Florida, at the date and time called for in the Notice of Invitation for Bids and shall be properly identified on the face thereof. The Bid proposal shall be made out upon the blank form included herewith, which must not be removed nor detached, from these Contract Documents.

Bid proposals will be publicly opened and immediately read aloud in the Council Chambers, City Hall, 555 S. Washington Ave., Titusville, Florida, at the time designated in the Notice to Bidders.

1.3. Qualifications of Bidder

The City reserves the right before awarding the Contract to require a Bidder to submit such evidence of his qualifications as it may deem necessary to properly evaluate the bid and may consider any evidence of the financial, technical and other qualifications and abilities of a Bidder. The City reserves the right to award the contract only to a Bidder who is fully qualified to undertake the Work.

1.4. Local Preference. The City of Titusville grants preference to those vendors, contractors or service providers whose primary business location is within the physical limits of the City of Titusville or Brevard County and have held a valid occupational license (Business Tax Receipts) for a period of no less than one year. Local business shall be defined in accordance with said ordinance which is available for review in the City Clerk's or Purchasing & Contracting Administrator's office and will be

provided if requested for the cost of copying it.

1.5. Preparation of Bids

Bids must be submitted on Bid Price Proposal Form contained in this document or any subsequent revision thereto made and incorporated into the Contract Documents via addendum issued by the City's Purchasing & Contracts Division. All blank spaces in the Proposal must be filled in legibly and correctly handwritten in ink or typed. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is called for, for each scheduled item of Work, as well as the Total Bid Price for the entire Work under the contract.

In the event of a bid item price discrepancy (math error when the bid total price for any bid item is not the result from applying the unit price stated by the bidder for such item to the item quantity indicated in the bid) the bid unit price stated in the bid shall govern and prevail and the total bid price for such item will be corrected.

If the Bid is made by an individual, he or she must sign his name thereon and state his post office box/address and the name and address of every other person involved in the Bid as principal. If the Bid is made by a firm or partnership, its name and post office address must be stated as well as the name and address of each member of the firm or partnership. If the Bid is made by a corporation, the Bid must be signed by some authorized officer or agent, subscribing the name of the corporation with his own name and affixing the corporate seal. Such office or agent must also state the name of the State under which the corporation is chartered, the names and business address of the President, Secretary and Treasurer, as well as the registry with the Secretary of State of the State of Florida of such corporation for doing business in the State of Florida.

1.6. Plans and Other Contract Documents

The plans and other Contract Documents give the location and description of the Work to be done under this Contract, the estimated quantities of each item of Work for which Bids are invited, the time in which the Work must be complete, the amount of the Bid Guarantee, and the date, time and place of the receipt and opening of Bids.

1.7. Examination of Contract Documents and Site

The Bidder is required to examine carefully the site of the Work and the plans and other Contract Documents for the Work contemplated. It will be assumed that the Bidder has investigated and is fully informed as to the requirements of the plans and other Contract Documents, thus relieving the City of any costs incurred by the Bidder as a result of a misunderstanding or miscalculation of the Work.

1.8. Obligation of Bidder

The Bidder must inform himself fully of the conditions under which the Work is to be performed in relation to both construction and labor conditions, acquaint himself with all governing laws, ordinances, etc., and otherwise thoroughly familiarize himself with all matters which may affect the performance of the Work; failure to do so will not relieve a successful Bidder of his obligation to furnish all material, equipment and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the consideration set forth in his Bid.

It is the obligation of the Bidder to make his own investigations of sub-surface conditions prior to submitting his Bid. The record of borings, test excavations and other sub-surface investigations, if any, made for design purpose for the engineers are available in the Engineering Department. Such records are offered as information only and solely for the convenience of Bidders. The City does not warrant or guarantee that said borings, test excavations and other sub-surface investigations show the actual sub-surface conditions. The Contractor agrees that he will make no claims against Owner if in carrying out the Work he finds that the actual conditions encountered do not conform to those indicated by said borings, test excavations and other sub-surface investigations.

Any estimates or estimates of quantities of Work or materials shown on the plans or in the Proposal, based on said borings, test excavations and other sub-surface investigations or otherwise, are in no way warranted to indicate the true quantities or distribution of quantities.

1.9. Clarifications/Changes While Bidding

If any prospective Bidder for the proposed Contract is in doubt as to the true meaning of any part of the drawing, Specifications or other proposed Contract Documents, he may submit to the Procurement Contracts Coordinator a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be mailed or delivered to each prospective Bidder who has received a complete set of Bidding Documents. The Owner will not be responsible for any other explanations or interpretations of the proposal documents.

During the Bidding period, Bidders may be furnished addenda or bulletins for additions or alterations to the contract documents, which shall be included in the Work covered by the Proposal.

1.10. Interpretation of Quantities

The quantities of Work to be done under this Contract, given in the Proposal, are not to be considered as fixed for each item. Such quantities are to be used for comparison of bids received and for payment. Changes in such quantities shall only be caused by addition to or deletion from the Contract by way of a Change Order. The Bidder shall not plead misunderstanding or deception because such listed quantities do not correspond with measured areas. Payment to the Contractor will be made only on the basis of the total quantity of Work actually performed in accordance with the plans and other Contract Documents, and it is understood that the quantities may be increased or diminished, by addition or deletion of entire facilities without in any way invalidating any of the unit prices bid. Quantities for any facilities added or deleted shall be computed in the same manner as that used for those listed on the plans.

1.11. Bid Guarantee

Each Bid must be accompanied by a Bid Guarantee in the form of a cashier's or certified check made payable to the City of Titusville, Florida, or a Bid Bond prepared on the form attached herein, duly executed by the Bidder as Principal and having a surety company satisfactory to the City (i.e., highly rated by "Best" or the "U.S. Treasury Listing".) The guarantee so furnished shall be in an amount of not less than five percent (5%) of the amount of the Total Bid Price. All certified checks must have attached thereto the necessary governmental documentary stamps. **Such checks or Bid Bonds will be returned to all except the three (3) lowest qualified Bidders within ten (10) days after the opening of Bids, and the remaining checks or Bid Bonds will be returned within three (3) days after the Owner and the successful Bidder have executed the Contract for the Work.**

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bond required within ten days after he has received notice of the acceptance of this Bid, shall forfeit to the City, as liquidated damages for such failures or refusal, the bid guarantee security deposited with the Bid.

1.12. Disqualification of Bidders

Any one of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his Bid:

a) Submission of more than one (1) Bid for the same Work by an individual, firm, partnership or corporation under the same or different names.

b) Evidence of collusion among Bidders.

c) Previous participation in collusive bidding on Work for the City of Titusville, Florida.

d) Submission of an unbalanced Bid in which the prices bid for some items are out of proportion to the prices bid for other items.

e) Lack of competency of Bidder- i.e., Bidder will be considered ineligible if at any time during the process of receiving bids or awarding the Contract, developments arise which -- in the opinion of the City -- adversely affect the Bidder's responsibility. However, the Bidder will be given an opportunity by the City to present additional evidence before final action is taken.

f) Lack of responsibility as shown by past Work judged from the standpoint of Workmanship and progress.

g) Uncompleted Work for which the Bidder is committed by Contract which, in the judgment of the City, might hinder or prevent the prompt completion of Work under this Contract if awarded to such Bidder.

h) Being in arrears on any of his existing contracts with the Owner, or in litigation with the Owner, or having defaulted on a previous contract with the Owner.

i) Promoting deliberate discriminatory practices.

This list is a representative sample of causes for disqualification and shall not be deemed to be all-inclusive.

1.13. Rejection of Irregular Bids

Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind.

The Owner reserves the right to waive any informalities or irregularities of bids.

1.14. Withdrawal of Bid

Any bid may be withdrawn prior to the time scheduled in the Notice to Bidders for the opening thereof.

1.15. Commencement and Completion of Work

Each Bidder shall state in his Proposal in the space provided for that purpose the number of calendar days he will commence the Work after receipt of Notice of Award of Contract and Notice to Proceed, and the number of calendar days required to complete the Contract after start of Work.

1.16. Liquidated Damages

Should the Bidder, as subsequent Contractor for the Work, become liable to assessment for liquidated damages for reasons set forth in Section 8.9 of General Conditions of these Specifications, the Contractor and his sureties shall pay to the Owner the sum for each calendar day for which liquidated damages are assessed in accordance with the stipulations set forth in said section.

1.17. Guarantee of Faithful Performance and Payment

A Performance and Payment Bond satisfactory to the Owner, on the form attached herein, in an amount of not less than the Total Bid Price, will be required of the successful Bidder to guarantee that he will deliver a completed project under his Contract in strict accordance with the Contract Documents, and will pay promptly all persons supplying him with labor or materials for the Work. This bond shall be written through a reputable and responsible Surety Bond Agency licensed to do business in the State of Florida, as rated by "Best" or the "U.S. Treasury Listing" and shall be delivered to the Purchasing & Contracting Administrator with the executed Contract as required in Section 1.18 of these Instructions to Bidders.

In addition to the above Bond, the Contractor shall be required to furnish a Maintenance Guarantee Bond, in the amount of ten percent (10%) of the final contract price, insuring the completed Work against defects in materials and Workmanship, for a period of one (1) year after the date of the final acceptance of the Work.

Additionally, the contractor may include a provision in the Performance Payment Bond guaranteeing the Work against defects in materials and Workmanship, for a period of one (1) year after the date of the final acceptance of the Work.

1.18. Award of Contract

The City reserves the right to accept any bid or portion thereof deemed to be in the best interest of the City as determined solely by the City.

Written notice of award of contract will be given to the Bidder that submits lowest price proposal (Unit Price Bids-The award will be made to the Bidder that submits the lowest price proposal total aggregate amount resulting from applying the unit price(s) submitted in the bid to the quantity(ies) shown in the price proposal form) consisting of base bid plus any combination of alternates, if any, providing that such bid is both responsive and responsible as determined only by the City.

If the Bidder to whom the Contract is awarded forfeits his bid security and the award of the Contract is annulled, the City may then award the Contract to the next lowest and/or best Bidder, or the Work may be re-advertised or may be constructed by City forces without Contract as the City decides.

1.19. Execution of Contract

The Bidder to whom the Contract is awarded shall, within 10 days after issuance of the Notice of Award, execute and deliver to the Purchasing & Contracting Administrator in triplicate (3) the contract, his Performance and Payment Bond, and satisfactory evidence of all required insurance coverage and proof satisfactory to the Purchasing & Contracting Administrator of the authority of the person(s) executing the Contract and the Performance and Payment Bond on behalf of the Bidder. The above documents must be furnished, executed, and delivered before the Owner will execute the Contract. The Contract shall not be binding upon the Owner until the Owner has executed it and a copy of such fully executed Contract is delivered to the Contractor.

1.20. Failure to Execute Contract - Bid Guarantee Forfeited

Should the successful Bidder fail to execute and deliver the contract to the Purchasing & Contracting Administrator within the allotted time, the City at its option may find said bidder non-responsive and deem his bid guarantee as forfeited pursuant to these instructions. Failure of the bidder to execute the Contract may also result in additional sanctions pertaining to the bidding of future Work by the forfeiting bidder.

1.21. Notice and Service

All notices and demands, requests, instructions, approvals, and claims shall be in writing.

Any notice to or demand upon the Contractor shall be considered sufficiently given if delivered to the Contractor, his agent or superintendent. If the Contractor is a corporation, notices may be made to any officer of the corporation. Notice may also be given by registered or certified mail to the address of the Contractor shown on his bid or by delivery of a prepaid telegram to the Contractor's officer. All papers required to be delivered to the Owner shall be sent to the Purchasing & Contracting Administrator's office by registered or certified mail, a prepaid telegram, or by delivery in person. Notice will be deemed to have been given or made at the time of actual delivery.

1.22. Licenses

All contractors must be registered with the State of Florida to conduct business and provide services/commodities required within the scope of this bid.

All contractors must be holders of a current State Licenses/Certification (when applicable) before any contract for this Work will be awarded.

Contractors not holding such valid license/certification will be required to obtain such by qualifying through an examination conducted by the General Examining Board.

1.23. Labor Requirements

a) Civil Rights Act and Equal Employment Opportunity

The Contractor, when applicable, shall strictly conform to the provisions and promulgation the Civil Rights Act of 1964, Title VI (49 CFR Part 21), Equal Employment Opportunity Regulations (41 CFR Part 60), and any requirements or goals set for DBE participation for the project.

b) Wage Rates and Work Hours

The Contractor, when applicable, shall strictly conform to the provisions and promulgation of the Copeland and Davis-Bacon Acts requirements (29 CFR Part 3 and 29 CFR Part 5) and wage determination of the Department of Labor, the Contract Work Hours and Safety Standard Act (29CFR Part 5).

1.24. Other Federal Regulations

The Contractor, when applicable, agrees to comply with all the requirements of the Clean Air Act and Federal Water Pollution Control Act.

1.25. Permits/Inspections

The Contractor is responsible for obtaining and possessing any/all required permit(s).

a) Upon Notice of Award, the Contractor shall immediately apply for all other applicable permits to construct the Work from the appropriate governmental agency or agencies. No Work shall commence until all applicable permits have been obtained and copies delivered to the City/Engineer.

b) The Contractor shall strictly adhere to the specific requirements of the regulatory agencies having jurisdiction over the Work. Conditions of permits or requirements noted in permits shall be effective and included in the Contracted work.

Bidder shall also be responsible to ensure that appropriate City departments are notified when construction is to commence and to ensure that City, FDOT, and engineering inspections are called for as necessary. All provisions of applicable construction codes or City standards, as adopted by the City, shall be complied with.

******NOTE: Any permit(s) incurred by Contractor will be reimbursed dollar for dollar by City of Titusville with Application for Payment Invoice******

KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS
Construction Contract # CN26B026/LR

This Contract made and entered into this _____day of _____20_____, between the City of Titusville, Florida, a municipal corporation of the State of Florida, hereinafter referred to as the "City" or "Owner", and "___, hereinafter referred to as the "Contractor".

Whereas, pursuant to all City Purchasing & Contracting policies, statutory requirements, and federal laws applicable, the City has competitively bid and advertised the Work titled "**BID#26B026/LR, KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS**"; and,

Whereas, the City desires to engage a licensed, qualified, and experienced Contractor who has special and unique competency in wastewater master pump facility projects; and,

Whereas, the Contractor represents that it is duly licensed, and it has such competence and experience in providing these services; and,

Whereas, the City in reliance on such representations has selected the Contractor in accordance with the requirements of law; and,

Whereas, at the regular City Council meeting of January 29, 2026, the award of this contract was duly considered and approved; and,

Whereas, the City and the Contractor desire to reduce to writing their understanding and agreements on such.

It is, therefore agreed as follows:

1. **TERM**: This Agreement shall commence on the day it is executed by both parties and the term of the Agreement shall extend until completion of the project.
2. **DESCRIPTION OF WORK:** The Contractor shall furnish all supervision, labor, materials, supplies, tools, equipment and transportation necessary to perform and satisfactorily complete contract work shown on the Drawings and Specifications for this project. In addition, all work shall be performed in accordance with the contract documents, including Addenda (if any) and written modifications issued after execution of this agreement and as directed by the Project Manager in accordance with the expressed or obvious intent of the Contract hereinafter called Contract Documents, "**BID#26B026/LR, KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS**". Any Federal, State, or Local regulatory requirements shall apply and be followed by the Contractor and any Subcontractor, to include but not limited to FDOT Specifications for Road & Bridge Construction.

3. **CONTRACT DOCUMENTS:** The Contract Documents on which this agreement between the City and Contractor is based, which contains the plans and specifications in accordance with which the work is to be done, are attached, and incorporated as if fully set out herein and include the following:

   A. The standard solicitation book and specifications titled "**26B026LR KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS**", which is attached hereto as **Exhibit 1** and includes the following:

1. Notice to Bidders	2. Non-collusion Affidavit Form
3. Instruction to Bidders	4. Release of Lien (Partial/Final) Form
5. Price proposal Form	6. Bidder Qualification Questionnaire
7. Bid Bond Form	8. General Conditions
9. Affidavit	10. Special Provisions
11. Draft Contract	12. Technical Specifications
13. Certificate-Contract Execution	14. Foreign Disclosure Form
15. Performance & Payment Bond	16. Performance of Work By Sub-Contractors
17. Trench Safety Act	18. Copy of Business Tax Receipt & State of Florida Registration
19. Drug-Free Workplace Form	20. Public Entity Crime Form
21. Certificate Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion	22. E-Verify
23. 23.Scrutinized Companies	24. 24. Public Entity Crimes Affidavit

   B. Plans and specifications as provided by Wright-Pierce.

   C. Contractor's bid submittal ___, attached hereto as Exhibit 2 with all related documents, addenda if any, and other documents listed in the Contract Documents, and written modifications issued after execution of this Contract, if any.

   D. This Construction Contract.

      i. INTENT: The Scope of Work, "Work", is an integrated part of the Contract Documents and as such do not stand alone if used independently. These documents establish minimum standards of quality for the Contract. The intent of the Contract Documents is to set forth requirements of performance. It is also intended to include all supervision, labor, materials, equipment, tools, and transportation necessary for the proper execution of the Work, to require complete performance of the Work despite omission of specific reference to any minor component part and to include all items necessary for the proper

execution and completion of the Work by the Contractor. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

ii. ENTIRE AND SOLE AGREEMENT: Except as specifically stated herein, the Contract Documents constitute the entire agreement between the parties and supersede all other agreements, not specifically set forth in the Contract Documents. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in the Contract Documents.

iii. AMENDMENTS: The parties may modify this Contract at any time by written agreement. Neither the Contract Documents nor any term thereof may be changed, waived, discharged, or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination is sought.

4. COMPENSATION AND PAYMENTS: For satisfactory performance of the Work, the City will pay the Contractor the total sum of **$____** Payment shall be made for all Work completed by the Contractor during each calendar month which has been accepted by the City and properly documented. Payments shall not be made for Work deemed incomplete or deficient by the City Project Manager. At the end of each month the Contractor shall submit an invoice with supporting documentation of all Work completed for that month, to the Project Manager for approval and payment.

The City shall make partial payments to the Contractor on the basis of a duly certified and approved Pay Application, also referred to as invoice, for the Work performed during the preceding calendar month by the Contractor, **less five percent (5%)** of the amount of such pay application request which is to be retained by the City until all Work has been performed strictly in accordance with the Contract and until such Work has fully been accepted by the City.

When Contract Time is approaching Substantial Completion, a pre-final inspection shall be conducted. Within 30 calendar days after reaching substantial completion, the City shall generate a single list (Punchlist) of items required to render complete, satisfactory, and acceptable the construction services purchased by the City. The Contractor will enter the estimated cost to

complete each item on the list and return to the City within ten (10) calendar days. The City reserves the right to modify costs, as deemed reasonable, and finalize the Punchlist within five (5) calendar days.

Within twenty (20) business days after developing the Punchlist, and after receipt of a proper invoice or payment request, the City will pay the Contractor the remaining balance of the Contract, including all remaining retainage withheld by the City pursuant to Section 255.078, Florida Statutes, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the list.

Upon the City's acceptance of the Work covered by this Contract and the receipt and acknowledgment by the City of a proper maintenance bond and as built plans, and submission by the Contractor, of evidence satisfactory to the City that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, and also, after all guarantees that may be required are provided, final payment (for retainage duly invoiced) on account of this Contract shall be made within twenty-five (25) days after receipt of a proper pay application request by the City's Project Manager, pursuant to the Prompt Payment Act (Section 218.735 of the Florida Statutes) and all general conditions hereof.

A. **CLAIMS** – Claims arising from changes or revisions made by the Contractor at the City's request shall be presented to the City before Work starts on the changes or revisions. If the Contractor deems that extra compensation is due for Work not covered herein, or in any Supplemental Agreement, the Contractor shall notify the City in writing of its intention to make claim for extra compensation before Work begins on which the claim is based. If such notification is not given and the City is not afforded by the Contractor a method acceptable to the City for keeping strict account of actual cost, then the Contractor hereby waives its request for such extra compensation. The City is not obligated to pay the Contractor if the City is not notified as described above. The Contractor may refuse to perform the additional Work requested by the City until the parties execute an appropriate Contract change order. Such notice by the Contractor and the fact that the City has kept account of the costs as aforesaid shall not in any way be construed as providing the validity of the claim.

B. **RELEASES** – When it is determined, as a result of a joint inspection of the Work by the Contractor and City, that the Work has been completed in accordance with the terms of the Contract Documents, the completion of the Work shall be certified by the

City. At that time, the Contractor may submit the Contractor's final request for payment. Prior to final payment, the Contractor shall execute and deliver to the City a Contractor's Affidavit and Release of Claim for all claims against the City arising under or by virtue of the Contract. Also, from each supplier or subcontractor who has notified the City of their right to file a claim (Notice to City) or who is listed in the Contractor's Affidavit and Release of Claim as an unpaid potential claimant, a Claimant's Sworn Statement of Account, executed by the supplier or subcontractor, must be attached to each request for payment.

The Purchasing & Contracting Administrator shall be the final authority as to the appropriateness of any payment submittal. The Purchasing & Contracting Administrator's decisions on payment matters shall be made in accordance with the word of the contract, City Policy Administrative policy 1-3 Procurement and Contracting, and legal requirements.

C. Appeals – Appeals of the Purchasing & Contracting Administrator's decisions shall be posted as follows:

City Manager
City of Titusville
P.O. Box 2806
Titusville, FL 32781-2806

The Contractor agrees to an administrative hearing within the scope of the contract.

5. **CHANGE ORDERS:** The City reserves the right to make such changes in the Plans and/or Specifications within the general scope of the Contract at any time by written Change Order in accordance with the General Conditions of the solicitation book.

The City Manager or designee is authorized to approve Change Order(s) provided that the amount(s) of such Change Order(s) do not increase the authorized contract amount. Furthermore, for any Change Order(s) that will increase the authorized contract amount, the City Manager is authorized to approve, whichever is greater, up to $25,000.00 or ten percent (10%) of the latest contract amount, not to exceed $50,000.00, provided that sufficient budgeted funds are available for this project.

6. **PROJECT SCHEDULE/TIME OF COMPLETION:** The Contractor shall commence Work to be performed under this Contract upon receipt of written Notice to Proceed from the City's Project Manager. The Contractor shall begin the Work and shall fully complete the Work in accordance with the Contract documents within 360 consecutive calendar days after the commencement date stipulated in said written notice and as set forth in the contract award.

The Contractor shall perform all Work under this Contract in a timely manner consistent with the assignment schedules as mutually agreed upon by the City and the Contractor. No extension of time shall be valid unless given in writing by the City. No monetary compensation shall be given for such delay.

A delay beyond the Contractor's control may entitle the Contractor to an extension of time in which to complete the Work as determined by the City provided, however, the Contractor shall immediately give written notice to the City of the cause of such delay. Contract time shall not be extended for "Rain Day" delays. The City will continually monitor the effects of weather and, when found justified, the City will require the Contractor to submit a request for additional time due to the effects of weather. The City will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions related adverse soil conditions that prevent the Contract from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal workday on pre-determined controlling work items; or
2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect: and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items. No additional compensation will be made for delays caused by the effects of inclement weather.

"Rain day" requests must be submitted at the end of each work week or be waived, and the cumulative "rain day" extensions granted shall be processed as a Change Order with each pay submittal.

The City shall have the authority to suspend the Work wholly or in part, for such periods as may be deemed necessary and for whatever cause, by sending written notice of suspension to the Contractor. If the Contractor or the City shall become aware of any condition that may be cause for suspension of the Work, they shall immediately advise the concerned parties of such condition. The Contractor shall not suspend operations under the provisions of this paragraph without the City's written permission. In the event the City suspends the Work, the Contractor shall be granted an extension of time to complete the Work for as many calendar days as the Work was suspended; except that the Contractor will not be granted an extension of time to complete the Work if the suspension was caused by a fault of the Contractor.

7. **LIQUIDATED DAMAGES:** It is mutually agreed that time is of the essence in this Contract and should the Contractor fail to complete the Work within the specified time within the Notice to Proceed, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the City will retain the amount of $___ per consecutive calendar day as fixed, agreed, and liquidated damages for each calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the City will have sustained by failure of the Contractor to complete the Work within the specified time, it being further agreed that the said sum is not a penalty, but is the stipulated amount of damages sustained by the City in the event of such default by the Contractor.

   For the purpose of this Section, the day of final acceptance of the Work shall be considered a day of delay, and the scheduled day of completion of the Work shall be considered a day scheduled for production.

   The Contractor shall consider all contingent Work which has to be done by other parties, arising from any cause whatsoever, and shall not plead their want of knowledge of said contingent Work as an excuse for delay in their Work, or for the non-performance.

   Permitting the Contractor to continue and finish the Work or any part of it after the expiration of the number of calendar days allowed for completion or after any extension of time, shall in no way operate as a waiver on the part of the City of its rights under this Contract. In case of default of the Contract and the completion of the Work by the City as hereinafter provided, the Contractor and their Surety shall be liable for the liquidated damages under the Contract; but no liquidated damages shall be assessed for any delay in the final completion of the Work by the City due to any unreasonable action, negligence, omission, or delay of the City.

   If any suit for the collection of, or involving the assessment of liquidated damages, the reasonableness of the amounts stipulated in the foregoing calculations shall be presumed. The liquidated damages referred to herein are intended to be and are accumulative and shall be in addition to every other remedy now or hereafter enforceable by law, in equity, by Statute, or under the Contract.

8. **CONTRACTOR'S ACCEPTANCE OF CONDITIONS:** The Contractor hereby agrees that they have carefully examined the surface of the site and has made sufficient tests or other necessary subsurface investigations to fully satisfy themself that such site is a correct and suitable one for this Work and they assume full responsibility therefore. The provisions of this Contract

shall control any inconsistent provision contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the Work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the City than against the Contractor and their Surety.

Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the City's Engineer, and their decision shall be final and binding the Contractor.

It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the Work or material by the City, its consulting Engineer/Architect or by any agent or representative as in compliance with the terms of the Contract and/or the Drawings, and Specifications covering said Work, shall not operate as a waiver by the City of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said Work; and the City may require the Contractor and/or their Surety to repair, replace, restore and/or make to comply strictly with this Contract and the Drawings and Specifications any and all of said Work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such Work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guaranteed provisions. Failure on the part of the Contractor and/or their Surety, immediately after notice to either, to repair or replace any such defective materials and Workmanship shall entitle the City, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the Contractor and/or their surety, who shall in any event be jointly and severally liable to the City for all damage, loss and expense caused to the City by reason of the Contractor's breach of this Contractor and/or their failure to comply strictly with the Contract and with the Drawings and Specifications.

9. **PROJECT MANAGER:** The City shall designate a Project Manager. All Work done shall be subject to the review of the City's Project Manager or designee. Any and all technical questions, which may arise as to the quality and acceptability of materials furnished, work performed or work to be performed, interpretation of the specified requirements and all technical questions as to acceptable fulfillment of the Contract on the part of the Contractor shall be referred to the

Project Manager who will resolve such questions.

The Work shall be subject at all times to review by the City. The City shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed review. The City shall not be responsible for the acts or omissions of the Contractor. Any changes to the scope of work or any deviations from the contract documents must be approved in writing through the Project Manager and Purchasing & Contracting Administrator.

10. CONTRACTOR'S DUTY & PERFORMANCE: Contractor's services will meet the minimum level of care and skill ordinarily used by members of Contractor's occupation/profession performing the type of services provided herein within the State of Florida.

Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over assembly means, methods, techniques, sequences, and procedures, and coordinating all portions of the Work under this Contract, unless the Contract Documents give other specific instructions concerning these matters.

Failure to fully perform to the requirements specified herein in an effective and timely fashion will be unacceptable to the City and upon notice from the Project Manager or designee, the Contractor agrees to implement immediate corrective measures.

Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work.

Unless otherwise provided in the Contract Documents, Contractor shall pay all sales, use, and other similar taxes.

Contractor shall hold and maintain at all times during the term of this Contract all federal, state, and local licenses necessary to perform the Work under the Contract.

Cleanup - The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or Work. At the completion of the Work, the Contractor shall remove all their rubbish, tools, scaffolding and surplus materials and shall leave the work area "broom clean" or its equivalent, unless more exactly specified, and shall insure that all debris and other unsightly objects are removed and disposed of in a satisfactory manner. At no additional expense to the City, the Contractor will restore to their original conditions or

better, as nearly as practicable, those portions of the site not designated for alteration and all such property, structure, utilities, landscaping, etc., disturbed or damaged during the prosecution of the Work. Final payment will be withheld until such clean up and repairs are completed.

The Work will be considered complete only after all debris and unused material due to or connected with the Work have been removed and the surrounding area left in a condition satisfactory to the City. In the event the City finds that the Contractor has not complied in keeping the job site clean, the City may, after twenty-four (24) hours written notice to the Contractor to correct the situation, elect to have the job site cleaned by an independent labor force. The cost of cleaning by said independent labor force shall be deducted from the monies due the Contractor.

11. CONTRACTOR'S RESPONSIBILITY FOR WORK: Until acceptance of Work by the City, the Work shall be under the charge and care of the Contractor, and Contractor shall take every necessary precaution against damage to the Work by action of the elements or from any other cause whatsoever, whether arising from execution or from the non-execution of the Work. The Contractor shall reprint, repair, restore, and make good, without additional compensation, all damage to any portion of the Work occasioned by any cause, other than the sole and active negligence of the City, before its completion and acceptance.

Materials and equipment shall be stored so as to incur the preservation of their quality and fitness for the Work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located so as to facilitate prompt inspection.

12. UNCONTROLLABLE CIRCUMSTANCES ("FORCE MAJEURE"):

Contractor shall not be subject to any liability for failure to carry out any of the terms of this Contract to the extent that such failure shall be due to a Force Majeure event, as defined herein. Contractor shall not be relieved from liability for failures that are due to a Force Majeure event that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact of such event. Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the Contractor claiming Force Majeure: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the state of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage, or any other cause

(whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the Contractor claiming Force Majeure. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

13. **SUBCONTRACTS AND ASSIGNABILITY:** The Contractor shall not assign any interest in the Contract and shall not transfer any interest in the same without the prior written consent of the City. Any subcontracts or other work which is performed by persons or firms other than the Contractor under this Contract or any work orders shall have prior written approval of the City. Any subcontracts, outside associates, or other Contractors required by the Contractor in connection with services covered by this Contract must be specifically approved by the City, thereby:

    A. Approval will be given only after the Surety on the Contract Bond has informed the City in writing that it approves of such assignment being made.

    B. In the event the Contractor shall undertake to assign all or any part of any monies due or to become due under the Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any of such monies shall be subject to the prior liens of all persons for services rendered or materials supplied for the performance of all Work embraced by the Contract.

14. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees of the City. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor may perform services for others, which solely utilize Contractor's facilities and do not violate any confidentiality requirements of this Contract. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties with respect to Contractor, its officers, agents, and employees, shall include, but limited to:

    a. Providing Worker's Compensation coverage for employees as required by law; and

    b. Hiring of any employees, assistants, or subcontractors necessary for performance of the Work; and

c. Providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; and

d. Payment of all federal, state, and local taxes income, or employment taxes, if Contractor is not a corporation, self-employment, Social Security taxes; and

e. Compliance with the Fair Labor Standards Act, 29U.S.C. §§201. Et. Seq., including payment of overtime in accordance with the requirements od said Act; and

f. Providing employee training for all functions necessary for performance of the Work; and

g. Providing equipment and materials necessary to the performance of the Work; and

h. Providing office or other facilities for the performance of the Work.

In the event the City provides training, equipment, materials, or facilities or otherwise facilitates performance of the Work, this shall not affect any of the Contractor's duties hereunder or alter Contractor's status as an independent contractor.

15. <u>PROTECTION OF PERSON AND PROPERTY:</u> The Contractor shall exercise precaution at all times for the protection of persons and property. The Contractor and all subcontractors shall strictly comply with all safety provisions of all applicable laws and ordinances and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida. Failure to comply with the Act constitutes a failure to perform on behalf of the Contractor. This Contract requires that the Contractor and any subcontractors hired by the Contractor agree to reimburse the City for any fines and/or court cost arising from penalties charged to the City for violations of OSHA committed by the Contractor or any subcontractor.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or lost to, all employees on the Work and all other persons who may be affected thereby; all the Work materials and equipment to be incorporated therein, whether in storage on or off the project site or adjacent thereto, including vehicles and equipment therein, trees, shrubs, lawn, walks, pavements, structures, and utilities including, but not limited to, fire hydrants, swales, gutters, sewer inlets, drainage ditches, etc. Contractor shall insure that its contract Work does not impair the proper functioning of these utilities.

The Contractor shall perform any Work and shall furnish and install materials and equipment necessary during an emergency endangering life or property. In all cases, the

Contractor shall notify the City Project Manager of the emergency as soon as practicable but shall not wait for instruction before proceeding to properly protect both life and property.

The City has the right to order the Contractor to discontinue hazardous work practices upon verbal or written notice. It is required that the Contractor keep and maintain all necessary protective devices in place and in proper condition at all times where Work is being performed, to prevent injury to person or damage to public or private property.

The Contractor shall be held responsible for such safety and protection until final written acceptance of the Work is issued by the City.

16. INDEMNIFICATION & INSURANCE:

A. **INDEMNIFICATION** - The Contractor shall indemnify, save harmless and defend the City and all of its officers, agents, and employees from all claims, actions or suits, including reasonable attorney's fees, because of any injury or damage sustained by any person or property because of the said Contractor's operations relating to this contract; or because of or in consequence of any neglect causing bodily injury, illness, or death, or property damage; or through the use of unacceptable materials in constructing the Work; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission by said Contractor or that of a subcontractor, or anyone employed by them, or for whose acts Contractor or a subcontractor may be liable; or because of any claims or amounts recovered from any infringement or patent, trademark or copyright; or from any claims or amounts arising or recovered under Workers Compensation Law or any other laws.

Should the Contractor fail to maintain adequate protection for the City a portion of the money due the Contractor under the Contract, as may be considered necessary by the Purchasing & Contracting Administrator, may be retained for use by the City to address all such claims. In case no money is due, the Contractor's Surety shall be held until such suit(s), action(s), or claim(s) for damage(s) or injury(ies) as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Purchasing & Contracting Administrator. The exception being that money due the Contractor will not be withheld under this provision when the Contractor produces satisfactory evidence that he has, in the opinion of the City, adequate insurance coverage.

The Contractor guarantees the payments of all just claims for materials, supplies, tools, labor, and other just claims against him or any subcontractor in connection with this Contract. The Contractor's bond will not be released by final acceptance and payment by the City unless

all such claims are paid or released. Final waivers of liens for all subcontractors shall be provided to the Purchasing & Contracting Administrator in a timely manner after request for a final inspection.

B. **INSURANCE** - The Contractor shall not commence Work under this Contract until he has obtained and provided insurance specified in the Contract Documents and in such amounts that will provide adequate protection to the City and the Contractor against all Liabilities, damages, and accidents, nor shall Contractor commence Work until such insurance has been approved by the City. The Contractor shall not allow any Subcontractor to commence on their subcontract until all insurance required of the subcontract has been obtained and approved in the same manner. Neither the approval by the City nor a failure to disapprove insurance furnished by the Contractor or Subcontractor release the Contractor or Subcontractor of full responsibility for liability, damages, or accidents.

The Contractor and each Subcontractor shall maintain such required insurance during the life of the Contract, and no modification or change of insurance coverage and/or provision shall be made without thirty (30) days advance notice to the City. Coverage shall be as follows:

1) Commercial General Liability Insurance coverage on an occurrence basis in the minimum amount of $1,000,000 per occurrence and $2,000,000 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury and advertising liability and medical payments. The City shall be named as an Additional Insured.
2) Auto Liability Insurance, covering all vehicles, owned or otherwise, used in connection with this contract, with a minimum combined single limit of $1,000,000, including hired and non-owned liability and $25,000 medical payment.
3) Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor(s) to provide evidence of this coverage. Workers' Compensation exemption forms are only accepted for independent contractors and sole proprietorships that perform the work or services required of the City themselves, they shall not have employees or sub-contract the work to other entities or individuals. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in

compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable. All workers' compensation policies must include coverage for employer liability of $500,000 for each accident and each disease.

4) In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy (Errors and omissions, Directors and Officers, Architect and Engineers, Etc.) in the amount of $2,000,000 per claim.

5) In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

6) In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the City Purchasing and Contracting Division demonstrating that the aforementioned insurance requirements have been met prior to the commencement of Work under this contract. The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the City as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

17. BONDS:

A. **PERFORMANCE AND PAYMENT BONDS** – Pursuant to stipulations hereto, a performance and payment bond, on the prescribed form and equal to 100% of the contract amount will be required for this Contract prior to any commencement of Work.

B. **MAINTENANCE BOND** – A maintenance bond, equal to fifteen percent (15%) of the final contract amount will be required pursuant to the Contract Documents.

C. **ADDITIONAL BONDS** – It is further agreed between the parties hereto, that if at any time after the execution of this Contract and the Performance Bond hereto attached for its faithful performance, the City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, within five (5) days after receipt of notice from the City to do so, the Contractor shall, at their own expense, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the City.

18. **GENERAL PERSONNEL:** The Contractor represents that it will secure at its own expense all personnel and subcontractors required for services, which are necessary to complete the Work as described in this Contract. All services under this Contract shall be performed by the Contractor or subcontractor and all persons engaged in work under the Contract shall be qualified to perform such services and authorized under federal, state, and local laws to perform such services. Personnel who perform services under this Contract shall not be employees of the City.

All workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any worker including supervisors, employed by the Contractor or subcontractor who, in the opinion of the City does not perform Work under this Contract in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the City, be discharged immediately and shall not be employed again in any portion or the Work without the approval of the City.

The Contractor shall at all times be responsible for the conduct and discipline of their employees and/or any subcontractor or persons employed by subcontractors. The Contractor shall provide a current listing of names and license numbers of all personnel executing Work related to this contract. This listing shall be updated by the Contractor within three days of a personnel change.

19. **EQUAL OPPORTUNITY EMPLOYER:** The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to voluntarily comply with EOE regulations with regards to gender, age, race, veteran status, country of origin, and creed. Any subcontracts the Contractor

may enter into shall make reference to this clause with the same degree of application being encountered. When applicable the Contractor shall comply with all State or Federal EOE regulations.

20. DRUG-FREE WORKPLACE: The City of Titusville encourages all contractors to maintain a drug-free workplace program in accordance with Section 287.087 of the Florida Statutes.

21. PUBLIC ENTITY CRIME:

The Contractor shall file a sworn statement with the City, which is provided under Contract Forms, stating whether a person or affiliate as defined in Section 287.133(1), Florida Statutes, has been convicted of a public entity crime subsequent to October 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

22. E-VERIFY: As a condition precedent to entering into a Contract as a result of this bid/proposal, and in compliance with Section 448.095, Florida Statutes, Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 2, 2021.

1) The City shall not enter into, or renew, a contract with a Contractor that is not enrolled in E-Verify. Any Contractor that has a contract with the City shall be contractually obligated to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The Contractor shall provide the City acceptable evidence of their enrollment at time of execution of the contract or renewal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the Business.
2) Contractor shall require of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.
3) The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statute or the provision of this section shall terminate the contract with the person or entity.
4) The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

5) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Florida Statute. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public Contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

6) Subcontracts: Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

23. PROHIBITED TELECOMMUNICATIONS EQUIPMENT: Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR § 52.204-24 through 52.204-26. By executing this Contract, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Contract. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

24. SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes, prohibit state agencies departments, and local government entities from contracting with Scrutinized Companies. Contractor and Subcontractor(s) shall complete the Affidavit form provided in the bid/proposal booklet and hereby incorporated as part of the Contract Documents. Contractor and Subcontractor shall affirm not to be on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to s. 215.473, Florida Statutes, nor have business operations in Cuba or Syria and are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725,

Florida Statutes or participating in a boycott of Israel. The Contractor or Subcontractor further acknowledges and agrees that the City may immediately terminate this Contract and any subsequent renewal Contract for cause if the Contractor or Subcontractor is found to have submitted a false certification or if the Contractor or Subcontractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the Term of the Contract. Further, the Contractor or Subcontractor acknowledges and agrees that a false certification or representation hereunder is a material breach of this Contract, and the Contract shall be terminated by the City if the Contractor or Subcontractor and any actively contracted company for the Contractor or Subcontractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

25. ANTI-DISCRIMINATION: Contractor for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-leases, as a part of the consideration hereof—hereby covenants and agrees that:

A. No person on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

B. No Employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Contract.

26. DISCRIMINATORY VENDOR LIST: Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a),Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services

to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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."

27. GRATUITIES AND KICKBACKS:

A. **GRATUITIES**

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore.

B. **KICKBACKS**

It must be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

C. **CONTRACT CLAUSE**

The prohibition against gratuities and kickbacks prescribed in this section must be conspicuously set forth in every Contract and subcontract and solicitation, therefore.

28. FOREIGN GIFTS AND CONTRACTS: The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 268.101(7)(b), Florida Statutes: "In addition to any fine assessed under Florida Statutes 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must 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.

29. ANTITRUST VIOLATIONS; DENIAL OR REVOCATION: Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust

violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

30. <u>ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM:</u>

Pursuant to Florida Statute 287.05701, local governments cannot give preference to a contractor based on social, political or ideological interests such as those listed directly below. Contractors are also prohibited from giving preference to subcontractors based on the below listed factors. Violations will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

List of Prohibited Preference Factors:

A. The Contractor's political opinions, speech, or affiliations.
B. The Contractor's religious beliefs, religious exercise, or religious affiliations.
C. The Contractor's lawful ownership of a firearm.
D. The Contractor's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
E. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
F. The Contractor's support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking.
G. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph.

H. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law:

1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures;
2. Social governance standards, benchmarks, or
3. requirements, including, but not limited to, environmental or social justice;
4. Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or
5. Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

31. NON-APPROPRIATIONS: This Contract will remain in full force and effect only as long as the expenditures provided for the Contract have been appropriated by the City Council in the annual budget for each fiscal year of the Contract, and is subject to termination without penalty if funding is not appropriated.

32. SEVERABILITY: If any clause or provision of this contract is found illegal, invalid, or unenforceable under present or future laws effective during the Term of this Contract, then and only in that event, it shall be the intention of the parties that the remainder of this Contract, and the Term covered thereby, shall not be affected. All rights, powers, and privileges conferred by this Contract upon the Parties shall be cumulative but not restricted to those given by law.

33. TERMINATION:

A. **TERMINATION FOR CAUSE:** The Contract may be terminated by the City for cause in the event of any breach hereof, including but not limited to, Contractor's:

1. Failing to carry forward and complete Work in accordance with the requirements hereof; or
2. Failing to comply with applicable laws, regulations, permits, or ordinances'; or
3. Failing to timely commence or continuously and vigorously pursue correction of defective Work; or
4. Making a general assignment for the benefit of its creditors; or

5. Having receiver appointed because of insolvency; or
6. Filing bankruptcy or having a petition for involuntary bankruptcy filed against it; or
7. Failing to make prompt payments, when properly due, to subcontractors, vendors, or others for materials or labor used in the Work; or
8. Making material misrepresentation to the City regarding Work or performance thereof.

The City shall provide Contractor with written notice of its intention to terminate this Contract for cause, which shall provide the effective date of the termination. Such notice shall state the nature of the deficiency and, at the City's sole judgment and discretion, may afford Contractor an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure said deficiency. If the deficiency has not been corrected within the time allotted, the City may take possession of the Work and finish the Work by whatever method(s) the City deems expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is completed and accepted by the City. If the unpaid balance of the total compensation exceeds the expense of completing Work, including compensation for additional managerial and administrative services, the excess will be paid to Contractor. If the expense exceeds the unpaid balance, Contractor shall pay the difference to the City. The expense incurred by the City and the damage incurred through Contractor's default will be certified by the City.

B. **TERMINATION FOR CONVENIENCE:** Notwithstanding any other provision of this Contract, the City may terminate this Contract, or any Work issued under it, in whole or in part, at any time, with or without cause, upon ten (10) days written notice to the Contractor.

Upon receiving notice of termination, the Contractor shall discontinue the Work on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services, or facilities except as needed to continue any portion of the Work that was not terminated. The Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

In the event of such termination, the Contractor shall be compensated for any Work performed prior to the date of the termination and for materials that were ordered prior to the receipt of notice of termination that cannot be returned to the vendor. Any such materials shall become the property of the City. Contractor waives all claims for compensation in excess of that which is specially provided for herein, including but not

limited to, loss of anticipated profits; idle equipment, labor, facilities; and claims of subcontractors and vendors.

C. **BANKRUPTCY:** If the Contractor shall be adjudged bankrupt; or if it should make a general assignment for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of their property; or if it should persistently or repeatedly refuse or fail to make prompt payment to a person(s) supplying labor or materials for the Work under the Contract; or persistently disregard instructions of the Purchasing & Contracting Administrator; or fail to observe or perform any provisions of the Contract Documents; or otherwise be guilty of a substantial violation of any provisions of the Contract Documents, the City may – by at least ten (10) days prior written notice to the Contractor – without prejudice to any other rights or remedies of the City under the Contract, terminate the Contractor's right to proceed with the Work. In such event, the City may take over the Work and proceed with same to completion – by Contract or otherwise – and the Contractor and its Sureties shall be liable to the City for any excess cost incurred by the City. In such case, the City may take possession of and utilize in completing the Work, such necessary materials, appliances, and plant as may be on the site of the Project. The foregoing provisions are in addition to, and not in limitation of, the right of the City under any other provisions of the Contract Documents.

34. COMPLIANCE WITH LAW: The Contractor expressly agrees to comply with all known laws and regulations relating to providing services under this Contract. The failure of the Contractor to adhere to any known law or regulation pertaining to furnishing services under this Contract shall constitute a material breach of this Contract.

35. CERTIFICATION OF RESTRICTION ON LOBBYING: The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any Federal agency,

a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any Florida Department of Transportation (FDOT) Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with the instructions.

36. **GOVERNING LAW:** The laws of the State of Florida shall govern this Contract.

37. **VENUE:** In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings shall be in Brevard County, Florida.

38. **WAIVER OF TRIAL BY JURY:** The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

39. **ATTORNEY'S FEES:** In the event of any legal or administrative proceedings arising from or related to this Contract, including appeals, each party shall bear its own costs and attorney's fees.

40. **CONFLICT OF INTEREST:** No officer, member or employee of the City or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in this contract or any related subcontract, or the proceeds thereof. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

41. **CONFLICTING PROVISIONS:** Notwithstanding any other provision in this Contract Document, whenever any provisions in the Contract Documents are inconsistent or conflict, the stricter provision shall prevail.

42. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company corporation individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, or making of this Contract. For the breach or violation of this paragraph, the City shall have the right to terminate the Contract without liability and, at its discretion, deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

43. **CONSTRUING PROVISIONS:** This Contract shall not be construed against the party who drafted the same, as both parties have obtained experts for their choosing to review the legal and business adequacy of the same. In any conflict between the Technical Specifications, and the General terms of this Contract, the provisions of the latter shall prevail.

44. **SEPARATE COUNTERPARTS & EXECUTION:** This Contract and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same contract. Execution and delivery of this Contract and any amendments by the Parties shall be legally valid and effective through; (i) executing and delivering the paper copy of the documents, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in "portable document format" (",pdf") or other electronically scanned format, or (iii) creating, generating, sending, receiving, or storing by electronic means this Contract and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Contract (i.e. "electronic signature" through a process such as DocuSign®). In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of the Contract is sought.

45. **RETENTION AND REVIEW OF RECORDS:** The Contractor and its subcontractors or suppliers shall retain all records relating to this Contract for a period of five (5) years, or as further directed by local, state, or federal regulations, from the date that the City makes final payment, and all other pending matters are closed.

    The Contractor and its subcontractors or suppliers shall make available all books, documents, papers, and records of the Contractor or its subcontractor or suppliers, which are directly pertinent to this Contract, to the City's Purchasing and Contracting Administrator or their duly authorized representative, or the U.S. Comptroller General or Inspector General, or the Auditor General, or FDEP duly authorized representative for the purpose of making an audit, inspection, review, copying, excerpts and transcriptions. The Contractor and its subcontractors will permit such representatives to interview employees on the job during working hours.

46. **AUDIT RIGHTS:** The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the Contract and for a period of five (5) years after completion and acceptance

by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must all the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the Contract.

47. **PUBLIC RECORDS:** Records of the Contractor that are made or received in the course or performance of the Contractor's obligations under this Contract may be public records that are subject to the requirements of Chapter 119, Florida Statutes and accordingly Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Florida Statute. In the event the Contractor receives a request for any such records, the Contractor shall notify the City and comply with Chapter 119, Florida Statute. The Contractor shall not prepare any news or press release in any way related to this Contract, without the City's written consent. Contractor hereby agrees to comply with the following:

    a. As provided in Section 119.0701, Florida Statutes, the Contractor is required to, and by executing this Contract, the Contractor agrees to:

        i. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.

        ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes or as otherwise provided by law.

        iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized the law for the duration of the contract term and following the completion of the Contract if the Contractor does not transfer the records to the City.

        iv. Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records as required by the City to perform the service. If the Contractor transfers all public records upon completion of the Contract, 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, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

b. The term "public record" as used in this provision include all documents, papers, letters, maps, books, tapes, photographs, films, sound records, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

IF CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. WASHINGTON AVE., TITUSVILLE, FL 32796.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Contract upon the terms and conditions above stated.

CONTRACTOR:

By: _____

Date:_____

OWNER:
City of Titusville
555 S. Washington Avenue
Titusville, FL 32796

By: _____
Andrew Connors, Mayor

Date: _____

ATTEST:

_____
Wanda F. Wells, City Clerk
Date: _____

APPROVED AS TO FORM:

_____
Andriene Treasure, City Attorney

Date: _____

APPROVED AS TO CONTENT:

_____
Tom Abbate, City Manager

Date: _____

Staff Review & Preparation:

_____Date: _____
Leslie A. Rothering, Purchasing & Contracting Administrator

_____Date: _____
Sandy Reller, Public Works Department Director

SECTION 3

BASIC CLAUSES

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SECTION	3.1	Intent of Documents/Plans & Specifications
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3.1. Intent of Documents/Plans & Specifications:

The Documents, Plans & Specifications are an integrated part of the Contract Documents and as such will not stand alone if used independently, but instead establish minimum standards of quality for this Project. They do not purport to cover all details entering into the design and construction of materials or equipment. The intent of the Contract Documents is to set forth requirements of performance, type of equipment and structures, and standards of materials and construction. It is also intended to include all labor and materials, equipment, and transportation necessary for the proper execution of the Work, to require new material and equipment unless otherwise indicated, and to require complete performance of the Work in spite of omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

The Contractor will be supplied with three (3) copies of the Plans, Specifications, and other Contract Documents. He shall have available at the site at all times one copy each of said Plans, Specifications, and other Contract Documents. Additional copies can be obtained by the Contractor from the office of the Purchasing & Contracting Administrator for the cost of reproduction.

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, or discrepancy in the Contract Documents, he shall call it to the Purchasing & Contracting Administrator's attention in writing at once and before proceeding with the Work affected thereby, however, he will not be liable to the Owner for his failure to discover any conflict, error, or discrepancy in the specifications or drawings.

The Contract Documents cover, with explicit provisions, all matters relating to the Work which, the Contractor undertakes to construct or perform in full compliance with such provisions. It is understood that the Contractor has, by personal examination and inquiry, if necessary, satisfied himself as to all local conditions and as to the meaning, requirements and reservations of the Contract Documents, for, after the award, no deviation will be allowed from the Purchasing & Contracting Administrator's interpretation thereof.

3.2. Changes in Work:

a) The Owner reserves the right to make such changes in the Plans and/or Specifications within the general scope of the Contract at any time by a written Change Order that may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. In making any change, the charge or credit for the change shall be approximately determined by one of the following methods prior to the issuance of the order for the changed Work.

1) The change order shall set a total lump sum price for the change in the Work of the Contractor, including the Contractor's overhead and profit; also, the change order shall specify whether the amount is to be added to or deducted from the original contract price.

2) When the price for the Work is determined on the basis of the number of units used, estimate the number of units which are changed, multiply the estimated number of unit(s) by the price (the price shall include the Contractor's overhead and profit) and this new total shall be specified on the change order as to whether it is to be added or deducted from the original contract price.

b) The Contractor shall not proceed with the changes in the Work until a written Notice to Proceed with the change is received from the Purchasing & Contracting Administrator. The Contractor shall keep a tally of the correct amount of the costs of the changes together with all vouchers, invoices, etc., as directed by the Owner. These records shall be made available to the Owner at all times upon request.

c) Approved changes to the scope of Work may include an allowance for overhead and profit. The cost may also include all items of labor or materials such as the use of power tools, and equipment actually used. Public Liability and Workers Compensation Insurance, power, pro-rata charges for foremen, social security, old age, and unemployment insurance shall also be included. If any deductions are ordered, the credits shall be the net cost. Insurance not previously mentioned, (such as costs for bonds), superintendents, timekeepers, clerks, watchmen, use of small tools, incidental job burdens, and general office expenses are among the items that may be considered as overhead.

1) The Contractor shall, when required by the Owner, furnish to the Owner an itemized breakdown of the quantities and prices used in computing the value of any proposed change order.

2) In calculating changes, the instructions for measurement of quantities set forth in the Specifications shall be followed.

d) Should the Contractor encounter, or the Owner discover, during the progress of the Work subsurface or latent conditions at the site materially differing from those shown on the drawings or indicated in the Specifications (or conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the drawings and specifications), the attention of the Owner shall be called immediately to such conditions before they are disturbed (notice to be provided to the Owner in writing.) The Owner shall thereupon promptly investigate the conditions, and if he finds they do so materially differ, the Contract shall, with the written approval of the Owner, be modified to provide for any increase or decrease of cost, or difference in time resulting from such conditions.

3.3. Reserved (not used)

3.4. Delays:

Those delays that in the determination of the Purchasing & Contracting Administrator are outside the direct control of the Contractor are compensable in nature provided ample written justification is posted with and approved by the Purchasing & Contracting Administrator. The City reserves the right to deny any requests for delay relief if the request is found invalid or without merit.

3.5. Separate Contract:

The Owner reserves the right to let other Contracts in connection with this project. The Contractor shall afford other contractors a reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor's Work depends on the proper execution or results of the Work of any other contractor, the Contractor shall inspect and properly report to the Purchasing & Contracting Administrator any defect in such Work that renders it unsuitable for such proper execution and results.

The Contractor shall agree, and hereby does agree, to make no claims against the Owner for additional payment due to delays or other conditions created by the operations of such other contractors. If there is a difference of opinion as to the respective rights of the Contractor and others doing Work within the limits of or adjacent to the project, the Purchasing & Contracting Administrator will decide as to the respective rights of the various parties involved in order to secure the completion of the Owner's Work, in general harmony and in a satisfactory manner and his decisions shall be final and binding on the Contractor.

3.6. Reserved (not used)

3.7. Subcontracts:

a) The City reserves the right under this contract to approve or disapprove any proposed subcontractor.

b) The Contractor shall utilize the services of specialty subcontractors on those parts of the Work which under normal contracting practices are performed by specialty subcontractors; however, should the Owner determine that the specialty work in question has been customarily performed by the Contractor's own organization and it is competent to perform such Work, the Contractor shall be permitted to do so. Should the Owner determine that the performance of any specialty Work by the specialty subcontractors will result in substantially increased costs or inordinate delays, the requirements of this paragraph shall not apply.

c) The Contractor shall not award any Work to any subcontractor without prior written approval of the Owner. The Owner will not grant approval until the Contractor submits all information requested by the Owner. The Owner will attempt not to unduly delay the Contractor.

d) The Contractor shall be fully as responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by the contractor.

e) The Contractor shall cause appropriate provisions to be inserted in all subcontracts to bind subcontractors to the contractor by the terms of these General Conditions and other pertinent contract documents as applicable to the Work of the subcontractor. The Contractor shall also have provisions included in all subcontracts giving them the same powers of termination as the Owner may exercise over the Contractor under any provisions of the Contract Documents.

f) Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

3.8. Assignments of Contract:

No assignment by the Contractor of the contract or any part thereof, or any monies due or to become due, shall be made without the prior written approval of the Owner. As a condition precedent to the assignment, the surety on the Contract Bond must inform the Owner **in writing** that it approves of such assignment being made.

In the event that the Contractor shall undertake to assign all or any part of any monies due or to become due under the Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any of such monies shall be subject to the prior liens of all persons for services rendered or materials supplied for the performance of all Work embraced by the Contract.

3.9. Schedule:

Before Work is commenced under this contract, the Contractor shall submit to the Purchasing & Contracting Administrator a schedule of his operations, showing the order in which, and the approximate time at which he plans to begin the various sections, locations, or phases of his operations. This schedule is requested in order that operations of other contractors may be coordinated with the Work under this Contract, and in cases where the Work will interfere with the use of public streets, the routing of traffic may be properly planned. The Contractor shall cooperate with the City in developing a schedule that will best serve the interest of all parties affected. The schedule shall become an integral and binding part of this contract.

a) Work Hours: Working hours will be dawn to dusk, Monday through Saturday. No work shall be conducted on Sunday.

3.10. Shop Drawings:

a) In the type of Work for which detail drawings are necessary, the Contractor shall submit, **to the City's Project Manager, for approval by the appropriate parties,** copies of all shop drawings and schedules required for all portions of the Work, and no Work shall be fabricated by the Contractor, save at his own risk, until such approval has been given. Copies of these drawings and schedules shall be furnished in such number as the Purchasing & Contracting Administrator may direct.

b) The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for proper review; and no claim by the Contractor for delays, arising from his failure in this respect, shall be allowed unless the City substantially impacts the review process. Should this occur, a contract time adjustment will be considered.

c) All shop drawings submitted must bear proper approval by the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without a stamp of approval shall not be considered and will be returned to the Contractor for re-submission. If the

shop drawings show variations from the requirements of the Contract Documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise, the Contractor shall not be relieved of the responsibility for executing the Work in accordance with the Contract Documents even though such shop drawings have been approved.

d) Where a shop drawing as submitted by the Contractor indicates a departure from the Contract which the City's Project Manager deems to be a minor adjustment in the interest of the Owner and which does not involve a change in the Contract price or extension of time, shall be referred to the Purchasing & Contracting Administrator prior to approval by the Project Manager.

e) Approval by the City's Project Manager of shop drawings will be general and shall not relieve the Contractor from the responsibility for adherence to all Contract terms, nor shall it relieve him of the responsibility for any error, which may exist.

3.11. Material and Workmanship:

Unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new. All Workmanship shall be first class and by persons qualified in the respective trades necessary to properly complete the contract.

3.12. Inspection and Testing of Materials:

Contractor is responsible for all the testing required on this project. The Contractor shall also be responsible for any rework or corrections to the work, and/or removal and replacement of the work as a result of failed tests as well as any additional testing.

The Purchasing & Contracting Administrator or the Project Manager may require any or all materials to be subjected to test by means of samples or other manner, at specific production points or after delivery. The City reserves the right to require additional testing to confirm quality and compliance with specifications. If the City requires testing by a third party, the Contractor shall afford such facilities as the Project Manager may require for collecting and forwarding samples. The Contractor shall provide the City satisfactory evidence such as manufacturer or supplier certificates, which will be subject to verification by the City, for the materials and finished articles furnished by the Contractor.

3.13. Engineer's Stamp:

As necessary, the Contractor will be responsible for the securing of all engineering stamps for any shop drawing(s) submitted for approval.

SECTION 4

SITE REQUIREMENT

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SECTION	4.1	Sanitary Provisions
	4.2	Water and Electric Meters
	4.3	Storage of Materials
	4.4	Salvage of Materials and Equipment

4.1. Sanitary Provisions:

The Contractor shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as are necessary to comply with the requirements and regulation of the governing body, State Board of Health, local codes, or of the regulatory agency having jurisdiction at the particular location. He shall permit no public nuisance. The Contractor shall furnish at his cost an adequate supply of drinking water for his employees.

4.2. Water and Electric Meters:

The Contractor shall pay for all water and electricity used during the construction and testing of Work, and shall make all necessary arrangements for meters to measure the quantities used. All water required shall be purchased from the City's Water Resources division at the prevailing rates.

4.3. Storage of Materials:

Materials and equipment designed for permanent installation in the Work shall be carefully and properly stored and secured by the Contractor on the agreed-to site when delivered to ensure protection against deterioration of any type, theft or pilfering. These materials shall be so placed as to cause a minimum of inconvenience to other contractors on the Work and to the public. The stored items shall be arranged to facilitate inspections and any deterioration shall be grounds for rejection. If material stored on the job and paid for under the terms of the Contract is damaged or stolen before its incorporation in the Work, the amount paid the Contractor for the damaged or stolen material shall be deducted from the next estimate. Lawns, grass plots, or other private property shall not be used for storage purposes without written permission of the Owner. Documents allowing such storage shall be forwarded to the Purchasing & Contracting Administrator for his approval. The Contractor shall assure that stored materials do not have a deleterious effect on protected vegetation.

4.4. Salvage of Materials and Equipment:

Any materials, equipment, and machinery, considered by the Purchasing & Contracting Administrator to have a salvageable value, and that was a part of the structure, site, or right-of-way, prior to commencement of Work under this Contract, shall remain the property of the City. The Contractor shall remove such items and suitably store at the site, such that no damage, theft, or disposal of the items be conveyed without the expressed written permission of the Purchasing & Contracting Administrator subject to final disposition by the City. The Purchasing & Contracting Administrator shall provide the Contractor with a list of salvageable materials and equipment at the outset of the project and any modifications thereto shall be made in writing. The Purchasing & Contracting Administrator shall set forth in said letter the specific time for which the Contractor is responsible for the salvageable materials, equipment, etc.

SECTION 5

INSURANCE, PATENTS, PERMITS & TAXES

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	5.2	Patents
	5.3	Legal Restrictions, Licenses & Permits
	5.4	Federal Excise Tax
	5.5	Savings Due to Excise Tax Exemptions

5.1. Insurance:

A. The Contractor shall not commence Work under this Contract until he has obtained and provided insurance of the character specified below and in such amounts that will provide adequate protection to the Owner and the Contractor against all liabilities, damages, and accidents. The insurance obtained by the Contractor is subject to the approval of the Owner. The Contractor shall not allow any Subcontractor to commence Work on his subcontract until all insurance required of the subcontractor has been so obtained, provided, and approved. Neither the approval of the Owner nor a failure to disapprove insurance furnished by the Contractor or subcontractor shall release the Contractor or Subcontractor of full responsibility for liability, damages, and accidents as set forth herein. Attention is hereby directed to the provisions of Division 1, General Conditions, subsection 9.4.

B. The Contractor and each subcontractor shall maintain such required insurance during the life of this contract, and no modification or change of insurance coverage and provision shall be made without thirty (30) days written advance notice to the Purchasing & Contracting Administrator.

1) Worker's Compensation Insurance: The Contractor shall procure and maintain during the life of this contract Workers' Compensation Insurance for all his employees employed at the site of the project in accordance with all statutory requirements and, in case any Work is subcontracted, the Contractor shall require the Subcontractor to similarly provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous Work under contract at the site of the project are not protected under the Workers' statute, the Contractor shall provide and cause each Subcontractor to provide adequate Insurance for the protection of his employees not otherwise protected.

2) Contractor's Comprehensive Public Liability & Property Damage Insurance: the Contractor shall procure and maintain during the life of this contract such Contractor's Comprehensive Liability and Property Damage Insurance that shall protect him and any Subcontractor performing Work covered by this contract from claim for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by himself or *by* any other Subcontractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:

a) Contractor's Comprehensive Public Liability in an amount not less than $1,000,000 for injuries, including wrongful death, to any one person in any one accident, and for more than one person in any one accident, in an amount not less than $1,000,0000.

b) Contractor's Comprehensive Property Damage Insurance in any one accident in an amount not less than $ 500,000. This insurance shall be extended to cover damage to underground wire, pipes, ducts, conduits, etc.

3) Contingent Liability: The Contractor shall furnish evidence to the Owner in the form of an insurance policy naming the Owner as the certificate holder that he has provided Protective Public Liability and Property Damage Insurance in the amounts above specified for himself and any subcontractors.

4) The Contractor shall acquire and maintain during the life of this Contract such Automobile Public Liability and Property Damage Insurance as shall protect him and any Subcontractor performing Work covered by this Contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

a) Automobile Public Liability Insurance in an amount not less than $1,000,0000for injuries, including wrongful death to any one person in any one accident, and for more than one person in any one accident, in an amount of not less than $1,000,0000.

b) Automobile Property Damage Insurance in any one accident in an amount not less than $100,000.

5) In types or classes of Work which include, all or in part, building or structures which may be subject to damage by fire, wind, or vandalism, the Contractor shall take out and maintain during the life of this contract what is commonly known as "Builders Risk Insurance" covering fire, wind, extended coverage, and vandalism, in an amount equal to one hundred percent (100%) of the contract price pertaining to such building(s) or structure(s).

6) Proof of Coverage of Insurance: The Contractor shall furnish the Owner with satisfactory proof of coverage (e.g., Certificate of Insurance) of the insurance required naming the City as additionally ensured thereon, but the failure to provide adequate insurance shall not relieve the Contractor's responsibility to protect the Owner wholly from all such claims and damages.

5.2. Patents:

It is mutually understood and agreed that without exception, Contract prices are to include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the Work. It is the intent that whenever the Contractor is required or desires to use any design, device, material, or process covered by letters, patent, or copyright, the right for such use shall be provided for by suitable legal agreements with the Patentee or Owner and a copy of this agreement shall be filed with the Purchasing & Contracting Administrator. However, whether or not such an agreement is made or filed as noted, the Contractor and the Surety in all cases shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, material or process, to be performed under the Contract, and shall indemnify the City from any costs, expenses, and damages which it may be obliged to pay, by reason of such infringement, at any time during the prosecution or after the completion of the Work.

5.3. Legal Restrictions, Licenses and Permits:

The Contractor is assumed to be familiar with all Federal, State, County, City and other laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or equipment used in or upon the site, or in any way affect the conduct of the Work. No pleas of misunderstanding or ignorance on the part of the Contractor will in any way serve to modify the provisions of the Contract. The Contractor, at all times, shall observe and comply with all Federal, State, County, City, and other laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work. The Contractor and his Surety shall indemnify and save harmless the Owner, and all its officers, agents, and servants against any claim or liability arising from or based on the violation of such law, ordinance, regulation, order or decree, whether by himself or his employees.

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

5.4. Federal Excise Tax:

The forms needed for applying for exemption certificates for materials and equipment, normally subject to the Federal Excise Tax, may be obtained from the appropriate Federal agency (IRS). The contractor is solely responsible for obtaining the desired exemption certificate from the Federal government.

5.5. Savings Due to Excise Tax Exemptions:

The savings anticipated by the bidder due to exemption from Excise taxes shall be reflected in the bid price

SECTION 6

CONTROL OF WORK

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SECTION

6.1 Authority of the Project Manager
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6.3 Inspection
6.4 Construction Stakes
6.5 Plans & Specifications
6.6 Cooperation of the Contractor Required
6.7 Removal of Defective/Unauthorized Work
6.8 Substantial Completion
6.9 Final Inspection
6.10 Certificate of Final Completion
6.11 As-Built Plans

6.1. Authority of the City's Project Manager:

The Project Manager (PM) is the employee of the City of Titusville responsible for the overall coordination, oversight and management of the Work. Instructions of the PM are to be strictly and promptly followed. The Contractor shall designate a complementary representative to receive such instructions in his absence, and failing to do so, will be held responsible for the execution of any instructions that may be necessary to be given in his absence.

The PM is to have free access to the site materials and the Work at all time for laying out, measuring, inspecting, or directing the same; and the Contractor is to afford him all necessary facilities and assistance for doing so.

All Work conducted or materials furnished are to be subject to the acceptance or the rejection of the PM, who shall determine the amount, quality, fitness, and the acceptability of the Work and the materials to be paid for and shall decide all questions or differences of opinion that may arise with the Contractor as to the interpretation of the plans and specifications. In the event of such questions or difference of opinion, the decision of the PM is to be a condition precedent to the Contractor's right to receive any money for the Work or materials to which the questions or difference of opinion relates. Any changes to the scope of work or any deviations from the contract documents must be approved in writing through the Purchasing & Contracting Administrator in accordance with Section 4, paragraph 4.2 Changes in Work.

The PM in conjunction with the Purchasing & Contracting Administrator shall have the authority to suspend the Work wholly or in part for such period(s) as may be deemed necessary, due to the unsuitable execution of the Work, or for such time as is necessary due to failure on the part of the Contractor to carry out orders given or perform any or all provisions of the Work. The Contractor shall not suspend the Work and shall not remove any equipment, tools, lumber, or other materials without the written permission of the Purchasing and Contracting Administrator.

6.2. Inspectors:

Inspectors employed by the City shall be authorized to inspect all Work done and material furnished. Such inspections may extend to all or any part of the Work and to the preparation or manufacture of material to be used. Inspectors shall be stationed on the Work to report to the PM as to the progress of the Work and manner in which it is being performed and to report whenever it appears that materials furnished, and Work performed by the Contractor fail to fulfill requirements of the specifications and contract. Inspectors shall call to the attention of the Contractor any such failures or default, but no inspection nor any failure to inspect at any time or place shall relieve the Contractor from any obligation to perform all of the Work strictly in accordance with the requirements of the drawings and specifications. In case of any dispute arising between the Contractor and the Inspector as to the materials furnished or manner of performing Work, the Inspector shall have the authority to reject materials or temporarily suspend the Work until the issue can be decided on by the PM in conjunction with the Purchasing & Contracting Administrator.

If the Contractor refuses to suspend operation on verbal order, the Inspector shall issue a written order giving the reason for shutting down the Work. After placing the order in the hands of the person in charge, the Inspector shall immediately leave the Work site. Work completed during the absence of the Inspector, after such notice, will not be accepted or compensable.

Inspectors shall not be authorized to revoke, alter, enlarge, relax, or release any requirements of the plans and specifications. Inspectors shall in no case act as foremen or perform other duties for the Contractor, nor interfere with management of the Work by the latter. Any instructions, which Inspectors may give the Contractor, shall in no way be construed as releasing the Contractor from fulfillment of the terms of the Contract Documents.

The payment of any compensation, whatever may be its character or form, or the giving of any gratuity, or the granting of any valuable favor, by the Contractor to any Inspector, directly or indirectly, is strictly prohibited and any such act on the part of the Contractor will constitute a violation of this Contract.

6.3. Inspection:

The Contractor shall furnish the PM with every reasonable facility for ascertaining whether or not the Work as performed is in accordance with the requirements and intent of the plans, specifications, and contract. If the PM requests it, the Contractor shall at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examinations, the Contractor shall restore said portions of the Work to the standard

requirements of and by these specifications. Should the Work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be paid for as "extra Work"; but should the Work so exposed or examined prove unacceptable, the uncovering or removing should be paid at the Contractor's expense.

6.4. Construction Stakes:

The City will furnish basic control survey markers and benchmarks prior to start of construction and it shall be the responsibility of the Contractor to furnish and install all necessary construction stakes to establish lines and grades for the proper execution of the Work as shown on the plans or as specified.

6.5. Plans & Specifications:

The plans, specifications, special provisions, and any Addenda describe the Work and all materials and Workmanship. All dimensions must be in strict accordance with the plans, specifications, special provisions, and any addenda. Only the Purchasing & Contracting Administrator may, in writing, authorize exceptions. When a conflict arises, the standard specifications take precedence over the plans and the special provisions shall take precedence over the standard specifications. On all plans, the figured dimensions shall govern in case of discrepancy between the scaled dimensions and figures.

In the event the Contractor discovers any apparent error or discrepancy between the plans, specifications, or special provisions, he shall immediately call upon the Purchasing & Contracting Administrator for an interpretation and decision, and such decision shall be final. The Contractor shall take no advantage of any apparent error or omissions in the plans or specifications.

6.6. Cooperation of the Contractor Required:

The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof and he shall cooperate with the PM and with other contractors in every way possible. The Contractor shall have a competent superintendent on the Work at all times who is fully authorized as his agent on the Work. Such superintendent shall be capable of reading and thoroughly understanding the plans and contract documents, and shall receive and fulfill instructions from the PM, or the authorized representative. The Contractor and his superintendent shall provide all reasonable facilities to enable the PM and Inspector to inspect the Workmanship and materials entering in the Work.

6.7. Removal of Defective/Unauthorized Work:

All Work that has been rejected and/or condemned shall be remedied, or if necessary, removed and replaced in an acceptable manner by the Contractor at his own expense. Work done beyond the lines and grades shown on the plans -- except as herein provided -- or any Work done without authority will be considered as unauthorized and will not be measured or paid for by the City. If so ordered by the Owner, such unauthorized Work shall be removed, by the Contractor at his own expense.

6.8. Substantial Completion:

When the Work has progressed to a point whereby all contract line items are essentially complete and the Owner can take beneficial occupancy of the Work such that use can be made of the product, the Owner will schedule an inspection of the Work with the Contractor and representatives of any permitting agency that has jurisdiction over the Work and develop a list showing any outstanding items to be completed (i.e., punch-list) required to render complete, satisfactory and acceptable all the Work required under the contract. The Purchasing & Contracting Administrator shall issue a "Certificate of Substantial Completion" containing the punch-list, an anticipated date of final completion, and any other required closing documents or items. The Certificate of Substantial Completion will therefore establish the date when no further liquidated damages will be assessed, the tentative completion date, the punch-list, and any other conditions necessary to satisfactorily complete the project.

6.9. Final Inspection:

When the Contractor has fully completed all Work provided for under this Contract and the punch-list as provided for in the Certificate of Substantial Completion, and so notified the Project Manager in writing, the PCAR will make a final inspection of the completed Work. If all Work is completed satisfactorily in accordance with all terms, provisions, and stipulations of drawing, specifications, and contract, the Purchasing & Contracting Administrator will issue a Certificate of Completion showing the entire amount of Work performed and compensation earned by the Contractor, including approved extra Work and compensation, therefore.

6.10. Certificate of Final Completion

Upon satisfaction of all the requirements of the Construction Contract, the City and Contractor will execute a *Certificate of Final Completion* in form found in these documents. The issuance of final payment for the Work shall be contingent on the execution of said certificate by the following individuals: Contractor; Engineer; Project Manager; City Engineer; Building Department Official; Project's Department Head; Purchasing & Contracting Administrator; and City Manager.

6.11. As-Built Plans:

The Contractor shall keep an accurate record of the changes, nature, location, and dimensions of all Work, especially such Work as may subsequently become concealed or inaccessible, and transmit this information, properly marked on a set of the contract plans, to the Purchasing & Contracting Administrator when the Work is complete. The City may opt to request these as-built plans in any medium it finds most suitable.

SECTION 7

CONTRACTOR'S ORGANIZATION

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SECTION	7.1	Character of Workmen and Equipment
	7.2	Qualifications for Employment
	7.3	Labor Regulations
	7.4	Safety Considerations
	7.5	Review of Records

7.1 Character of Workmen and Equipment:

A. The Contractor shall employ such superintendents, foremen, and workmen which are competent, and the Purchasing & Contracting Administrator may demand the dismissal of any person(s) employed by the Contractor, in, about, or upon the Work site who shall exhibit misconduct or be incompetent or negligent in the proper performance of their duties, or neglects or refuses to comply with the directions given by the Owner or his representatives. Such person(s) shall not be employed again without the written consent of the Project Manager or the Purchasing & Contracting Administrator. Should the Contractor continue to employ or again employ such a person(s), the Purchasing & Contracting Administrator may suspend the Work until such orders are complied with totally. All workers must have sufficient skill and experience to properly perform the Work assigned them.

B. The Contractor shall furnish such equipment as is considered necessary for the execution of the Work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools, and machinery used for handling materials and executing any part of the Work shall be subject to the approval of the Project Manager and shall be maintained in a satisfactory Working condition. Equipment used on any portion of the Work shall be such that no injury to the Work, adjacent property, or personnel will result from its use. The Contract may be annulled if the Contractor fails to provide adequate and/or safe equipment for the project.

7.2 Qualifications for Employment:

With respect to all skilled, semi-skilled, and/or unskilled workers employed on the project under this Contract, preference in employment shall be given to perform the Work to local individuals and labor organizations capable of performing the necessary Work. No person shall be employed in violation of the State or Federal labor laws; no person under the age of 16 years shall be employed on the project under this Contract; the contractor shall provide that he shall not operate against the employment of physically handicapped persons, otherwise employable where such persons may be safely assigned to Work which they can ably perform. No person currently serving sentences in a penal or correctional institution and no inmate of an institution for the mentally defective shall be employed on a project under this Contract.

7.3 Labor Regulations:

The Contractor shall fully comply with all applicable Federal and State laws and regulations concerning labor, Work hours, labor conditions, and wage rates. Specific requirements of this Contract will be expressed and mutually agreed to in a separate section of these documents.

7.4 Safety Considerations:

Precaution shall be exercised at all times in the protection of all persons (including employees) and property. The safety provisions of applicable laws, shall be strictly followed. As required, the Contractor shall comply with all applicable local, State and Federal rules and regulations pertaining to the health and welfare of its employees and the contracted Work.

Failure to maintain safety standards in the Work pursuant to all applicable rules and regulations may be grounds for suspension of the Work.

7.5 Review of Records:

The Contractor shall allow and permit the Project Manager or his duly authorized representative to inspect and review all payrolls, records of personnel, conditions of employment, invoice of materials, books of accounts and any other relevant data and records pertinent to the Contract and any subcontracts.

SECTION 8

CONTRACT EXECUTION AND PROGRESS

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	8.14	Termination of Contractor's Responsibility

8.1. Execution of Contract:

A) The Contractor shall begin Work promptly within the time specified in the approved schedule and time bid and shall so execute the Work such that progress will be made approximately proportional to time elapsed after the Notice to Proceed. The Contractor shall provide an adequate force of labor and equipment to execute the Work at as many different points as may be deemed necessary to ensure the completion of the Work within the time limit for completion, and as set forth in the proposal. (The contractor shall notify the Purchasing & Contracting Administrator at least 48 hours before beginning work, and shall start the Work at the approved location.)

B) Schedules - Immediately after execution and delivery of the Contract, the Contractor shall deliver to the Purchasing & Contracting Administrator a construction progress schedule in form satisfactory to the PCA showing the proposed dates of commencement and completion of each of the various phases of the required work.

8.2. Nights, Sunday or Holiday Work:

Except upon specific written permission from the Purchasing & Contracting Administrator, the Contractor shall not perform any Work on Sundays or on legal state, federal or municipal holidays. No night Work will be permitted except in case of emergency or as authorized by the Purchasing & Contracting Administrator.

8.3. Contractor Operations:

A) The Contractor shall at all times conduct the Work in such a manner and in such sequence as will ensure the least amount of local interference. He shall not open up or begin Work to the prejudice of Work already started.

B) The contractor shall arrange his Work and dispose of his materials so as not to interfere with the operations of other contractors engaged in adjacent Work and to join his Work to that of others in a proper manner and in accordance with the intent of the Plans and Specifications, and to perform his Work in the proper sequence in relation to that of other contractors.

C) The Contractor shall be held responsible for any damage done by him or his agents to the Work performed by another contractor.

D) The Contractor shall conduct his operations and maintain the Work in such condition that adequate drainage shall be in effect at all times.

E) Control of erosion, sedimentation, water pollution and flooding shall be mandatory, in accordance with all applicable Federal, State and local laws and regulations and the cost for doing such Work shall be included in the Contractor’s Bid Price.

8.4. Traffic Control:

On the type or class of projects involving construction Work or on public thoroughfares, the following provisions shall apply.

A) The Contractor at all times shall conduct the Work in such a manner as to ensure the least obstruction to traffic as practical. Convenience of the general public and of the residents and businesses along and adjacent to the Work shall be provided for in a manner satisfactory to the Owner.

B) Sidewalks, gutters, drains, fire hydrants, and private drives shall, insofar as practical, be kept in condition for their intended uses. While the Work is going on at the location, as much as half the street width at such location may be barricaded to exclude traffic entirely, but street traffic shall not be obstructed without providing alternate access. Fire hydrants on or adjacent to the Work shall be kept accessible to fire apparatus at all times and no material or obstructions shall be placed within ten (10) feet of any such hydrant.

C) Construction materials stored upon a public street right-of-way shall be placed so as to cause as little obstruction to the general public as is reasonably possible. All material excavated from any Work under the Contract in excess of that required for the necessary construction of such Work shall be hauled away and disposed of as directed by the PM.

D) Streets and/or rights-of-way shall not be closed, except when and where directed by the Project Manager or as properly permitted by the agency holding jurisdiction. Whenever the street is not closed, the Work must be conducted with the provision for a safe passageway(s) for pedestrian and vehicular traffic at all times. The Contractor shall make all necessary arrangements with the proper City officials concerning maintenance of traffic and selection of detours required.

8.5. Barricades, Warning Lights and Other Protective Devices:

When permission has been granted to close an existing roadway or right-of-way, the Contractor shall furnish and erect signs, barricades, lights, flags, and other protective devices, which shall conform to the requirements, and be subject to the approval of the Project Manager. From sunset to sunrise, the Contractor shall furnish and maintain red lights at such locations as the PM may direct, across and/or along the roadways being closed to traffic.

The Contractor shall furnish watchmen in sufficient numbers to protect and divert the vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new work. Failure to comply with this requirement will result in the City stopping the Work until the Contractor provides the necessary protection.

No separate payment will be made for such signs, barricades, lights, flags, watchmen and other protective devices as required. All costs are to be included in the prices bid for the various items scheduled in the proposal pages.

8.6. Use of Explosives:

When the use of explosives is necessary for the execution of the Work the Contractor shall observe the utmost care in its use so as not to endanger life or property; and whenever directed,

the number and size of charges shall be limited. All explosives shall be stored in a secure manner and all such storage places shall be marked clearly "DANGEROUS EXPLOSIVES" and shall be in the care of a competent watchman at all times. The Contractor must familiarize himself with all laws and ordinances pertaining thereto and govern himself and his employees accordingly.

8.7. Temporary Suspension of Work:

The Owner shall have the authority to suspend the Work wholly, or in part, for such period(s) as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory execution of the work, or such time as is necessary, due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the Contract.

If it should become necessary to stop Work for an indefinite period, the Contractor shall store all materials in such a manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the Work performed; provide suitable drainage by opening ditches, shoulder drains, etc.; and erect temporary structures where necessary.

The Contractor shall not suspend the Work without written authority from the Owner and shall proceed with the Work promptly when he has received written notice from the Owner to resume operations.

No allowance of any kind will be made for such suspension of Work -except in equivalent extension of time for completion of the Contract.

8.8. Computation of Contract Time for the Completion of Work:

The Contractor shall perform fully, entirely, and in accordance with these Specifications, the Work contracted for within the specified time stated in the Proposal.

In adjusting the Contract Time for the completion of the work, the length of time expressed in calendar days during which the execution of Work has been delayed due to any suspension of Work ordered by the Purchasing & Contracting Administrator or his representative, or omission of the Owner and not by any fault of the Contractor, shall be added to the Contract time as set forth in the Proposal -- all of which shall be binding and conclusive upon both parties to the Contract.

No allowances shall be made for delay or suspension of the Work due to the fault or negligence of the Contractor. If the satisfactory execution and completion of the Contract shall require Work or material in greater value than set forth in the Contract, then the Contract time shall be increased in the same ratio as the additional value bears to the original value contracted for (see Section 4.2, Changes in Work).

8.9. Failure to Complete the Work on Time (Liquidated Damages Calculation):

The City and Contractor recognize that time is of the essence in this Contract, and as delay in prosecution of the Work may result in public inconvenience, traffic obstruction, or business interference, it is understood that the Contractor must vigorously press towards completion of the

Work within the time frame established by this Contract. Moreover, the cost to the City for the administration, engineering, inspection, and supervision will be increased as the construction period is lengthened.

Should the Contractor or, in case of default, the surety, fail to complete the Work within the contractually stipulated time, or within such extra time as may be allowed as herein above provided, it is agreed that for each calendar day that any portion of the Work shall remain incomplete, after the time specified in the Contract, with any extension of time which may be allowed by the City for the completion of the Work provided for in the Contract Documents, the sum per day to be deducted from monies due the Contractor, not as a penalty, but as liquidated damages for added expense, shall be calculated by one of the following methods:

A) The daily liquidated damages for public projects that will not produce direct revenue shall be calculated by multiplying one mill (.001) times the total cost of the contract. The resulting amount shall be rounded off to the nearest dollar and this amount will be deducted daily from the amount due the Contractor.

Example: Contract Amount x 1 Mill = Daily Liquidated Damages

$2,000,000.00 x .001 = $2,000.00 per day

The Contractor shall take into account all contingent Work which has to be done by other parties, arising from any cause whatsoever, and shall not plead his want of knowledge of said contingent Work as an excuse for delay in his work, or for the non-performance.

Permitting the Contractor to continue and finish the Work or any part of it after the expiration of the number of calendar days allowed for completion or after any extension of time, shall in no way operate as a waiver on the part of the Owner of its rights under this Contract. In case of default of the Contract and the completion of the Work by the Owner as hereinafter provided, the Contractor and his Surety shall be liable for the liquidated damages under the Contract; but no liquidated damages shall be assessed for any delay in the final completion of the Work by the Owner due to any unreasonable action, negligence, omission, or delay of the Owner.

If any suit for the collection of, or involving the assessment of liquidated damages, the reasonableness of the amounts stipulated in the foregoing calculations shall be presumed. The liquidated damages referred to herein are intended to be and are accumulative and shall be in addition to every other remedy now or hereafter enforceable by law, in equity, by statute, or under the Contract.

8.10. Delays/Damages and Additional Time

If the Contractor refuses or fails to proceed with the work, or any part thereof, with such diligence as will ensure its completion within the time specified in the Contract, or any extension thereof, or fails to complete the Work within said time, the Owner may -- by written notice to the Contractor -- terminate his right to proceed with the Work or such part of the Work to which there has been a delay. In such event, the Owner may take over the Work and proceed with same to completion; the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned to the Owner. If the Contractor's right to proceed is so terminated, the Owner may take

possession of and utilize such materials, appliances, and plants on site necessary to complete the work.

If the Owner does not terminate the right of the Contractor to proceed and a delay is encountered, although the Contractor continues the work, liquidated damages shall be paid to the Owner when the actual damage for the delay cannot be determined. These liquidated damages are fixed and agreed damages paid by the Contractor to the Owner for each calendar day of delay until the Work is completed or accepted. The specific amounts for the liquidated damages will be calculated as set forth in Section 8.9 of these specifications and the Contractor and his sureties shall be liable for the amount indicated. However, the right of the Contractor to proceed shall not be terminated nor the Contractor charged with liquidated damages because of any unforeseeable delays in the completion of the Work beyond the control and without the fault of the Contractor -- including, but not restricted to, act(s) of God, fires, floods, epidemics, quarantine restrictions, strikes ' freight embargoes, unusually severe weather, or delays of a subcontractor hired by the City and subject to such causes, if the contractor shall within ten (10) days from the beginning of any such delay notify the Purchasing & Contracting Administrator in **writing** of the cause and reason for the delay. The Owner shall have the right to grant an extension of the above time requirement prior to the date of final settlement. The Purchasing & Contracting Administrator shall ascertain the facts and the extent of the delay; if it appears to the Purchasing & Contracting Administrator that the Contractor is delayed by conditions beyond his control, additional time for completion of the contract will be allowed on the recommendation of the Purchasing & Contracting Administrator, but no payment will be made because of said delays unless warranted by City actions.

8.11. Final Cleanup:

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or the Work.

Upon final completion of the Work and before acceptance and final payment shall be made, the Contractor shall clean and remove from the site, the right-of-way, and adjacent property, all surplus and discarded materials, rubbish, and temporary structures. The Contractor shall restore in an acceptable manner all property -- both public and private – which, has been damaged during the execution of the work. The Contractor shall leave the site and vicinity unobstructed in a neat and presentable condition throughout the entire area. The placing of materials of every character, rubbish, or equipment on the abutting property -- with or without the consent of the property owner(s) -- shall not constitute satisfactory disposal. If the Work is of such a character as may be done by block or sections, the Contractor may be required to promptly remove and dispose of accumulated rubbish, debris, or surplus materials from blocks or sections as completed or partially completed.

No separate payment will be made for final cleaning up and restoration of property, but all costs thereof shall be included in the prices bid for the various scheduled items of work.

8.12. Guarantee:

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire use of the occupancy of the premises by the Owner shall constitute an acceptance

of the Work not done in accordance with the Contract documents or relieve the Contractor of the liability in respect to an expressed warrantee or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the Work and pay for any damage to other Work resulting therefrom which shall appear within a period of one (1) year from the date of the final acceptance of the Work -- unless a longer period is specified or negotiated between the Owner and Contractor. The Owner will give notice of observed defects with reasonable promptness during said guarantee period. The City reserves the right to require additional bond or bond guarantees to assure the proper protection of the work. Extended guarantees or bonding shall be negotiated amongst the parties hereto in response to extraordinary circumstances. Final payment will not be made until the Work has been accepted by a representative of the City.

8.13. Maintenance Bond

The Contractor shall post with the City a one-year maintenance bond in form satisfactory to the Purchasing & Contracting Administrator in an amount not-to-exceed 15% of the total project cost.

8.14. Termination of Contractor's Responsibility:

This Contract will be considered complete when all Work has been completed and a final inspection is made, the Work accepted by the Owner, and the final estimate paid. The Contractor will then be released from further obligations, except as set forth in these General Conditions and as provided by law.

SECTION 9

LEGAL RELATIONS AND RESPONSIBILITY

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SECTION	9.1	No Waiver of Legal Rights
	9.2	Furnishing Right-of-Way
	9.3	Laws to be Observed
	9.4	Contractor's Responsibility for Work
	9.5	Protection and Restoration of Property

9.1. No Waiver of Legal Rights:

After final payment has been made, the Owner reserves the right to claim and recover from the Contractor, his Surety, or both, by process of law, such sums that may be sufficient to correct any error or make good any defects in the Work and materials -- should an error be discovered in any partial or final estimates, or should proof be discovered of defective Work or materials used by or on the part of the Contractor.

9.2. Furnishing Right-of-Way:

Where the Work called for extends upon or through private property, the Owner will procure all the necessary rights and deeds for access to the property. The Contractor shall not proceed with this part of the Work until the Owner has completed his negotiations with the property holders or has
acquired all said necessary rights by eminent domain or otherwise.

9.3. Laws to be Observed:

The Contractor shall familiarize itself with, comply with, and govern itself in accordance with all Federal, State, County, and City laws, by-laws, ordinances, or regulations controlling the action or operation of those engaged or employed in the Work or affecting materials used. The Contractor shall indemnify and save harmless the Owner and all of its officers, agents, and employees against any claims or liability arising from or based on the violations of any such laws, by-laws, ordinances, regulations, orders, or decrees -- whether by himself or his employees.

9.4. Contractor's Responsibility for Work:

Until acceptance of the Work by the Owner, it shall be under the charge and in care of the Contractor and he shall take every necessary precaution against injury or damage to the Work by action of the elements or from the execution/non-execution of the work. The Contractor shall rebuild, restore, and make good -- at the Contractor's own expense -- all injuries or damages to any portion of the Work occasioned by any of the above causes before its completion and acceptance.

9.5. Protection and Restoration of Property:

Buildings, sidewalks, benches, shade trees, lawns, shrubbery, and all other improvements potentially obstructing the Work shall be duly protected by the Contractor. Property obstructions, such as sewers, drains, water or gas pipes, conduits, railroads, poles, and walls, posts, galleries, bridges, manholes, mailboxes, street monuments, etc., shall be carefully protected from damage and shall not be displaced if avoidable. The Contractor shall give due notice to any department or public service corporation controlling such things as manholes, mailboxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the City if any such existing improvements or utilities are disturbed, damaged, or covered up during the cause of the work.

If it should become necessary to move any obstructions, the removal thereof shall be at the expense and risk of the Contractor, who is to obtain the consent of the Owner(s) or others in charge.

Before commencing, the Contractor shall confer with same as to the best manner of protecting the interest involved. The City may elect to retain ownership of any sewer pipe, brick, stone, or other valuable material(s) encountered and the Contractor, when so requested, shall carefully remove same and place in a convenient location for removal by the City.

The right is reserved by the City or the Owner(s) of the adjacent property to lay or to repair in the street -- under the direction of the Purchasing & Contracting Administrator's representative -- any drain, conduit, main or service pipe(s), or their accessories, at any time before the completion of the project. The Contractor shall exercise such supervision thereof as will protect him against defects in the finished work. Any delay as a result thereof shall be treated as delayed by action of the City any additional expense to the Contractor resulting therefrom shall be paid as provided herein under "Extra Work and Payment." In case of the Contractor's failure to restore any property damaged by his operations or to make good such damage or injury, the Purchasing & Contracting Administrator may -- upon forty-eight (48) hours written notice -- proceed to rebuild, repair, or otherwise restore such property as may be deemed necessary; the cost thereof will be deducted from any monies due, or which will become due the Contractor under this Contract.

The locations or grades of underground structures, utilities, foundations, etc., as shown on the plans, are taken from the best available records. The City shall not be held accountable for inaccuracies or omissions in the locations or grades of existing underground structures, utilities, foundations, etc. No claim is to be made by the Contractor for damages on account of the proximity to, leaking from, or delay caused by underground structures, utilities, foundations, etc.

If any underground structure, utility (public or private), foundation, etc., is found to interfere with the location of the proposed Work, either the position of the underground structure, utility, or foundation or that of the proposed Work, will be adjusted to provide the necessary clearance. Such necessary adjustment will be made either by the City or the utility involved. Interference shall mean that the underground structure, utility, foundation, etc., is found to be in the position as shown on the plans to be occupied by the proposed Work. If underground structures, utilities, foundations, etc., encountered during construction do not interfere with the planned position of the proposed Work, no change or adjustment will be made by the City; neither will the City require a utility to change the alignment or grade.

SECTION 10

MEASUREMENT AND PAYMENT

INDEX

SECTION	10.1	Scope of Payment
	10.2	Basis of Payment
	10.3	Measurements for Payment
	10.4	Extra Work and Payment
	10.5	Cancelled Items and Payment
	10.6	Partial and Final Payments

10.1. Scope of Payment:

The Contractor shall receive and accept the compensation as herein provided in full payment for furnishing all materials, labor, tools, equipment, and transportation, and for performing all Work required to complete the Work under the Contract; and also in full payment for all loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the execution of the Work until its final acceptance by the City.

For each of the items included and for which a unit price is stated in the Proposal, the aggregate amount to be paid by the City at such unit prices shall be the measured amount of such items incorporated by the Contractor in the completed Work and acceptable to the Project Manager and the Purchasing & Contracting Administrator.

The unit prices stated in the Proposal include all costs and expenses for materials, labor, tools, equipment, transportation, commissions, patent fees and royalties; removing crossings or other obstructions; protecting or maintaining pipes, drains, railroad tracks, buildings, bridges, or other structures furnishing temporary crossings or bridges; furnishing all supplemental construction stakes, batter boards, templates, common and ordinary labor for handling materials; and all costs or expenses for performing and completing the Work as specified.

It is mutually agreed that due to latent field conditions that cannot be foreseen at the time of advertising for bids, adjustments of the plans to such field conditions may be necessary during construction. Therefore, approved changes in the plans shall be recognized as constituting a normal and accepted margin of adjustment not unusual and not involving or permitting any change or modification of unit prices, in which case payment will be made for the revised quantities at the unit price bid in the Proposal.

10.2. Basis of Payment:

The basis of payment for an item at the unit price shown in the Proposal shall be in accordance with the description of that item given in the Proposal and Specifications pertaining to that item.

10.3. Measurements for Payment:

Measurements for payment for each item shown in the Proposal shall be in accordance with the description of that item given in the Proposal and Specifications pertaining to that item.

10.4. Extra Work and Payment:

The Contractor shall perform unforeseen Work, for which there is no price included in the proposal, whenever it is deemed necessary or desirable by the Purchasing & Contracting Administrator or his representative to satisfactorily complete the unforeseen Work. Such extra Work shall be performed promptly in accordance with the Specifications and as directed by the Purchasing & Contracting Administrator, **provided, however that before any extra Work is begun, a written order from the Purchasing & Contracting Administrator to do the Work**

shall be received by the Contractor. All extra Work ordered and performed in accordance with the foregoing will be paid for at the price (mutually agreed upon by the Contractor and the Purchasing & Contracting Administrator to be equitable compensation for the Work contemplated) stipulated in the Purchasing & Contracting Administrator's written order for such Work.

However, in the event the Contractor and the Purchasing & Contracting Administrator fail to agree upon an equitable price for any extra Work ordered, it shall be performed by using such tools, labor, equipment, and materials as may be specified by the Purchasing & Contracting Administrator and will be paid for in the following manner:

a) For all labor, including a foreman in direct charge of the specified operations, the Contractor shall receive a sum equal to the current local rate of wages for every hour that the laborer is actually engaged in such Work, to which shall be added an amount for overhead and profit of such sum and a total thereof shall be full compensation to the Contractor for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra Work. In addition, the Contractor shall be paid the actual cost of Social Security Taxes, Surety Bond, Unemployment Insurance, Workers Compensation Insurance, and Contractor's Public Liability and Property Insurance involved in such extra Work -- based on actual wages paid to such laborer.

b) For all materials used, the Contractor shall receive the actual cost of such materials -- including freight charges -- as shown by original receipted bills, to which cost shall be added an amount equal to ten percent.

c) When any special machinery or special equipment -- including fuel and lubricants -- are required for the economic performance of extra Work, the Contractor will receive compensation based on the Rental Blue Book (Rental Blue Book for Construction Equipment or Rental Blue Book for Older Construction Equipment, whichever is applicable) prevailing applicable rate (monthly or weekly or daily), plus the applicable operating rate for each hour that the equipment is in operation.

The compensation herein provided shall be received and accepted by the Contractor as payment in full for all extra Work done.

The Contractor's representative and the Project Manager shall compare records of extra Work done at the end of each day. Such records shall be made in duplicate upon a form provided for such purpose by the Purchasing & Contracting Administrator and shall be signed by both the Project Manager and the Contractor's representative; one copy will be submitted to the Purchasing & Contracting Administrator and the other shall be retained by the Contractor.

10.5. Cancelled Items and Payments:

The City shall have the right to cancel those portions of the Contract relating to the construction of any item provided therein for any reason. Such cancellation shall entitle the Contractor to payment in a fair and equitable manner covering all items of cost incurred by the Contractor prior to the date of cancellation or suspension of the Work by order of the Purchasing & Contracting Administrator. The Contractor shall be allowed a profit percentage on the materials used on construction Work actually performed at the same rates as provided for herein under "Extra

Work & Payment". No allowance will be made for anticipated profits on any part of the cancelled Work. Acceptable materials ordered by the Contractor or delivered to the Work site prior to the date of such cancellation or suspension shall be purchased from the Contractor by the City at actual cost and shall thereupon become the property of the City.

10.6. Partial and Final Payments:

a) Not later than twenty-five (25) days after receipt of the proper pay estimate, the Owner will make a partial payment to the Contractor on the basis of duly certified and approved estimates of the Work performed during the preceding calendar month under this Contract. To ensure the performance of this Contract, the Owner will retain ten percent (10%) of each estimate until final completion and acceptance of all Work covered by this Contract.

b) The Contractor shall submit to the Purchasing & Contracting Administrator his estimate of Work completed and invoice no later than 4:30 p.m. on the first Working Day of the month. Estimates and invoices submitted after this time will be delayed in processing.

c) In preparing estimates, the material delivered on the site and preparatory Work done shall be taken into consideration -- provided that such materials have been delivered and inspected and that payment therefore has been satisfactorily certified by the Contractor to the Purchasing & Contracting Administrator.

d) All material and Work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and Work upon which payments have been made or the restoration of any damaged Work or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.

e) As soon as the Purchasing & Contracting Administrator is notified of the completion of the Work and can assure himself by tests, inspection, or otherwise that all of the provisions of the Contract have been carried out satisfactorily, he/she will make a final estimate of the value of all Work done and will deduct therefrom all previous payments which have been made. All prior estimates and payments shall be subject to correction in the final estimate and payment. Within sixty (60) calendar days after the approval of such final estimate by the Purchasing & Contracting Administrator, the amount of the final estimate -- less any charges or damages herein provided for -- will be paid, provided that the Contractor has furnished the Owner a sworn affidavit to the effect that all bills are paid, and no suits are pending in connection with the Work done under this Contract. Upon such final payment, the City shall be released by the Contractor from all liability whatsoever arising out of the Contract -- except for the balance, if any, of such amount as may have been retained to cover charges, claims, or damages as specified. If the City is satisfied that no charges, claims, or damages exist or will arise, no such amount will be retained.

f) Retainage reductions determinations for any portion of the Contract Amount shall be made in the best interest of the City but at no time prior to the issuance of the Certificate of Substantial Completion.

SECTION 11

LABOR REQUIREMENTS

INDEX

SECTION	11.1	Compliance with Local, State, and Federal Labor Standard Requirements
	11.2	Equal Opportunity Employment
	11.3	E-Verify

11.1. Compliance with Local, State and Federal Labor Standard Requirements:

The Contractor shall comply with all applicable local, state, and federal labor laws and regulations to the extent applicable to this project.

11.2. Equal Opportunity Employment:

The Contractor shall not discriminate on the basis of race, color, national origin, gender, age, familial status, handicapped status, veteran status, and/or religion in performing the work governed by this contract. The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to comply with EOE regulations. Any subcontract the Contractor may enter into shall include this clause with the same degree of application being encouraged.

11.3. E-Verify

Obligation for State Funded Contracts:

Executive Order 11-116, which supersedes Executive Order 11-02, directs all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

In accordance with Executive Order 11-116, City of Titusville requires all vendors doing business with the City who are awarded state-funded contracts to verify employee eligibility using the E-verify system. It is the responsibility of the awarded vendor to ensure compliance with E-verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (http:// www.uscis.govle-verify) and follow the instructions. The employer must, as usual, retain the 1-9 Forms for inspection.

The forms listed below will be supplied by the successful contractor for approval by the City as to form and use.

SECTION 12

CONTRACTOR FORMS

INDEX

SECTION	12.1	Change Order
	12.2	Certificate of Substantial Completion
	12.3	Pay Estimate
	12.4	Subcontractors Supplier's Certificate
	12.5	Shop Drawing Submittal
	12.6	Field Order
	12.7	Contractors Request for Information
	12.8	Request Proposal for Proposed Change
	12.9	Certificate of Completion

SECTION 13

SUPPLEMENTAL

INDEX

SECTION	13.1	Grant Requirements
	13.2	Auditing
	13.3	Giving Notice
	13.4	Computation of Time
	13.5	General

13.1. Grant Requirements

The parties hereto acknowledge and accept that funding for this project may result from grants, appropriations, loans, etc., secured by the Owner. As such, any stipulations set forth in the grant agreements between the City and the grantor(s) shall be imposed on the Contractor in fulfillment of applicable requirements. The Contractor shall be made fully aware of these requirements prior to beginning the Work and shall be held fully liable once so notified. The City shall evaluate all requirements set forth by the grantors and estimate the impact to the Contractor. Compensable items shall be negotiated and subject to the determination of the Purchasing & Contracting Administrator.

13.2. Auditing

The City reserves the right to audit all fiscal records, payroll records or other pertinent records associated with the performance of this contract.

13.3. Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. Notices to the City shall be posted as follows:

Purchasing & Contracting Administrator
City of Titusville
555 S. Washington Avenue
Titusville, FL 32796

13.4. Computation of Time

a) When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted form the computation.

b) A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

13.5. General

a) Should Owner or Contractor suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or other for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

b) The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by applicable clauses and all of the rights and remedies available to Owner and Engineer thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the contract documents, and the provisions of this paragraph will be as effective as if repeated specifically in the contract documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

CONTRACT & BID FORMS

INDEX

1. Bid Proposal Form
2. Bid Price Sheet
3. Bid Bond
4. Certificate – Contract Execution Authorization
5. Affidavit
6. Performance By Subcontractors
7. Bidder Qualification Questionnaire
8. Florida Trench Safety Act
9. Public Entity Crimes Certification
10. Scrutinized Companies Certificate: Pursuant To Florida Statute § 287.135
11. E-Verify Affidavit
12. Drug-Free Workplace Certification
13. Debarment
14. Certification Regarding EEO
15. Certification of Non-segregated Facilities
16. Form Of Non- Collusion
17. Disclosure Form Foreign Influence
18. Contractor's Final Affidavit and Release Of Lien
19. Performance & Payment Bond
20. Contractor's Release of Lien

PLEASE COMPLETE AND SUBMIT WITH BID

BID PRICE PROPOSAL
(Bid Form)

Project Identification: **KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS**

Project Bid No.: **26-B-026/LR**

TO: CITY OF TITUSVILLE:

In accordance with your advertisement inviting bids to be received at City Hall Purchasing & Contracting Division, 555 South Washington Avenue, Titusville, Florida, 32796 this Bid Proposal is submitted for the above captioned project.

NAME OF BIDDER:	DATE:
BUSINESS ADDRESS: PHONE NUMBER: EMAIL ADDRESS:	FAX NUMBER:
BIDDER'S SIGNATURE & TITLE:	
CONTRACTOR'S FLORIDA LICENSE NUMBER (S):	
CITY OF TITUSVILLE BUSINESS TAX RECEIPT NUMBER:	
FEID # _____	**SAMS REGISTRATION** #_____

BIDDER DECLARATION/ACKNOWLEDGEMENT

THIS BID IS SUBMITTED TO THE CITY OF TITUSVILLE (AKA – OWNER):

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the City, in the form provided herein, to perform and furnish all Work specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid Form and the Agreement, and in accordance with the other terms and condition of the Contract Documents and Instructions to Bidders made a binding part of this bid.

2. Bidder accepts all of the terms of the Bidding Documents including without limitation those

addressing the disposition of the Bid Bond.

3. This bid will remain open for a period of ninety (90) consecutive calendar days after the date of the bid opening.

4. In submitting this Bid, the Bidder further represents and warrants as follows:
   a. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site conditions, locality, all applicable laws, regulations, jurisdictions, etc., which may affect cost, progress of the Work, performance or furnishing of necessary materials for the Work.
   b. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface of subsurface structures at or contiguous to the site (except Underground facilities) which have been identified in the supplementary conditions as provided for herein. BIDDER accepts determinations set forth hereby to the extent that "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as limited by the provisions associated with the data. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER'S purposes. BIDDER acknowledges that OWNER does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
   c. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and program incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
   d. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
   e. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and date with the Contract Documents.
   f. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by CITY is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
   g. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a farce or sham Bid; BIDDER

has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

h. BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete all work of the PROJECT within the Contract Time specified in the Construction Contract. BIDDER further accepts the provisions of the Construction Contract as to liquidated damages and agrees to pay as liquidated damages the amount stated in the Construction Contract and General Conditions, for each consecutive calendar day completion of the Work is delayed.

Completion Schedule

1) The Project shall be complete in 360_ **consecutive calendar days** from the official Notice to Proceed.

5. All bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.

6. In accordance with Instructions to Bidders, if the Contract is to be awarded, it will be awarded on the basis of the lowest "Total Base Bid" after adjustments for additive or deductive alternates. Additive or deductive alternates (if any) will be considered in determining the lowest responsive, responsible Bidder. The OWNER reserves the right to accept any or all additive or deductive alternates, in his sole discretion, prior to the award of the Contract. The OWNER also reserves the right to delete any portion of the Work as shown in the bid schedule prior to award and adjust each bidder's "Total Bid" accordingly.

7. The documents are attached to and made a condition of this Bid. PLEASE NOTE YOUR ACKNOWLEDGEMENT BY INITIALING IN SPACE PROVIDED ON PAGE 2 BID CHECKLIST.

Having carefully examined the Bid Documents, comprised of the plans, specifications, and all other documents bound herewith and or referenced hereby, any addenda or bulletin as prepared or sanctioned by the City and being familiar with the various conditions affecting the work, the Bidder proposes and agrees, if this Proposal is accepted, to execute all appropriate Contract Documents for the purpose of establishing a formal contractual relationship between him and the City, for the furnishing of all materials and the performance of all Work to which this bid proposal pertains and for which the following total bid is submitted:

SCHEDULE OF BID ITEMS KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS Bid # 26-B-026 LR					
CITY OF TITUSVILLE					
KNOX MCRAE MASTER PUMP STATION PROJECT					
Item No.	**Description**	**UNIT**	**QTY**	**UNIT COST**	**TOTAL COST**
1	Mobilization/Demobilization	LS	1		
2	Demolition	LS	1		
3	Submersible Master Pump Station	LS	1		
4	Standby Emergency Generator with Sub-Base Fuel Tank	LS	1		
5	Biological Odor Control System	LS	1		
6	24-inch Ductile Iron Force Main	LF	140		
7	24-inch Gate Valve Assembly	EA	4		
8	Connection to Existing Force Mains	LS	1		
9	Influent Gravity Sewer	LF	40		
CONTINGENCY ITEMS					
10	Removal of Unsuitable Material	CY	50		
11	Additional Select Fill	CY	50		
12	Additional Concrete	CY	50		
13	Allowance	LS	1	$50,000	$50,000
	TOTAL BID (NUMBER):				**$**

Bidder proposes to do the Work for the above Bid for (words)

_____

_____ **($) .**

THE ABOVE BID QUANTITIES ARE THE CITY'S ESTIMATED REQUIREMENTS AND WILL BE USED SOLELY FOR BID EVALUATION AND CONTRACT AWARD PURPOSES. THESE QUANTITIES DO NOT CONSTITUTE A GUARANTEE OF WORK OR INTENT THEREOF. THE CITY DOES NOT REPRESENT THAT THE ACTUAL QUANTITIES OF WORK PERFORMED WILL CORRESPOND WITH THE ABOVE BID QUANTITIES. FURTHERMORE, THE CONTRACTOR SHALL NOT PLEAD MISUNDERSTANDING OR DECEPTION BECAUSE OF QUANTITIES OR OF THE CHARACTER, LOCATION OR OTHER CONDITIONS PERTAINING TO THE WORK.

CONTRACTOR AGREES THAT PAYMENTS, FOR SATISFACTORY WORK PERFORMED, WILL BE BASED ON THE ACTUAL QUANTITIES OF WORK INSTALLED, AND THE ACTUAL QUANTITIES MAY BE GREATER THAN OR LESS THAN THE ABOVE BID QUANTITIES.

CONTRACTOR'S BID PRICES SHALL INCLUDE ALL SUPERVISION, LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, ADMINISTRATION, OVERHEAD AND PROFIT, AND ANY OTHER INCIDENTALS REQUIRED TO COMPLETE THE WORK TO THE CITY'S SATISFACTION AND READY FOR USE. NO SEPARATE PAYMENT WILL BE MADE FOR ANY OTHER ITEMS, REQUIRED TO BE PERFORMED BY THE CONTRACTOR TO COMPLETE THE WORK, WHICH ARE NOT CONTAINED IN THE ABOVE BID SCHEDULE. ACCORDINGLY, THE CONTRACTOR MUST INCLUDE ALL THE COSTS, FOR THE WORK AND THE SERVICES REQUIRED TO BE PERFORMED OR PROVIDED BY THE CONTRACTOR, IN THE CONTRACTOR'S BID PRICES FOR THE PAY ITEMS CONTAINED ABOVE.

THE FOLLOWING ITEMS AND THE COST OF SUCH WORK ARE SOME EXAMPLES OF WORK FOR WHICH NO PAY ITEMS HAVE BEEN ESTABLISHED AND CONSEQUENTLY THE CONTRACTOR MUST INCLUDE SUCH COSTS IN THE ABOVE BID ITEMS:

1. Maintaining and supporting existing above ground and below ground utility structures,
2. All other General Conditions including insurance, bonding, providing proper safety and sanitary facilities for workers, etc.
3. Any other required work or service not included in the Schedule of Bid Items.

The City reserves the right to award the contract to either the firm that submits the lowest "Bid Total Price" or the firm that submits the lowest bid price resulting from adding unit prices, provided that said bid is both responsive and responsible.

COMPANY NAME AND ADDRESS:	PHONE #_____ FAX #_____ E-MAIL: _____ FEIN #_____ DUNS# _____ SAMS #_____
AUTHORIZED SIGNATURE: _____ PRINTED SIGNATURE: _____ TITLE: _____	
DATE SIGNED:	

BID SECURITY

Accompanying this Proposal is a five percent (5%) **(circle one)** Certified Check, Bid Bond, Cashier's Check in the amount of Dollars ($_____) as bid security.

***Use City Bond Form**

PLEASE COMPLETE AND SUBMIT WITH BID

STATE OF FLORIDA)
COUNTY OF BREVARD) **BID BOND**
CITY OF TITUSVILLE)

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, and _____as Surety, are held and firmly bound unto the City of Titusville, in the penal sum of _____ _____(Dollars) ($_____), lawful money of the United States of America, for the payment of which sum well and truly be made, we bid ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid dated _____, for:

_____

_____

NOW THEREFORE,

(a) The principal shall not withdraw said bid within ninety (90) days after date of opening the same, and shall within twenty (20) days after the prescribed forms are presented to him for signature, enter into a written contract with the City, in accordance with the proposal as accepted, and five bonds with good and sufficient surety or sureties, as required, for the faithful performance and proper fulfillment of such contract: and,

(b) In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give bond within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, other wise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals, this _____ day of _____, _____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:

If Sole Ownership or Partnership, one (1) Witness is required. If Corporation, Secretary only will attest & affix seal.)

_____

_____

_____

Surety Secretary

PRINCIPAL:

_____

(Name of Firm)

Affix Seal

_____

(Signature of Authorized Officer)

_____

(Title)

_____

(Business Address)

_____

(City) (State) (zip)

SURETY:

_____

(Corporate Surety)

Affix Seal

_____

(Signature of Authorized Officer)

_____

(Title)

_____

(Business Address)

_____

(City) (State) (zip)

_____

(Name of Local Insurance Agency)

_____

(Address)

The rate of premium on this bond is _____ per thousand.

Total amount of premium charges _____ .

(The above must be filled in by Corporate Surety.)

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond, that _____ who signed the said bond on behalf of _____the principal, was then _____of said corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and on behalf of said corporation by authority of its governing body.

(Corporate_____(Seal)
Secretary

STATE OF FLORIDA)
COUNTY OF BREVARD)
CITY OF TITUSVILLE)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared: _____ to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the _____, and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Titusville, Florida.

Subscribed and sworn to before me this _____ day of _____, _____,

INSTRUCTIONS: Bid Bonds must be accompanied by an affidavit and a Power of Attorney, in compliance with Instructions to Bidders.

_____
Notary Public

_____
My Commission Expires

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATE

I HEREBY CERTIFY that a meeting of the Board of directors of _____, corporation under the laws of the State of _____ held on the _____ day of _____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ (title) of the corporation, is hereby authorized to execute the contract _____ day of _____, _____, between the CITY OF TITUSVILLE, a municipal corporation, and this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed shall be the official act and deed of this corporation."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____ day of _____, _____.

_____
Secretary

Notary Public Information

STATE OF_____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____, _____ , by _____.
(year) (name of person acknowledging).

_____ _____
(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

PLEASE COMPLETE AND SUBMIT WITH BID

STATE OF FLORIDA)
COUNTY OF BREVARD) **AFFIDAVIT**
CITY OF TITUSVILLE)

Before me, the undersigned authority, personally appeared_____

who, first being duly sworn, upon his oath deposes and says:

That he is the (contractor) (sub-contractor) on the following described public works:

JOB DESCRIPTION: _____

CONTRACTOR (SUBCONTRACTOR): _____

ADDRESS:

_____

CONTRACTING AUTHORITY: _____
PREVAILING WAGE DETERMINATION NO.: (as applicable) _____

AND FURTHER AFFIANT SAYETH NOT.

_____

Sworn to and subscribed before me this _____ day of _____, 20_____.

_____
Notary Public, State of ___ at Large

_____
My Commission Expires

The contractor shall execute and mail this affidavit to the Florida Department of Commerce, Bureau of Workers' Compensation, Ashley Building, 1321 Executive Center Drive, East, Tallahassee, FL 32301, within ten (10) days of the commencement of work. Copies should be forwarded to the office of the Purchasing & Contracting Administrator.

PLEASE COMPLETE AND SUBMIT WITH BID

PERFORMANCE OF WORK BY SUBCONTRACTORS

The BIDDER hereby states that he proposes, if awarded the Contract, to use the following subcontractors on this project: List below all proposed subcontractors and trade specialties and costs. (List only one subcontractor for each item.) Write on back or provide additional pages if additional space is needed.

NAME OF SUBCONTRACTOR	TRADE OF SUBCONTRACTOR	COST OF WORK

TOTAL: _____

PLEASE COMPLETE AND SUBMIT WITH BID

REFERENCE FORM BIDDER QUALIFICATION QUESTIONNAIRE

Submitted by _____
Name of Bidder

Contractor's License #_____
( ) An Individual ( ) A Partnership ( ) A Corporation

Federal Identification #_____

Principal Office Address:_____

_____

City of Titusville □Yes or □No: Other (City/County/Etc.) _____

Please answer the following:

1. Number of years your firm/company has been in business under present name: ____ years.
2. Is your company incorporated in the State of Florida? _____ Yes _____ No
3. Headquarter address if different from business address_____
4. How many years' experience in water wastewater master pump projects similar in scope and size has your organization had

   As a Contractor?_____Years As a Subcontractor?_____years
5. List below (minimum 3/maximum 5) the requested information concerning projects your organization demonstrating years of experience for completed fuel site new and/or replacement projects. (Use additional sheets if necessary). Include the type of work similar to the work included in this contract if possible.

(A) Business/Organization (Nam): _____

Address: _____

Contact Person (Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

_____

(B) Business/Organization (Name): _____

Address: _____

Contact Person (Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

_____

(C) Business/Organization (Name): _____

Address: _____

Contact Person (Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

_____

(D) Business/Organization (Name): _____

Address: _____

Contact Person (Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

_____

(E) Business/Organization (Name): _____

Address: _____

Contact Person (Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

_____

6. Have you ever failed to complete any work awarded to you? If so, where, and why?

_____

_____

7. Give below any information which would indicate the size and capacity of your organization, including number of employees, equipment owned by your organization, etc., which are available for utilization on this Contract._____

I, the undersigned, do hereby declare that the foregoing statements are true and correct, all as of the date hereinafter set forth, and that those examining this document have my permission to contact any or all of those parties listed in this questionnaire. Incorrect or misleading statements in this questionnaire shall be grounds for a determination of non-responsibility with respect to such contractor.

(SIGNATURE OF BIDDER)

(TYPE OR PRINT COMPANY NAME)

(TYPE OR PRINT ADDRESS)

PLEASE COMPLETE AND SUBMIT WITH BID

FLORIDA TRENCH SAFETY ACT
CERTIFICATION AND DISCLOSURE STATEMENT

The undersigned acknowledges the requirements of the Florida Trench Safety Act., F.S., (Section 553.60 et. seq. Florida statutes), and hereby commits the Bidder to the following in the performance of the work in the event that the subject contract is awarded to and executed by said Bidder.

1. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State Standard until such time as the State of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.

2. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.

3. The Contractor shall consider the geotechnical data available from the City, if any, the Contractor's own sources, and all other relevant information in providing the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibility for the selection of the data on which he relies in providing the safety system, as well as for the system itself.

4. The amounts that the Bidder has set forth for pipe installation includes the following excavation / trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit prices shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Contract time or price shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
a.				
b.				
c.				
d.				
e.				

For Information Only, Not for Payment Purposes $
Bidder may use additional sheets as necessary to extend this form.
Failure to complete the above may result in the bid being declared non-responsive.

5. The amount disclosed is the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as may otherwise be provided).

6. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representative has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

_____
Company

_____
Name and Title

Address:

_____

_____

_____

Telephone:(____)_____

END OF FLORIDA TRENCH SAFETY ACT STATEMENT

PLEASE COMPLETE AND SUBMIT WITH BID

PUBLIC ENTITY CRIMES

Any person submitting a bid, Bid or reply in response to this invitation or a contract, must execute the enclosed form PUR. 7069, sworn statement under section 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid, or proposal. If you are submitting a quote, bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy(ies) of the form are executed by them and are included with your quote, bid, or proposal. Corrections to the form will not be allowed after the quote, bid, or Bid opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or Bid may result in immediate disqualification of your bid or proposal.

The 1989 Florida Legislature passed Senate Bill 458 creating Sections 287.132 - 133, Florida Statutes, effective July 1, 1989. Section 287.132(3)(d), Florida Statutes, requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Section 287.133, Florida Statutes, as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

A public entity may not accept any bid, Bid or reply from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes.

Therefore, effective October 1, 1990, prior to entering into a contract (formal contract or purchase order in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO) to provide goods or services to **THE CITY OF TITUSVILLE**, a person shall file a sworn statement with the contracting officer or Purchasing Director, as applicable. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

THE INCLUSION OF THE SWORN STATEMENT OR AFFIDAVIT SHALL BE SUBMITTED CONCURRENTLY WITH YOUR BID, BID OR REPLY DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE, BID OR BID.

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON **PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the _____. Bid/Bid for THE CITY OF TITUSVILLE.

2. This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification (FEIN) is _____.

3. My name is _____ (please print name of individual signing) and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, Bid, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

(1) A predecessor or successor of a person convicted of a public entity crime; or

(2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____
(Signature)

Date: _____

Notary Public Information

STATE OF_____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____, _____ , by _____.
(year) (name of person acknowledging).

_____ _____
(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public - State of Florida)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

PLEASE COMPLETE AND SUBMIT WITH BID

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Affiant, by virtue of the signature below, certifies that:

1. The Business address of _____ (name of bidder or contractor) is_____.
2. My relationship to _____ (name of bidder or contractor) is_____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. _____ (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. _____ (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. _____ (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

_____

Signature Printed Name Title Name of bidder or contractor

Notary Public Information

STATE OF_____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____, _____ , by _____.
(year) (name of person acknowledging).

_____ _____

(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public -)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

PLEASE COMPLETE AND SUBMIT WITH BID

City of Titusville
E-Verify Affidavit

Obligation for State Funded Contracts:

Executive Order 11-116, which supersedes Executive Order 11-02, directs all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

In accordance with Executive Order 11-116, City of Titusville requires all vendors doing business with the City who are awarded state-funded contracts to verify employee eligibility using the E-Verify system. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (http:// www.uscis.govle-verify) and follow the instructions. The employer must, as usual, retain the 1-9 Forms for inspection.

By affixing your signature below, you hereby affirm that you will comply with E-Verify requirements.

Federal Employer Identification Number (FEIN): _____

_____ _____ _____
Printed Name of Affiant Printed Title of Affiant Signature of Affiant

_____ _____
Name of Contractor Date

_____ _____ _____
Address of Contractor State Zip Code

Notary Public Information

STATE OF_____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____, _____ , by _____.
(year) (name of person acknowledging).

_____ _____
(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public -)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

PLEASE COMPLETE AND SUBMIT WITH BID

DRUG-FREE WORKPLACE CERTIFICATION

In case of tie bids, preference must be given to vendors submitting a certification with their bid/ Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your bid.

In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph. (4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Contractor complies fully with the above requirements.

_____

Vendor's Signature, Title, Date

Notary Public Information

STATE OF_____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____, _____ , by _____.

(year) (name of person acknowledging).

_____ _____

(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public -)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Contractor Covered Transactions

(1) The prospective contractor _____ of the City of Titusville, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR: _____

Signature

Name and Title

_____

Street Address

_____

_____

City, State, Zip

Date

CITY OF TITUSVILLE: _____

Contract Number

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATION OF BIDDER
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective Consultant, or any of their proposed subconsultants, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

1. Bidder has participated in a previous contract or subconsultant subject to the Equal Opportunity Clause.

   _____ Yes _____No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

   _____ Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions.

   _____ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? _____Yes _____No

_____

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE DATE

PLEASE COMPLETE AND SUBMIT WITH BID

FORM OF NON-COLLUSION AFFIDAVIT

(This Afffdavit is Part of Bid)

BID CERTIFICATION FORM OF NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of Bid) STATE OF _____)

) SS.

COUNTY OF_____)

~~being first duly sworn, deposes and says that he is~~

_____(Sole owner, a Partner, President, Secretary, etc.)_____

of

the party making the foregoing Bid or Bid that such Bid is genuine and not collusive or sham; that said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with any BIDDER or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other BIDDER, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other BIDDER, or to secure any advantage against CITY any person interested in the proposed Contract; and that all statements in said Bid or Bid are true; and further, that such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or date relative thereto to any association or to any member or agent thereof.

_____

(Bidder)

Notary Public Information

STATE OF_____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____, _____ , by _____.
(year) (name of person acknowledging).

_____ _____

(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public -)

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

PLEASE COMPLETE AND SUBMIT WITH BID

DISCLOSURE FORM
FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF $100,000 OR MORE

Summary of Form: In order for the City to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the City, or receive a grant from the City, where said contract or grant has a value of $100,000 or more must disclose to the City (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as 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 Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one 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. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER $100,000. If yes, this disclosure form has been completed. Please sign and date at the bottom.

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER $100,000. If yes, proceed to the next question.

YES / NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

SECTION II. Please answer yes or no to the statement below:

YES / NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as 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 Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a

value of $50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.

YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: _____

Name of Bidder/Grantee: _____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: _____

Date of Termination of the contract or interest with the Foreign Country of Concern:

Date of Receipt of the Contract/Grant or Gift: _____

Name of the agent or controlled entity that is the source or interest holder:

_____

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Company Name _____

Signature:_____ Date:

Title:_____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online notarization, this _____ day of_ , _____ , by (name of person making statement).

[Notary Seal]

Notary Public

_____

Name typed, printed or stamped

_____

My Commission Expires:

_____

Personally Known OR _____ Produced Identification

Type of Identification Produced_____

Date

_____

EIN of Prospective Contractor – print/type

_____

***Use City Form once Project Awarded-ONLY**

PERFORMANCE & PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That _____ as Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the City of Titusville, hereinafter called Owner, in the amount of _____ (Dollars) ($_____) for the payment whereof the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated this _____ day of _____ , _____, entered into a contract with the Owner for:

_____

_____ a copy of which said Contract is incorporated herein by reference and is made part hereof as if fully copied here.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Contractor shall indemnify the Owner against and from all costs, expenses, damages, injury or conduct, want of care of skill, negligence or default, including patent infringement on the part of said Principal, agents or employees in the execution or performance of said Contract, in the time and manner prescribed in the Contract. If such Contractor(s) shall promptly make payments to all persons supplying him, them, or it, labor, material and supplies used directly or indirectly by said Contractor(s), Subcontractor(s) in the performance of the work provided for in said Contract as prescribed by Florida Statutes Sections 224.05 or 713.01/713.23, whichever is applicable to this contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect and the Principal and the Surety jointly and severally agree to pay the Owner any difference between the amount to which the said Principal would be entitled on the completion of the Contract, and that amount which the Owner may be obligated to pay for the completion of the Contract, and that amount which the Owner may be obligated to pay for the completion of said work by Contract or otherwise, and any damages, direct or indirect or consequential, which the Owner may sustain due to such work, or due to the failure of the Contractor to properly execute and keep all the provisions of the Contract.

Contractor agrees to indemnify Owner and Owner's representatives, agents, and employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees,

because of any injury or damage sustained by any person or property because of the said Contractor's operations relating to this Contract; or because of or in consequence of any neglect causing bodily injury, illness, or death, or property damage; or through the use of unacceptable materials in constructing the work; or because of any act or omission by said Contractor or that of a Subcontractor, or anyone employed by them; or because of any claims or amounts or for whose acts Contractor or a Subcontractor may be liable; recovered from any infringement or patent, trademark or copyright; or from any claims or amounts arising or recovered under Workers Compensation Law or any other laws. Should the Contractor not have adequate insurance coverage and the Purchasing & Contracting Administrator deem it necessary, the amount in questions may be retained from the amount due the Contractor under his Contract, or in case no money is due, his surety may be held until such suits, actions, injuries, or claims for damages shall have been settled and evidence to that effect furnished to the Purchasing & Contracting Administrator.

The condition of this obligation is such that said Principal & Surety further bind themselves, their heirs, successors, executors, administrators or assigns, jointly and severally, that if they fail to pay for any materials, provisions, or other supplies, for or about the performance of the work contracted to be done- or for any work or labor of any kind, or for amounts due, the surety on this bond will pay for the same, in an amount not exceeding the sum specified in this bond, and in case suit is brought upon this bond will also pay a reasonable attorney's fee, or agrees to pay the Owner any sum which the Owner may be compelled to pay because of any lien for labor or material furnished for the work specified by said Contract.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

SIGNED AND SEALED THIS _____ day of _____, _____.

WITNESS:

PRINCIPAL:

Name

Name of Firm

Address

Signature of Authorized Officer

Title

Business Address

City/State/Zip

WITNESS:	SURETY:
Name	Name of Firm
Address	Signature of Authorized Officer
	Title
	Business Address
	City/State/Zip
	Name of Local Agent
	Contractor’s Director of Finance

APPROVED AS TO FORM:	ADMINISTRATIVE REVIEW:
_____	_____
City Attorney	Purchasing & Contracting Admin.

NOTE: If you do not intend to bid on this requirement, please return this form to:

City of Titusville Purchasing and Contracts
555 S Washington Ave
Titusville, FL 32781

We the undersigned have declined to bid on your Bid No. _____ for the following reason(s):

_____ Specifications too "restrictive," i.e., geared toward one brand or manufacturer only (please specify below)
_____ Insufficient time to respond to the Invitation to Bid

_____ We do not offer this commodity/service or equivalent

_____ Our product schedule would not permit us to perform

_____ Specifications unclear (please specify below)

_____ Unable to meet bond or insurance requirements

_____ Remove our company from Vendor database for this commodity/service

_____ Other (please specify below)

Remarks:_____

_____

_____

_____

PLEASE PRINT COMPANY NAME:
COMPANY ADDRESS:
TELEPHONE NUMBER:
PRINTED SIGNATURE:
AUTHORIZED SIGNATURE:

***Use City Form once Project Completed-ONLY**

RELEASE OF LIEN

STATE OF FLORIDA)
COUNTY OF BREVARD)

CONTRACTOR'S FINAL AFFIDAVIT AND RELEASE OF LIEN

Before me, the undersigned authority, personally appeared _____

who, first being duly sworn, upon his oath deposes and says that:

1) He is _____
(Title of Officer)

of _____
(Name of Company)

doing business in the State of Florida, hereinafter called Contractor.

2) Contractor pursuant to a Contract dated _____, hereinafter referred to as Contractor, with City of Titusville, Florida, hereinafter referred to as Owner, has heretofore furnished or caused to be furnished labor, material and services for the construction of certain improvements as more particularly set forth in said Contract.

3) Contractor represents that all work to be performed under the aforesaid Contract has been fully completed and that all persons and firms who furnished material, labor and/or services incident to the completion of said work have been paid in full except to the following:

NAME ADDRESS AMOUNT DUE

_____

(Write in "None" if all persons and firms have been paid in full)

4) The undersigned affiant for and in consideration of final payment to him in the amount of $_____, and all other previous payments paid by Owner to Contractor, does hereby for and in behalf of the Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises owned by Owner on which improvements have been completed in connection with the aforementioned Contract.

5) The affiant herein does hereby represent that he has authority to execute a full and final Release of Lien for and in behalf of the contractor as set forth above.

6) The affiant herein makes this Affidavit and Release of Lien for the express purpose of

inducing Owner to make final disbursement and payment to the Contractor in the amount of $_____.

7) This Affidavit and Release of Lien is made by affiant with full knowledge of the applicable laws of the State of Florida. In addition to such rights as maybe afforded to Owner under said applicable laws, affiant expressly agrees to indemnify and save Owner harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of claims by laborers, subcontractors or materialmen who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the work performed under the aforementioned contract.

Name of Corporation_____

By: _____
President

(Corporate Seal)

Attest:

Name of Corporation _____

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public
State of Florida at Large

My Commission Expires: _____

City of Titusville

Safety Requirements for Contractors

Purpose

The Safety Requirements for Contractors and Subcontractors is intended to assure the safety of City of Titusville employees and the public who may be in proximity to renovation, demolition, installation, or maintenance operations conducted by Contractors or Subcontractors. Every Contractor is expected to take steps as necessary to protect the safety and health of City employees, visitors and the public during the performance of their work. Each Contractor that coordinates the work of Subcontractors shall assure that they abide by the requirements outlined herein.

Application

Each department that coordinates or uses the services of a Contractor to perform maintenance, repair, installation, renovation or construction-related operations is expected to designate one or more persons to coordinate this program within his or her department. These Project Managers or Project Coordinators will assure that the Contractor is:

- Informed of the presence of hazards in or near the work area.
- Informed about requirements related to asbestos, lead, confined space entry, lockout/tagout, hot work, maintenance of traffic and excavation operations.
- Aware of the City's expectations regarding safety compliance and the control of worksite hazards.

Scope

This program applies to all City of Titusville projects, and to all work performed by Contractors or Subcontractors on City of Titusville properties

General Requirements

A copy of this document shall be made available upon request to prospective bidders/offerors at the pre-bid/pre-proposal conferences for the work. This document shall be either included with, or referenced in, the contract documents.
Submittals, where required from the Contractor by this document, shall be made in writing directly to the Purchasing and Contracting Division and copied to the Project Manager/Coordinator. Submittals shall be made sufficiently in advance to avoid delay of the project.

Where review, approval, or coordination of submittals is required, submittals shall be made at least ten (10) working days prior to the start of the project unless prior arrangements have been made. Post-job submittals, where required as outlined in this document, shall be made no later than fifteen (15) working days after completion of the project or as specified herein.

The Contractor shall provide the Project Manager/Coordinator with emergency contact phone number(s), usable 24 hours a day, for the Contractor's representative.

The Contractor bears sole responsibility for the safety of his or her employees. The Contractor is expected to take all steps necessary to establish, administer, and enforce safety rules that will meet

the current requirements of the Occupational Safety and Health Administration (OSHA) and any other state or local standards, regulations or codes. These regulations include, but are not limited to:

- Title 29 of the Code of Federal Regulations (CFR) Parts 1910, Occupational Safety and Health Administration (OSHA) Standards for General Industry,
- Title 29 of the Code of Federal Regulations (CFR) Parts 1926, Occupational Safety and Health Administration (OSHA) Standards for the Construction Industry.

The Contractor bears sole responsibility for communication of safety-related information and requirements to his or her Subcontractors. The Contractor shall assure that his or her Subcontractors comply with the requirements outlined herein.

Control of Fugitive Emissions

The Contractor shall take all necessary precautions to control or contain fugitive emissions from the job site. Fugitive emissions include, but are not limited to:

- Nuisance dust,
- Chemical odors/vapors,
- Hazardous materials (such as lead dust or asbestos), and
- Noise.

Where the product(s) or material(s) to be used by the Contractor has a permissible exposure limit (PEL) established by OSHA, the contractor shall submit a written plan to the Project Manager/Coordinator prior to the work. This plan shall detail the methods that will be employed by the Contractor to limit, control or eliminate exposure of City employees or the public to these hazards. Where engineering controls will not control fugitive emissions of these chemicals or materials or are not feasible, the contractor shall monitor, or shall contract to have monitored, work area exposure conditions. Monitoring shall occur, at a minimum, during the start of work and whenever there is a change in procedure, process, or chemical or material used. A copy of the monitoring results shall be submitted to the Project Manager/Coordinator within 24-hours of receipt by the Contractor.

Accidental Spills and Releases

In the event of an accidental release or spill of chemicals or other hazardous materials the Contractor shall:

- Immediately take action as appropriate to contain the spill if this action can be taken without jeopardizing the health or safety of employees,
- Notify the fire department, or other entities as needed or required,
- Contact Human Resources Risk Manager at 321-567-3730, and
- Contact the Project Manager/Coordinator.

All costs associated with responding to or remediation of a chemical or hazardous material spill or release is the responsibility of the Contractor.

Other Potential Safety Hazards

The Contractor shall abide by the requirements of any sign posted in a building that requires the use of specific personal protective equipment, that restricts access to qualified or authorized persons only, or that establishes requirements for entry.

The Contractor shall abide by all safety rules and procedures, including training, as noted on the plans and specifications relating to work in areas that may be contaminated with arsenic.

Asbestos and Suspect Asbestos Containing Materials

It will be the responsibility of the Contractor to provide his or her own asbestos awareness program which shall include, but is not limited to, the information contained in this section and the OSHA asbestos-related regulations (29 CFR 1926.1101). Verification that this training has been conducted shall be supplied to the City upon request.

Contractors employed by the City to perform building or facilities-related maintenance, repair or renovation shall be informed by the Project Manager/ Coordinator of the location of suspect and known asbestos-containing materials (ACM) in the work area(s) to which they are assigned by one of the following means:

- The Project Manager/Coordinator shall provide the Contractor with a copy of an asbestos inspection report specific to their work and the materials that are to be disturbed, or
- Where the construction documents for a project clearly detail asbestos locations within the work area, these documents may serve in lieu of the inspection report.

An asbestos inspection report may, at the discretion of the Purchasing and Contracting Division, be prepared by an asbestos contractor licensed in Florida to perform the duties of Asbestos Inspector and Asbestos Management Planner.
Contractors shall, under no circumstances, damage or disturb suspect or known ACM unless they are a licensed Asbestos Abatement Contractor and have been specifically employed to perform asbestos repair or removal. If suspect asbestos materials are discovered during the course of the work, the Contractor shall stop work immediately and notify the Project Manager/Coordinator.
The Contractor shall not proceed with any change in work which requires a material to be disturbed that the asbestos inspection report, or construction documents show has not previously been tested (e.g. "suspect" ACM). If a change in the scope of work becomes necessary, the revised scope of work shall be reviewed and pre-approved by an authorized person.
Asbestos materials may not be used or installed in any City facilities.

Lead-containing Materials

Contractors employed by the City to perform building or facilities-related maintenance, repair or renovation shall be informed by the Project Manager/Coordinator of the location of lead-containing building materials in the work area(s) to which they are assigned by one of the following means:

- The Project Manager/Coordinator shall provide the Contractor with a copy of a lead inspection report specific to their work and the materials that are to be disturbed, or
- Where the construction documents for a project clearly detail the location of lead-containing materials within the work area, these documents may serve in lieu of the inspection report.

A lead inspection report may, at the discretion of the Purchasing and Contracting Division, be prepared by a lead contractor licensed in Florida to perform the duties of Lead Inspector.

Contractors that will disturb lead-containing building materials during the course of the work shall take all necessary precautions to protect City employees, and the public from exposure to lead dust or contamination. These measures shall conform, at a minimum, to the OSHA requirements detailed

in 29 CFR 1926.62 and applicable local, state and federal regulations. The Contractor shall submit a copy of his or her lead compliance program, as required by 29 CFR 1926.62(e), with required supporting documentation for prior review and approval. This submittal shall be made sufficiently in advance of construction to avoid delay of the project.
A copy of the analytical report(s) for any personal air samples taken during the course of the work shall be provided to the City.
The Contractor shall not proceed with any change in work that requires a material be disturbed that the lead inspection report, or construction documents shows has not previously been tested unless pre-approved work procedures will be followed.
Where lead-containing materials will be disturbed or removed during the course of work, the Project Manager/Coordinator shall determine disposal requirements. If the lead-containing materials will constitute a hazardous waste, disposal of these materials shall be in accordance with applicable local, state and federal requirements. The disposal requirements must be established during the design of the project.

Confined Spaces

When the Contractor must perform work that involves entry into a permit-required confined space, the Project Manager/Coordinator shall:

- Inform the Contractor that the workplace contains permit spaces and that permit space entry is allowed only through compliance with a permit space program meeting the requirements set forth by OSHA (1910.146).

- Apprise the Contractor of the elements, including the hazard(s) identified and the City's experience with the space that make it a permit-required confined space.

- Apprise the Contractor of any precautions or procedures that the City has implemented for the protection of City employees in or near permit spaces where contractor personnel will be working.

- Coordinate entry operations with the Contractor when both City personnel and contractor personnel will be working in or near permit spaces.

- Debrief the Contractor at the conclusion of the entry operations regarding the permit space program followed and any hazards confronted or created in permit spaces during entry operations.

- Provide a copy of the City of Titusville's Confined Space Entry Program to the Contractor upon request.

Information on City's Confined Space Entry Program and information on specific confined spaces on City of Titusville properties may be obtained by contacting the Water Resources Safety Coordinator at 321-567-3855.

Each Contractor who is retained to perform work that will require permit space entry operations shall:
- Coordinate entry operations with the Project Manager/Coordinator when both the Contractor and City personnel will be working in or near permit spaces,
- Inform the Project Manager/Coordinator in writing of the permit space program the Contractor will follow, including written certifications for Entry Supervisors, Attendants or Entrants.

- Inform the Project Manager/Coordinator of any hazards confronted or created in permit spaces during entry operations.
- Provide a copy of the Contractor's Confined Space Program to the City upon request.
- Inform the Project Manager/Coordinator in writing of the rescue services/team they will be using during permit entry.
- Provide a copy of the canceled permit(s) to the Project Manager/Coordinator and Water Resources Safety Coordinator at the conclusion of entry operations.

Hazard Communication

Chemicals are used at City of Titusville facilities. Chemical use is routine in, but is not limited to, the following areas or locations:

- Laboratories.
- Fume hood exhausts on the roofs of laboratory buildings. (In general, signs have been posted on the roof access hatch or door restricting access to the roofs of buildings where fume hood exhausts are located).
- Chemical stock rooms.
- Chemical waste accumulation areas.
- Water Production and Reclamation Facilities
- Paint and chemical storage areas.
- Maintenance Facilities.

The Project Manager/Coordinator shall inform the Contractor of the following:

- Known hazards and any required safety procedures that must be followed in the Contractor's work area.
- Method for obtaining access to Material Safety Data Sheets (MSDS) for hazardous chemicals present in the Contractor's work area.
- Information about the labeling system used in the work area.
- Emergency procedures that the Contractor is to follow in the event of accidental exposures or releases of hazardous chemicals.

MSDS are required to be maintained and to be accessible to employees in each work area, and MSDS for all chemicals may be obtained from the Human Resources Risk Manager.

The Contractor shall maintain, on-site, MSDS for all hazardous chemicals used or stored at that job site. Copies of MSDS shall be provided to the Project Manager/Coordinator by the Contractor prior to start of work.

The Contractor shall take precautions to ensure hazardous chemicals or materials are handled and disposed of in accordance with federal and state regulations. Where a hazardous waste disposal manifest is required by these regulations, the Contractor shall Project Manager/Coordinator to assure that manifesting; storage, and the proposed disposal method and disposal site meet requirements. The Contractor shall supply a copy of the completed waste manifest to the Project Manager/Coordinator within 24-hours of receipt.

Where the Contractor has secured air samples documenting employee exposure to airborne chemical or particulate hazards during the course of their work, a copy of all air samples results shall be provided to the Project Manager/Coordinator within 24-hours of receipt by the Contractor.

Electrical Safety and Lockout/Tagout

The Project Manager/Coordinator shall inform the Contractor of City of Titusville lockout/ tagout procedures.

The Contractor shall ensure that his/her personnel understand the City's energy control procedures and comply with the requirements of the City's lockout/tagout program.

A copy of the City's Electrical Safety and Energy Control Policy programs shall be provided to the Contractor upon request. If the Contractor will be using their own lockout/tagout procedure, the Project Manager/Coordinator shall ensure that City personnel in the work area understand the Contractor's control procedures and that they comply with the requirements of the Contractors' program. A copy of the Contractor's electrical safety and lockout/tagout programs shall be made and provided to the City before commencement of work.

Trenching and Excavations

The Contractor shall coordinate trenching and excavation work with the Project Manager/Coordinator, and Sunshine One Call (by dialing 811) to assure the coordination of work and shutdown of utilities if necessary.

The design of sloping and benching systems, support systems, shield systems or other protective systems shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926 Subpart P.

Trenching or excavations below the level of the base or footing of any foundation or retaining wall, or adjacent to any utility, sidewalk or roadway, will not be permitted unless:

- A support system, such as underpinning, is provided to ensure the safety of employees and the stability of the structure, or
- The excavation is in stable rock, or
- A registered professional engineer has approved the determination that the structure is sufficiently removed from the excavation so as to be unaffected by the excavation activity, or
- A registered professional engineer has approved the determination that such excavation work will not pose a hazard to employees or the structure.

This determination is the responsibility of the Contractor except as permitted, required or otherwise allowed by the project specifications or drawings.
The Contractor shall notify the Project Manager/Coordinator of the name of the individual that is to serve as the Contractor's competent person as defined by this program and the OSHA regulations. The Contractor's designated competent person shall maintain a written log of the daily inspections made of excavations, adjacent areas, and protective systems. A copy of this written log shall be made available to the City upon request. Where the design of a sloping and benching system, support system, shield systems or other protective systems requires review and approval by a registered professional engineer, the Contractor shall submit a copy of the completed review to the Project Manager/Coordinator prior to start of work.

Fall Protection

Fall protection may be needed in work involving ramps, runways, and other walkways; excavations; hoists; holes; form work and reinforcing steel; leading edges; unprotected sides and edges; overhand bricklaying and related activities; roofing; pre-cast concrete erection; wall openings; scaffolds; ladders; and other walking/working surfaces, in accordance with 29 CFR 1926 Subpart M. Protect employees working 6 feet (1.8 meters) or more above a lower level and those who may fall into dangerous equipment. Typical fall protection systems include controlled access zones, guardrails, fences, covers, safety nets, and personal fall arrests.

For work conducted for the City of Titusville in which fall hazards are present, use employees trained on how to recognize and minimize fall hazards and how to properly use fall protection systems and equipment. MAKE DOCUMENTATION OF TRAINING AVAILABLE to the City upon request.

Hoists and Cranes

Designate a competent person who will inspect all machinery and equipment prior to each use, and during use, to make sure it is in safe operating condition. Repair deficiencies and replace defective parts before continued use. Install barricades to prevent injury to employees or passers-by (Reference 29 CFR 1926, Subpart N).

Do not exceed safe working loads. Take precautions to prevent physical contact with power lines either by maintaining adequate distance, use of insulating barriers, or de-energizing of power lines, as appropriate.

Properly anchor equipment and do not use roofs or walls for a supporting brace.

Hot Work

Contractors performing hot work shall maintain a Hot Work Permit Program complying with the OSHA requirements found in 29 CFR 1926.352, ANSI Z49.1-88 and NFPA 51B. Examples of hot work include, but are not limited to, use of open flames, compressed gases or supplied fuel burning, brazing, cutting, grinding, soldering, thawing pipe, torch applied roofing, and welding. A copy of the canceled permit(s) shall be provided to the Project Manager/Coordinator after completion of the work.

Work Area Traffic Control

An approved traffic control plan is required in accordance with the Florida Department of Transportation and the Manual of Uniform Traffic Control Devices, Part VI, and Plans and Specifications. Use and submittal of the FDOT Index 600 series is acceptable by the City.

Personal Protective Equipment

Personal protective equipment such as hard hats, eye protection, foot protection, hearing protection, respirators, etc., shall be worn as required, in accordance with OSHA regulations.

Work Site Inspections

Unannounced work site inspections may be conducted by City Safety Representatives or designated departmental personnel. These inspections are conducted solely for the benefit of the City, and shall not relieve the contractor of responsibility for enforcement of, and compliance with OSHA and other state and local regulations.

In the event that work site conditions exist that potentially impact the safety of City employees or the public, the inspector shall issue a verbal or written warning to the Contractor and shall notify the Project Manager/Coordinator. If the unsafe conditions cannot be immediately corrected and represent a danger or have the potential to harm employees, or the public, then the inspector will:

- Detail the OSHA violations that were noted, and explain the potential impact upon employees, or the public,
- Require that the Project Manager/Coordinator have the Contractor stop work until the unsafe conditions can be mitigated,
- Issue a formal written report of the violations to the Contractor. This report shall be copied to the Project Manager/Coordinator.

Reports of deficiencies may be factored into the evaluation of the contract by the City, and may be included in a vendor complaint file that is available for review by other state agencies.

Repeat safety violations and/or a single serious, willful safety violation by a Contractor may warrant review and termination of the contract.

"Serious, willful safety violation" is defined, for the purposes of this program, as a work activity with a substantial probability that death or serious physical harm could result, and where the potential hazard was known or should have been known, but where the work activity was continued, regardless of the existence of the potential safety hazard.

Definitions

Competent Person: As related to excavation, trenching or shoring work, the Contractor's "competent person" means one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

Confined Space: A confined space is a space that is large enough for a person to enter, that has limited means for entry or exit, and that is not designed for continuous occupancy. Examples include tanks, silos, storage bins or hoppers, utility vaults, and pits.

Purchasing and Contracting Division: The Division of the Support Service's Department at the City that has contracted for work to be performed by a Contractor.

Contractor: An entity or agency employed by the City to perform the installation or maintenance of equipment, or the renovation or construction of a building, room or facility on City property.

Lockout/Tagout: A program used to ensure that employees are protected from sources of potentially hazardous energy. The program requires that hazardous energy sources be identified and locked and/or tagged-out before work is done on the system(s).

Maintenance of Traffic: Maintenance of Traffic is a reference to the Florida Department of Transportation requirement for an approved traffic control plan and FDOT certification of contractor personnel responsible for supervision, placement, maintenance or inspection of work

zone traffic control, in accordance with the FDOT Roadway and Traffic Design Standards, Index 600 and Part VI of the Manual of Uniform Traffic Control Devices, and Plans and Specifications.

Permit-required confined space: A permit-required confined space is a confined space that contains potential or known safety hazards that must be dealt with prior to or during entry to assure the safety of those employees performing the work.

Project Manager/Coordinator: The individual(s) within a Department that has been assigned duties related to oversight or coordination of work performed by a Contractor as defined in this program.

Appendix A

The following checklist is provided to assist the Project Manager/Coordinator with complying with the requirements outlined in this program.

Name of Project Manager/Coordinator:	
Work Site(s) and Location(s):	
Applicable Date(s):	
Contractor Name:	
Contractors Representative:	
24-hour phone number:	

Action Required	
Traffic Control Plan Required? If yes, is the Contractor certified by the FDOT for Maintenance of Traffic?	☐ Yes ☐ No
Asbestos review required? If yes, provide inspection report to Contractor or assure that the Construction Documents detail the location(s) of asbestos within the work area.	☐ Yes ☐ No
Lead materials review required? If yes, provide inspection report to Contractor or assure that the Construction Documents detail the location of lead-containing materials within the work area.	☐ Yes ☐ No
Will the work require entry into a permit-required confined space?	☐ Yes ☐ No
• If yes, inform the Contractor about known hazards and history of entry operations for each space that they will enter. Contact Water Resources Safety Coordinator at 321-567-3855 for assistance as needed. • If yes, the Project Manager/Coordinator will debrief the Contractor after the work in these spaces is completed.	
• Will both the Contractor and City personnel be working in or near the permit-required confined space(s)?	☐ Yes ☐ No
• If yes, determine if the Project Manager/Coordinator or the Contractor will coordinate entry operations to assure that everyone is aware of any work that is taking place that could affect personnel in the confined space. • If yes, provide a copy of the City's Confined Space Program to the Contractor and require that he or she conform to the requirements of that program. • If yes, at the end of entry operations, obtain a copy of all canceled permits, and send a copy of this information to the Water Resources Safety Coordinator.	

Hazard Communication: Provide the following to the Contractor: • Information on precautions and safety procedures that must be followed in the work area. • Access to MSDS for hazardous chemicals located in the work area. • Information regarding the labeling system used in the work area. • Emergency procedures to be followed in the event of accidental exposure or release of hazardous chemicals or materials. Obtain a list of, and MSDS for, all chemicals that the Contractor will be using. Provide a copy to Project Manager/Coordinator for review and approval. The Contractor understands that MSDS must be kept on-site for all chemicals used by the Contractor on City property, and that no other chemicals may be brought on-site without prior approval by the Project Manager/Coordinator.	☐ Yes ☐ No
Will Personal Protective Equipment be required on the project site? • If respiratory protection or hearing protection is required, obtain copies of the contractor's Respiratory Protection and Hearing Conservation Programs	☐ Yes ☐ No
Will work by the Contractor involve electrical or mechanical systems? • If yes, inform the Contractor of the lockout/tagout procedures followed by City personnel. Make sure that all City employees in the work area are aware of the Contractors lockout/tagout procedures.	☐ Yes ☐ No
Will Hot Work Permits be required during the Contractors work? If yes, coordinate Hot Work permits with designated personnel.	☐ Yes ☐ No
The Contractor understands that any hazardous waste generated during the work must be disposed of in a manner consistent with all applicable state and federal regulations, and that prior approval is required for the disposal method and disposal site?	☐ Yes ☐ No
The Contractor representative understands that it is his/her responsibility to relay the above information to other contract employees and his or her subcontractors.	☐ Yes ☐ No
The Contractor has been given the opportunity to ask questions and have those questions answered to his/her satisfaction.	☐ Yes ☐ No

Bidder Checklist

One (1) original hardcopy completed on the Bid Packet as furnished with one (1) electronic copy using a CD or USB drive. Following items must be included with submittal for Bid to be considered responsive.

- ☑ Bidder's Checklist & Addendum Acknowledgements – **Page 3**
- ☑ Bid Form and Price Proposal Form – **Page 87**
- ☑ Bid Bond ON BID BOND FORM PROVIDED – **Page 89**
- ☑ Certificate as to Corporate Principal – **Page 91**
- ☑ Affidavit – **Page 93**
- ☑ Subcontractor list – **Page 94**
- ☑ Questionnaire Form (including References) - **Page 95**
- ☑ Trench Safety – **Page 98**
- ☑ Public Entity Crimes - **Page 100**
- ☑ Scrutinized Companies Certificate: Pursuant to Florida Statute § 287.135 – **Page 103**
- ☑ E-Verify Affidavit E-Verify #_____ **Page 105**
- ☑ Drug Free Workplace Certification – **Page 106**
- ☑ Certification Regarding Debarment Suspension, Ineligibility,Voluntary Exclusion – **Page 107**
- ☑ Equal Employment Opportunity Certification – **Page 108**
- ☑ Form of Non-Collusion Affidavit – **Page 109**
- ☑ Disclosure Form Foreign Influence _ **Page 110**

Addendum Acknowledgment - Bidder acknowledges that the following addenda have been received and are included in this Bid:

☒ Addendum #1 Dated 01/26/2026

☒ Addendum #2 Dated 02/13/2026

☒ Addendum #3 Dated 02/26/2026

Proof that your firm is licensed to perform this work, proof of insurance, and all completed Required Forms within this packet must be included with this bid for your bid to be considered.

X Addendum #4 Dated 03/04/2026

X Addendum 5 Dated 03/10/2026

X Addendum #6 Dated 03/11/2026

PLEASE COMPLETE AND SUBMIT WITH BID

BID PRICE PROPOSAL
(Bid Form)

Project Identification: **KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS**

Project Bid No.: **26-B-026/LR**

TO: CITY OF TITUSVILLE:

In accordance with your advertisement inviting bids to be received at City Hall Purchasing & Contracting Division, 555 South Washington Avenue, Titusville, Florida, 32796 this Bid Proposal is submitted for the above captioned project.

NAME OF BIDDER: Masci General Contractor, Inc.	DATE: 03/20/2026
BUSINESS ADDRESS: 5752 S. Ridgewood Avenue Port Orange, FL 32127	
PHONE NUMBER: (386) 322-4500	FAX NUMBER: (386) 322-4600
EMAIL ADDRESS: masciestimate@mascigc.com	
BIDDER'S SIGNATURE & TITLE: Leonel Masci, P.E. - President	
CONTRACTOR'S FLORIDA LICENSE NUMBER (S): CGC1518864, CUCA56854, PE68418	
CITY OF TITUSVILLE BUSINESS TAX RECEIPT NUMBER: N/A	
FEID # 20-2045800	**SAMS REGISTRATION #** VDRMGBMHKME8

BIDDER DECLARATION/ACKNOWLEDGEMENT

THIS BID IS SUBMITTED TO THE CITY OF TITUSVILLE (AKA – OWNER):

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the City, in the form provided herein, to perform and furnish all Work specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid Form and the Agreement, and in accordance with the other terms and condition of the Contract Documents and Instructions to Bidders made a binding part of this bid.

2. Bidder accepts all of the terms of the Bidding Documents including without limitation those

addressing the disposition of the Bid Bond.

3. This bid will remain open for a period of ninety (90) consecutive calendar days after the date of the bid opening.

4. In submitting this Bid, the Bidder further represents and warrants as follows:
   a. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site conditions, locality, all applicable laws, regulations, jurisdictions, etc., which may affect cost, progress of the Work, performance or furnishing of necessary materials for the Work.
   b. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface of subsurface structures at or contiguous to the site (except Underground facilities) which have been identified in the supplementary conditions as provided for herein. BIDDER accepts determinations set forth hereby to the extent that "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as limited by the provisions associated with the data. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER'S purposes. BIDDER acknowledges that OWNER does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
   c. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and program incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
   d. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
   e. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and date with the Contract Documents.
   f. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by CITY is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
   g. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a farce or sham Bid; BIDDER

has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

h. BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete all work of the PROJECT within the Contract Time specified in the Construction Contract. BIDDER further accepts the provisions of the Construction Contract as to liquidated damages and agrees to pay as liquidated damages the amount stated in the Construction Contract and General Conditions, for each consecutive calendar day completion of the Work is delayed.

Completion Schedule

1) The Project shall be complete in 360_ **consecutive calendar days** from the official Notice to Proceed.

5. All bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.

6. In accordance with Instructions to Bidders, if the Contract is to be awarded, it will be awarded on the basis of the lowest "Total Base Bid" after adjustments for additive or deductive alternates. Additive or deductive alternates (if any) will be considered in determining the lowest responsive, responsible Bidder. The OWNER reserves the right to accept any or all additive or deductive alternates, in his sole discretion, prior to the award of the Contract. The OWNER also reserves the right to delete any portion of the Work as shown in the bid schedule prior to award and adjust each bidder's "Total Bid" accordingly.

7. The documents are attached to and made a condition of this Bid. PLEASE NOTE YOUR ACKNOWLEDGEMENT BY INITIALING IN SPACE PROVIDED ON PAGE 2 BID CHECKLIST.

Having carefully examined the Bid Documents, comprised of the plans, specifications, and all other documents bound herewith and or referenced hereby, any addenda or bulletin as prepared or sanctioned by the City and being familiar with the various conditions affecting the work, the Bidder proposes and agrees, if this Proposal is accepted, to execute all appropriate Contract Documents for the purpose of establishing a formal contractual relationship between him and the City, for the furnishing of all materials and the performance of all Work to which this bid proposal pertains and for which the following total bid is submitted:

Revised Addendum #6 - SCHEDULE OF BID ITEMS KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS Bid # 26-B-026 LR					
CITY OF TITUSVILLE					
KNOX MCRAE MASTER PUMP STATION PROJECT					
Item No.	**Description**	**UNIT**	**QTY**	**UNIT COST**	**TOTAL COST**
1	Mobilization/Demobilization	LS	1	$214,213.00	$214,213.00
2	Demolition	LS	1	$259,900.00	$259,900.00
3	Submersible Master Pump Station	LS	1	$2,579,774.00	$2,579,774.00
4	Standby Emergency Generator with Sub-Base Fuel Tank	LS	1	$259,300.00	$259,300.00
5	Biological Odor Control System	LS	1	$245,110.00	$245,110.00
6	24-inch Ductile Iron Force Main	LF	140	$1,465.00	$205,100.00
7	24-inch Gate Valve Assembly	EA	4	$48,259.00	$193,036.00
8	Connection to Existing Force Mains	LS	1	$49,987.00	$49,987.00
9	Influent Gravity Sewer	LF	40	$9,877.00	$395,080.00
10	Digester Debris Removal	CY	33	$545.00	$17,985.00
CONTINGENCY ITEMS					
11	Removal of Unsuitable Material	CY	50	$50.00	$2,500.00
12	Additional Select Fill	CY	50	$30.00	$1,500.00
13	Additional Concrete	CY	50	$500.00	$25,000.00
14	FPL Fee Allowance	LS	1	$50,000	$50,000
	TOTAL BID (NUMBER)				$4,498,485.00

Bidder proposes to do the Work for the above Bid for (words)

Four million, four hundred ninety-eight thousand, four hundred eighty-five dollars and no cents

($4,498,485.00).

THE ABOVE BID QUANTITIES ARE THE CITY'S ESTIMATED REQUIREMENTS AND WILL BE USED SOLELY FOR BID EVALUATION AND CONTRACT AWARD PURPOSES. THESE QUANTITIES DO NOT CONSTITUTE A GUARANTEE OF WORK OR INTENT THEREOF. THE CITY DOES NOT REPRESENT THAT THE ACTUAL QUANTITIES OF WORK PERFORMED WILL CORRESPOND WITH THE ABOVE BID QUANTITIES. FURTHERMORE, THE CONTRACTOR SHALL NOT PLEAD MISUNDERSTANDING OR DECEPTION BECAUSE OF QUANTITIES OR OF THE CHARACTER, LOCATION OR OTHER CONDITIONS PERTAINING TO THE WORK.

CONTRACTOR AGREES THAT PAYMENTS, FOR SATISFACTORY WORK PERFORMED, WILL BE BASED ON THE ACTUAL QUANTITIES OF WORK INSTALLED, AND THE ACTUAL QUANTITIES MAY BE GREATER THAN OR LESS THAN THE ABOVE BID QUANTITIES.

CONTRACTOR'S BID PRICES SHALL INCLUDE ALL SUPERVISION, LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, ADMINISTRATION, OVERHEAD AND PROFIT, AND ANY OTHER INCIDENTALS REQUIRED TO COMPLETE THE WORK TO THE CITY'S SATISFACTION AND READY FOR USE. NO SEPARATE PAYMENT WILL BE MADE FOR ANY OTHER ITEMS, REQUIRED TO BE PERFORMED BY THE CONTRACTOR TO COMPLETE THE WORK, WHICH ARE NOT CONTAINED IN THE ABOVE BID SCHEDULE. ACCORDINGLY, THE CONTRACTOR MUST INCLUDE ALL THE COSTS, FOR THE WORK AND THE SERVICES REQUIRED TO BE PERFORMED OR PROVIDED BY THE CONTRACTOR, IN THE CONTRACTOR'S BID PRICES FOR THE PAY ITEMS CONTAINED ABOVE.

THE FOLLOWING ITEMS AND THE COST OF SUCH WORK ARE SOME EXAMPLES OF WORK FOR WHICH NO PAY ITEMS HAVE BEEN ESTABLISHED AND CONSEQUENTLY THE CONTRACTOR MUST INCLUDE SUCH COSTS IN THE ABOVE BID ITEMS:

1. Maintaining and supporting existing above ground and below ground utility structures,
2. All other General Conditions including insurance, bonding, providing proper safety and sanitary facilities for workers, etc.
3. Any other required work or service not included in the Schedule of Bid Items.

The City reserves the right to award the contract to either the firm that submits the lowest "Bid Total Price" or the firm that submits the lowest bid price resulting from adding unit prices, provided that said bid is both responsive and responsible.

COMPANY NAME AND ADDRESS:	PHONE # (386) 322-4500
Masci General Contractor, Inc. 5752 S. Ridgewood Avenue Port Orange, FL 32127	FAX # (386) 322-4500 E-MAIL: masciestimate@mascigc.com FEIN # 20-2045800 DUNS# 825720191 SAMS # VDRMGBMHKME8
AUTHORIZED SIGNATURE: _____ PRINTED SIGNATURE: Leonel Masci, P.E. TITLE: President	
DATE SIGNED: March 20, 2026	

BID SECURITY

Accompanying this Proposal is a five percent (5%) **(circle one)** Certified Check, Bid Bond, Cashier's Check in the amount of Dollars ($ 224,924.25) as bid security.

*Use City Bond Form

PLEASE COMPLETE AND SUBMIT WITH BID

STATE OF FLORIDA)
COUNTY OF BREVARD)
CITY OF TITUSVILLE)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that Masci General Contractor, Inc. as Principal, and Arch Insurance Company as Surety, are held and firmly bound unto the City of Titusville, in the penal sum of Five Percent of Amount Bid---------- ----------(Dollars) ($----------5%----------), lawful money of the United States of America, for the payment of which sum well and truly be made, we bid ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid dated February 23rd, 2026, for: CN-26-B-026/LR, KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS 1135 Knox McRae Drive, Titusville, FL 32780

NOW THEREFORE,

(a) The principal shall not withdraw said bid within ninety (90) days after date of opening the same, and shall within twenty (20) days after the prescribed forms are presented to him for signature, enter into a written contract with the City, in accordance with the proposal as accepted, and five bonds with good and sufficient surety or sureties, as required, for the faithful performance and proper fulfillment of such contract: and,

(b) In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give bond within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, other wise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals, this 23rd day of February, 2026, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:

If Sole Ownership or Partnership, one (1) Witness is required. If Corporation, Secretary only will attest & affix seal.)

Surety Secretary Susan L. Reich

PRINCIPAL:

Masci General Contractor, Inc.
(Name of Firm)

Affix Seal

(Signature of Authorized Officer)

Leonel Masci - President
(Title)

5752 S. Ridgewood Avenue
(Business Address)

Port Orange, FL 32127
(City) (State) (zip)

SURETY:

Arch Insurance Company
(Corporate Surety)

Affix Seal

(Signature of Authorized Officer)

Jeffrey W. Reich*
Attorney-In-Fact & FL Licensed Resident Agent
(Title)

Harborside 3, 210 Hudson St., Suite 600,
(Business Address)

Jersey City, NJ 07311-1107
(City) (State) (zip)

*Florida Surety Bonds, Inc.
(Name of Local Insurance Agency)

620 N. Wymore Rd., #200, Maitland, FL 32751
(Address) Inquiries: 407-786-7770

The rate of premium on this bond is N/A per thousand.

Total amount of premium charges N/A .

(The above must be filled in by Corporate Surety.)

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond, that _____ who signed the said bond on behalf of _____the principal, was then _____of said corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and on behalf of said corporation by authority of its governing body.

(Corporate_____(Seal)
Secretary

STATE OF FLORIDA)
COUNTY OF ~~BREVARD)~~ ORANGE
CITY OF ~~TITUSVILLE)~~ MAITLAND

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared: Jeffrey W. Reich to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the Arch Insurance Company, and that he has been authorized by Arch Insurance Company to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Titusville, Florida.

Subscribed and sworn to before me this 23rd day of February, 2026,

INSTRUCTIONS: Bid Bonds must be accompanied by an affidavit and a Power of Attorney, in compliance with Instructions to Bidders.

Migdiel Burgos Notary Public by Physical Presence
12/17/2027
My Commission Expires

Notary Public State of Florida
Migdiel Burgos
My Commission HH 473765
Expires 12/17/2027

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Cheryl Foley, Emily Golecki, Jeffrey W. Reich, Kim E. Niv, Lisa Roseland, Robert P. O'Linn, Sarah K. O'Linn, Susan L. Reich and Teresa L. Durham of Maitland, FL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred and Fifty Million Dollars (150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof,** the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **30th day of September, 2025**

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company — Corporate Seal 1971 — Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
Michele Tripodi, Notary Public
Philadelphia County
My commission expires July 31, 2029
Commission number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2029

CERTIFICATION

I, **Regan A. Shulman** , Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated September 30, 2025** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 23rd **day of** February **20**26.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company — Corporate Seal 1971 — Missouri

***To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at* SuretyAuthentic@archinsurance.com**
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATE

I HEREBY CERTIFY that a meeting of the Board of directors of Masci General Contractor, Inc., corporation under the laws of the State of Florida held on the 20th day of March, the following resolution was duly passed and adopted:

"RESOLVED, that Leonel Masci, P.E., as President (title) of the corporation, is hereby authorized to execute the contract 20th day of March, 2026, between the CITY OF TITUSVILLE, a municipal corporation, and this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed shall be the official act and deed of this corporation."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 20th day of March, 2026.

Secretary

Notary Public Information

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of February, 2026, by Ignacio Masci.
(Year) (Name of person acknowledging).

TAMMY SCHNEIDER
MY COMMISSION # HH 686845
EXPIRES: October 10, 2029

(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public)

Personally Known ____ OR Produced Identification ____

Type of Identification Produced ____

PLEASE COMPLETE AND SUBMIT WITH BID

STATE OF FLORIDA)
COUNTY OF VOLUSIA) **AFFIDAVIT**
CITY OF PORT ORANGE)

Before me, the undersigned authority, personally appeared Leonel Masci, P.E.

who, first being duly sworn, upon his oath deposes and says:

That he is the (contractor) (sub-contractor) on the following described public works:

JOB DESCRIPTION: Knox Mcrae Master Pump Station Improvements

CONTRACTOR (SUBCONTRACTOR): Masci General Contractor, Inc.

ADDRESS:

5752 S. Ridgewood Avenue, Port Orange, FL 32127

CONTRACTING AUTHORITY: City of Titusville
PREVAILING WAGE DETERMINATION NO.: (as applicable) N/A

AND FURTHER AFFIANT SAYETH NOT.

Sworn to and subscribed before me this 20th day of March, 20 26.

TAMMY SCHNEIDER
MY COMMISSION # HH 686845
EXPIRES: October 10, 2029

Notary Public, State of FL at Large

10/10/2029
My Commission Expires

The contractor shall execute and mail this affidavit to the Florida Department of Commerce, Bureau of Workers' Compensation, Ashley Building, 1321 Executive Center Drive, East, Tallahassee, FL 32301, within ten (10) days of the commencement of work. Copies should be forwarded to the office of the Purchasing & Contracting Administrator.

PLEASE COMPLETE AND SUBMIT WITH BID

PERFORMANCE OF WORK BY SUBCONTRACTORS

The BIDDER hereby states that he proposes, if awarded the Contract, to use the following subcontractors on this project: List below all proposed subcontractors and trade specialties and costs. (List only one subcontractor for each item.) Write on back or provide additional pages if additional space is needed.

NAME OF SUBCONTRACTOR	TRADE OF SUBCONTRACTOR	COST OF WORK
Carter Electric	Electrical	$909,451.00
Decon	Asbestos Removal	$3,975.00
ProVac	Vac Services	$12,450.00
On-sight Video	Video	$945.00
Briel & Associates	Survey	$18,990.00
	TOTAL:	$945,811.00

PLEASE COMPLETE AND SUBMIT WITH BID

REFERENCE FORM BIDDER QUALIFICATION QUESTIONNAIRE

Submitted by Masci General Contractor, Inc.
Name of Bidder

Contractor's License # CGC1518864, CUCA56854, PE68418
( ) An Individual ( ) A Partnership ( ) A Corporation

Federal Identification # 20-2045800

Principal Office Address: 5752 S. Ridgewood Avenue, Port Orange, FL 32127

City of Titusville ☐Yes or ☒No: Other (City/County/Etc.) Port Orange/Volusia County

Please answer the following:

1. Number of years your firm/company has been in business under present name: 22 years.
2. Is your company incorporated in the State of Florida? ✓ Yes _____ No
3. Headquarter address if different from business address 5752 S. Ridgewood Avenue, Port Orange, FL 32127
4. How many years' experience in water wastewater master pump projects similar in scope and size has your organization had

   As a Contractor? 30+ Years As a Subcontractor? 30+ years
5. List below (minimum 3/maximum 5) the requested information concerning projects your organization demonstrating years of experience for completed fuel site new and/or replacement projects. (Use additional sheets if necessary). Include the type of work similar to the work included in this contract if possible.

(A) Business/Organization (Nam): City of Edgewater

Address: PO Box 100 Edgewater, Florida 32132

Contact Person (Name): Brad Blais Telephone: (386) 761-6810

Fax and/or Email: brad.blais@meadhunt.com

Date of Service: June 2011 Contract Total: $1,682,387.01

Description of Service: Pump station and ground storage tank

Project Name: City of Edgewater Southeast Storage and Pump Station

(B) Business/Organization (Name): Florida Department of Transporation

Address: 600 Suwanee Street Tallahassee, Florida 32399

Contact Person (Name): Scot Stagg, Project Administrator Telephone: (407) 319-7460

Fax and/or Email: sstagg@drmp.com

Date of Service: September 2025 Contract Total: $20,882,242.49

Description of Service: Milling, resurfacing, utility improvements, 16" DI water Main 7000+LF, hardscape, pond, etc. Project Name: T5736 Oviedo

(C) Business/Organization (Name): City of Edgewater

Address: PO Box 100 Edgewater, Florida 32132

Contact Person (Name): Pat Drosten Telephone: (386) 424-2400

Fax and/or Email: pdrosten@cityofedgewater.com

Date of Service: January 2020 Contract Total: $3,708.664.00

Description of Service: Reclaimed water main extensions, - 8", 12", and 16 ", HDPE, concrete, etc. Project Name: Reclaimed Water Main Extensions Phase I, II, and III

(D) Business/Organization (Name): _____

Address: _____

Contact Person (Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

(E) Business/Organization (Name): _____

Address: _____

Contact Person (Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

6. Have you ever failed to complete any work awarded to you? If so, where, and why?
No,

7. Give below any information which would indicate the size and capacity of your organization, including number of employees, equipment owned by your organization, etc., which are available for utilization on this Contract. 275 employees and equipment list provided (all equipment available)

I, the undersigned, do hereby declare that the foregoing statements are true and correct, all as of the date hereinafter set forth, and that those examining this document have my permission to contact any or all of those parties listed in this questionnaire. Incorrect or misleading statements in this questionnaire shall be grounds for a determination of non-responsibility with respect to such contractor.

(SIGNATURE OF BIDDER)

Masci General Contractor, Inc.

(TYPE OR PRINT COMPANY NAME)

5752 S. Ridgewood Avenue, Port Orange, FL 32127

(TYPE OR PRINT ADDRESS)

PLEASE COMPLETE AND SUBMIT WITH BID

FLORIDA TRENCH SAFETY ACT
CERTIFICATION AND DISCLOSURE STATEMENT

The undersigned acknowledges the requirements of the Florida Trench Safety Act., F.S., (Section 553.60 et. seq. Florida statutes), and hereby commits the Bidder to the following in the performance of the work in the event that the subject contract is awarded to and executed by said Bidder.

1. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State Standard until such time as the State of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.

2. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.

3. The Contractor shall consider the geotechnical data available from the City, if any, the Contractor's own sources, and all other relevant information in providing the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibility for the selection of the data on which he relies in providing the safety system, as well as for the system itself.

4. The amounts that the Bidder has set forth for pipe installation includes the following excavation / trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit prices shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Contract time or price shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
a.	Trench Box	LF	1000	$10.00	$10,000.00
b.					
c.					
d.					
e.					

For Information Only, Not for Payment Purposes $
Bidder may use additional sheets as necessary to extend this form.
Failure to complete the above may result in the bid being declared non-responsive.

5. The amount disclosed is the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as may otherwise be provided).

6. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representative has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

Masci General Contractor, Inc.
Company

Leonel Masci, P.E. - President
Name and Title

Address:

5752 S. Ridgewood Avenue

Port Orange, FL 32127

Telephone:(386) 322-4500

END OF FLORIDA TRENCH SAFETY ACT STATEMENT

PLEASE COMPLETE AND SUBMIT WITH BID

PUBLIC ENTITY CRIMES

Any person submitting a bid, Bid or reply in response to this invitation or a contract, must execute the enclosed form PUR. 7069, sworn statement under section 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid, or proposal. If you are submitting a quote, bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy(ies) of the form are executed by them and are included with your quote, bid, or proposal. Corrections to the form will not be allowed after the quote, bid, or Bid opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or Bid may result in immediate disqualification of your bid or proposal.

The 1989 Florida Legislature passed Senate Bill 458 creating Sections 287.132 - 133, Florida Statutes, effective July 1, 1989. Section 287.132(3)(d), Florida Statutes, requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Section 287.133, Florida Statutes, as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

A public entity may not accept any bid, Bid or reply from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes.

Therefore, effective October 1, 1990, prior to entering into a contract (formal contract or purchase order in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO) to provide goods or services to **THE CITY OF TITUSVILLE**, a person shall file a sworn statement with the contracting officer or Purchasing Director, as applicable. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

THE INCLUSION OF THE SWORN STATEMENT OR AFFIDAVIT SHALL BE SUBMITTED CONCURRENTLY WITH YOUR BID, BID OR REPLY DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE, BID OR BID.

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON **PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the Knox Mcrae Master Pump Station Improvements. Bid/Bid for THE CITY OF TITUSVILLE.

2. This sworn statement is submitted by Leonel Masci, P.E. whose business address is 5752 S. Ridgewood Avenue, Port Orange, FL 32127 and (if applicable) its Federal Employer Identification (FEIN) is 20-2045800.

3. My name is Leonel Masci, P.E. (please print name of individual signing) and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, Bid, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

(1) A predecessor or successor of a person convicted of a public entity crime; or

(2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

LM Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____

(Signature)

Date: March 20, 2026

Notary Public Information

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of March 2026, by Leonel Masci, P.E.
(year) (name of person acknowledging).

TAMMY SCHNEIDER
MY COMMISSION # HH 686845
EXPIRES: October 10, 2029

_____ _____

(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public - State of Florida)

Personally Known ____ OR Produced Identification _____

Type of Identification Produced _____

PLEASE COMPLETE AND SUBMIT WITH BID

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Affiant, by virtue of the signature below, certifies that:

1. The Business address of Masci General Contractor, Inc. (name of bidder or contractor) is 5752 S. Ridgewood Avenue, Port Orange, FL 32127.
2. My relationship to Masci General Contractor, Inc. (name of bidder or contractor) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Masci General Contractor, Inc. (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. Masci General Contractor, Inc. (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. Masci General Contractor, Inc. (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

Signature	Leonel Masci, P.E.	President	Masci General Contractor, Inc.
	Printed Name	Title	Name of bidder or contractor

Notary Public Information

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of March 2026 (year) by Leonel Masci, P.E. (name of person acknowledging).

NOTARY PUBLIC STATE OF FLORIDA
TAMMY SCHNEIDER
MY COMMISSION # HH 686845
EXPIRES: October 10, 2029

(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public -)

Personally Known ☒ OR Produced Identification _____

Type of Identification Produced _____

PLEASE COMPLETE AND SUBMIT WITH BID

City of Titusville
E-Verify Affidavit

Obligation for State Funded Contracts:

Executive Order 11-116, which supersedes Executive Order 11-02, directs all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

In accordance with Executive Order 11-116, City of Titusville requires all vendors doing business with the City who are awarded state-funded contracts to verify employee eligibility using the E-Verify system. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (http:// www.uscis.govle-verify) and follow the instructions. The employer must, as usual, retain the 1-9 Forms for inspection.

By affixing your signature below, you hereby affirm that you will comply with E-Verify requirements.

Federal Employer Identification Number (FEIN): 20-2045800

Leonel Masci, P.E.	President	
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

Masci General Contractor, Inc.	March 20, 2026
Name of Contractor	Date

5752 S. Ridgewood Avenue Port Orange	Florida	32127
Address of Contractor	State	Zip Code

Notary Public Information

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of March (year), by Leonel Masci, P.E. (name of person acknowledging).

TAMMY SCHNEIDER
MY COMMISSION # HH 686845
EXPIRES: October 10, 2029

(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public -)

Personally Known ____ OR Produced Identification ____

Type of Identification Produced ____

PLEASE COMPLETE AND SUBMIT WITH BID

DRUG-FREE WORKPLACE CERTIFICATION

In case of tie bids, preference must be given to vendors submitting a certification with their bid/ Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your bid.

In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph. (4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Contractor complies fully with the above requirements.

Leonel Masci, P.E. - President March 20, 2026

Vendor's Signature, Title, Date

Notary Public Information

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of March 2026, by Leonel Masci, P.E. (year) (name of person acknowledging).

TAMMY SCHNEIDER
MY COMMISSION # HH 686845
EXPIRES: October 10, 2029

(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public -)

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Contractor Covered Transactions

(1) The prospective contractor Masci General Contractor, Inc. of the City of Titusville, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR: Masci General Contractor, Inc.

CITY OF TITUSVILLE:

Signature

Name and Title

Leonel Masci, P.E. - President

Contract Number

Street Address
5752 S. Ridgewood Avenue

Port Orange, FL 32127

City, State, Zip

Date March 20, 2026

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective Consultant, or any of their proposed subconsultants, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

1. Bidder has participated in a previous contract or subconsultant subject to the Equal Opportunity Clause.

   __X__ Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

   __X__ Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions.

   __X__ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? _____ Yes __X__ No

Leonel Masci, P.E. - President

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE March 20, 2026

PLEASE COMPLETE AND SUBMIT WITH BID

FORM OF NON-COLLUSION AFFIDAVIT

(This Afffdavit is Part of Bid)

BID CERTIFICATION FORM OF NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of Bid) STATE OF FLORIDA)

) SS.

COUNTY OF VOLUSIA)

~~being first duly sworn, deposes and says that he is~~

Leonel Masci, P.E. - President

(Sole owner, a Partner, President, Secretary, etc.)

of Masci General Contractor, Inc.

the party making the foregoing Bid or Bid that such Bid is genuine and not collusive or sham; that said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with any BIDDER or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other BIDDER, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other BIDDER, or to secure any advantage against CITY any person interested in the proposed Contract; and that all statements in said Bid or Bid are true; and further, that such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or date relative thereto to any association or to any member or agent thereof.

Leonel Masci, P.E. - President
(Bidder)

Notary Public Information

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of March 2026 by Leonel Masci, P.E.
(year) (name of person acknowledging).

TAMMY SCHNEIDER
MY COMMISSION # HH 686845
EXPIRES: October 10, 2029

(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public -)

Personally Known ____ OR Produced Identification ____ Type of Identification Produced ____

PLEASE COMPLETE AND SUBMIT WITH BID

DISCLOSURE FORM
FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF $100,000 OR MORE

Summary of Form: In order for the City to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the City, or receive a grant from the City, where said contract or grant has a value of $100,000 or more must disclose to the City (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as 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 Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one 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. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

YES [NO I AM] BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER $100,000. If yes, this disclosure form has been completed. Please sign and date at the bottom.

[YES] NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER $100,000. If yes, proceed to the next question.

YES [NO] HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

SECTION II. Please answer yes or no to the statement below:

YES [NO] Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as 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 Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a

value of $50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.

YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or private for-profit research institution with respect to research funded by any federal Agency.

SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: _____

Name of Bidder/Grantee: _____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or Controlled Entity under the significant

Control of such foreign country of Concern: _____

Date of Termination of the contract or interest with the Foreign Country of Concern:

Date of Receipt of the Contract/Grant or Gift: _____

Name of the agent or controlled entity that is the source or interest holder:

_____

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Company Name Masci General Contractor, Inc.

Signature: _____ Date: March 20, 2026

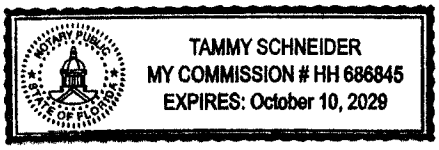
Title: Leonel Masci, P.E. / President

STATE OF FLORIDA

COUNTY OF VOLUSIA

Sworn to and subscribed before me by means of physical presence or online notarization, this 20th day of March, 2026, by (name of person making statement). Leonel Masci, P.E.

[Notary Seal]



Notary Public Tammy Schneider

Name typed, printed or stamped Tammy Schneider

My Commission Expires: 10/10/2029

Personally Known OR _____ Produced Identification

Type of Identification Produced _____

Date
March 20, 2026

EIN of Prospective Contractor – print/type
20-2045800

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

March 10,2026

MASCI GENERAL CONTRACTORS, INC
5752 SOUTH RIDGEWOOD AVE
PORT ORANGE, FLORIDA 32127

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, SIDEWALK, CURB & GUTTER, MILLING, UNDERGROUND UTILITIES (WATER & SEWER).

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2027.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MASO, LEONEL ANDRES

MASO GENERAL CONTRACTOR, INC
[redacted]
PORT ORANGE [redacted]

LICENSE NUMBER: CGC1518864

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/13/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MASC, LEONEL ANDRES

MASC CORPORATION
[redacted] RIDGE [redacted]
HARBOR OAKS [redacted]

LICENSE NUMBER: CUC056854

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/13/2024

Do not alter this document in any form.

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER THEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MASOUD EGHNEL ANDRES

[redacted]

LICENSE NUMBER: PE66418

EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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DIVISION of CORPORATIONS

Detail by Entity Name

Florida Profit Corporation
MASCI GENERAL CONTRACTOR, INC.

Filing Information

Document Number	P04000169369
FEI/EIN Number	20-2045800
Date Filed	12/17/2004
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	06/01/2010
Event Effective Date	NONE

Principal Address

5752 SOUTH RIDGEWOOD AVE
PORT ORANGE, FL 32127

Mailing Address

5752 SOUTH RIDGEWOOD AVE
PORT ORANGE, FL 32127

Registered Agent Name & Address

Ferreira, Leticia Maria Masci
5752 S RIDGEWOOD AVE
PORT ORANGE, FL 32127

Name Changed: 06/26/2025

Address Changed: 01/12/2021

Officer/Director Detail

Name & Address

Title President

MASCI, LEONEL
5752 SOUTH RIDGEWOOD AVE
PORT ORANGE, FL 32127

Title VP

MASCI, ANDRES
5752 SOUTH RIDGEWOOD AVE
PORT ORANGE, FL 32127

Title S

Masci, Ignacio
5752 S Ridgewood Ave
Port Orange, FL 32127

Title VP

Ferreira, Leticia Maria Masci
5752 SOUTH RIDGEWOOD AVE
PORT ORANGE, FL 32127

Annual Reports

Report Year	Filed Date
2024	02/08/2024
2025	02/05/2025
2025	06/26/2025

Document Images

06/26/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
02/05/2025 -- ANNUAL REPORT	View image in PDF format
02/08/2024 -- ANNUAL REPORT	View image in PDF format
02/09/2023 -- ANNUAL REPORT	View image in PDF format
01/27/2022 -- ANNUAL REPORT	View image in PDF format
01/12/2021 -- ANNUAL REPORT	View image in PDF format
01/20/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
02/02/2018 -- ANNUAL REPORT	View image in PDF format
01/06/2017 -- ANNUAL REPORT	View image in PDF format
01/15/2016 -- ANNUAL REPORT	View image in PDF format
04/09/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
01/09/2015 -- ANNUAL REPORT	View image in PDF format
04/03/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
07/25/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
02/19/2013 -- ANNUAL REPORT	View image in PDF format
04/09/2012 -- ANNUAL REPORT	View image in PDF format
01/06/2012 -- ANNUAL REPORT	View image in PDF format
01/20/2011 -- ANNUAL REPORT	View image in PDF format
06/01/2010 -- Amendment	View image in PDF format
05/17/2010 -- Amendment	View image in PDF format

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Mascl General Contractor, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

5752 South Ridgewood Avenue

Requester's name and address (optional)

6 City, state, and ZIP code

Port Orange, Florida 32127

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

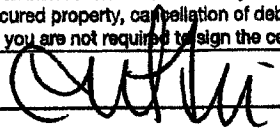
2	0	–	2	0	4	5	8	0	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person**  **Date** 01/12/26

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

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

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

City of Port Orange

Business Tax Receipt

Masci General Contractor Inc.
5752 RIDGEWOOD AVE

ISSUE DATE: 11/04/2025 **EXPIRATION DATE:** 09/30/2026

OWNER NAME: MARIA MASCI

BUSINESS TAX #: L-0000001954 **CLASSIFICATION:** CONTRACTOR - GENERAL (CLASS A)

COMMENTS: State Licensed Contractor
STATE LICENSE #: CGC1518864 Expires 8/31/2026
(IF APPLICABLE)

TOTAL PAID: $115.00

CONDITIONS:

THIS TAX RECEIPT MUST BE POSTED OR DISPLAYED AND VISIBLE IN YOUR PLACE OF BUSINESS.

This receipt represents a tax only. It is not a competency card and is not meant to be a certificate of the holder's ability to perform the service in which he or she is licensed. The issuance of this business tax receipt does not constitute a permit to act in violation of any city codes, regulations or ordinances.

The renewal period for Local Business Tax starts July 1st and runs through September 30th. We notify business owners in July as a courtesy to allow time for processing payments. It is the receipt holder's responsibility to renew before the expiration date to avoid penalties.

Penalties are applied in accordance with Chapter 205 of the Florida Statutes.

MASCCON-01 BJONES

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/8/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Brittany Jones
ASSOCIATES AGENCY, INC. 125 W. Country Club Dr Tampa, FL 33612	PHONE (A/C, No, Ext): (813) 988-1234 FAX (A/C, No): (813) 988-0989 E-MAIL ADDRESS: certs@associatesins.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Bitco Insurance Companies — 20095
INSURED Masci General Contractors Inc Masci Construction Inc 5752 S Ridgewood Ave Port Orange, FL 32127	INSURER B : SiriusPoint Specialty Insurance Company
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			CLP 3 759 342	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY — SCHEDULED AUTOS X HIRED AUTOS ONLY — X NON-OWNED AUTOS ONLY			CAP 3 759 344	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X UMBRELLA LIAB — X OCCUR EXCESS LIAB — CLAIMS-MADE DED — RETENTION $			CUP 3 759 345	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 3 759 341	8/8/2025	8/8/2026	X PER STATUTE — OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Pollution/Profession			CPPL D0002484 00	7/1/2025	7/1/2026	Occ 2,000,000/Agg	4,000,000
A	Inland Marine			CLP 3 759 342	7/1/2025	7/1/2026	Rented/Leased Equip	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Bidding Purposes

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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2/17/2026

REFERENCES - PROJECTS COMPLETED

Project Name/Location:	Turbull Bay Road Paved Shoulders New Smyrna Beach, Volusia County
Type of Project/Services:	Add paved shoulders, milling, paving, drainage improvements, striping, etc.
Owner/Agent:	Volusia County Wayne Jackson (386) 561-8655
Contract Amount:	$3,815,189.51
Completed:	2025
Project Name/Location:	E54B1 International Speedway Boulevard Daytona Beach, Volusia County
Type of Project/Services:	Milling, resurfacing, inlets, manholes, pipe work, sidewalk, curb work, sheet piling etc.
Owner/Agent:	Florida Department of Transporation Brad Bauknechy (386) 872-7794
Contract Amount:	$12,167,843.53
Completed:	2025
Project Name/Location:	E59B2 Bike Path Trail Myrtle Avenue from 10th St. to Lytle Ave. (SR-44) Volusia County
Type of Project/Services:	12' multi-use bike trail/path, drainage improvements, etc.
Owner/Agent:	Florida Department of Transporation Greg Shelton (407) 948 9021
Contract Amount:	$3,086,899.81
Completed:	2024
Owner/Agent:	Florida Department of Transporation / Pinnacle Doug Schumann dschumann@pinnaclecei.com (407) 496-9627
Contract Amount:	$ 10,858,007.49
Completed:	2024 *****FDOT - District 5 Roads & Streets Builder of the Year 2025*****
Project Name/Location:	FDOT #T5727, SR 5, Volusia County, Florida SR 5, from Brevard Co Line to South St, Volusia County, Florida
Type of Project/Services:	milling, paving, grading, drainage, concrete, guardrail, signs, striping
Owner/Agent:	Florida Department of Transporation / Mehta Engineering Anu Shah anu.shah@stvinc.com (850) 341-6114
Contract Amount:	$ 6,972,041.32
Completed:	2023
Project Name/Location:	FDOT #E57A1, SR 600, Volusia County, Florida SR 5, from Brevard Co Line to South St, Volusia County, Florida
Type of Project/Services:	milling, paving, grading, drainage, concrete, signs/signals, striping
Owner/Agent:	Florida Department of Transporation / AE Engineering Chris Nolan cnolen@wsbeng.com (904) 574-7086
Contract Amount:	$ 5,312,936.32
Completed:	2023
Project Name/Location:	Graham Swamp Trail & Pedestrian Bridge over SR 100, Flagler County, Florida Graham Swamp Trail, Palm Coast, Florida
Type of Project/Services:	milling, paving, bridge, grading, drainage, concrete, signs/signals, striping
Owner/Agent:	Flagler County Board of County Commissioners Amy Stroger astroger@flaglercounty.gov (386) 313-4047
Contract Amount:	$ 9,478,640.33

Completed:	2023
Project Name/Location:	FDOT #E57A4, SR 442, Volusia County, Florida SR 442, from W of I-95 to US 1, Volusia County, Florida
Type of Project/Services:	milling, paving, grading, drainage, concrete, signs/signals, striping
Owner/Agent:	Florida Department of Transporation / Mehta Engineering Aun Shah ashah@mehtaeng.com (850) 341-6114
Contract Amount:	$ 7,425,368.89
Completed:	2024 ***FDOT - Smoothest Pavement of the Year Award 2024***
Project Name/Location:	FDOT #E59B7 SR 415, Volusia County
Type of Project/Services:	Milling and Resurfacing - Pilot Project using 3D Paving
Owner/Agent:	Florida Department of Transportation Rick Coe (386) 257-3831 Frederick.Coe@dot.state.fl.us
Contract Amount:	$ 8,845,045.09
Completed:	2024
Project Name/Location:	FY24 Annual Road Resurfacing, Titusville, Florida Various Streets
Type of Project/Services:	milling & paving
Owner/Agent:	City of Titusville Kevin Cook kevin.cook@titusville.com (321) 383-5704
Contract Amount:	$ 1,589,544.95
Completed:	2024
Project Name/Location:	2024 Citywide Paving Project, City of Ormond Beach, Florida Various Streets
Type of Project/Services:	milling & paving
Owner/Agent:	City of Ormond Beach Alex Shumann alex.schumann@ormondbeach.org (321) 567-3775
Contract Amount:	$ 791,358.35
Completed:	2024
Project Name/Location:	SR 417 Resurfacing, Orlando, Florida SR 417, SR 528 to Berry Dease Rd, Orange County, Florida
Type of Project/Services:	milling & paving
Owner/Agent:	Central Florida Expressway Authority (CFX) / RK&K Chas Starr cstarr@rkk.com (407) 923-4908
Contract Amount:	$ 16,029,260.78
Completed:	2024
Project Name/Location:	FDOT #E5X97, Volusia, Flagler, Seminole & Brevard County Florida Resurfacing Various Streets
Type of Project/Services:	milling & paving
Owner/Agent:	Florida Department of Transporation (FDOT) Brahim Sahraoui brahim.sahraoui@dot.state.fl.us
Contract Amount:	$ 500,000.00 budgetary ceiling
Completed:	2023
Project Name/Location:	E57A1 SR 92 Volusia County
Type of Project/Services:	Milling, paving, pipe installation, concrete curb &gutter, sidewalks etc.
Owner/Agent:	Florida Department of Transporation (FDOT) Terry Phillips (386)785-7647

Contract Amount:	$5,312,936.32
Completed:	2023
Project Name/Location:	Howland Boulevard Widening Deltona, Volusia County
Type of Project/Services:	Milling, paving, inlet & manhole installtion, RCP, PVC pipe, yard drains etc.
Owner/Agent:	Volusia County Wayne Jackson (386) 561-8655
Contract Amount:	$13,390, 060.42
Completed:	2022

COMPLETED CONTRACTS AND REFERENCES - 5 YEARS					
CONTRACT AMOUNT	**NAME OF PROJECT**	**YEAR COMPLETED**	**LOCATION**	**PROJECT CONTACT**	**SCOPE**
$4,847,128.64	Taxiway B Reconstruction & Runway 7-25 Pavement Removal	2026	New Smyrna Beach, Volusia County	City of New Smryna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168	Demolition of existing, drainage installation, subbase installation, paving, airport striping & lighting
$12,167,843.53	E54B1 International Speedway Boulevard	2025	Daytona Beach, Volusia County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL	Milling, paving, overbuild, widening, drainage structures, ITS, utility improvements, signing, pavement markings, etc.
$5,640,358.98	County Wide Resurfacing	2025	Volusia	Volusia County, 123 W. Indiana Avenue, Deland, FL	Milling & Paving
$3,815,189.51	Turnbull Paved Shoulders	2025	New Smyrna Beach, Volusia County	Volusia County, 123 W. Indiana Avenue, Deland, FL	Resurfacing, grading, erosion control, widening, drainage improvements
$2,338,952.13	Titusville Resurfacing	2025	City of Titusville, Brevard County	City of Titusville, 555 S. Washington Ave., Titusville, FL.	Milling & Paving
$577,132.11	Volusia Jail Resurfacing	2025	Volusia County	Volusia County, 123 W. Indiana Avenue, Deland, FL	Milling, paving, sidewalk installation, removal of trees & green space.
$3,086,899.81	E59B2 Bike Path Trail	2024	Volusia County	FDOT - District 5- 605 Suwannee Street, Tallahassee, FL	Drainage improvements, bike path trail, ditch piping, milling, & paving
$500,000.00	E5x97-RO, roadway repair	2024	Volusia, Flagler, Seminole, Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	roadway repair, as needed
$1,023,128.69	City of Ormond Beach 2023 Road Resurfacing	2024	City of Ormond Beach	City of Ormond Beach, Public Works, 22 S. Beach Street, Room 104, Ormond Beach, Fl 32174m 386-676-3269	2023 Road Resurfacing
$16,029,260.78	CFX - SR 417 Resurfacing	2024	CFX	Central Florda Expressway Authority,	Resurfacing

$4,343,700.56	T5742- Wickham Rd @I95 Ramp	2024	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	improvements, road widening
$787,145.48	E58A3 (sub to Chinchor)	2024	Brevard County	FDOT - 719 S. Woodland Blvd., Deland, FL 32720	improvements & resurfacing
$5,361,981.28	E57A1 SR 600	2023	Volusia County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Resurfacing
$844,923.00	G1T27- Graham Swamp Trail	2023	Flagler County	Flagler County Board of County Commissioners	Trail and Pedestrain Bridge over State Road 100
$8,780,809.70	T5711 - Bridge Fiske	2023	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	SR 519 (Fiske Blvd) Bridge
$13,106,590.67	Howland Blvd. Deltona, Widening	2022	Volusia County	Howland Boulevard, Deltona, FL	Road Widening & Drainage Improvements
$ 17,848,966.12	T5642 - SR46 Seminole County	2022	Seminole County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$ 399,844.00	City of Ormond Beach Roadway Resurfacing	2022	Volusia County	Alex Schumann, 22 South Beach St, Ormond Beach, FL.	Resurfacing
$ 165,989.45	City of Titusville Neighborhood Services Department	2021	Brevard County	Kevin Cook, City of Titusville, 555 S. Washington Ave., Titusville, FL. (386) 567-3845	Minor Repairs
$ 1,556,034.12	City of Titusville Annual Resurfacing - Public Works	2021	Brevard County	William Larese, 555 S. Washington Ave., Titusville, FL. (321) 567 3682	Resurfacing
$ 237,197.28	City of Lake Mary Citywide Milling & Paving	2021	Seminole County	Kevin Smith, City of Lake Mary, 911 Wallace Ct. Lake Mary, FL.	Milling & Paving
$ 345,460.13	City of Ormond Beach Roadway Repaving	2021	Volusia County	Alex Schumann, 22 South Beach St, Ormond Beach, FL.	Repaving
$ 2,319,234.97	City of Palm Coast Street Resurfacing	2021	Flagler County	Tyler Gibson, City of Palm Coast, 160 Lake Ave Palm Coast, FL. (386) 986-3730	Resurfacing
$ 5,811,030.74	T5681 -SR 400 (I-4) Seminole County	2021	Seminole County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$ 12,045,287.37	Riverwalk Phase III	2021	Seminole County	City of Sanford, 300 N. Park Ave. Sanford, FL. 32771, Bilal Iftikhar, (407) 688-5012	Trail Construction

$ 1,331,946.72	Fort Florida Rd	2021	Volusia County	Volusia County, 123 W. Indiana Avenue, Deland, FL	Road Construction
$ 4,976,836.09	T5680 Seminole County	2021	Seminole County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road+B28+A21:F29+A18+A21:F29
$ 4,878,954.76	Williamson Blvd Widening	2021	Volusia County	Volusia County, 123 W. Indiana Avenue, Deland, FL.	Road Expansion+A2:F30

Equipment #	Year	Make/Model
DUMP TRUCKS		
DPT002-6387	2006	Mack CV713
DPT007-8803	2010	Mack GU713
DPT014-7057	2009	Mack GU713 - Black
DPT015-6201	2009	Mack GU713 - Orange
DPT016-7375	2009	Mack GU713 - Orange
DPT021-8147	2010	Mack GU713 - Orange
DPT023-9196	2004	Mack CV713 - White/Red
DPT024-4764	2007	Mack CTP713 - White
DPT025-4762	2007	Mack CTP713 - White
DPT027-7238	2009	Mack GU713 - Blue
DPT029-7236	2009	Mack GU713 - Blue
DPT030-7237	2009	Mack GU713 - Blue
DPT031-7352	2016	Mack CU713 - White
DPT033-1617	2015	Kenworth T800
DPT034-8856	2011	Mack GU713 - White/Red Body
DPT039-6293	2023	MACK GR64B
DPT040-8005	2018	MACK GU713
DPT041-8008	2018	MACK GU713
DPT042-4367	2021	FRHT M2106
DPT043-8757	2024	MACK GR64F
DPT044-8751	2024	MACK GR64F
DPT045-1876	2023	MACK GR64F
DPT046-8531	2025	MACK GR64F
DPT047-4653	2025	MACK GR64F
DPT048-0611	2026	ISUZU NRR
DPT049-5978	2025	MACK GR64F
DPT050-5974	2025	MACK GR64F
DPT051-7360	2025	MACKGR64F
DPT052-7357	2025	MACKGR64F
DPT053-8683	2025	MACKGR64F
DPT054-7878	2026	MACK GR84FR
DPT055-7885	2026	MACK GR84FR
DPT056-5692	2025	MACK MD7 42R
TRACTOR TRAILER TRUCKS		
TTR003-6404	2010	Mack CH613
TTR004-6532	2009	Mack GU713
TTR005-7559	2009	Mack GU713
TTR006-6784	2015	MACK - CXU613
TTR007-6737	2015	MACK - CXU613
TTR008-4863	2015	Peterbilt 389
TTR009-0499	2024	KENWORTH W990 HEAVY HAUL
TTR010-0277	2023	MACK P164T DAY CAB
TTR011-7580	2017	MACK GU813

TTR012-3687	2024	MACK PI64T DAY CAB
	SERVICE TRUCKS	
SER001-8265	2006	Freightliner M2-106
SER003-0906	2009	GMC C-5500 (BLUE)
SER003-8585	2016	Dodge Ram 4500
SER004-0983	2004	Freightliner FL-70
SER005-6684	2007	International 4300
SER006-1228	2016	Isuzu NQR Service Truck - RED
SER007-2175	2011	RAM 5500 SLT - White
SER008-1095	2015	Freightliner M2-106
SER009-0052	2023	ISUZU FTR
SER010-0243	2025	Freightliner M2-106 plus
SER011-1731	2025	ISUZU NRR
SER012-0588	2024	RAM 5500
SER014-1724	2025	ISUZU FTR
SER015-0183	2024	RAM 4500
SER016-6762	2023	CHEVY 5500
SER017-5373	2023	CHEVY 5500
	WATER TRUCKS	
WT001-3498	1992	Ford Water Truck F700
WT002-4648	1995	International 4700
WT003-6800	1999	International 4700
WT005-6304	2001	Isuzu COE Water Truck
WT006-9028	2015	Freightliner m2 106 medium duty
WT007-9109	2014	Freightliner m2
	MISC. TRUCKS	
FBT003-8944	2000	Int'l. Flatbed 4700
FBT-4351	2010	Isuzu Flatbed NPR
FBT-1476	1970	Mack Dump
FBT-0943	2013	Isuzu Flatbed NPR
FBT-7022	2023	ISUZU NRR
FBT-3678	2009	INTERNATIONAL 7400 6X4
FBT-4497	2018	FREIGHTLINER M2 106 4X2
FBT-0396	2026	ISUZU NPR HD
	SUPERVISOR / MGMT TRUCKS	
PKU006-6028	2006	Chevy C-1500 - Blue
PKU011-8590	2011	Toyota Tundra
PKU013-0862	2012	Toyota Tundra
PKU014-2687	2012	Toyota Tundra
PKU-3096	2018	Toyota Tundra 4x2 - White
PKU-0419	2017	Toyota Tundra- White
PKU-6039	2019	Toyota Tundra - White
PKU-7700	2016	Nissan Titan XD
PKU-7962	2022	Chevy Silverado 1500
PKU-7747	2019	Toyota Tundra

KU-2549	2019	Toyota Tundra
KU-9753	2025	Toyota Tundra Crewmax
KU-7076	2025	Toyota Tacoma SR 4x2 double cab
	BACKHOES	
BH004-3882	2010	Caterpillar 420E
BH005-0543	2013	Caterpillar 420 FIT
	DOZERS	
DZ003-0351	2013	Caterpillar D5K
DZ006-1927	2013	Komatsu D65WX-17
DZ007-1583	2025	JOHN DEERE 700 P-TIER
	EXCAVATORS	
EXC001-7358	1987	Komatsu PC 200
EXC006-3812	2006	Kobelco SK135SRLC
EXC010-0062	2007	Hyundai ROBEX450LC-7A
EXC012-1463	2009	Hitachi ZX135HYD
EXC013-0215	2010	Komatsu PC308USLC-3
EXC014-0288	2010	Komatsu PC308MSLC
EXC016-0321	2012	Caterpillar M318D
EXC017-0136	2008	Komatsu PC308USLC-8
EXC-6339	2006	Komatsu PC50MR-2
EXC-8614	2017	Kubota KX040-4R1T w/ 6 way Blade
EXC-0464	2019	Kubota KX057-4R1A Excavator
EXC-0274	2017	Hyundai 220LC-9A Hydraulic Excavator
EXC-1051	2005	Kobelco SK250
EXC-1243	2019	John Deere 135G FT
EXC-5525	2020	KOBELCO SK140SRLC-7
EXC-5452	2017	Komatsu PC360LC-11
EXC-1425	2018	LINKBELT 300X4 HYDRAULIC
EXC-3616	2022	JOHN DEERE 85G
EXC-0106	2022	KUBOTA KX060-5 HYDRAULIC
EXC-0191	2008	KOMATSU PC308USLC-3E0
EXC-1930	2023	HYUNDAI R35Z
EXC-1485	2020	JOHN DEERE 135G HYDRAULIC
EXC-1490	2023	LINK BELT 75X3
EXC-2184	2023	HYUNDAI R35Z-9A
EXC-1155	2018	LINKBELT 490X
EXC-1102	2023	KOBELCO SK55SRX-7
EXC-0189	2024	HITACHI ZX50U-5N
EXC-0317	2024	MIVA VA 20
EXC-1921	2021	LINK-BELT 145X4DZ

XC-0018	2025	HYUNDAI HX355ALCRD
XC-9201	2023	KOMATSU PC360LC-11
XC-0031	2025	HYUNDAI HX355ALCRD
XC-0032	2025	HYUNDAI HX355ALCRD
XC-2262	2024	KOBELCO SK555RX-7
XC-1934	2024	KOBELCO SK555RX-7
		LOADERS
DR002-7045	2006	John Deere 444J
DR003-1702	2006	John Deere 444J
DR004-7637	2006	John Deere 544J
LDR005-7297	2006	John Deere 544J
LDR007-0768	2006	Hyundai HL757-7
LDR008-7877	2007	John Deere 544J
LDR010-0090	2008	Hyundai HL740-7A
LDR015-2020	2012	John Deere 544K
LDR016-1131	2011	John Deere 544K
LDR017-9761	2017	John Deere 544KII
LDR019-6145	2017	Case 621F Rubber Tired
LDR020-6291	2017	Case 521F Rubber Tired
LDR023-1729	2021	John Deere 544P
LDR024-2012	2021	John Deere 544K-II
LDR025-0876	2022	HYUNDAI HL940
LDR026-0354	2018	HYUNDAI HL960
LDR027-0711	2020	HYUNDAI HL960
LDR029-0433	2022	HYUNDAI HL940A
LDR030-0401	2023	JOHN DEERE 544-G TIER
LDR031-0464	2023	JOHN DEERE 544-G TIER
LDR032-0242	2024	HYUNDAI HL975
LDR035-1113	2025	JOHN DEER 544-G TIER
LDR036-7235	2025	JOHN DEERE 324P-TIER
		SWEEPERS
SWP002-6191	2006	Lay Mor 6HC
SWP004-3160	2008	Lay Mor 8HC
SWP005-2223	2008	Lay Mor 8HC
SWP006-3525	2010	Kubota MX5100
SWP009-7923	2012	Lay Mor Sweepster SM300
SWP010-7285	2016	John Deere 5055E Broom Tractor
SWP-5739	2014	Rosco 4820 Broom
SWP-9619	2008	Rosco Sweep Pro 4930
SWP-7791	2015	Kubota MX5200HST Tractor
SWP-6883	2019	Lay Mor SM300
SWP-4320	2013	Lay Mor 8HC
SWP-4276	2013	Lay Mor 8HC
SWP-4344	2013	Kubota L4760
SWP-2776		KUBOTA MX5400
SWP-7719	2022	ROSCO RB50 BROOM
SWP-7326	2019	

SWP-2562	2024	ODRA MT4H ROAD SWEEPER/CHEVY 5500XD
SWP-0817	2022	LAYMOR SM300
SWP-1477	2021	ROSCO NV55
SWP-8051	2025	FREIGHTLINER M2
SWP-9070	2020	ROSCO NV55
SWP-5735		ROSCO NV55
SWP-7667	2025	ODRA MT4H ROAD SWEEPER/ISUZU NRR CABOVER
		ROLLERS
RL011-0962	2008	Caterpillar CB-434D
RL013-1074	2010	Caterpillar CB-434D
RL-0152	1999	Dynapac CS141
RL-9813	2014	Leeboy/Rosco 915
RL-2235	1984	Hyster C340B Tandem
RL-1786	2014	Sakai SW850II Asphalt Roller
RL-0177	2014	Sakai SW850II Asphalt Roller
RL-0254	2015	Hamm H7i
RL-2749	2019	Hamm HD12VV
RL-0798		HYUNDAI HR30T-R
RL-1065	2012	HAMM HD 70
RL-1486	2018	BOMAG BW211D-5 84" SMOOTH DRUM
RL-0264		Sakai SW850ND
RL-1239		DEMO DYNAPAC CC1000
RL-2122	2008	LEEBOY/TRUPAC 915
RL-3405	2022	DYNAPAC CC950 DOUBLE DRUM
RL-6894	2023	HAMM HD12VV ASPHALT ROLLER
RL-6424	2023	DYNAPAC CC950 DOUBLE DRUM
RL-7018	2023	DYNAPAC CA1400D
RL-3880	2022	DYNAPAC CA3500D
RL-1231	2024	BOMAG BW120AD-5
RL-1050	2022	BOMAG BW206AD-5
RL-0354	2019	HAMM HD120IVO
RL-1101	2025	BOMAG BW28RH
RL-1045	2022	BOMAG BW 206 AD-5
RL-1043	2022	BOMAG BW 206 AD-5
RL-1038	2022	BOMAG BW 206 AD-5
		SKID STEERS
SKD006-1423	2011	Caterpillar 279C
SKD-4158	2016	Takeuchi TL8RW
SKD-4838	2019	Caterpillar 246D Skid Steer
SKD-6558	2020	John Deere 333G
SKD-0261	2014	Cat 236D skid steer loader
SKD-1368	2013	Takeuchi TL 230
SKD-7498	2021	John Deere 332G
SKD-4552	2022	MANITOU 1350RT TRACK LOADER
SKD-6239	2021	JOHN DEERE 325G RUBBER TRACK
SKD-0862	2023	CAT 246D3

SKD-4046	2023	JOHN DEERE 325G
SKD-5975	2023	JOHN DEERE 325G
SKD-4052	2021	JOHN DEERE 333G
SKD-1144		CAT 246D3
SKD-0791	2025	TAKEICHI TL8R2R
SKD-9787	2025	JOHN DEERE 330 P-TIER
SKD-5577	2025	JOHN DEERE 325G
SKD-7685	2025	JOHN DEERE 325G
SKD-5566	2025	JOHN DEERE 325G
		PAVING EQUIPMENT
PX008-0977	2014	Hamm HD120VO
PX010-0008		Blaw-Knox RW-100 Road Widener
PX011-6389	2014	International Leeboy MAXIII
PX012-1327	2017	Wirtgen W200i Milling Machine
PX014-0731	2004	Roadtec SB2500C Shuttle Buggy
PX015-0002	2019	Kenworth Tack Truck w/Etnyre Centennial Tank
PX017-0738	2004	Roadtec SB2500C Shuttle Buggy
PX018-1133	2014	CAT Weiler E1250A Shuttle Buggy
PX019-0008	2019	Kenworth Tack Truck w/Etnyre Centennial
PX020-1034	2015	Wirtgen W210i Milling Machine
PX021-0049	2017	Vogele 2003-3i
PX022-0117	2018	VOGELE SUPER 1300-3i
PX023-0071	2017	VOGELE SUPER 2003-3i
PX024-1165	2016	Wirtgen W210i Milling Machine
PX025-0054	2017	VOGELE 2003-3I PAVER
PX026-0067	2017	VOGELE 2003-3I PAVER
PX027-0034	2020	Wirtgen W220Fi tracked cold planer
PX028-2963	2024	CAT PC306 24" HIGH FLOW COLD PLANER
PX029-3237	2020	DYNAPAC MF2500CS
PX030-1002	2022	BOMAG BMF2500
PX031-3045	2024	KENWORTH T380
PX032-0552	2025	VOGELE SUPER 1700-3i
PX033-0177	2021	VOGELE SUPER 2003-3I
PX034-0079	2019	WIRTGEN W210Fi
PX035-0188	2025	WIRTGEN W210 XF
PX036-0406	2026	VOGELE 1700-3i
		ROAD GRADERS
RG002-9379		Leeboy Grader 685B
RG005-0196	2019	SANY SMG200 14'
RG006-0013	2019	SANY SMG200 12'
RG007-0869	2025	JOHN DEERE 672G
		TRAILERS
TRL005-9077	1994	Wabash Flatbed Trailer
TRL006-0127	2006	Lark Storage Trailer
TRL007-912T	2006	Lark Storage Trailer

TRL010-0216	2007	Witzco Challenger / RN35
TRL012-5177	2009	VMA/Pace/Cargo
TRL013-3646	2009	EASD Red Tilt Trailer ET20-14
TRL016-9535	2012	Haulmark Utility
TRL017-3710	2013	Big T Black / Trailer
TRL018-0753	2013	Freedom Trailer
TRL019-4412	2013	Bendron/Titan Cargo
TRL020-1900		Mobile 60x12Office Trailer
TRL022-0298	2013	Econoline Trailer
TRL024-0445	2015	Eager Beaver / Low Boy 50-60 Tn
TRL-8977	2015	FVCG/Cargo Trailer
TRL-0124	1997	Dorsey Dump Trailer (Aluminum)
TRL025-T201	2005	SSP - Dewatering Trailer
TRL026-9701	2003	ASPT Dewatering Trailer
TRL-2622	2017	Anvil Trailer AT7X12TA2 (7x12)
TRL029-9567	2011	Leeboy Trailer
TRL-3742	2017	COTC Trailer
TRL-0068	2018	Witzco Challenger Low Boy Trailer
TRL-1089	2019	Anvil Trailer AT7X12TA2 (7x12)
TRL-3279	2019	Covered TA Gold series white (7x12)
TRL-3306	2019	Down to Earth DTE58G29 8' black
TRL-7524	2019	Anderson Trailer 6x14
TRL-3479	2019	Down to Earth DTE58G29 8' black
TRL-9869	2020	Anderson Trailer
TRL-7123	1984	Etnyre LWR/ tr6
TRL-0384	2006	DETA
TRL-6244	2021	PDQ UT6X12TA BLACK 12FT
TRL-3451	2022	BIG TEX 16' BUMPER PULL
TRL-2740	2022	BIG TEX 16' BUMPER PULL
TRL-2272	2024	TRAILSTAR ALUMINUM DUMP
TRL-1013	2023	CARRY ON TRAILER/UTILITY LANDSCAPE
TRL-0320	2024	WITZCO RG52 DETACHABLE GOOSENECK
TRL-5094	2024	SURE TRAC UTILITY TRAILER
TRL-6160	2025	MAC ALUMINUM DUMP
TRL-4899	2023	NVAE 6X10
TRL-7249	2023	NVAE 7X18
TRL-0616	2025	BIG TEX UTILITY TRAILER
TRL-0785	2025	CARRY-ON TRAILER
TRL-7976	2025	NVAE 7X16+4 TILT BED
TRL-1164	2025	TCTR VT BLK
TRL-1934	2025	CVRD WAGON CARGO
TRL-5024	2025	7X12 DIAMOND CARGO TRL
TRL-3784	2025	KRAFTSMAN 25 TON TAG LOW PRO w LIFT AXLE HP-50 PS-LA
TRL-7422	2026	MAC FL SPEC DUMP SS
MISC. EQUIPMENT		
MIC006-0623	2006	Gomaco GT3600 G21

MIC007-2899	2016	John Deere Mower Z540M-48A
MIC008-1099	1989	Caterpillar R80 Rough Terrain Forklift
MIC010-9145	2014	Terex-Finlay 684 Screener
MIC011-6670	2017	Buffalo Turbine EFI Cyclone KB5
MIC012-1530	2007	Genie Z80 Manlift
MIC013-0167	2014	Caterpillar Asphalt Compactor 44B
MIC015-0269	2002	Caterpillar RM-250C
MIC018	2014	GENIE GS1930 19' ELECTRIC
MIC019-2762	2016	DOOSAN G30P-5 5500 LB PNEUMATIC TIRE
MIC020-0368	2016	Snorkel A46JRT boom lift 4X4
MIC021-7939		TEREX FINLAY 120RS CRUSHER
		All Pro Concrete Pulverizer Direct Connect
MIC022-0506	2022	TOYOTA 8FGU25 FORKLIFT
MIC023-5389	2018	GENIE SX125XCV
MIC024-9916	2021	BELL B30E ARTICULATING DUMP
MIC025-3871	2014	JEEP
MIC026-0485	2025	JOHN DEERE MOWER Z960M 60
MIC027-9388	2011	TOYOTA 4D AVALON
MIC028-3569	2025	WACKER G25 GENERATOR
	2023	KUNDEL 8X48 SPREADER BARS 4(CT)
GPS/Navigators		
	2017	Garmin dezl 570 LMT
	2017	Garmin dezl 570 LMT
	2017	Garmin dezl 570 LMT
	2017	Garmin dezl 570 LMT
	2017	Garmin dezl 570 LMT
	2017	Garmin dezl 570 LMT
	2017	Garmin dezl 570 LMT
	2017	Garmin dezl 570 LMT
	2015	Garmin 465 LMT
	2015	Garmin 465 LMT
	Storage/Office Trailers	
		Storage Trailer
	2010	William Scotsman 20x8 Container
		Modspace Unit 088490 8x20 Office
	SHOP EQUIPMENT	
	2001	Bobcat Electric Welder
		Lincoln Welder
		Lincoln Welder
		Miller Welder
		Miller Welder
		3" Track Pump
		Hatz 4" Pump
		Hatz 4" Pump
	2006	Thompson Pump
	1998	John Deere 6" 4045D
		Silent Knight 8" Pump

		John Deere 8" Pump
		Wellpoint 8" Pump
		Thompson Hydraulic Pump
		G Walker 3" Pump
	2012	G Walker 3" Pump
	2012	G Walker 3" Pump
	2012	G Walker 3" Pump
		Sewer Pressure Tester
	2014	Birmingham YCL
	2015	Pressure Pro PP2E3027HC
	2008	Tapmate 1544
	2013	Ferguson Tapping Machine
	1995	Sullivan Air Compressor
	1995	Sullivan Air Compressor
		Ironhorse Air Compressor
	2002	ITC Receiver PD4
		Rigid Threading Machine
	2012	RSE 15' Rolling Straight
	1974	Gamefish Boat
		Sandblaster
	2009	Honda EM500 Generator
		Ultra 2500 Generator
		Black Max Generator
		Tradewinds TP60ULT3
		Tradewinds TP60ULT3
		5000 Powermate Generator
		8000 Dayton Generator
		WEN 9000E
	2010	Delta 17950L
	2012	Weber SRV620
	2012	Weber SRV620
	2014	Weber SRV620
	2014	Weber SRV620
	2017	Weber SRV620
	2010	Wacker BS60-4S
		Cushion Cut R-20
	2011	Weber CR3
	1996	Pierce Arrow
		Road Plates
	2014	Magnum MLT3060
	2014	Magnum MLT3060
	2014	Magnum MLT3060
	2011	Magnum MLT3060
	2012	Magnum MLT3060
	1990	Flashing Arrow
		Wen 5500
		Wen 5500

	2005	Thompson 10" Pump
	2014	Magnum MLT3060
	2014	Magnum MLT3060
	2015	Magnum MLT3060
	2019	Welder Generator Gas Engine Drive Bobcat 250 Multi-Process
LT005-9709	2019	Terex RL4 Llight Tower
LT006-9149	2014	Boss Towable Light Tower
	2006	Ingersoll Rand Towable Air Compressor
	2020	Compactor BPU 3050A
	2022	Compactor BPU 3050A
	2022	Compactor BPU 3050A
#71 in Masci Equip list	2021	CAT AIR COMPRESSOR/PORTABLE (atco)
#98 MASCI EQUIP	2015	MAGNUM PRO MLT6S
	2023	WACKER G25/G35 GENERATOR
#107 MASCI LIST		MUSTANG LF88
#107 MASCI LIST		MUSTANG LF88
#107 MASCI LIST		MUSTANG LF88
LT001-4807	2021	Allmand night-light pro II
LT002-4799	2021	Allmand night-light pro II
LT003-4791	2021	Allmand night-light pro II
LT004-4781	2021	Allmand night-light pro II
LT007-4673		Magnum MLT3060
LT008-2371		LIGHTTOWER
LT009-1008		LIGHTTOWER
LT010-0674	2024	ATLAS COPCO HILIGHT V5+
LT011-0671	2024	ATLAS COPCO HILIGHT V5+
LT012-4468	2022	GENERAC LIGHT TOWER
LT013-8436	2022	GENERAC LIGHT TOWER
LT014-8434	2022	GENERAC LIGHT TOWER
LT015-4471	2022	GENERAC LIGHT TOWER
LT016-2072	2022	WACKER NEUSON LTV6 TOWABLE TOWER
LT017-2718	2021	TEREX RL4 TOWABLE LIGHT TOWER
		MUSTANG LF88D
		MUSTANG LF88D
		MUSTANG MP4800 2 IN. SUB PUMP
		MUSTANG LF88D
		HUSQVARNA FS400 WALK BEHIND SAW
	Contents of Crew Boxes	
	Jumping Jacks	
		Weber
		Weber
		Weber
		Weber
		Wacker
		Wacker
		Weber
		Wacker BS60-4S

		Wacker
		Weber
	2020	Weber
	2020	Weber
	Plate Tamps	
		Bomag BVT 45/55
		Wacker
		Wacker
		Wacker
		Weber
		Wacker
		Sakai PF150
		Wacker
		Wacker
		Wacker
		Wacker
		Wacker
		Sakai PF150
		Sakai PF150
		Wacker
	Generators	
		Centurion
		Rigid
		Magnum
		Champion
		Honda EG500
		Husky
		Husky
		TroyBuilt
		Husky
	2013	TroyBuilt
		Northstar
	Chain Saws	
		Stihl 310
		Echo
		Stihl MS250
		Stihl 310
		Stihl 310
		Stihl MS290
		Stihl MS250
		Stihl MS250
		Stihl MS250
		Echo
		Stihl
		Stihl
	Cut Off Saws	

		Stihl TS420
		Stihl 460
		Stihl 420
		Stihl 420
		Stihl 420
		Stihl 420
		Skill
		Stihl 420
		Stihl TS500I
		Stihl 420
		Stihl 420
		Stihl TS500i
		Stihl 420
		Stihl 420
		Rigid C51049
		Stihl 420
		Stihl 420
		Stihl 420
		Stihl 420
		Stihl 420
		Stihl 420
		Stihl 420
		Stihl 420
		Stihl 420
		Stihl 420
		Stihl 420
		Stihl 420
	2020	Stilh TS 420
	2025	Stilh TS 420-z
	2020	Stilh TS 420
	Drills	
		Hitachi
		Dewalt
		Bosch
		BoschHD19-2
		Milwaukee
		Dewalt
		Dewalt
		Bosch HD19-2
	Roto Hammer	
		Hitachi DH38YE
		Hitachi DH38YE
		Hitachi DH38YE
		Makita
		Hitachi DH38YE
		Makita

		Allied Hydraulic Hammer
	Lasers & Accessories	
		Topcon PP14B
		CST/Berger Level
		David White LT800LTU
		CST/Berger Tripod
		Beam Aligner 4700
		Topcon ATB4 Scope
		CST/Berger PL20 Laser
		Tripod
		Topcon ATB4 Scope
		CST/Berger Tripod
		Topcon TPL-L4 Laser
		David White LT800LTU
		CST/Berger Level
		ADC Tripod
		Northwest Level
		CST/Berger Tripod
		Tripod
		Topcon ATB4 Scope
		Topcon L4B Laser
		Spectra LL100 Laser
		CST/Berger 54-135W Scope
		CST/Berger Laser
		David White LT800LTU
		CST/Berger Scope
		Tripod
		Tripod
		CST/Berger PL20 Laser
		CST/Berger PL20 Laser
	2009	CST/Berger PL20 Laser
		Berger CX49DWPL20
	2017	David White LT8-300LTU
	2017	David White LT8-300LTU
	Misc. Pumps	
		3" Water Pump
		Water Pump
		Cable Water Pump
		Water Pump
		Water Pump
		Cable Water Pump
		Honda Water Pump
		Cable Water Pump
		Water Pump
		Water Pump
		Cable Water Pump
		Test Pump

		Honda Water Pump
		Honda Water Pump
		Wacker Mudhog Pump
		Water Pump
		Water Pump
		Cable Water Pump
		Cable Water Pump
		Cable Water Pump
	Misc Tools	
		Stihl Backback Blower BR700
		Stihl Backpack Blower BR600
		Central Pneumatic 1/2"
		Florida Pneumatic 3/4"
		Hitachi 3/4"
		Aqua Tapset
		Schonstedt Metal Detector
		Stihl Backpack Blower
		Manhole Blower
		Boring Machine
		Boring Machine
		QF902H 9HP Blower
	GAS DETECTOR w/ car charger	
	2014	MC2-XWHM-Y-NA detector
	2014	MC2-XWHM-Y-NA- detector
	2014	MC2-XWHM-Y-NA -detector
	2014	GA-VPA-1 charger
	2014	GA-VPA-1 charger
	2014	GA-VPA-1 charger

E-Verify

Company ID Number: 1454791

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Masci General Contractor, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify

Company ID Number: 1454791

Approved by:

Employer Masci General Contractor, Inc.	
Name (Please Type or Print) Leticia M Ferreira	Title
Signature Electronically Signed	Date 09/30/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/30/2019

E-Verify

Company ID Number: 1454791

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Masci General Contractor, Inc.
Company Facility Address	5752 South Ridgewood Ave Port Orange, FL 32127
Company Alternate Address	
County or Parish	VOLUSIA
Employer Identification Number	202045800
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)

E-Verify

Company ID Number: 1454791

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL	1

E-Verify

Company ID Number: 1454791

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Leticia M Ferreira
Phone Number	3863224500
Fax	3863224600
Email	leticiamasci@masciqc.com

This list represents the first 20 Program Administrators listed for this company.

KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS
CONSTRUCTION CONTRACT # CN26B026/LR

This Contract made and entered into this _____day of _____20_____, between the City of Titusville, Florida, a municipal corporation of the State of Florida, hereinafter referred to as the "City" or "Owner", and Masci General Contractor, Inc., with a principal address of 5752 South Ridgewood Ave, Port Orange, Fl 32127, hereinafter referred to As the "Contractor".

Whereas, pursuant to all City Purchasing & Contracting policies, statutory requirements, and federal laws applicable, the City has competitively bid and advertised the Work titled "CN-26-B-026LR - KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS"; and

Whereas, the City desires to engage a licensed, qualified, and experienced Contractor who has special and unique competency in wastewater master pump facility construction projects; and

Whereas, the Contractor represents that it is duly licensed, and it has such competence and experience in providing these services; and

Whereas, the City in reliance on such representations has selected the Contractor in accordance with the requirements of law; and

Whereas, at the regular City Council meeting of April 28, 2026, the award of this Contract was duly considered and approved; and

Whereas, the City and the Contractor desire to reduce to writing their understanding and agreements on such.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **TERM**: This Agreement shall commence on the day it is executed by both parties and the term of this Agreement shall extend until completion of the project and within 360 consecutive calendar days of issuance of the Notice to Proceed.
2. **DESCRIPTION OF WORK:** The Contractor shall furnish all supervision, labor, materials, supplies, tools, equipment and transportation necessary to perform and satisfactorily complete contract work shown on the Drawings and Specifications for this project within Exhibit 1 attached and incorporated herein. In addition, all work shall be performed in accordance with the Contract Documents, including Addenda (if any) and written change orders issued after execution of this agreement and as directed by the Project Manager in accordance with the expressed or obvious intent of the Contract

hereinafter called Contract Documents, "CN-26-B-026LR - KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS." Any Federal, State, or Local regulatory requirements shall apply and be followed by the Contractor and any Subcontractor, to include but not limited to FDOT Specifications for Road & Bridge Construction.

3. **CONTRACT DOCUMENTS:** The Contract Documents on which this agreement between the City and Contractor is based, which contains the plans and specifications in accordance with how the work is to be done, are attached, and incorporated as if fully set out herein and include the following:
    a) The standard solicitation packet and specifications titled "CN-26-B-026LR - KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS" which is attached hereto as **Exhibit 1** with all related documents, addenda if any, and any written change orders issued after execution of this Contract, if any.
    b) Plans and specifications as provided by the City.
    c) Contractor's bid submittal dated March 20 2026, attached hereto as Exhibit 2 with all related documents, addenda if any, and other documents listed in the Contract Documents, and written modifications issued after execution of this Contract, if any.
    d) This Contract.
        1) INTENT: The Scope of Work, hereafter referred to as "Work", is an integrated part of the Contract Documents and as such do not stand alone if used independently. These documents establish minimum standards of quality for the Contract. The intent of the Contract Documents is to set forth requirements of performance. It is also intended to include all supervision, labor, materials, equipment, tools, and transportation necessary for the proper execution of the Work, to require complete performance of the Work despite omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.
        2) ENTIRE AND SOLE AGREEMENT: Except as specifically stated herein, the Contract Documents constitute the entire agreement between the parties and supersede all other agreements, not specifically set forth in

the Contract Documents. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in the Contract Documents.

3) AMENDMENTS: The parties may modify this Contract at any time by written mutual agreement. Neither the Contract Documents nor any term thereof may be changed, waived, discharged, or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination is sought.

4. **COMPENSATION AND PAYMENTS:** For satisfactory performance of the Work, the City will pay the Contractor the total sum of **Four Million, Four hundred ninety- eight thousand, four hundred eighty-five dollars and no cents ($4,498,485.00)**. All work shall be invoiced based on unit prices from Exhibit 2. Payment shall be made for all Work completed by the Contractor during each calendar month which has been accepted by the City and properly documented. Payments shall not be made for Work deemed incomplete or deficient by the City Project Manager. At the end of each month the Contractor shall submit an invoice with supporting documentation of all Work completed for that month, to the Project Manager for approval and payment. All invoices shall be considered a "proper invoice" when including at minimum, invoice number, purchase order number, date of order, date of delivery, terms of payment, itemized list of materials or services rendered, delivery destination, and delivery or freight charges listed separately from materials and supplies.

The City shall make partial payments to the Contractor on the basis of a duly certified and approved Pay Application, also referred to as invoice, for the Work performed during the preceding calendar month by the Contractor, **less five percent (5%)** of the amount of such pay application request which is to be retained by the City until all Work has been performed strictly in accordance with the Contract and until such Work has fully been accepted by the City Project Manager.

When the assignment schedule, mutually agreed upon by the City and the Contractor, is approaching substantial completion, a pre-final inspection shall be conducted. Within thirty (30) calendar days after reaching substantial completion, the City shall generate a single list (Punchlist) of items required to render complete, satisfactory, and acceptable the construction services purchased by the City. The Contractor will enter the estimated cost to complete each item on the list and return to

the City within ten (10) calendar days. The City reserves the right to modify costs, as deemed reasonable, and finalize the Punchlist within five (5) calendar days.

Within twenty (20) business days after developing the Punchlist, and after receipt of a proper invoice or payment request, the City will pay the Contractor the remaining balance of the Contract, including all remaining retainage withheld by the City pursuant to Section 255.078, Florida Statutes, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the list.

Upon the City's acceptance of the Work covered by this Contract and the receipt and acknowledgment by the City of a proper maintenance bond and as built plans, and submission by the Contractor, of evidence satisfactory to the City that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, and also, after all guarantees that may be required are provided, final payment (for retainage duly invoiced) on account of this Contract shall be made within twenty-five (25) business days after receipt of a proper pay application request by the City's Project Manager, pursuant to the Prompt Payment Act (Section 218.735 of the Florida Statutes) and all general conditions hereof.

a) **REQUEST FOR ADDITIONAL WORK** – Requests arising from changes or revisions made by the Contractor at the City's request shall be presented to the City before Work starts on the changes or revisions. If the Contractor deems that extra compensation is due for Work not covered herein, or in any Supplemental Agreement, the Contractor shall notify the City in writing of its intention to make claim for extra compensation before Work begins on which the request is based. If such notification is not given and the City is not offered by the Contractor a method acceptable to the City for keeping strict account of actual cost, then the Contractor hereby waives its request for such extra compensation. The City is not obligated to pay the Contractor if the City is not notified as described above. The Contractor may refuse to perform the additional Work requested by the City until the parties execute an appropriate Contract change order. Such notice by the Contractor and the fact that the City has kept account of the costs as aforesaid shall not in any way be construed as providing the validity of the claim.

b) **RELEASES** – When it is determined, as a result of a joint inspection of the Work by the Contractor and City Project Manager, that the Work has been completed in accordance with the terms of the Contract Documents, the

completion of the Work shall be certified by the City Project Manager. At that time, the Contractor may submit the Contractor's final request for payment. Prior to final payment, the Contractor shall execute and deliver to the City a Contractor's Affidavit and Release of Claim for all claims against the City arising under or by virtue of the Contract. Also, from each supplier or Subcontractor who has notified the City of their right to file a claim (Notice to City) or who is listed in the Contractor's Affidavit and Release of Claim as an unpaid potential claimant, a Claimant's Sworn Statement of Account, executed by the supplier or Subcontractor, must be attached to each request for payment.

The Purchasing & Contracting Administrator shall be the final authority as to the appropriateness of any payment submittal. The Purchasing & Contracting Administrator's decisions on payment matters shall be made in accordance with the word of the Contract, City Policy Administrative policy 1-3 Procurement and Contracting, and legal requirements.

c) **APPEALS** – Appeals of the City's decisions shall be labeled as follows and submitted to the Purchasing and Contracting Office in writing:

City Manager
City of Titusville
P.O. Box 2806
Titusville, FL 32781-2806

All appeals shall be processed in accordance with the dispute resolution of the Contract Documents.

5. **DISPUTE RESOLUTION:** In the event a dispute occurs between a Contractor the City concerning payment of an invoice, the City Department Director, along with the City's Purchasing and Contracting Administrator and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such dispute procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. The City Department Director and Purchasing and Contracting Administrator will make a recommendation to the City Manager based on the facts and the mutual meeting. Any decision by the City Manager shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing

party after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

6. **CHANGE ORDERS:** The City reserves the right to make such changes in the Plans and/or Specifications within the general scope of the Contract at any time by written Change Order in accordance with the General Conditions of the solicitation.

   The City Manager or designee is authorized to approve Change Order(s) provided that the amount(s) of such Change Order(s) do not increase the authorized contract amount. Furthermore, for any Change Order(s) that will increase the authorized contract amount, the City Manager is authorized to approve, whichever is greater, up to $25,000.00 or ten percent (10%) of the latest contract amount, and not to exceed $50,000.00 for budgeted capital outlay items, provided that sufficient budgeted funds are available for this project.

7. **PROJECT SCHEDULE/TIME OF COMPLETION:** The Contractor shall commence Work to be performed under this Contract upon receipt of written Notice to Proceed from the City's Project Manager. The Contractor shall begin the Work and shall fully complete the Work in accordance with the Contract Documents and the commencement date stipulated in said written notice of no more than 360 consecutive calendar days, as set forth in the contract award.

   The Contractor shall perform all Work under this Contract in a timely manner consistent with the assignment schedules as mutually agreed upon by the City and the Contractor.

   A delay beyond the Contractor's control may entitle the Contractor to an extension of time in which to complete the Work as approved and determined by the City provided, however, the Contractor shall immediately give written notice to the City of the cause of such delay. Contract time shall not be extended for "Rain Day" delays. The City will continually monitor the effects of weather and, when found justified, the City will require the Contractor to submit a request for additional time due to the effects of weather. The City may grant time extensions, on a day-by-day basis, for delays caused by the effects of rains or other inclement weather conditions causing adverse soil conditions that prevent the Contract from productively performing controlling items of work resulting in:

   a) The Contractor being unable to work at least 50% of the normal workday on pre-determined controlling work items; or

   b) The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect, and provided that the Contractor was unable to work at least 50% of the

normal workday on pre-determined controlling work items. No additional compensation will be made for delays caused by the effects of inclement weather.

"Rain day" requests must be submitted at the end of each work week or be waived, and the cumulative "rain day" extensions granted shall be processed as a Change Order with each pay submittal.

The City shall have the authority to suspend the Work wholly or in part, for such periods as may be deemed necessary and for whatever cause, by sending written notice of suspension to the Contractor. If the Contractor or the City shall become aware of any condition that may be cause for suspension of the Work, they shall immediately advise the concerned parties of such condition. The Contractor shall not suspend operations under the provisions of this paragraph without the City's written permission. In the event the City suspends the Work, the Contractor may be granted an extension of time to complete the Work for as many calendar days as the Work was suspended; except that the Contractor will not be granted an extension of time to complete the Work if the suspension was caused by a fault of the Contractor.

8. **LIQUIDATED DAMAGES:** It is mutually agreed upon that time is of the essence in this Contract and should the Contractor fail to complete the Work within the time specified to achieve substantial completion, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the City will retain the amount of $ 4,498.49 per consecutive calendar day as fixed, agreed, and liquidated damages for each calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the City will have sustained by failure of the Contractor to complete the Work within the specified time. It is further agreed that this retained amount of $4,498.49 per consecutive calendar day is not a penalty but is the stipulated amount of damages sustained by the City in the event of such failure to complete the Work by the Contractor.

The Contractor shall consider all contingent Work, which has to be done by other parties in completing the Work and shall not use any failure of other parties as an excuse for delay in their Work, or for the non-performance.

Permitting the Contractor to continue and finish the Work or any part of it after the expiration of the number of calendar days allowed for completion or after any extension of time, shall in no way operate as a waiver on the part of the City of its rights under this Contract. In case of specific default or failure to timely complete Contract and the City has to complete the Work, the Contractor and their Surety shall be liable for the

liquidated damages under the Contract; but no liquidated damages shall be assessed for any delay in the final completion of the Work by the City due to any unreasonable action, negligence, omission, or delay of the City.

If any suit for the collection of, or involving the assessment of liquidated damages, the reasonableness of the amounts stipulated in the foregoing calculations shall be presumed. The liquidated damages referred to herein are intended to be and are accumulative and shall be in addition to every other remedy now or hereafter enforceable by law, in equity, by Statute, or under the Contract.

9. **CONTRACTOR'S ACCEPTANCE OF CONDITIONS:** The Contractor hereby agrees that they have carefully examined the surface of the site and has made sufficient tests or other necessary subsurface investigations to fully satisfy that such site is a correct and suitable one for this Work and they assume full responsibility, therefore. The provisions of this Contract shall control any inconsistent provision contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees for the Work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the City than against the Contractor and their Surety.

Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the City's Engineer, and their decision shall be final and binding the Contractor.

It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the Work or material by the City, its consulting Engineer/Architect or by any agent or representative as in compliance with the terms of the Contract and/or the Drawings, and Specifications covering said Work, shall not operate as a waiver by the City of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said Work; and the City may require the Contractor and/or their Surety to repair, replace, restore and/or make to comply strictly with this Contract and the Drawings and Specifications any and all of said Work and/or materials which within a period of two (2) years from and after the date of the passing, approval, and/or acceptance of any such Work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered.

The Contractor shall not be required to do normal maintenance work under the guaranteed provisions. Failure on the part of the Contractor and/or their Surety, immediately after notice to either, to repair or replace any such defective materials and Workmanship shall entitle the City, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the Contractor and/or their surety, who shall in any event be jointly and severally liable to the City for all damage, loss and expense caused to the City by reason of the Contractor's breach of this Contractor and/or their failure to comply strictly with the Contract and with the Drawings and Specifications.

10. **PROJECT MANAGER:** The City shall designate a Project Manager. All Work done shall be subject to the review of the City's Project Manager or Department Director. Any and all technical questions, which may arise as to the quality and acceptability of materials furnished, work performed or work to be performed, interpretation of the specified requirements and all technical questions as to acceptable fulfillment of the Contract on the part of the Contractor shall be referred to the Project Manager who will resolve such questions.

    The Work shall be subject at all times to review by the City Project Manager or Department Director. The City shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed review. The City shall not be responsible for the acts or omissions of the Contractor. All changes to the scope of work or any deviations from the Contract Documents must be mutually approved in writing and processed through Purchasing & Contracting in accordance with City policy.

11. **CONTRACTOR'S DUTY & PERFORMANCE:** Contractor's services will meet the industry standard level of care and skill ordinarily used by members of Contractor's occupation/profession performing the type of services provided herein within the State of Florida.

    Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over assembly means, methods, techniques, sequences, and procedures, and coordinating all portions of the Work under this Contract, unless the Contract Documents give other specific instructions concerning these matters.

    Failure to fully perform to the requirements specified herein in an effective and timely fashion will be unacceptable to the City and upon notice from the Department

Director or Project Manager, the Contractor agrees to implement immediate corrective measures.

Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work. Unless otherwise provided in the Contract Documents, Contractor shall pay all sales, use, and other similar taxes.

Contractor shall hold and maintain at all times during the term of this Contract all federal, state, and local licenses necessary to perform the Work under the Contract.

Cleanup - The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or Work. At the completion of the Work, the Contractor shall remove all their rubbish, tools, scaffolding and surplus materials and shall leave the work area "broom clean" or its equivalent, unless more exactly specified, and shall ensure that all debris and other unsightly objects are removed and disposed of in a satisfactory manner in accordance by Florida regulations as well as clean and degrease the area. At no additional expense to the City, the Contractor will restore to their original conditions or better, as nearly as practicable, those portions of the site not designated for alteration and all such property, structure, utilities, landscaping, etc., disturbed or damaged during the completion of the Work. Final payment will be withheld until such clean up and repairs are completed.

The Work will be considered complete only after all debris and unused material due to or connected with the Work have been removed and the surrounding area left in a condition satisfactory to the City. In the event the City finds that the Contractor has not complied in keeping the job site clean, the City may, after twenty-four (24) hours written notice to the Contractor to correct the situation, elect to have the job site cleaned by an independent labor force. The cost of cleaning by said independent labor force shall be deducted from the monies due the Contractor.

12. **CONTRACTOR'S RESPONSIBILITY FOR WORK:** Until acceptance of Work by the City, the Work shall be under the charge and care of the Contractor, and Contractor shall take every necessary precaution against damage to the Work by action of the elements or from any other cause whatsoever, whether arising from execution or from the non-execution of the Work. The Contractor shall reprint, repair, restore, and make good, without additional compensation, all damage to any portion of the Work occasioned by

any cause, other than the sole and active negligence of the City, before its completion and acceptance.

Materials and equipment shall be stored so as to incur the preservation of their quality and fitness for the Work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located so as to facilitate prompt inspection.

13. UNCONTROLLABLE CIRCUMSTANCES ("FORCE MAJEURE"):

Contractor shall not be subject to any liability for failure to carry out any of the terms of this Contract to the extent that such failure shall be due to a Force Majeure event, as defined herein. Contractor shall not be relieved from liability for failures that are due to a Force Majeure event that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact of such event. Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the Contractor claiming Force Majeure: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the state of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the Contractor claiming Force Majeure. Contractor shall be entitled only to extensions of the contract time when approved by the City as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

14. SUBCONTRACTS AND ASSIGNABILITY: The Contractor shall not assign any interest in the Contract and shall not transfer any interest in the same without the prior written consent of the City. Any subcontracts or other work which is performed by persons or firms other than the Contractor under this Contract or any work orders shall have prior written approval of the City. Any subcontracts, outside associates, or other Contractors required by the Contractor in connection with services covered by this Contract must be specifically approved by the City, thereby:

a) Approval will be given only after the Surety on the Contract Bond has informed the City in writing that it approves of such assignment being made.

b) In the event the Contractor shall undertake to assign all or any part of any monies due or to become due under the Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any of such monies shall be subject to the prior liens of all persons for services rendered or materials supplied for the performance of all Work embraced by the Contract.

15. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees of the City. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor may perform services for others, which solely utilize Contractor's facilities and do not violate any confidentiality requirements of this Contract. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties with respect to Contractor, its officers, agents, and employees, shall include, but limited to:

a) Providing Worker's Compensation coverage for employees as required by law; and

b) Hiring of any employees, assistants, or subcontractors necessary for performance of the Work; and

c) Providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; and

d) Payment of all federal, state, and local taxes income, or employment taxes, if Contractor is not a corporation, self-employment, Social Security taxes; and

e) Compliance with the Fair Labor Standards Act, 29 U.S.C. §§201. Et. Seq., including payment of overtime in accordance with the requirements of said Act; and

f) Providing employee training for all functions necessary for performance of the Work; and

g) Providing equipment and materials necessary to the performance of the Work; and

h) Providing office or other facilities for the performance of the Work.

1) In the event the City provides training, equipment, materials, or facilities or otherwise facilitates performance of the Work, this shall not affect any

of the Contractor's duties hereunder or alter Contractor's status as an independent contractor.

16. **PROTECTION OF PERSON AND PROPERTY:** The Contractor shall exercise precaution at all times for the protection of persons and property. The Contractor and all subcontractors shall strictly comply with all safety provisions of all applicable laws and ordinances and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida. Failure to comply with the Act constitutes a failure to perform on behalf of the Contractor. This Contract requires that the Contractor and any subcontractors hired by the Contractor agree to reimburse the City for any fines and/or court cost arising from penalties charged to the City for violations of OSHA committed by the Contractor or any subcontractor.

    The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or lost to, all employees on the Work and all other persons who may be affected thereby; all the Work materials and equipment to be incorporated therein, whether in storage on or off the project site or adjacent thereto, including vehicles and equipment therein, trees, shrubs, lawn, walks, pavements, structures, and utilities including, but not limited to, fire hydrants, swales, gutters, sewer inlets, drainage ditches, etc. Contractor shall ensure that its Contract Work does not impair the proper functioning of these utilities.

    The Contractor shall perform any Work and shall furnish and install materials and equipment necessary during an emergency endangering life or property. In all cases, the Contractor shall notify the City Project Manager of the emergency as soon as practicable but shall not wait for instruction before proceeding to properly protect both life and property.

    The City has the right to order the Contractor to discontinue hazardous work practices upon immediate verbal and subsequent written notice. It is required that the Contractor keep and maintain all necessary protective devices in place and in proper condition at all times where Work is being performed, to prevent injury to person or damage to public or private property.

    The Contractor shall be held responsible for such safety and protection until final written acceptance of the Work is issued by the City.

17. **INDEMNIFICATION**: The Contractor shall indemnify, save harmless and defend the City

and all of its officers, agents, and employees from all claims, actions or suits, including reasonable attorney's fees, any injury or damage sustained by any person or property the said Contractor's operations relating to this Contract; or because of or in consequence of any neglect causing bodily injury, illness, or death, or property damage; or through the use of unacceptable materials in constructing the work; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission by said Contractor or that of a Subcontractor, or anyone employed by them, or for whose acts Contractor or a Subcontractor may be liable; or because of any claims or amounts recovered from any infringement or patent, trademark or copyright; or from any claims or amounts arising or recovered under workers compensation law or any other laws.

Should the Contractor fail to maintain adequate protection for the City a portion of the money due the Contractor under the Contract, as may be considered necessary by the Purchasing & Contracting Administrator, may be retained for use by the City to address all such claims. In case no money is due, the Contractor's Surety shall be held until such suit(s), action(s), or claim(s) for damage(s) or injury(ies) as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Purchasing & Contracting Administrator. The exception being that money due the Contractor will not be withheld under this provision when the Contractor produces satisfactory evidence that they have, in the opinion of the City, adequate insurance coverage.

The Contractor guarantees the payments of all just claims for materials, supplies, tools, labor, and other just claims against him or any subcontractor in connection with this Contract. The Contractor's bond will not be released by final acceptance and payment by the City unless all such claims are paid or released. Final waivers of liens for all subcontractors shall be provided to the Purchasing & Contracting Administrator in a timely manner after requesting a final inspection.

18. **INSURANCE**: The Contractor shall not commence work under this Contract until they have obtained and provided insurance specified in the Contract Documents and in such amounts that will provide adequate protection to the City and the Contractor against all liabilities, damages, and accidents, nor shall Contractor commence work until such insurance has been approved by the City. The Contractor shall not allow any Subcontractor to commence on their subcontract until all insurance required of the Subcontract has been obtained and approved in the same manner. Neither the approval by the City nor a failure to disapprove insurance furnished by the Contractor or

Subcontractor release the Contractor or Subcontractor of full responsibility for liability, damages, or accidents.

The Contractor and each Subcontractor shall maintain such required insurance during the life of the Contract, and no modification or change of insurance coverage and/or provision shall be made without thirty (30) days advance notice to the City. Coverage shall be as follows:

a) Commercial General Liability Insurance coverage on an occurrence basis in the minimum amount of $1,000,000 per occurrence and $2,000,000 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury and advertising liability and medical payments. The City shall be named as an Additional Insured.

b) Auto Liability Insurance, covering all vehicles, owned or otherwise, used in connection with this Contract, with a minimum combined single limit of $1,000,000, including hired and non-owned liability and $25,000 medical payment.

c) Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor(s) to provide evidence of this coverage. Workers' Compensation exemption forms are only accepted for independent contractors and sole proprietorships that perform the work or services required of the City themselves, they shall not have employees or sub-contract the work to other entities or individuals. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all Subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each Subcontractor, Contractor or supplier when applicable. All workers' compensation policies must include coverage for employer liability of $500,000 for each accident and each disease.

d) In the event that the Contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall

also be protected by a Professional Liability Insurance Policy (Errors and omissions, Directors and Officers, Architect and Engineers, Etc.) in the amount of $2,000,000 per claim.

e) In the event the Contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

f) In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

g) The awarded Contractor shall have five (5) days to provide certificates of insurance to the City Purchasing and Contracting Department demonstrating that the aforementioned insurance requirements have been met prior to the commencement of Work under this Contract. The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the City as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

19. <u>BONDS</u>:

a) **PERFORMANCE AND PAYMENT BONDS** – Pursuant to stipulations hereto, a performance and payment bond, on the prescribed form and equal to 100% of the contract amount will be required for this Contract prior to any commencement of Work.

b) **MAINTENANCE BOND** – A maintenance bond, equal to ten percent (15%) of the final contract amount will be required pursuant to the Contract Documents.

c) **ADDITIONAL BONDS** – It is further agreed between the parties hereto, that if at any time after the execution of this Contract and the Performance Bond hereto attached for its faithful performance, the City shall deem the surety or sureties upon such bond to be unsatisfactory if their rating falls below A- per the Best's Key Rating Guide, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, within five (5) days after receipt of notice from the City to do so, the Contractor shall, at their own expense, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the City.

20. **GENERAL PERSONNEL:** The Contractor represents that it will secure at its own expense all personnel and subcontractors required for services, which are necessary to complete the Work as described in this Contract. All services under this Contract shall be performed by the Contractor or Subcontractor and all persons engaged in work under the Contract shall be qualified to perform such services and authorized under federal, state, and local laws to perform such services. Personnel who perform services under this Contract shall not be employees of the City.

All workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any worker including supervisors, employed by the Contractor or Subcontractor who, in the opinion of the City does not perform Work under this Contract in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the City, be removed from the City's project immediately and shall not be employed again in any portion or the Work without the approval of the City.

The Contractor shall at all times be responsible for the conduct and discipline of their employees and/or any subcontractor or persons employed by subcontractors. The Contractor shall provide a current listing of names and license numbers of all personnel executing Work related to this Contract. This listing shall be updated by the Contractor within three days of a personnel change.

21. **EQUAL OPPORTUNITY EMPLOYER:** The City is an Equal Opportunity Employer (EOE) and as such encourages all Contractors to voluntarily comply with EOE regulations with regards to gender, age, race, veteran status, country of origin, and

creed. Any subcontracts the Contractor may enter into shall make reference to this clause with the same degree of application being encountered. When applicable the Contractor shall comply with all State or Federal EOE regulations.

22. **DRUG-FREE WORKPLACE:** The City of Titusville encourages all Contractors to maintain a drug-free workplace program in accordance with Section 440.102 of the Florida Statutes.

23. **PUBLIC ENTITY CRIME:** The Contractor shall file a sworn statement with the City, which is provided under Contract Forms, stating whether a person or affiliate as defined in Section 287.133(1), Florida Statutes, has been convicted of a public entity crime subsequent to October 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

24. **E-VERIFY:** As a condition precedent to entering into a Contract as a result of this bid/proposal, and in compliance with Section 448.095, Florida Statutes, Contractor, and its Subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 2, 2021.

    a) The City shall not enter into, or renew, a contract with a Contractor that is not enrolled in E-Verify. Any Contractor that has a contract with the City shall be contractually obligated to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The Contractor shall provide the City acceptable evidence of their enrollment at time of execution of the contract or renewal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the Business.

    b) Contractor shall require of its Subcontractors to provide Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the Subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

    c) The City, Contractor, or any Subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statute or the provision of this section shall terminate the Contract with the person or entity.

    d) The City, upon good faith belief that a Subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly

notify Contractor and Contractor shall immediately terminate the contract with the Subcontractor for all work related to the City's Contract.

e) A Contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(3)(d), Florida Statute. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public Contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

f) Subcontracts: Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

25. **SCRUTINIZED COMPANIES:** Section 287.135, Florida Statutes, prohibit state agencies departments, and local government entities from contracting with Scrutinized Companies. Contractor and Subcontractor(s) shall complete the Affidavit form provided in the bid/proposal booklet and hereby incorporated as part of the Contract Documents. Contractor and Subcontractor shall affirm not to be on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to s. 215.473, Florida Statutes, nor have business operations in Cuba or Syria and are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or participating in a boycott of Israel. The Contractor or Subcontractor further acknowledges and agrees that the City may immediately terminate this Contract and any subsequent renewal Contract for cause if the Contractor or Subcontractor is found to have submitted a false certification or if the Contractor or Subcontractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the Term of the Contract. Further, the Contractor or Subcontractor acknowledges and agrees that a false certification or representation hereunder is a material breach of this Contract, and the Contract shall be terminated by

the City if the Contractor or Subcontractor and any actively contracted company for the Contractor or Subcontractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

26. **ANTI-DISCRIMINATION:** Contractor for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-leases, as a part of the consideration hereof—hereby covenants and agrees that:

    a) No person on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

    b) No Employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Contract.

27. **DISCRIMINATORY VENDOR LIST:** Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a),Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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."

28. **GRATUITIES AND KICKBACKS:**

    a) **GRATUITIES**

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Subcontract, or to any solicitation or proposal therefore.

b) KICKBACKS

It must be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier Sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

c) CONTRACT CLAUSE

The prohibition against gratuities and kickbacks prescribed in this section must be conspicuously set forth in every Contract and Subcontract and solicitation, therefore.

29. **FOREIGN GIFTS AND CONTRACTS:** The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 268.101(7)(b), Florida Statutes: "In addition to any fine assessed under Florida Statutes 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must 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.

30. **ANTITRUST VIOLATIONS; DENIAL OR REVOCATION:** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under

a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

31. ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM:

Pursuant to Florida Statute 287.05701, local governments cannot give preference to a contractor based on social, political or ideological interests such as those listed directly below. Contractors are also prohibited from giving preference to subcontractors based on the below listed factors. Violations will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

List of Prohibited Preference Factors:

a) The Contractor's political opinions, speech, or affiliations.
b) The Contractor's religious beliefs, religious exercise, or religious affiliations.
c) The Contractor's lawful ownership of a firearm.
d) The Contractor's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
e) The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
f) The Contractor's support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking.
g) The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph.
h) The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law:
    1) Environmental standards, including emissions standards, benchmarks, requirements, or disclosures;
    2) Social governance standards, benchmarks, or
    3) requirements, including, but not limited to, environmental or social justice;

4) Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or

5) Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

32. SEVERABILITY: If any clause or provision of this Contract is found illegal, invalid, or unenforceable under present or future laws effective during the Term of this Contract, then and only in that event, it shall be the intention of the parties that the remainder of this Contract, and the Term covered thereby, shall not be affected. All rights, powers, and privileges conferred by this Contract upon the Parties shall be cumulative but not restricted to those given by law.

33. TERMINATION:

a) **TERMINATION FOR CAUSE:** The Contract may be terminated by the City for cause in the event of any breach hereof, including but not limited to, Contractor's:

1) Failing to carry forward and complete Work in accordance with the requirements hereof; or

2) Failing to comply with applicable laws, regulations, permits, or ordinances'; or

3) Failing to timely commence or continuously and vigorously pursue correction of defective Work; or

4) Making a general assignment for the benefit of its creditors; or

5) Having receiver appointed because of insolvency; or

6) Filing bankruptcy or having a petition for involuntary bankruptcy filed against it; or

7) Failing to make prompt payments, when properly due, to subcontractors, vendors, or others for materials or labor used in the Work; or

8) Making material misrepresentation to the City regarding Work or performance thereof.

The City shall provide Contractor with written notice of its intention to terminate this Contract for cause, which shall provide the effective date of the termination. Such notice shall state the nature of the deficiency and, at the

City's sole judgment and discretion, may afford Contractor an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure said deficiency. If the deficiency has not been corrected within the time allotted, the City may take possession of the Work and finish the Work by whatever method(s) the City deems expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is completed and accepted by the City. If the unpaid balance of the total compensation exceeds the expense of completing Work, including compensation for additional managerial and administrative services, the excess will be paid to Contractor. If the expense exceeds the unpaid balance, Contractor shall pay the difference to the City. The expense incurred by the City and the damage incurred through Contractor's default will be certified by the City.

b) **TERMINATION FOR CONVENIENCE:** Notwithstanding any other provision of this Contract, the City may terminate this Contract, or any Work issued under it, in whole or in part, at any time, with or without cause, upon ten (10) days written notice to the Contractor.

Upon receiving notice of termination, the Contractor shall discontinue the Work on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services, or facilities except as needed to continue any portion of the Work that was not terminated. The Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

In the event of such termination, the Contractor shall be compensated for any Work performed prior to the date of the termination and for materials that were ordered prior to the receipt of notice of termination that cannot be returned to the vendor. Any such materials shall become the property of the City. Contractor waives all claims for compensation in excess of that which is specially provided for herein, including but not limited to, loss of anticipated profits; idle equipment, labor, facilities; and claims of subcontractors and vendors.

c) **BANKRUPTCY:** If the Contractor shall be adjudged bankrupt; or if it should make a general assignment for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of their property; or if it should persistently or repeatedly refuse or fail to make prompt payment to a person(s)

supplying labor or materials for the Work under the Contract; or persistently disregard instructions of the Purchasing & Contracting Administrator; or fail to observe or perform any provisions of the Contract Documents; or otherwise be guilty of a substantial violation of any provisions of the Contract Documents, the City may – by at least ten (10) days prior written notice to the Contractor – without prejudice to any other rights or remedies of the City under the Contract, terminate the Contractor's right to proceed with the Work. In such event, the City may take over the Work and proceed with same to completion – by Contract or otherwise – and the Contractor and its Sureties shall be liable to the City for any excess cost incurred by the City. In such case, the City may take possession of and utilize in completing the Work, such necessary materials, appliances, and plant as may be on the site of the Project. The foregoing provisions are in addition to, and not in limitation of, the right of the City under any other provisions of the Contract Documents.

34. **COMPLIANCE WITH LAW:** The Contractor expressly agrees to comply with all known laws and regulations relating to providing services under this Contract. The failure of the Contractor to adhere to any known law or regulation pertaining to furnishing services under this Contract shall constitute a material breach of this Contract.

35. **CERTIFICATION OF RESTRICTION ON LOBBYING:** The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any Florida Department of Transportation (FDOT) Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with the instructions.

36. **GOVERNING LAW:** The laws of the State of Florida shall govern this Contract.
37. **VENUE:** In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings shall be in Brevard County, Florida.
38. **WAIVER OF TRIAL BY JURY:** The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.
39. **ATTORNEY'S FEES:** In the event of any legal or administrative proceedings arising from or related to this Contract, including appeals, each party shall bear its own costs and attorney's fees.
40. **CONFLICT OF INTEREST:** No officer, member or employee of the City or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in this contract or any related subcontract, or the proceeds thereof. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
41. **CONFLICTING PROVISIONS:** Notwithstanding any other provision in this Contract Document, whenever any provisions in the Contract Documents are inconsistent or conflict, the stricter provision shall prevail.
42. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company corporation individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, or making of this Contract. For the breach or violation of this paragraph, the City shall have the right to terminate the Contract without liability and, at its discretion, deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
43. **CONSTRUING PROVISIONS:** This Contract shall not be construed against the party who drafted the same, as both parties have obtained experts for their choosing to review the legal and business adequacy of the same. In any conflict between the Technical Specifications, and the General terms of this Contract, the provisions of the latter shall prevail.
44. **SEPARATE COUNTERPARTS & EXECUTION:** This Contract and any amendments hereto may be executed by the Parties individually or in any combination, in one or more

counterparts, each of which shall be an original and all of which shall together constitute one and the same contract. Execution and delivery of this Contract and any amendments by the Parties shall be legally valid and effective through; (i) executing and delivering the paper copy of the documents, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in "portable document format" (",pdf") or other electronically scanned format, or (iii) creating, generating, sending, receiving, or storing by electronic means this Contract and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Contract (i.e. "electronic signature" through a process such as DocuSign®). In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of the Contract is sought.

45. **RETENTION AND REVIEW OF RECORDS:** The Contractor and its subcontractors or suppliers shall retain all records relating to this Contract for a period of five (5) years, or as further directed by local, state, or federal regulations, from the date that the City makes final payment, and all other pending matters are closed.

    The Contractor and its subcontractors or suppliers shall make available all books, documents, papers, and records of the Contractor or its subcontractor or suppliers, which are directly pertinent to this Contract, to the City's Purchasing and Contracting Administrator or their duly authorized representative, or the U.S. Comptroller General or Inspector General, or the Auditor General, or FDEP duly authorized representative for the purpose of making an audit, inspection, review, copying, excerpts and transcriptions. The Contractor and its Subcontractors will permit such representatives to interview employees on the job during working hours.

46. **AUDIT RIGHTS:** The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must all the City to inspect, examine and review the records of the Contractor in relation to this Contract at any and all times during normal business hours during the term of the Contract.

47. **PUBLIC RECORDS:** Records of the Contractor that are made or received in the course or performance of the Contractor's obligations under this Contract may be public records

that are subject to the requirements of Chapter 119, Florida Statutes and accordingly Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Florida Statute. In the event the Contractor receives a request for any such records, the Contractor shall notify the City and comply with Chapter 119, Florida Statute. The Contractor shall not prepare any news or press release in any way related to this Contract, without the City's written consent. Contractor hereby agrees to comply with the following:

a) As provided in Section 119.0701, Florida Statutes, the Contractor is required to, and by executing this Contract, the Contractor agrees to:
   1) Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.
   2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes or as otherwise provided by law.
   3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized the law for the duration of the contract term and following the completion of the Contract if the Contractor does not transfer the records to the City.
   4) Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records as required by the City to perform the service. If the Contractor transfers all public records upon completion of the Contract, 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, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

b) The term "public record" as used in this provision include all documents,

papers, letters, maps, books, tapes, photographs, films, sound records, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

IF CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. WASHINGTON AVE., TITUSVILLE, FL 32796.

"Left Blank Intentionally"

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Contract upon the terms and conditions above stated.

CONTRACTOR:
Masci General Contractor, Inc.
5752 South Ridgewood Ave
Port Orange, Fl 32127

By: _____
Leonel Masci, President

Date: _____

OWNER:
City of Titusville
555 S. Washington Avenue
Titusville, FL 32796

By: _____
Andrew Connors, Mayor

Date: _____

ATTEST:

_____
Wanda F. Wells, City Clerk

Date: _____

APPROVED AS TO FORM:
Legal Sufficiency
Office of the City Attorney
Andriene Treasure, City Attorney

Date: 4/20/2026

APPROVED AS TO CONTENT:

_____
Tom Abbate, City Manager

Date: _____

Staff Review & Preparation:

_____ Date: _____
Leslie Rothering, Purchasing & Contracting Administrator

_____ Date: _____
Sandra Reller, Public Works Director

Exhibit 1 – ITB Bid Document

Exhibit 2 – Contractor's Bid Submittal

Budget Amendment/Transfer Form

Source of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
401-0000-389.50-12		UNRESERVED PROPRIETARY	$ 602,785	Budget Amendment
		Total	**$ 602,785**	

Use of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
401-5555-536.65-00-WR2603	WR2603		$ 602,785	Budget Amendment
			$ -	Budget Amendment
		Total	**$ 602,785**	

Input Name:	Budget Office Approval:	Notes:
		COUNCIL AGENDA 4/28/26; KNOX MCRAE MASTER PUMP STATION IMPROVEMENTS
Input Date:	**Budget Office Approval Date:**	
Manual JE/BA#:	**Post Date:**	

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Blue Heron Filter Project**

Department/Office: Public Works

Recommended Action:

Approve the award of contract CN-26N-25/LR to L7 Construction, Inc. for the Blue Heron WRF Filter Upgrade project in the amount of $5,669,437, approve the associated budget amendment, and authorize the Mayor to execute the contract.

Summary Explanation & Background:

The Blue Heron Water Reclamation Facility includes two tertiary automatic backwash sand filters that are over 25 years old and have reached the end of their useful life. Replacement of the filters is necessary to maintain reliable treatment operations. Following evaluation of available technologies, AquaDiamond cloth media filters were selected as the most efficient and appropriate option. The project includes rehabilitation of the existing filter structure to accommodate the new system, conversion of the effluent trough into a backwash channel, and installation of a new moving bridge and canopy. The upgraded system will increase filtration capacity to 20 MGD at peak flow, exceeding the plant's current capacity and projected future demands.

Resolution No. 21-2025 was approved at the November 25, 2025 City Council meeting declaring its official intent to reimburse itself from future tax-exempt financing for capital improvements within the water and sewer system. This project was included in that request.

The bid for the construction of the filters was advertised on January 22, 2026 as CN-26-B-025/LR with a due date of March 16, 2026 for bids. The project had 63 planholders and seven (7) vendors who submitted sealed bids. The bids were opened on March 16th, 2026. Bids ranged from the low bid $5,669,437 to $8,137,724.00 (see bid tabulation).

It is recommended that Council approve the award of contract CN-26N-25/LR to the low bidder, L7 Construction, Inc. for the Blue Heron WRF Filter Upgrade project in the amount of $5,669,437, approve the associated budget amendment, and authorize the Mayor to execute the contract.

Alternatives:
Do not award the contract.

Item Budgeted:
Yes, but see BA for additional funding to cover the full cost.

Source/Use of Funds/Budget Book Page:
401-5555-536.65-00-WR2602 CONSTRUCTION IN PROGRESS
$296,700
401-0000-389.50-12 UNRESTRICTED PROPRIETARY
$296,700

Strategic Plan:
Goal No 2

Strategic Plan Impact:
This project aligns with goal number 2 by investing in aging infrastructure.

ATTACHMENTS:
1. CN-26-B-025LR Bid Tabulation
2. Exhibit 2 CN26-B-025LR - L7 Construction Inc.
3. Exhibit1 CN26B025LR1Front End Docs
4. Contract CN26B026 LR
5. BA - BLUE HERON FILTER PROJECT

BID TABULATION

City of Titusville
Purchasing & Contracting Division

SOLICITATION TITLE: Blue Heron WRF Filter Upgrade
SOLICITATION #: CN-26-B-025/LR
OPENING DATE/TIME: March 16, 2026 @ 3:00 p.m.
POSTING DATE/TIME: March 20, 2026 @ 4:00 p.m.

ITEM	DESCRIPTION	UOM	QTY	L7 Construction, Inc. UNIT PRICE	Florida Design Contractors UNIT PRICE	SGS Contracting Services, Inc. UNIT PRICE	Carr & Collier Inc. UNIT PRICE	Lawrence Lee Construction Services, Inc. UNIT PRICE	SDV Services, LLC UNIT PRICE	Razorback, LLC UNIT PRICE
1	Moblilization	Lump SUM	1	$368,000.00	$290,000.00	$200,000.00	$600,000.00	$350,000.00	$1,500,000.00	$906,940.00
2	Demo / Disposal of Existing Filter Equipment	Lump SUM	1	$108,141.00	$140,000.00	$250,000.00	$157,000.00	$400,000.00	$750,000.00	$477,754.00
3	Existing Filter Basin Modifications	Lump SUM	1	$668,000.00	$630,000.00	$650,000.00	$250,773.00	$500,000.00	$700,000.00	$1,081,260.00
4	Filter Equipment & Installation	Lump SUM	1	$3,550,535.00	$3,370,000.00	$3,425,700.00	$3,750,000.00	$4,150,000.00	$3,000,000.00	$4,116,508.00
5	Alum canopy	Lump SUM	1	$275,000.00	$355,000.00	$650,000.00	$610,000.00	$600,000.00	$250,000.00	$590,340.00
6	Weir Gates	Lump SUM	1	$300,000.00	$315,000.00	$300,000.00	$285,000.00	$300,000.00	$300,000.00	$366,822.00
7	Miscellaneous Metals	Lump SUM	1	$85,000.00	$136,000.00	$150,000.00	$100,000.00	$125,000.00	$300,000.00	$175,000.00
8	Electrical / I&C	Lump SUM	1	$300,961.00	$500,000.00	$300,000.00	$400,000.00	$300,000.00	$350,000.00	$399,000.00
9	Restoration	Lump SUM	1	$10,000.00	$18,000.00	$15,000.00	$10,000.00	$25,000.00	$40,000.00	$6,000.00
10	As-Built Survey	Lump SUM	1	$3,000.00	$11,000.00	$2,000.00	$5,000.00	$10,000.00	$20,000.00	$18,000.00
11	Concrete Repair	Lump SUM	1	$800.00	$80.00	$15,000.00	$20,000.00	$77,000.00	$177,500.00	$100.00
		GRAND TOTAL BID PRICE		$5,669,437.00	$5,765,080.00	$5,957,700.00	$6,187,773.00	$6,837,000.00	$7,387,500.00	$8,137,724.00

Non-Responsive Bids:

Additional notes:

INTENDED AWARD: L7 Construction, Inc.

Pursuant to Florida Statutes, Chapter 120.57, any person who is adversely affected by the City's decision or intended decision shall file a written notice of protest with the Purchasing & Contracting Administration Division within 72 hours after the posting (electronic or otherwise) of one of the following, whichever occurs first: (i) notice of decision or (ii) bid tabulation stating the intended decision. The nature of the protest must be followed within ten (10) days of filing a formal written notice fully detailing all elements, which promulgated the protest. All decisions of the governing body are final. Failure to file a protest within the time prescribed in section 120.57(3), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

INITIALS: MBG / TB

Bidder Checklist

One (1) original hardcopy completed on the Bid Packet as furnished with one (1) electronic copy using a CD or USB drive. Following items must be included with submittal for Bid to be considered responsive.

- ☑ Bidder's Checklist & Addendum Acknowledgements – **Page 4**
- ☑ Bid Form and Price Proposal Form – **Page 85**
- ☑ Bid Bond ON BID BOND FORM PROVIDED – **Page 90**
- ☑ Certificate as to Corporate Principal – **Page 92**
- ☑ Affidavit – **Page 94**
- ☑ Subcontractor list – **Page 95**
- ☑ Questionnaire Form (including References) - **Page 96**
- ☑ Trench Safety – **Page 99**
- ☑ Public Entity Crimes - **Page 101**
- ☑ Scrutinized Companies Certificate: Pursuant to Florida Statute § 287.135 – **Page 104**
- ☑ E-Verify Affidavit E-Verify #777472 **Page 106**
- ☑ Drug Free Workplace Certification – **Page 107**
- ☑ Certification Regarding Debarment Suspension, Ineligibility,Voluntary Exclusion – **Page 108**
- ☑ Equal Employment Opportunity Certification – **Page 109**
- ☑ Form of Non-Collusion Affidavit – **Page 110**
- ☑ Disclosure Form Foreign Influence _ **Page 111**

Addendum Acknowledgment - Bidder acknowledges that the following addenda have been received and are included in this Bid:

☐ Addendum 1 _____ Dated 2/16/2026

☐ Addendum 2 _____ Dated 2/20/2026

☐ Addendum 3 _____ Dated 2/27/2026

Proof that your firm is licensed to perform this work, proof of insurance, and all completed Required Forms within this packet must be included with this bid for your bid to be considered.

Addendum 4 _____ Dated 3/4/2026

Addendum 5 _____ Dated 3/5/2026

Addendum 6 _____ Dated 3/10/2026

Addendum _ _____ Dated _____

Addendum _ _____ Dated _____

PLEASE COMPLETE AND SUBMIT WITH BID

BID PRICE PROPOSAL
(Bid Form)

Project Identification: **BLUE HERON WRF FILTER UPGRADE**

Project Bid No.: **26-B-025/LR**

TO: CITY OF TITUSVILLE:

In accordance with your advertisement inviting bids to be received at City Hall Purchasing & Contracting Division, 555 South Washington Avenue, Titusville, Florida, 32796 this Bid Proposal is submitted for the above captioned project.

NAME OF BIDDER: L7 Construction, Inc. DATE: 3/16/26
BUSINESS ADDRESS: 275 Hunt Park Cove Longwood, FL 32750
PHONE NUMBER: 321-972-9325 FAX NUMBER:407-732-7812 EMAIL ADDRESS: BLefever@L7Constructs.com
BIDDER'S SIGNATURE & TITLE: President BRETT LEFEVER
CONTRACTOR'S FLORIDA LICENSE NUMBER (S): CGC1514056
CITY OF TITUSVILLE BUSINESS TAX RECEIPT NUMBER:
FEID # 26-0210469 **SAMS REGISTRATION #** VLRTENSL6BJ9

BIDDER DECLARATION/ACKNOWLEDGEMENT

THIS BID IS SUBMITTED TO THE CITY OF TITUSVILLE (AKA – OWNER):

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the City, in the form provided herein, to perform and furnish all Work specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid Form and the Agreement, and in accordance with the other terms and condition of the Contract Documents and Instructions to Bidders made a binding part of this bid.

2. Bidder accepts all of the terms of the Bidding Documents including without limitation those addressing the disposition of the Bid Bond.

3. This bid will remain open for a period of ninety (90) consecutive calendar days after the date of the bid opening.

4. In submitting this Bid, the Bidder further represents and warrants as follows:
   a. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site conditions, locality, all applicable laws, regulations, jurisdictions, etc., which may affect cost, progress of the Work, performance or furnishing of necessary materials for the Work.
   b. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface of subsurface structures at or contiguous to the site (except Underground facilities) which have been identified in the supplementary conditions as provided for herein. BIDDER accepts determinations set forth hereby to the extent that "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as limited by the provisions associated with the data. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER'S purposes. BIDDER acknowledges that OWNER does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
   c. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and program incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
   d. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
   e. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and date with the Contract Documents.
   f. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by CITY is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
   g. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a farce or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and

BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

h. BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete all work of the PROJECT within the Contract Time specified in the Construction Contract. BIDDER further accepts the provisions of the Construction Contract as to liquidated damages and agrees to pay as liquidated damages the amount stated in the Construction Contract and General Conditions, for each consecutive calendar day completion of the Work is delayed.

Completion Schedule

1) The Project shall be complete in 360_ **consecutive calendar days** from the official Notice to Proceed.

5. All bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.

6. In accordance with Instructions to Bidders, if the Contract is to be awarded, it will be awarded on the basis of the lowest "Total Base Bid" after adjustments for additive or deductive alternates. Additive or deductive alternates (if any) will be considered in determining the lowest responsive, responsible Bidder. The OWNER reserves the right to accept any or all additive or deductive alternates, in his sole discretion, prior to the award of the Contract. The OWNER also reserves the right to delete any portion of the Work as shown in the bid schedule prior to award and adjust each bidder's "Total Bid" accordingly.

7. The documents are attached to and made a condition of this Bid. PLEASE NOTE YOUR ACKNOWLEDGEMENT BY INITIALING IN SPACE PROVIDED ON PAGE 2 BID CHECKLIST.

Having carefully examined the Bid Documents, comprised of the plans, specifications, and all other documents bound herewith and or referenced hereby, any addenda or bulletin as prepared or sanctioned by the City and being familiar with the various conditions affecting the work, the Bidder proposes and agrees, if this Proposal is accepted, to execute all appropriate Contract Documents for the purpose of establishing a formal contractual relationship between him and the City, for the furnishing of all materials and the performance of all Work to which this bid proposal pertains and for which the following total bid is submitted:

REVISED – Addendum 5

SCHEDULE OF BID FORM FOR

BLUE HERON WRF FILTER UPGRADE

Bid # 26-B-025 LR

Item	Description	Plan Quantity	Unit	Unit Price	Total Cost
1	**Moblilization**	1	LS	$ 368,000	$ 368,000
2	**Demo / Disposal of Existing Filter Equipment**	1	LS	$ 108,141	$ 108,141
3	**Existing Filter Basin Modifications**	1	LS	$ 668,000	$ 668,000
4	**Filter Equipment & Installation**	1	LS	$ 3,550,535	$ 3,550,535.
5	**Alum canopy**	1	LS	$ 275,000	$ 275,000.
6	**Weir Gates**	1	LS	$ 300,000	$ 300,000
7	**Miscellaneous Metals**	1	LS	$ 85,000	$ 85,000
8	**Electrical / I&C**	1	LS	$ 300,961	$ 300,961
9	**Restoration**	1	LS	$ 10,000	$ 10,000
10	**As-Built Survey**	1	LS	$ 3,000	$ 3,000
11	**Concrete Repair**	1	LS	$ 800	$ 800
				BASE BID TOTAL	$ 5,669,437

Bidder proposes to do the Work for the above Bid for (words)

Five Million Six Hundred Sixty Nine Thousand Four Hundred Thirty Seven Dolla

($ 5,669,437.00).

THE ABOVE BID QUANTITIES ARE THE CITY'S ESTIMATED REQUIREMENTS AND WILL BE USED SOLELY FOR BID EVALUATION AND CONTRACT AWARD PURPOSES. THESE QUANTITIES DO NOT CONSTITUTE A GUARANTEE OF WORK OR INTENT THEREOF. THE CITY DOES NOT REPRESENT THAT THE ACTUAL QUANTITIES OF WORK PERFORMED WILL CORRESPOND WITH THE ABOVE BID QUANTITIES. FURTHERMORE, THE CONTRACTOR SHALL NOT PLEAD MISUNDERSTANDING OR DECEPTION BECAUSE OF QUANTITIES OR OF THE CHARACTER, LOCATION OR OTHER CONDITIONS PERTAINING TO THE WORK.

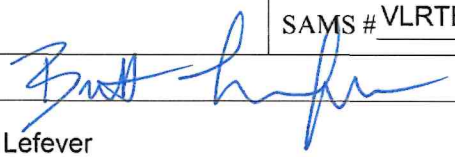
CONTRACTOR AGREES THAT PAYMENTS, FOR SATISFACTORY WORK PERFORMED, WILL BE BASED ON THE ACTUAL QUANTITIES OF WORK INSTALLED, AND THE ACTUAL QUANTITIES MAY BE GREATER THAN OR LESS THAN THE ABOVE BID QUANTITIES.

CONTRACTOR'S BID PRICES SHALL INCLUDE ALL SUPERVISION, LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, ADMINISTRATION, OVERHEAD AND PROFIT, AND ANY OTHER INCIDENTALS REQUIRED TO COMPLETE THE WORK TO THE CITY'S SATISFACTION AND READY FOR USE. NO SEPARATE PAYMENT WILL BE MADE FOR ANY OTHER ITEMS, REQUIRED TO BE PERFORMED BY THE CONTRACTOR TO COMPLETE THE WORK, WHICH ARE NOT CONTAINED IN THE ABOVE BID SCHEDULE. ACCORDINGLY, THE CONTRACTOR MUST INCLUDE ALL THE COSTS, FOR THE WORK AND THE SERVICES REQUIRED TO BE PERFORMED OR PROVIDED BY THE CONTRACTOR, IN THE CONTRACTOR'S BID PRICES FOR THE PAY ITEMS CONTAINED ABOVE.

THE FOLLOWING ITEMS AND THE COST OF SUCH WORK ARE SOME EXAMPLES OF WORK FOR WHICH NO PAY ITEMS HAVE BEEN ESTABLISHED AND CONSEQUENTLY THE CONTRACTOR MUST INCLUDE SUCH COSTS IN THE ABOVE BID ITEMS:

1. Maintaining and supporting existing above ground and below ground utility structures,
2. All other General Conditions including insurance, bonding, providing proper safety and sanitary facilities for workers, etc.
3. Any other required work or service not included in the Schedule of Bid Items.

The City reserves the right to award the contract to either the firm that submits the lowest "Bid Total Price" or the firm that submits the lowest bid price resulting from adding unit prices, provided that said bid is both responsive and responsible.

COMPANY NAME AND ADDRESS: L7 Construction, Inc. 275 Hunt Park Cove Longwood, FL 32750	PHONE # 321-972-9325 FAX # 407-732-7812 E-MAIL: BLefever@L7Constructs.com FEIN # 26-0210469 DUNS# N/A SAMS # VLRTENSL6BJ9
AUTHORIZED SIGNATURE:  PRINTED SIGNATURE: Brett Lefever TITLE: President	
DATE SIGNED: 3/12/2026	

BID SECURITY

Accompanying this Proposal is a five percent (5%) **(circle one)** Certified Check, (Bid Bond) Cashier's Check in the amount of Dollars ($_____) as bid security.

*Use City Bond Form

PLEASE COMPLETE AND SUBMIT WITH BID

STATE OF FLORIDA)
COUNTY OF BREVARD)
CITY OF TITUSVILLE)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that L7 Construction, Inc. as Principal, and Great American Insurance Company as Surety, are held and firmly bound unto the City of Titusville, in the penal sum of Five Percent of Amount Bid ---------- (Dollars) ($ -------- 5% --------), lawful money of the United States of America, for the payment of which sum well and truly be made, we bid ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid dated February 23, 2026, for:

CN26-B-025LR Blue Heron WRF Filter Upgrade

NOW THEREFORE,

(a) The principal shall not withdraw said bid within ninety (90) days after date of opening the same, and shall within twenty (20) days after the prescribed forms are presented to him for signature, enter into a written contract with the City, in accordance with the proposal as accepted, and five bonds with good and sufficient surety or sureties, as required, for the faithful performance and proper fulfillment of such contract: and,

(b) In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give bond within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, other wise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals, this 23 day of February, 2026, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:

If Sole Ownership or Partnership, one (1) Witness is required. If Corporation, Secretary only will attest & affix seal.)

Traci R Lefever, Secretary

PRINCIPAL:

L7 Construction, Inc.
(Name of Firm)

Affix Seal

(Signature of Authorized Officer)

Brett Lefever President
(Title)

275 Hunt Park Cove
(Business Address)

Longwood FL 32750
(City) (State) (zip)

SURETY:

Great American Insurance Company
(Corporate Surety)

Affix Seal

Surety ~~Secretary~~ Witness Diana Alvarez

(Signature of Authorized Officer)
Jorge L. Bracamonte, Attorney-In-Fact & Florida Licensed Resident Agent
(Title)

301 East 4th Street
(Business Address)

Cincinnati OH 45202
(City) (State) (zip)

JCA Surety Group, LLC
(Name of Local Insurance Agency)

123 Zelma Street, Suite A
Orlando, FL 32803
(Address) Inquiries: (321) 800-6594

The rate of premium on this bond is 10.35/10.35/7.24/6.21/5.52 per thousand.

Total amount of premium charges Bid Amount Based on Above Rates .
(The above must be filled in by Corporate Surety.)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 22626

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JORGE BRACAMONTE JESSIE SLOAN HALLIE MARTIN	ALL OF ORLANDO, FLORIDA	ALL $100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23RD day of MAY , 2025 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 23RD day of MAY , 2025 , before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 23rd day of February , 2026 .

Assistant Secretary

S1029AJ (04/25)

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Traci R Lefever, certify that I am the Secretary of the Corporation named as Principal in the within bond, that Brett Lefever who signed the said bond on behalf of L7 Construction, Inc. the ☐ principal, was then President of said corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and on behalf of said corporation by authority of its governing body.

Traci Lefever (Corporate Seal)
Secretary

STATE OF FLORIDA)
COUNTY OF BREVARD)
CITY OF TITUSVILLE)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared: Jorge L. Bracamonte, Attorney-In-Fact & Florida Licensed Resident Agent to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the Great American Insurance Company, and that he has been authorized by Great American Insurance Company to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Titusville, Florida.

Subscribed and sworn to before me this 23 day of February, 2026,

INSTRUCTIONS: Bid Bonds must be accompanied by an affidavit and a Power of Attorney, in compliance with Instructions to Bidders.

Jessie Sloan
Notary Public
12/10/2028
My Commission Expires

Jessie Sloan

Notary Public State of Florida
Jessie Sloan
My Commission HH 610234
Expires 12/10/2028

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATE

I HEREBY CERTIFY that a meeting of the Board of directors of L7 Construction, Inc., corporation under the laws of the State of Florida held on the _____ day of _____, the following resolution was duly passed and adopted:

"RESOLVED, that Brett Lefever, as President (title) of the corporation, is hereby authorized to execute the contract 4 day of March, 2026, between the CITY OF TITUSVILLE, a municipal corporation, and this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed shall be the official act and deed of this corporation."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 23RD day of FEBRUARY, 2026.

Traci LeFever
Secretary

Notary Public Information

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23RD day of FEBRUARY, 2026, by TRACI LEFEVER.
(year) (name of person acknowledging).

MELISSA PUGH
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Signature of Notary Public)

Personally Known X OR Produced Identification _____
Type of Identification Produced N/A

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

PLEASE COMPLETE AND SUBMIT WITH BID

STATE OF FLORIDA)
COUNTY OF BREVARD)
CITY OF TITUSVILLE)

AFFIDAVIT

Before me, the undersigned authority, personally appeared Brett Lefever

who, first being duly sworn, upon his oath deposes and says:

That he is the (contractor) (sub-contractor) on the following described public works:

JOB DESCRIPTION: Blue Heron WRF Filter Upgrade

CONTRACTOR (SUBCONTRACTOR): L7 Construction, Inc.

ADDRESS:

275 Hunt Park Cove Longwood, FL 32750

CONTRACTING AUTHORITY: City of Titusville

PREVAILING WAGE DETERMINATION NO.: (as applicable) _____

AND FURTHER AFFIANT SAYETH NOT.

Brett Lefever

Sworn to and subscribed before me this 23RD day of FEBRUARY, 2026.

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

Notary Public, State of FL at Large

07/12/2026
My Commission Expires

The contractor shall execute and mail this affidavit to the Florida Department of Commerce, Bureau of Workers' Compensation, Ashley Building, 1321 Executive Center Drive, East, Tallahassee, FL 32301, within ten (10) days of the commencement of work. Copies should be forwarded to the office of the Purchasing & Contracting Administrator.

PLEASE COMPLETE AND SUBMIT WITH BID

PERFORMANCE OF WORK BY SUBCONTRACTORS

The BIDDER hereby states that he proposes, if awarded the Contract, to use the following subcontractors on this project: List below all proposed subcontractors and trade specialties and costs. (List only one subcontractor for each item.) Write on back or provide additional pages if additional space is needed.

NAME OF SUBCONTRACTOR	TRADE OF SUBCONTRACTOR	COST OF WORK
CC Control Corp	I & C	$91,600.00
BMP Electric	Electrical	$173,000.00

NNo

TOTAL: $264,600.00

PLEASE COMPLETE AND SUBMIT WITH BID

REFERENCE FORM BIDDER QUALIFICATION QUESTIONNAIRE

Submitted by L7 Construction, Inc.
Name of Bidder

Contractor's License # CGC1514056
( ) An Individual ( ) A Partnership (x) A Corporation

Federal Identification # 26-0210469

Principal Office Address: 275 Hunt Park Cove Longwood, FL 32750

City of Titusville □Yes or ☑No: Other (City/County/Etc.) City of Longwood

Please answer the following:

1. Number of years your firm/company has been in business under present name: 17 years.
2. Is your company incorporated in the State of Florida? x Yes _____ No
3. Headquarter address if different from business address N/A
4. How many years' experience in water reclamation filter projects similar in scope and size has your organization had

   As a Contractor? 17 Years As a Subcontractor? _____ years
5. List below (minimum 3/maximum 5) the requested information concerning projects your organization demonstrating years of experience for completed fuel site new and/or replacement projects. (Use additional sheets if necessary). Include the type of work similar to the work included in this contract if possible.

(A) Business/Organization (Nam): University of Florida- Utilities & Energy Services

Address: 971 Elmore Drive Gainesville, FL 32611

Contact Person (Name): Scarlet Seymour Telephone: 352-392-1103

Fax and/or Email: scarleykseymour@ufl.edu

Date of Service: 6/23/22 - 3/7/23 Contract Total: $1,585,551.59

Description of Service: Please see Attachment #2
UF WRF Filtration System Replacement

(B) Business/Organization (Name): City of Clermont

Address: 685 West Montrose Street Clermont, FL 34711

Contact Person (Name): Mark Griffin Telephone: 352-241-0178

Fax and/or Email: mgriffin@clermontfl.org

Date of Service: 8/20/19 - 10/12/20 Contract Total: $902,072.01

Description of Service: Please see Attachment #2

East Side WRF Expansion Filter Project

(C) Business/Organization (Name): City of Cape Canaveral

Address: 100 Polk Avenue Cape Canaveral, FL 32920

Contact Person (Name): Tim Carlisle Telephone: 321-868-1220 ext 202

Fax and/or Email: t.carlisle@cityofcapecanaveral.org

Date of Service: 2/25/21 - 9/13/22 Contract Total: $1,787,700.00

Description of Service: Please see Attachment #2

City of Cape Canaveral Headworks & Filter Improvements

(D) Business/Organization (Name): Orange County

Address: 4760 West Sand Lake Rd Orlando, FL 32819

Contact Person (Name): Terra Reffit Telephone: 407-254-9796

Fax and/or Email: terra.reffit@ocfl.net

Date of Service: 3/3/23 - 6/17/25 Contract Total: $4,463,700.00

Description of Service: Please see Attachment #2

SWRF Aqua-Aerobic Filter Rehab

(E) Business/Organization (Name): Brevard County

Address: 2725 Judge Fran Jamieson Way Melbourne, FL 32940

Contact Person (Name): Mike Davis Telephone: 321-633-2091

Fax and/or Email: Mike.Davis@brevardfl.gov

Date of Service: 8/16/21 - 11/30/23 Contract Total: $4,562,700.00

Description of Service: Please see Attachment #2

Brevard Sykes Creek WWTP Headworks

6. Have you ever failed to complete any work awarded to you? If so, where, and why?
No

7. Give below any information which would indicate the size and capacity of your organization, including number of employees, equipment owned by your organization, etc., which are available for utilization on this Contract. Please see Attachment #1

L7 Owned Equipment

Attachment #1

Type	Manufacturer	Size
Skidsteer	CAT	289
Skidsteer	CAT	289
Skidsteer	CAT	289
Skidsteer	CAT	265
Mini Excavator	CAT	305
Mini Excavator	CAT	305
Mini Excavator	CAT	305
Mini Excavator	CAT	310
Wheel Loader	CAT	930
Excavator	CAT	335
Excavator	CAT	313
Lull	Genie	5k
Lull	Genie	8k
Lull	Genie	8k
Lull	Genie	10k
Lull	Genie	10k
Buggy	Kubota	
Buggy	Kubota	
Buggy	Kubota	
Buggy	Kubota	
Buggy	Kubota	
Buggy	Kubota	
Air Compressor	Atlas Copco	

Total Employees

Full Time	83
Part Time	86

A. UF WRF Filtration System Replacement

A.1 The UF WRF Filtration System Replacement **consisted of** installing (2) new AquaDisk filtration units and modifying the existing filter structure to accommodate the effluent flow from the new units. The existing filter modifications **consisted of** the removal of (24) sand filters, removal of (6) weir plates that were filled with concrete, removal of (2) slide gates that were sawcut to allow a change in flow through the structure, and installation of a one-piece geomembrane liner across the top of the structure to prevent rainwater and debris from entering the retired sand filter basins.

The installation of the (2) new AquaDisk filter units **consisted of** placing a (25) cubic yard concrete equipment pad constructed of 5000 PSI concrete and reinforced with #4 reinforcing steel. Along with the (2) filter units, an aluminum access structure was furnished and placed on top of the equipment pad to allow access for servicing the filters.

New 18" and 16" ductile iron pipe was furnished and installed to tie the new filters into the existing plant process. The tie-in at each clarifier required (2) 16" handwheel plug valves. At the filter connection, (3) 18" plug valves with motor actuators were furnished and installed. (2) clarifier shutdowns were required to complete each tie-in.

Exiting the (2) new filters included 18" ductile iron pipe that required 24" cores in the existing filter structure to complete the new filter tie-in. New electrical was provided to the (2) filter units, the motor-actuated valves, and the level transducers. New overhead lights were furnished and installed at the new aluminum access structure. All new pipe and concrete received protective coating.

B. East Side WRF Expansion Filter Project

B.1 Replaced the existing filters with a cloth media type filter system to increase capacity. The project included modifications to provide a new cloth filter system that was installed within the existing structures, along with associated structural, electrical, and equipment modifications as needed to provide a complete disk filter facility.

C. City of Cape Canaveral Headworks & Filter Improvements

C.1 (1) Pre-treatment improvements **included** a new 15-foot-tall aluminum structure that was tied into the existing pre-treatment structure, and a new 15-foot-tall stairway that replaced the existing pre-treatment stairway. One new Parkson drum screen with a 20" influent and 20" effluent **was installed**. Two new 10" valves and one 10" flowmeter **were installed** in new influent piping consisting of 10", 16", and 20" American-made pipe and fittings. One Vapex odor control unit **was installed**, along with a separate nano unit. 4" and 6" SCH 80 PVC **were used** to connect the nano unit to the drum screen.

An 8" bypass at the headworks structure **was used** to install a 20" effluent pipe below the typical water level through a core completed during a nighttime shutdown. Night work **was required** to

tie into the existing 10" pre-treatment influent line. The tie-in **included** the installation of (1) 10" flowmeter and (2) 10" valves.

(2) Filter improvements **included** demolition of the existing sand filter system, placement of 270 cubic yards of 25 pcf cellular fill to fill void space, and removal of five 12" thick walls extending 5'-7" below the top of the existing slab.

Filter MGD Peak: 5.4

D. SWRF Aqua-Aerobic Filter Rehab

D.1 Refurbishment included eight (8) Aqua Disk filters in the SWRF north treatment train. The work included replacement of the center tube bearings and seals for all eight filters. Sixteen new backwash pumps were installed along with associated hardware. All eight filters received new actuators for the 24" valves. Eight new control panels were installed to replace the existing panels, and new wiring was run to each of the eight filters for power and controls.

E. Brevard Sykes Creek Headworks

E.1 Demolished the existing WWTF headworks, including removal of existing equipment, piping, metals, and concrete at the structure. The contents within the existing headworks structure (debris, grit, mud, sludge, and water) were removed and properly disposed of during demolition. A temporary bypass was installed to divert influent flow during headworks demolition. The temporary bypass included installation of line stops, valves, and HDPE pipe with associated accessories. The temporary bypass system was removed once the new headworks structure was placed into service.

Excavation and dewatering were performed for construction of the new headworks structure. The new headworks structure was formed and poured using handset forms. The structure included new piping, valves, bar screens, grit equipment, slide gates, coatings, handrails, grating, and stairs. The project also included a 24" x 24" wet tap and a 24" line stop on the existing influent line.

Electrical, instrumentation, and controls modifications were completed at the headworks structure, including installation of a new prefabricated electrical building. Modifications were made at the existing valve vault to remove existing piping and replace it with new pipe, valves, fittings, and supports.

Site restoration included installation of new asphalt and sod around the project site. One oak tree adjacent to the 24" influent pipe was removed. The existing 12" ductile iron force main was relocated, as it conflicted with the new structure location. The relocation included installation of approximately 150 LF of new 12" ductile iron pipe with 12" MJ 45° fittings, as shown on the plans.

The four Hoffman enclosures originally designated for the new electrical building were removed from the scope. Four enclosures from the existing electrical building were relocated to the new

electrical building. Approximately 182,000 gallons of sludge were removed from Oxidation Tank #2 using a vacuum truck. One 16" MJ sleeve was removed and replaced with a new flange coupling adapter at the valve vault.

Approximately 340 LF of 2" and 3/4" conduit and associated wiring for power and controls serving Aerators M7 and M8 were relocated. A change order was issued to deduct switching from 316 stainless steel conduit to aluminum conduit (A-Electric's scope). Additional change orders included bringing the deep well and monitoring well instrumentation up to code; replacing instrumentation wiring with Priority #18 wire; integrating the electrical building signals into SCADA; and replacing the Red Lion display at CM12A.

I, the undersigned, do hereby declare that the foregoing statements are true and correct, all as of the date hereinafter set forth, and that those examining this document have my permission to contact any or all of those parties listed in this questionnaire. Incorrect or misleading statements in this questionnaire shall be grounds for a determination of non-responsibility with respect to such contractor.

(SIGNATURE OF BIDDER)

L7 Construction, Inc.

(TYPE OR PRINT COMPANY NAME)

275 Hunt Park Cove Longwood, FL 32750

(TYPE OR PRINT ADDRESS)

PLEASE COMPLETE AND SUBMIT WITH BID

FLORIDA TRENCH SAFETY ACT
CERTIFICATION AND DISCLOSURE STATEMENT

The undersigned acknowledges the requirements of the Florida Trench Safety Act., F.S., (Section 553.60 et. seq. Florida statutes), and hereby commits the Bidder to the following in the performance of the work in the event that the subject contract is awarded to and executed by said Bidder.

1. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State Standard until such time as the State of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.

2. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.

3. The Contractor shall consider the geotechnical data available from the City, if any, the Contractor's own sources, and all other relevant information in providing the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibility for the selection of the data on which he relies in providing the safety system, as well as for the system itself.

4. The amounts that the Bidder has set forth for pipe installation includes the following excavation / trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit prices shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Contract time or price shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
a.	Trench Box	MO	1	$3,600.00	$3,600.00
b.					
c.					
d.	No				
e.					

For Information Only, Not for Payment Purposes $
Bidder may use additional sheets as necessary to extend this form.
Failure to complete the above may result in the bid being declared non-responsive.

5. The amount disclosed is the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as may otherwise be provided).

6. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representative has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

L7 Construction, Inc.

Company

Brett Lefever President

Name and Title

Address:

275 Hunt Park Cove Longwood, FL 32750

Telephone: 321-972-9325

END OF FLORIDA TRENCH SAFETY ACT STATEMENT

PLEASE COMPLETE AND SUBMIT WITH BID

PUBLIC ENTITY CRIMES

Any person submitting a bid, Bid or reply in response to this invitation or a contract, must execute the enclosed form PUR. 7069, sworn statement under section 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid, or proposal. If you are submitting a quote, bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy(ies) of the form are executed by them and are included with your quote, bid, or proposal. Corrections to the form will not be allowed after the quote, bid, or Bid opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or Bid may result in immediate disqualification of your bid or proposal.

The 1989 Florida Legislature passed Senate Bill 458 creating Sections 287.132 - 133, Florida Statutes, effective July 1, 1989. Section 287.132(3)(d), Florida Statutes, requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Section 287.133, Florida Statutes, as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

A public entity may not accept any bid, Bid or reply from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes.

Therefore, effective October 1, 1990, prior to entering into a contract (formal contract or purchase order in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO) to provide goods or services to **THE CITY OF TITUSVILLE**, a person shall file a sworn statement with the contracting officer or Purchasing Director, as applicable. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

THE INCLUSION OF THE SWORN STATEMENT OR AFFIDAVIT SHALL BE SUBMITTED CONCURRENTLY WITH YOUR BID, BID OR REPLY DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE, BID OR BID.

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON **PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the CN26B025LR BLUE HERON WRF FILTER UPGRADE Bid/Bid for THE CITY OF TITUSVILLE.

2. This sworn statement is submitted by L7 Construction, Inc. whose business address is 275 Hunt Park Cove Longwood, FL 32750 and (if applicable) its Federal Employer Identification (FEIN) is 26-0210469 .

3. My name is Brett Lefever (please print name of individual signing) and my relationship to the entity named above is President .

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, Bid, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

(1) A predecessor or successor of a person convicted of a public entity crime; or

(2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_x_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____
(Signature)

Date: 2/17/2025

Notary Public Information

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of FEBRUARY, 2026, by BRETT LEFEVER.
(year) (name of person acknowledging).

MELISSA PUGH
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Signature of Notary Public - State of Florida)

Personally Known X OR Produced Identification _____

Type of Identification Produced N/A

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

PLEASE COMPLETE AND SUBMIT WITH BID

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Affiant, by virtue of the signature below, certifies that:

1. The Business address of L7 Construction, Inc. (name of bidder or contractor) is 275 Hunt Park Cove Longwood, FL 32750.
2. My relationship to L7 Construction, Inc. (name of bidder or contractor) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. L7 Construction, Inc. (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. L7 Construction, Inc. (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. L7 Construction, Inc. (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

Brett Lefever, President, L7 Construction, Inc.

Signature Printed Name Title Name of bidder or contractor

Notary Public Information

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of FEBRUARY, 2026, by BRETT LEFEVER.
(year) (name of person acknowledging).

MELISSA PUGH

(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public -)

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced N/A

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

PLEASE COMPLETE AND SUBMIT WITH BID

City of Titusville
E-Verify Affidavit

Obligation for State Funded Contracts:

Executive Order 11-116, which supersedes Executive Order 11-02, directs all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

In accordance with Executive Order 11-116, City of Titusville requires all vendors doing business with the City who are awarded state-funded contracts to verify employee eligibility using the E-Verify system. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (http:// www.uscis.govle-verify) and follow the instructions. The employer must, as usual, retain the 1-9 Forms for inspection.

By affixing your signature below, you hereby affirm that you will comply with E-Verify requirements.

Federal Employer Identification Number (FEIN): 26-0210469

Brett Lefever	President	
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

L7 Construction, Inc.	2/17/2026
Name of Contractor	Date

275 Hunt Park Cove Longwood	Florida	32750
Address of Contractor	State	Zip Code

Notary Public Information

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of FEBRUARY, 2026, by BRETT LEFEVER.
(year) (name of person acknowledging).

MELISSA PUGH	
(Print, Type, or Stamp Commissioned Name of Notary Public)	(Signature of Notary Public -)

Personally Known X OR Produced Identification _____

Type of Identification Produced N/A

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

PLEASE COMPLETE AND SUBMIT WITH BID

DRUG-FREE WORKPLACE CERTIFICATION

In case of tie bids, preference must be given to vendors submitting a certification with their bid/ Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your bid.

In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph. (4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Contractor complies fully with the above requirements.

President 2/17/2026

Vendor's Signature, Title, Date

Notary Public Information

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of FEBRUARY, 2026, by BRETT LEFEVER.
(year) (name of person acknowledging).

MELISSA PUGH

(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public -)

Personally Known X OR Produced Identification _____

Type of Identification Produced N/A

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Contractor Covered Transactions

(1) The prospective contractor L7 Construction, Inc. of the City of Titusville, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

L7 Construction, Inc.
CONTRACTOR:

CITY OF TITUSVILLE:

Signature

Name and Title
Brett Lefever President

Contract Number
CN26B025LR BLUE HERON WRF FILTER UPGRADE

Street Address
275 Hunt Park Cove

Longwood, FL 32750

City, State, Zip
2/17/2026
Date

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATION OF BIDDER
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective Consultant, or any of their proposed subconsultants, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

1. Bidder has participated in a previous contract or subconsultant subject to the Equal Opportunity Clause.

   ___X___ Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

   _____ Yes ___X___ No

3. Bidder has filled all compliance reports due under applicable instructions.

   ___N/A___ Yes ___N/A___ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? _____ Yes ___X___ No

Brett Lefever President — 2/17/26

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE DATE

PLEASE COMPLETE AND SUBMIT WITH BID

FORM OF NON-COLLUSION AFFIDAVIT

(This Afffdavit is Part of Bid)

BID CERTIFICATION FORM OF NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of Bid) STATE OF Florida)

) SS.

COUNTY OF Seminole)

being first duly sworn, deposes and says that he is President

(Sole owner, a Partner, President, Secretary, etc.)

of L7 Construction, Inc.

the party making the foregoing Bid or Bid that such Bid is genuine and not collusive or sham; that said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with any BIDDER or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other BIDDER, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other BIDDER, or to secure any advantage against CITY any person interested in the proposed Contract; and that all statements in said Bid or Bid are true; and further, that such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or date relative thereto to any association or to any member or agent thereof.

(Bidder)

Notary Public Information

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of FEBRUARY, 2026, by BRETT LEFEVER.
(year) (name of person acknowledging).

MELISSA PUGH
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Signature of Notary Public -)

Personally Known X OR Produced Identification _____ Type of Identification Produced N/A

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

PLEASE COMPLETE AND SUBMIT WITH BID

DISCLOSURE FORM
FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF $100,000 OR MORE

Summary of Form: In order for the City to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the City, or receive a grant from the City, where said contract or grant has a value of $100,000 or more must disclose to the City (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as 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 Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one 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. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

YES / (NO) I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER $100,000. If yes, this disclosure form has been completed. Please sign and date at the bottom.

(YES) / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER $100,000. If yes, proceed to the next question.

YES / (NO) I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

SECTION II. Please answer yes or no to the statement below:

YES / (NO) Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as 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 Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a

value of $50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.

YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: _____

Name of Bidder/Grantee: _____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: _____

Date of Termination of the contract or interest with the Foreign Country of Concern:

Date of Receipt of the Contract/Grant or Gift: _____

Name of the agent or controlled entity that is the source or interest holder:

_____

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Company Name L7 Construction, Inc.

Signature: _____ Date:2/17/2026

Title: President

STATE OF FLORIDA

COUNTY OF SEMINOLE

Sworn to and subscribed before me by means of physical presence or online notarization, this 17th day of FEB. , 2026 , by (name of person making statement). BRETT LEFEVER

[Notary Seal]

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

Notary Public

Name typed, printed or stamped

MELISSA PUGH

My Commission Expires:

07/12/2026

Personally Known OR _____ Produced Identification

Type of Identification Produced N/A

Date

2/17/2026

EIN of Prospective Contractor – print/type

26-0210469

February 13, 2026
BLUE HERON WRF
FILTER UPGRADE
CN26-B-025LR
ADDENDUM #1

City of Titusville
Purchasing & Contracting Division
PO Box 2806 (555 South Washington Avenue)
Titusville, FL 32781-2806 (32796-3584)

TO ALL PROSPECTIVE BIDDERS:

This is an Addendum to and should be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 1 utilizing the Addendum Acknowledgement Form in the Required Forms. Should you have any questions pertaining to this Addendum, please contact Leslie Rothering at 321-567-3973, email Leslie.Rothering@titusville.com.

Clarification to questions:

1. Is there an engineer's estimate for this project?
   Response: $5,750,000

2. The ITB document states 360 days to complete the project, and the Specifications document states 240 days to complete. Please clarify the project completion time.
   Response: 365 days

3. Do Davis Bacon Wages apply to this project?
   Response: No

4. Do American Iron & Steel (AIS) requirements apply to this project?
   Response: No

5. Does the city have a preferred systems integrator to perform the I&C for this project?
   Response: Yes**, Rocha.**

6. Sheet S-101 states the aluminum canopy must include signed and sealed drawings by a Florida Registered P.E. Does the City have an approved list of manufacturers or basis of design for the aluminum canopy? Also, there appears to be no specification for the aluminum canopy. Does the City intend to provide a spec for this?
   Response: Requirements for the canopy are on sheet S-101. The Canopy is intended to be structural insulated panels (SIP). This cover consists of insulated aluminum covers (Patio covers) with aluminum posts and beams. Letter of design certification and wind load calcs must be provided. Aluminum screen and design (ASD) provide these types of covers. An alternative to the SIP panels would be an aluminum sunshade or canopy system. Perfection Architectural systems LLC out of Orlando can provide this.

7. Please provide a Geotechnical Report for the project site if available.
   Response: All work for this project is within the existing basin. No Geotech report was completed.

8. Will the WRF be able to support complete bypass of the filter system during construction or will a temporary filtration system be required for bypass?
   Response: Per the construction Sequence notes on M-101, one filter must always remain online.

9. Please provide flow data for the WRF to properly estimate bypass requirements.
   Response: The plant operates at an average daily flow of 2.6 MGD with a peaking factor of 2.5. When both clarifiers are in service, bypass pumping will require two 2,500-GPM pumps per clarifier, for a total of four 2,500-GPM pumps. If only one clarifier is in service, two 5,000-GPM pumps will be required to provide full bypass of the north filter basin. The Contractor shall submit a detailed bypass pumping plan to the Engineer for review and approval prior to installation.

City of Titusville
Purchasing & Contracting Division
PO Box 2806 (555 South Washington Avenue)
Titusville, FL 32781-2806 (32796-3584)

10. Regarding Spec Section 051400, please provide "fabricator/erector approved by Engineer".
Response: The spec reads that the fabricator and erector have to be approved by the engineer, not that there is a specific fabricator to be used.

11. Please confirm the flow conditions for the bypass referenced in Construction Sequence Note 3 on sheet M-101.
Response: The plant operates at an average daily flow of 2.6 MGD with a peaking factor of 2.5. When both clarifiers are in service, bypass pumping will require two 2,500-GPM pumps per clarifier, for a total of four 2,500-GPM pumps. If only one clarifier is in service, two 5,000-GPM pumps will be required to provide full bypass of the north filter basin. The Contractor shall submit a detailed bypass pumping plan to the Engineer for review and approval prior to installation.

12. Spec 051400.1.2.A states that the fabricator/erector for the aluminum canopy must be approved by the Engineer. Please provide a list of approved fabricators/erectors.
Response: The spec reads that the fabricator and erector have to be approved by the engineer, not that there is a specific fabricator to be used.

13. Please confirm if insulated panels are truly needed as the roof decking for the aluminum canopy.
Response: Requirements for the canopy are on sheet S-101. The Canopy is intended to be structural insulated panels (SIP). This cover consists of insulated aluminum covers (Patio covers) with aluminum posts and beams. Letter of design certification and wind load calcs must be provided. Aluminum screen and design (ASD) provides these types of covers. A alternative to the SIP panels would be an aluminum sunshade or canopy system. Perfection Architectural systems LLC out of Orlando can provide this.

14. Please specify what painting/coating will be required? Specs are included but not referenced in the plans.
Response: All concrete openings will be required to be coated with System No. N140-2 Epoxy-Polyamidoamine per Div 9.

15. Please confirm if handrails are to be included surrounding the filter basins as none is shown except on the outer perimeter of the entire structure and at the end near the weir walls.
Response: Handrail to be included only where it is shown in the plans.

16. Will any dewatering be required for the replacement of the existing drain plug valves?
Response: Assume there will be.

17. What brand are the existing 6" gate and/or plug valves?
Response: The city is unsure of the existing brand.

18. Reference: 46 61 00 FILTER EQUIPMENT, PAGE 5, 2.6.B. Valve actuators shall be manufactured by ROTORK. Please confirm that RCEL (a division of ROTORK) actuators are acceptable for all of the backwash, solids waste, and scum wasting valves. The backwash (2.12.A) and solids waste (2.12.B) specification sections both call for RCEL, but it is not named in the scum wasting valve section.
Response: RCEL actuators are acceptable for all of the backwash, solids waste, and scum wasting valves.

City of Titusville
Purchasing & Contracting Division
PO Box 2806 (555 South Washington Avenue)
Titusville, FL 32781-2806 (32796-3584)

19. Is there a limit to which the mobilization bid item cannot exceed based on total bid price? (5% or 10%)
Response: No limit.

20. Sheet M-101 Note 1 states contractor is to be responsible for all filter media removal and disposal. Sheet M-102 appears to state 11" sand behind the demolition lines in what appears to be an as-built, is this the quantity to be assumed for removal?
Response: There is approximately 11-12" of media.

21. During the pre-bid there seemed to be some areas on the exterior of the filter structure that could be subject to concrete rehabilitation. Is there any anticipated rehabilitation of the exterior of the filter structure?
Response: There has been no concrete rehabilitation identified apart of this project at this time.

22. Do you require domestic products.
Response: NO

23. The front-end documents say this is 365 days with your typical .001 x total for liquidated damages. But, if you go to Specification 13000, it says 240 calendar days and $500 LD's, will this be corrected or revised in an addendum?
Response: 365 days and the typical 0.001 times the total for Liquidated Damages (LD's).

24. Please specify the coating/painting requirements. Is the entirety of the inside of the structure to be coated? If so, please clarify which coating system is to be used.
Response: All concrete openings will be required to be coated with System No. N140-2 Epoxy-Polyamidoamine per Div 9.

25. Sheet M-103 the clouded area states that the optional flocculation tank is not included on this project. Does that include the flocculation tank drain over the 30" effluent pipe connection to existing drainpipe or is that to be provided under this contract?
Response: Optional flocculation tank shown on M-103 and drain are not a part of this project

Additional questions are being evaluated and will be answered in Addendum #2 next week.

Due date remains ***February 23, 2026, at 3:00 p.m. EST local time.*** Deadline for all technical questions was February 13, 2026, and has now passed. All other terms and conditions of the ITB remain the same.

Sincerely,
Leslie Rothering
Purchasing and Contracts
City of Titusville

City of Titusville
Purchasing & Contracting Division
PO Box 2806 (555 South Washington Avenue)
Titusville, FL 32781-2806 (32796-3584)

February 20, 2026
BLUE HERON WRF FILTER UPGRADE
CN26-B-025LR
ADDENDUM #2

TO ALL PROSPECTIVE BIDDERS:

This is an Addendum to and should be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 2 utilizing the Addendum Acknowledgement Form in the Required Forms. Should you have any questions pertaining to this Addendum, please contact Leslie Rothering at 321-567-3973, email Leslie.Rothering@titusville.com.

PLEASE NOTE: Due to the delay in responding to questions received, the bid opening due date and time has been **EXTENDED to March 4, 2026 @ 3:00 P.M.**

Clarifications to question received will be issued via Addendum 3.

Sincerely,

Leslie Rothering
Purchasing and Contracts
City of Titusville

February 27, 2026
BLUE HERON WRF FILTER UPGRADE
CN26-B-025LR
ADDENDUM #3

City of Titusville
Purchasing & Contracting Division
PO Box 2806 (555 South Washington Avenue)
Titusville, FL 32781-2806 (32796-3584)

TO ALL PROSPECTIVE BIDDERS:

This is an Addendum to and should be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 3 utilizing the Addendum Acknowledgement Form in the Required Forms. Should you have any questions pertaining to this Addendum, please contact Leslie Rothering at 321-567-3973, email Leslie.Rothering@titusville.com.

Several questions are pending review, and a response will be provided via Addendum 4.

PLEASE NOTE: Due to the delay in responding to questions received, the bid opening due date and time has been **EXTENDED to March 9, 2026 @ 3:00 P.M.**

Sincerely,

Leslie Rothering
Purchasing and Contracts
City of Titusville

March 4, 2026
BLUE HERON WRF FILTER UPGRADE
CN26-B-025LR
ADDENDUM #4

City of Titusville
Purchasing & Contracting Division
PO Box 2806 (555 South Washington Avenue)
Titusville, FL 32781-2806 (32796-3584)

TO ALL PROSPECTIVE BIDDERS:

This is an Addendum to and should be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 4 utilizing the Addendum Acknowledgement Form in the Required Forms. Should you have any questions pertaining to this Addendum, please contact Leslie Rothering at 321-567-3973, email Leslie.Rothering@titusville.com.

Several questions are pending review, and a response will be provided via Addendum 5.

PLEASE NOTE: Due to the delay in responding to questions received, the bid opening due date and time has been **EXTENDED to March 16, 2026 @ 3:00 P.M.**

Sincerely,

Leslie Rothering
Purchasing and Contracts
City of Titusville

March 5, 2026
BLUE HERON WRF FILTER UPGRADE
CN26-B-025LR
ADDENDUM #5

City of Titusville
Purchasing & Contracting Division
PO Box 2806 (555 South Washington Avenue)
Titusville, FL 32781-2806 (32796-3584)

TO ALL PROSPECTIVE BIDDERS:

This is an Addendum to and should be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 5 utilizing the Addendum Acknowledgement Form in the Required Forms. Should you have any questions pertaining to this Addendum, please contact Leslie Rothering at 321-567-3973, email Leslie.Rothering@titusville.com.

Additional Information:

Either filter basin cannot be taken out of service to start retrofitting until January 2nd, 2027, to allow for drier months during bypass operations. All material and equipment can be procured before January 2nd.

Clarification to questions:

1. Please specify the elevation of the valves to be replaced on the East side of the basins.
   Response: Valves are to be removed and replaced at the same elevation as existing. Exact elevation was not picked up by surveyor.

2. Are repairs expected to be made to the existing concrete structure? This is regarding potential spalding or cracking. If so, please confirm how this is to be dealt with, if there is a measured quantity, and what repair system is to be used.
   Response: Bid Item #11 is added to evaluate all cracks greater than 0.010 in (0.25 mm) size and greater for repair to the existing filter basins per spec section 033600. See attached spec 033600 & 012000 with revised schedule of values.

3. In addendum 1 we would like to clarify information stated in answer 14. The response states that "All concrete openings will be required to be coated with System No. N140-2 Epoxy-Polyamidoamine per Div 9."
   Response: All interior surfaces of the existing filters require recoating. Additionally, per Sheet S-010, any concrete that is cut and results in exposed reinforcing steel shall be coated.

4. Can the City provide more detail on the surfaces being coated. Is the contractor responsible for coating **all** walls, floors, and channels of the Basins?
   Response: Yes, all interior surfaces of the existing filters require recoating. Additionally, per Sheet S-010, any concrete that is cut and results in exposed reinforcing steel shall be coated.

5. REF: Specification 055300 - This specification calls for aluminum grating. Drawing S-100 shows FRP grating. Are we to provide aluminum grating or FRP?
   Response: FRP Grating with Alum support Angle.

6. There are no detailed drawings for the new grating. Please provide.
   Response: Grating is shown on S-100, this should be:
   - **Minimum of 1.5" thick**
   - **Color: Grey**
   - **Fasteners, hold down clips, End clamp shall be stainless steel (S.S.) 316**
   - **Shall comply with the standards of the Reinforced Plastic/Composites Institute**

7. Spec Section 012000, Paragraph 2.11 references Bid Item 11 and indicates that an allowance is to be included. However, the Bid Form does not identify or list any allowance associated with this item. Please confirm whether an allowance is required for Bid Item 11. If so, kindly provide the amount to be included in the bid.
   Response: Bid allowance deleted.

City of Titusville
Purchasing & Contracting Division
PO Box 2806 (555 South Washington Avenue)
Titusville, FL 32781-2806 (32796-3584)

10. Per pg.3 of the ITB, please confirm that a one-year maintenance bond equal to 15% of the final contract amount will be required as this will add additional cost to the project. Is this in addition to a one-year workmanship warranty?
Response: A one-year maintenance bond equal to 15% of the final contract amount will be required.

11. Pg.30 Section 5 of the insurance section of the ITB states that contracts involving services pertaining to construction projects will require the Contractor to procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project. Please confirm if the Blue Heron WRF Filter Upgrade Project will require the Contractor to procure and maintain a Builder's Risk Policy.
Response: Confirmed.

12. Per 5.3. Legal Restrictions, Licenses and permits Section on pg.56 of the ITB, please confirm that the Contractor is responsible for procuring all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful protection of the work. With this in mind, please confirm that a Certified General Contractor License is required for this bid and bids not containing said license will not be considered.
Response: Under Florida Statutes Chapter 489, contractors may only contract for work within the scope of their license classification. A General Contractors License is required for this bid.

13. Please confirm that a SAMS registration number is requirement of a responsible response to this solicitation. Please confirm that the bidder is required to be registered with SAM.gov and must provide proof of registration with the bid.
Response: SAMS registration is not a requirement for this project.

14. Under Section 1.22. on pg. 15 of the ITB it states that all Contractors must be registered with the State of Florida to conduct business and provide services/commodities required within the scope of this bid. Please clarify if this means that the Blue Heron WRF Filter Upgrade Project is only open to Licensed Florida General Contractors?
Response: An out-of-state firm can bid on a public works contract in Florida. The firm must still hold the appropriate Florida contractor license (or qualify via endorsement/reciprocity) to perform the work. Under Florida Statutes Chapter 489, contractors may only contract for work within the scope of their license classification. A General Contractors License is required for this bid.

15. The ITB does not list a set dollar amount for liquidated damages. Does this mean that formula listed on pg. 68 of the ITB of "Contract Amount x 1 Mill = Daily Liquidated Damages" will apply to this contract? Additionally, are Liquidated damages the same daily amount for substantial and final completion?
Response: 0.001 times the total contract amount. For LD's After substantial completion LDs stop, and only punch list work remains before Final Completion.

16. How many openings need to be sealed with urethane foam in the influent Channels. The Sectional plans don't show the north face of the channel to count the openings. These are the openings on Note 1 S-101. We are clearly shown the quantities for the effluent Channel openings that need to be filled.
Response: The exact number of openings is unknown; an assumption can be made based on the spacing shown and the length of the basin.

17. M- 101 Mentions that there needs to be bypass pumping from clarifier to filter influent channel. Please confirm the flow rate needed for bypassing.
Response: Refer to responses in Addendum #1.

18. Please confirm that there will be no owner furnished equipment.
Response: Confirmed

March 5, 2026
BLUE HERON WRF FILTER UPGRADE
CN26-B-025LR
ADDENDUM #5

City of Titusville
Purchasing & Contracting Division
PO Box 2806 (555 South Washington Avenue)
Titusville, FL 32781-2806 (32796-3584)

19. In addendum 1 we would like to clarify information stated in answer 14. The response states that "All concrete openings will be required to be coated with System No. N140-2 Epoxy-Polyamidoamine per Div 9." Can the City provide more detail on the surfaces being coated. Is the contractor responsible for coating **all** walls, floors, and channels of the Basins?
Response: All interior surfaces of the existing filters require recoating. Additionally, per Sheet S-010, any concrete that is cut and results in exposed reinforcing steel shall be coated.

20. How many openings need to be sealed with urethane foam in the influent Channels. The Sectional plans don't show the north face of the channel to count the openings. These are the openings on Note 1 S-101. We are clearly shown the quantities for the effluent Channel openings that need to be filled.
Response: The exact number of openings is unknown; an assumption can be made based on the spacing shown and the length of the basin.

21. M- 101 Mentions that there needs to be bypass pumping from clarifier to filter influent channel. Please confirm the flow rate needed for bypassing.
Response: Refer to responses in Addendum #1.

22. Please confirm that there will be no owner furnished equipment.
Response: Confirmed.

23. REF: Specification 055300 - This specification calls for aluminum grating. Drawing S-100 shows FRP grating. Are we to provide aluminum grating or FRP?
Response: **FRP Grating with Alum support Angle.**

24. Spec Section 012000, Paragraph 2.11 references Bid Item 11 and indicates that an allowance is to be included. However, the Bid Form does not identify or list any allowance associated with this item. Please confirm whether an allowance is required for Bid Item 11. If so, kindly provide the amount to be included in the bid.
Response: **Bid allowance item deleted.**

25. Please confirm if the interior of the existing filters needs to be cleaned before return to service?
Response: Interior and exterior of the existing filters should be cleaned and pressure washed before returning to service.

26. Please confirm if the interior of the existing filters needs to be recoated, if so, please provide specification.
Response: All interior surfaces of the existing filters require recoating. Additionally, per Sheet S-010, any concrete that is cut and results in exposed reinforcing steel shall be coated.

27. Due to the required span and wind uplift criteria, manufacturers have advised that the canopy cannot be provided as shown and must instead be designed as a pre-engineered metal building (PEMB). Please confirm that a PEMB system meeting the project wind design requirements will be acceptable and provide any applicable specifications or details.
Response: **Please see response in Addendum #1 for the canopy.**

28. REF: S010 – The note on this drawing states "REMOVE AND DISPOSE OF ALUM GRATING AND SUPPORT, TYP". Are we to include removing the embedded angles as well, or just the grating and clips?
Response: **Include removing the embedded angles as well.**

29. Wanted to share that the company listed in addendum #1 cannot provide this canopy for this project. Would you accept an alternate design for a PEMB style steel canopy?

Response: **Two companies were listed in addendum one. The company's suggested do not have to be used, this was just a suggestion.**

March 5, 2026
BLUE HERON WRF FILTER UPGRADE
CN26-B-025LR
ADDENDUM #5

City of Titusville
Purchasing & Contracting Division
PO Box 2806 (555 South Washington Avenue)
Titusville, FL 32781-2806 (32796-3584)

PLEASE NOTE: The bid opening due date and time remains **March 16, 2026 @ 3:00 P.M.**

Sincerely,

Leslie Rothering
Purchasing and Contracts
City of Titusville

Attachments:
Revised Bid Schedule
SECTION 012000 – PRICE AND PAYMENT PROCEDURES
SECTION 033600 – CONCRETE REPAIR AND RESTORATION

March 10, 2026
BLUE HERON WRF FILTER UPGRADE
CN26-B-025LR
ADDENDUM #6

City of Titusville
Purchasing & Contracting Division
PO Box 2806 (555 South Washington Avenue)
Titusville, FL 32781-2806 (32796-3584)

TO ALL PROSPECTIVE BIDDERS:

This is an Addendum to and should be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 6 utilizing the Addendum Acknowledgement Form in the Required Forms. Should you have any questions pertaining to this Addendum, please contact Leslie Rothering at 321-567-3973, email Leslie.Rothering@titusville.com.

Clarification to Questions:

1. Does the Concrete Repair and Restoration / High Performance Coating spec 033600 in Addendum 5 replace originally specified Painting and Coating spec 09900, as it pertains to the prep and install of coatings / linings on concrete scheduled for immersion?? If NOT, please detail how both systems are to be used in conjunction with one another.
   Response: 033600 does not replace 09900 and is for repairs to the existing concrete cracks only.

2. The immersed concrete is currently lined. Based on the specification provided (CSP 3-6), it is implied that a total removal of existing lining/coating will be necessary to achieve the desired surface profile. Is the intent of the specification for all existing interior coatings to be totally removed? If an overcoat of existing material is the intent, NO warranty for material or workmanship can be offered.
   Response: Removal of existing lining/coating will be necessary to achieve the desired surface profile to apply interior coatings per 09900.

3. What is the current existing lining system, and what mils (DFT) was it installed at? For bidding purposes, is the intent to assume that the concrete will require NO LESS/NO MORE than 1/16th of an inch of resurfacing material on all concrete surfaces scheduled for immersion?
   Response: NO LESS than 1/16th of an inch of resurfacing material on all concrete surfaces scheduled for immersion.

PLEASE NOTE: The bid opening due date and time remains **March 16, 2026 @ 3:00 P.M.**

Sincerely,

Leslie Rothering
Purchasing and Contracts
City of Titusville

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/19/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Reina Gonzalez
LRA Insurance P.O. Box 948173 Maitland FL 32794	PHONE (A/C, No, Ext): (407)838-3445 FAX (A/C, No): (407)838-3460 E-MAIL ADDRESS: rgonzalez@lrainsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Ins. Co.	41297
INSURER B: Auto Owners Insurance Co.	18988
INSURER C: Bridgefield Casualty Ins Co	10335
INSURER D: Colony Insurance Co.	39993
INSURER E:	
INSURER F:	

INSURED
L7 Construction, Inc.
275 Hunt Park Cove
Longwood FL 32750

COVERAGES **CERTIFICATE NUMBER:** 25/26 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC X OTHER: Cyber Liability	X		VRS0008280 C-4LWN-098567-CYBER- 2025	7/11/2025 7/11/2025	7/11/2026 7/11/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Aggregate	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ $1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			53-938986-00	7/11/2025	7/11/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			VES0005109	7/11/2025	7/11/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	830-48507	7/11/2025	7/11/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Pollution Liability			VRS0008280	7/11/2025	7/11/2026	Each Occurence/Aggregate	$1MIL/$2MIL
D	Excess Liability/ Over $5M XS			EXO4286437	7/11/2025	7/11/2026	Each Occurence/Aggregate	$4MIL/$4MIL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: BLUE HERON WRF FILTER UPGRADE | BID NUMBER: CN-26-B-025/LR | Certificate holder is included as additional insured with respects to the General Liability coverage where required by written contract. Waiver of Subrogation is included in favor of the certificate holder with regards to the Workers Compensation coverage. 30 day notice of cancellation applies except 10 day notice of cancellation for non-pay.

CERTIFICATE HOLDER

City of Titusville, Purchasing and
Contract Administration
555 South Washington Avenue
Titusville, FL 32796

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Showalter/JBRADY

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

L7 Construction, Inc

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

275 Hunt Park Cove

Requester's name and address (optional)

6 City, state, and ZIP code

Longwood, FL 32750

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	6	–	0	2	1	0	4	6	9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** [signature] **Date** 1/30/26

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

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

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LEFEVER, BRETT MICHAEL

L7 CONSTRUCTION INC
275 HUNT PARK COVE
LONGWOOD FL 32750

LICENSE NUMBER: CGC1514056

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/01/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Company ID Number: 777472

Approved by:

Employer L7 Construction, Inc.	
Name (Please Type or Print) Brett Lefever	Title
Signature Electronically Signed	Date 04/29/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/29/2014

State of Florida
Department of State

I certify from the records of this office that L7 CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on May 18, 2007, effective May 18, 2007.

The document number of this corporation is P07000059933.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on February 4, 2026, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of February, 2026

Secretary of State

Tracking Number: 3592703280CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

SAM.GOV®

L7 CONSTRUCTION, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
VLRTENSL6BJ9	**9NAB3**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Feb 4, 2027**	
Physical Address	Mailing Address	
1705 Alvarado CT **Longwood, Florida 32779-2704** **United States**	**1705 Alvarado CT** **Longwood, Florida 32779-2704** **United States**	

Business Information

Doing Business as	Division Name	Division Number
L7 CONSTRUCTION INC	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Florida 07	**Florida / United States**	**www.L7constructs.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Feb 4, 2026	**Feb 4, 2026**	**Aug 14, 2023**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
May 18, 2007	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

February 13, 2026
BLUE HERON WRF
FILTER UPGRADE
CN26-B-025LR
ADDENDUM #1

City of Titusville
Purchasing & Contracting Division
PO Box 2806 (555 South Washington Avenue)
Titusville, FL 32781-2806 (32796-3584)

TO ALL PROSPECTIVE BIDDERS:

This is an Addendum to and should be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 1 utilizing the Addendum Acknowledgement Form in the Required Forms. Should you have any questions pertaining to this Addendum, please contact Leslie Rothering at 321-567-3973, email Leslie.Rothering@titusville.com.

Clarification to questions:

1. Is there an engineer's estimate for this project?
   Response: $5,750,000

2. The ITB document states 360 days to complete the project, and the Specifications document states 240 days to complete. Please clarify the project completion time.
   Response: 365 days

3. Do Davis Bacon Wages apply to this project?
   Response: No

4. Do American Iron & Steel (AIS) requirements apply to this project?
   Response: No

5. Does the city have a preferred systems integrator to perform the I&C for this project?
   Response: Yes**, Rocha.**

6. Sheet S-101 states the aluminum canopy must include signed and sealed drawings by a Florida Registered P.E. Does the City have an approved list of manufacturers or basis of design for the aluminum canopy? Also, there appears to be no specification for the aluminum canopy. Does the City intend to provide a spec for this?
   Response: Requirements for the canopy are on sheet S-101. The Canopy is intended to be structural insulated panels (SIP). This cover consists of insulated aluminum covers (Patio covers) with aluminum posts and beams. Letter of design certification and wind load calcs must be provided. Aluminum screen and design (ASD) provide these types of covers. An alternative to the SIP panels would be an aluminum sunshade or canopy system. Perfection Architectural systems LLC out of Orlando can provide this.

7. Please provide a Geotechnical Report for the project site if available.
   Response: All work for this project is within the existing basin. No Geotech report was completed.

8. Will the WRF be able to support complete bypass of the filter system during construction or will a temporary filtration system be required for bypass?
   Response: Per the construction Sequence notes on M-101, one filter must always remain online.

9. Please provide flow data for the WRF to properly estimate bypass requirements.
   Response: The plant operates at an average daily flow of 2.6 MGD with a peaking factor of 2.5. When both clarifiers are in service, bypass pumping will require two 2,500-GPM pumps per clarifier, for a total of four 2,500-GPM pumps. If only one clarifier is in service, two 5,000-GPM pumps will be required to provide full bypass of the north filter basin. The Contractor shall submit a detailed bypass pumping plan to the Engineer for review and approval prior to installation.

City of Titusville
Purchasing & Contracting Division
PO Box 2806 (555 South Washington Avenue)
Titusville, FL 32781-2806 (32796-3584)

10. Regarding Spec Section 051400, please provide “fabricator/erector approved by Engineer”.
    Response: The spec reads that the fabricator and erector have to be approved by the engineer, not that there is a specific fabricator to be used.

11. Please confirm the flow conditions for the bypass referenced in Construction Sequence Note 3 on sheet M-101.
    Response: The plant operates at an average daily flow of 2.6 MGD with a peaking factor of 2.5. When both clarifiers are in service, bypass pumping will require two 2,500-GPM pumps per clarifier, for a total of four 2,500-GPM pumps. If only one clarifier is in service, two 5,000-GPM pumps will be required to provide full bypass of the north filter basin. The Contractor shall submit a detailed bypass pumping plan to the Engineer for review and approval prior to installation.

12. Spec 051400.1.2.A states that the fabricator/erector for the aluminum canopy must be approved by the Engineer. Please provide a list of approved fabricators/erectors.
    Response: The spec reads that the fabricator and erector have to be approved by the engineer, not that there is a specific fabricator to be used.

13. Please confirm if insulated panels are truly needed as the roof decking for the aluminum canopy.
    Response: Requirements for the canopy are on sheet S-101. The Canopy is intended to be structural insulated panels (SIP). This cover consists of insulated aluminum covers (Patio covers) with aluminum posts and beams. Letter of design certification and wind load calcs must be provided. Aluminum screen and design (ASD) provides these types of covers. A alternative to the SIP panels would be an aluminum sunshade or canopy system. Perfection Architectural systems LLC out of Orlando can provide this.

14. Please specify what painting/coating will be required? Specs are included but not referenced in the plans.
    Response: All concrete openings will be required to be coated with System No. N140-2 Epoxy-Polyamidoamine per Div 9.

15. Please confirm if handrails are to be included surrounding the filter basins as none is shown except on the outer perimeter of the entire structure and at the end near the weir walls.
    Response: Handrail to be included only where it is shown in the plans.

16. Will any dewatering be required for the replacement of the existing drain plug valves?
    Response: Assume there will be.

17. What brand are the existing 6” gate and/or plug valves?
    Response: The city is unsure of the existing brand.

18. Reference: 46 61 00 FILTER EQUIPMENT, PAGE 5, 2.6.B. Valve actuators shall be manufactured by ROTORK. Please confirm that RCEL (a division of ROTORK) actuators are acceptable for all of the backwash, solids waste, and scum wasting valves. The backwash (2.12.A) and solids waste (2.12.B) specification sections both call for RCEL, but it is not named in the scum wasting valve section.
    Response: RCEL actuators are acceptable for all of the backwash, solids waste, and scum wasting valves.

City of Titusville
Purchasing & Contracting Division
PO Box 2806 (555 South Washington Avenue)
Titusville, FL 32781-2806 (32796-3584)

19. Is there a limit to which the mobilization bid item cannot exceed based on total bid price? (5% or 10%)
    Response: No limit.

20. Sheet M-101 Note 1 states contractor is to be responsible for all filter media removal and disposal. Sheet M-102 appears to state 11" sand behind the demolition lines in what appears to be an as-built, is this the quantity to be assumed for removal?
    Response: There is approximately 11-12" of media.

21. During the pre-bid there seemed to be some areas on the exterior of the filter structure that could be subject to concrete rehabilitation. Is there any anticipated rehabilitation of the exterior of the filter structure?
    Response: There has been no concrete rehabilitation identified apart of this project at this time.

22. Do you require domestic products.
    Response: NO

23. The front-end documents say this is 365 days with your typical .001 x total for liquidated damages. But, if you go to Specification 13000, it says 240 calendar days and $500 LD's, will this be corrected or revised in an addendum?
    Response: 365 days and the typical 0.001 times the total for Liquidated Damages (LD's).

24. Please specify the coating/painting requirements. Is the entirety of the inside of the structure to be coated? If so, please clarify which coating system is to be used.
    Response: All concrete openings will be required to be coated with System No. N140-2 Epoxy-Polyamidoamine per Div 9.

25. Sheet M-103 the clouded area states that the optional flocculation tank is not included on this project. Does that include the flocculation tank drain over the 30" effluent pipe connection to existing drainpipe or is that to be provided under this contract?
    Response: Optional flocculation tank shown on M-103 and drain are not a part of this project

Additional questions are being evaluated and will be answered in Addendum #2 next week.

Due date remains ***February 23, 2026, at 3:00 p.m. EST local time.*** Deadline for all technical questions was February 13, 2026, and has now passed. All other terms and conditions of the ITB remain the same.

Sincerely,
Leslie Rothering
Purchasing and Contracts
City of Titusville

City of Titusville
Purchasing & Contracting Division
PO Box 2806 (555 South Washington Avenue)
Titusville, FL 32781-2806 (32796-3584)

February 20, 2026
BLUE HERON WRF FILTER UPGRADE
CN26-B-025LR
ADDENDUM #2

TO ALL PROSPECTIVE BIDDERS:

This is an Addendum to and should be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 2 utilizing the Addendum Acknowledgement Form in the Required Forms. Should you have any questions pertaining to this Addendum, please contact Leslie Rothering at 321-567-3973, email Leslie.Rothering@titusville.com.

PLEASE NOTE: Due to the delay in responding to questions received, the bid opening due date and time has been **EXTENDED to March 4, 2026 @ 3:00 P.M.**

Clarifications to question received will be issued via Addendum 3.

Sincerely,

Leslie Rothering
Purchasing and Contracts
City of Titusville

February 27, 2026
BLUE HERON WRF FILTER UPGRADE
CN26-B-025LR
ADDENDUM #3

City of Titusville
Purchasing & Contracting Division
PO Box 2806 (555 South Washington Avenue)
Titusville, FL 32781-2806 (32796-3584)

TO ALL PROSPECTIVE BIDDERS:

This is an Addendum to and should be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 3 utilizing the Addendum Acknowledgement Form in the Required Forms. Should you have any questions pertaining to this Addendum, please contact Leslie Rothering at 321-567-3973, email Leslie.Rothering@titusville.com.

Several questions are pending review, and a response will be provided via Addendum 4.

PLEASE NOTE: Due to the delay in responding to questions received, the bid opening due date and time has been **EXTENDED to March 9, 2026 @ 3:00 P.M.**

Sincerely,

Leslie Rothering
Purchasing and Contracts
City of Titusville

March 4, 2026
BLUE HERON WRF FILTER UPGRADE
CN26-B-025LR
ADDENDUM #4

City of Titusville
Purchasing & Contracting Division
PO Box 2806 (555 South Washington Avenue)
Titusville, FL 32781-2806 (32796-3584)

TO ALL PROSPECTIVE BIDDERS:

This is an Addendum to and should be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 4 utilizing the Addendum Acknowledgement Form in the Required Forms. Should you have any questions pertaining to this Addendum, please contact Leslie Rothering at 321-567-3973, email Leslie.Rothering@titusville.com.

Several questions are pending review, and a response will be provided via Addendum 5.

PLEASE NOTE: Due to the delay in responding to questions received, the bid opening due date and time has been **EXTENDED to March 16, 2026 @ 3:00 P.M.**

Sincerely,

Leslie Rothering
Purchasing and Contracts
City of Titusville

March 5, 2026
BLUE HERON WRF FILTER UPGRADE
CN26-B-025LR
ADDENDUM #5

City of Titusville
Purchasing & Contracting Division
PO Box 2806 (555 South Washington Avenue)
Titusville, FL 32781-2806 (32796-3584)

TO ALL PROSPECTIVE BIDDERS:

This is an Addendum to and should be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 5 utilizing the Addendum Acknowledgement Form in the Required Forms. Should you have any questions pertaining to this Addendum, please contact Leslie Rothering at 321-567-3973, email Leslie.Rothering@titusville.com.

Additional Information:

Either filter basin cannot be taken out of service to start retrofitting until January 2nd, 2027, to allow for drier months during bypass operations. All material and equipment can be procured before January 2nd.

Clarification to questions:

1. Please specify the elevation of the valves to be replaced on the East side of the basins.
   Response: Valves are to be removed and replaced at the same elevation as existing. Exact elevation was not picked up by surveyor.

2. Are repairs expected to be made to the existing concrete structure? This is regarding potential spalding or cracking. If so, please confirm how this is to be dealt with, if there is a measured quantity, and what repair system is to be used.
   Response: Bid Item #11 is added to evaluate all cracks greater than 0.010 in (0.25 mm) size and greater for repair to the existing filter basins per spec section 033600. See attached spec 033600 & 012000 with revised schedule of values.

3. In addendum 1 we would like to clarify information stated in answer 14. The response states that "All concrete openings will be required to be coated with System No. N140-2 Epoxy-Polyamidoamine per Div 9."
   Response: All interior surfaces of the existing filters require recoating. Additionally, per Sheet S-010, any concrete that is cut and results in exposed reinforcing steel shall be coated.

4. Can the City provide more detail on the surfaces being coated. Is the contractor responsible for coating **all** walls, floors, and channels of the Basins?
   Response: Yes, all interior surfaces of the existing filters require recoating. Additionally, per Sheet S-010, any concrete that is cut and results in exposed reinforcing steel shall be coated.

5. REF: Specification 055300 - This specification calls for aluminum grating. Drawing S-100 shows FRP grating. Are we to provide aluminum grating or FRP?
   Response: FRP Grating with Alum support Angle.

6. There are no detailed drawings for the new grating. Please provide.
   Response: Grating is shown on S-100, this should be:
   - **Minimum of 1.5" thick**
   - **Color: Grey**
   - **Fasteners, hold down clips, End clamp shall be stainless steel (S.S.) 316**
   - **Shall comply with the standards of the Reinforced Plastic/Composites Institute**

7. Spec Section 012000, Paragraph 2.11 references Bid Item 11 and indicates that an allowance is to be included. However, the Bid Form does not identify or list any allowance associated with this item. Please confirm whether an allowance is required for Bid Item 11. If so, kindly provide the amount to be included in the bid.
   Response: Bid allowance deleted.

City of Titusville
Purchasing & Contracting Division
PO Box 2806 (555 South Washington Avenue)
Titusville, FL 32781-2806 (32796-3584)

10. Per pg.3 of the ITB, please confirm that a one-year maintenance bond equal to 15% of the final contract amount will be required as this will add additional cost to the project. Is this in addition to a one-year workmanship warranty?
    Response: A one-year maintenance bond equal to 15% of the final contract amount will be required.

11. Pg.30 Section 5 of the insurance section of the ITB states that contracts involving services pertaining to construction projects will require the Contractor to procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project. Please confirm if the Blue Heron WRF Filter Upgrade Project will require the Contractor to procure and maintain a Builder's Risk Policy.
    Response: Confirmed.

12. Per 5.3. Legal Restrictions, Licenses and permits Section on pg.56 of the ITB, please confirm that the Contractor is responsible for procuring all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful protection of the work. With this in mind, please confirm that a Certified General Contractor License is required for this bid and bids not containing said license will not be considered.
    Response: Under Florida Statutes Chapter 489, contractors may only contract for work within the scope of their license classification. A General Contractors License is required for this bid.

13. Please confirm that a SAMS registration number is requirement of a responsible response to this solicitation. Please confirm that the bidder is required to be registered with SAM.gov and must provide proof of registration with the bid.
    Response: SAMS registration is not a requirement for this project.

14. Under Section 1.22. on pg. 15 of the ITB it states that all Contractors must be registered with the State of Florida to conduct business and provide services/commodities required within the scope of this bid. Please clarify if this means that the Blue Heron WRF Filter Upgrade Project is only open to Licensed Florida General Contractors?
    Response: An out-of-state firm can bid on a public works contract in Florida. The firm must still hold the appropriate Florida contractor license (or qualify via endorsement/reciprocity) to perform the work. Under Florida Statutes Chapter 489, contractors may only contract for work within the scope of their license classification. A General Contractors License is required for this bid.

15. The ITB does not list a set dollar amount for liquidated damages. Does this mean that formula listed on pg. 68 of the ITB of "Contract Amount x 1 Mill = Daily Liquidated Damages" will apply to this contract? Additionally, are Liquidated damages the same daily amount for substantial and final completion?
    Response: 0.001 times the total contract amount. For LD's After substantial completion LDs stop, and only punch list work remains before Final Completion.

16. How many openings need to be sealed with urethane foam in the influent Channels. The Sectional plans don't show the north face of the channel to count the openings. These are the openings on Note 1 S-101. We are clearly shown the quantities for the effluent Channel openings that need to be filled.
    Response: The exact number of openings is unknown; an assumption can be made based on the spacing shown and the length of the basin.

17. M- 101 Mentions that there needs to be bypass pumping from clarifier to filter influent channel. Please confirm the flow rate needed for bypassing.
    Response: Refer to responses in Addendum #1.

18. Please confirm that there will be no owner furnished equipment.
    Response: Confirmed

City of Titusville
Purchasing & Contracting Division
PO Box 2806 (555 South Washington Avenue)
Titusville, FL 32781-2806 (32796-3584)

19. In addendum 1 we would like to clarify information stated in answer 14. The response states that "All concrete openings will be required to be coated with System No. N140-2 Epoxy-Polyamidoamine per Div 9." Can the City provide more detail on the surfaces being coated. Is the contractor responsible for coating **all** walls, floors, and channels of the Basins?
    Response: All interior surfaces of the existing filters require recoating. Additionally, per Sheet S-010, any concrete that is cut and results in exposed reinforcing steel shall be coated.

20. How many openings need to be sealed with urethane foam in the influent Channels. The Sectional plans don't show the north face of the channel to count the openings. These are the openings on Note 1 S-101. We are clearly shown the quantities for the effluent Channel openings that need to be filled.
    Response: The exact number of openings is unknown; an assumption can be made based on the spacing shown and the length of the basin.

21. M- 101 Mentions that there needs to be bypass pumping from clarifier to filter influent channel. Please confirm the flow rate needed for bypassing.
    Response: Refer to responses in Addendum #1.

22. Please confirm that there will be no owner furnished equipment.
    Response: Confirmed.

23. REF: Specification 055300 - This specification calls for aluminum grating. Drawing S-100 shows FRP grating. Are we to provide aluminum grating or FRP?
    Response: FRP Grating with Alum support Angle.

24. Spec Section 012000, Paragraph 2.11 references Bid Item 11 and indicates that an allowance is to be included. However, the Bid Form does not identify or list any allowance associated with this item. Please confirm whether an allowance is required for Bid Item 11. If so, kindly provide the amount to be included in the bid.
    Response: Bid allowance item deleted.

25. Please confirm if the interior of the existing filters needs to be cleaned before return to service?
    Response: Interior and exterior of the existing filters should be cleaned and pressure washed before returning to service.

26. Please confirm if the interior of the existing filters needs to be recoated, if so, please provide specification.
    Response: All interior surfaces of the existing filters require recoating. Additionally, per Sheet S-010, any concrete that is cut and results in exposed reinforcing steel shall be coated.

27. Due to the required span and wind uplift criteria, manufacturers have advised that the canopy cannot be provided as shown and must instead be designed as a pre-engineered metal building (PEMB). Please confirm that a PEMB system meeting the project wind design requirements will be acceptable and provide any applicable specifications or details.
    Response: Please see response in Addendum #1 for the canopy.

28. REF: S010 – The note on this drawing states "REMOVE AND DISPOSE OF ALUM GRATING AND SUPPORT, TYP". Are we to include removing the embedded angles as well, or just the grating and clips?
    Response: Include removing the embedded angles as well.

29. Wanted to share that the company listed in addendum #1 cannot provide this canopy for this project. Would you accept an alternate design for a PEMB style steel canopy?

    Response: Two companies were listed in addendum one. The company's suggested do not have to be used, this was just a suggestion.

March 5, 2026
BLUE HERON WRF FILTER UPGRADE
CN26-B-025LR
ADDENDUM #5

City of Titusville
Purchasing & Contracting Division
PO Box 2806 (555 South Washington Avenue)
Titusville, FL 32781-2806 (32796-3584)

PLEASE NOTE: **T**he bid opening due date and time remains **March 16, 2026 @ 3:00 P.M.**

Sincerely,

Leslie Rothering
Purchasing and Contracts
City of Titusville

Attachments:
Revised Bid Schedule
SECTION 012000 – PRICE AND PAYMENT PROCEDURES
SECTION 033600 – CONCRETE REPAIR AND RESTORATION

REVISED – Addendum 5

SCHEDULE OF BID FORM FOR

BLUE HERON WRF FILTER UPGRADE

Bid # 26-B-025 LR

Item	Description	Plan Quantity	Unit	Unit Price	Total Cost
1	**Moblilization**	1	LS	$	$
2	**Demo / Disposal of Existing Filter Equipment**	1	LS	$	$
3	**Existing Filter Basin Modifications**	1	LS	$	$
4	**Filter Equipment & Installation**	1	LS	$	$
5	**Alum canopy**	1	LS	$	$
6	**Weir Gates**	1	LS	$	$
7	**Miscellaneous Metals**	1	LS	$	$
8	**Electrical / I&C**	1	LS	$	$
9	**Restoration**	1	LS	$	$
10	**As-Built Survey**	1	LS	$	$
11	**Concrete Repair**	1	LS	$	$
				BASE BID TOTAL	**$**

Bidder proposes to do the Work for the above Bid for (words)

_____

_____ **($) .**

THE ABOVE BID QUANTITIES ARE THE CITY'S ESTIMATED REQUIREMENTS AND WILL BE USED SOLELY FOR BID EVALUATION AND CONTRACT AWARD PURPOSES. THESE QUANTITIES DO NOT CONSTITUTE A GUARANTEE OF WORK OR INTENT THEREOF. THE CITY DOES NOT REPRESENT THAT THE ACTUAL QUANTITIES OF WORK PERFORMED WILL CORRESPOND WITH THE ABOVE BID QUANTITIES. FURTHERMORE, THE CONTRACTOR SHALL NOT PLEAD MISUNDERSTANDING OR DECEPTION BECAUSE OF QUANTITIES OR OF THE CHARACTER, LOCATION OR OTHER CONDITIONS PERTAINING TO THE WORK.

CONTRACTOR AGREES THAT PAYMENTS, FOR SATISFACTORY WORK PERFORMED, WILL BE BASED ON THE ACTUAL QUANTITIES OF WORK INSTALLED, AND THE ACTUAL QUANTITIES MAY BE GREATER THAN OR LESS THAN THE ABOVE BID QUANTITIES.

CONTRACTOR'S BID PRICES SHALL INCLUDE ALL SUPERVISION, LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, ADMINISTRATION, OVERHEAD AND PROFIT, AND ANY OTHER INCIDENTALS REQUIRED TO COMPLETE THE WORK TO THE CITY'S SATISFACTION AND READY FOR USE. NO SEPARATE PAYMENT WILL BE MADE FOR ANY OTHER ITEMS, REQUIRED TO BE PERFORMED BY THE CONTRACTOR TO COMPLETE THE WORK, WHICH ARE NOT CONTAINED IN THE ABOVE BID SCHEDULE. ACCORDINGLY, THE CONTRACTOR MUST INCLUDE ALL THE COSTS, FOR THE WORK AND THE SERVICES REQUIRED TO BE PERFORMED OR PROVIDED BY THE CONTRACTOR, IN THE CONTRACTOR'S BID PRICES FOR THE PAY ITEMS CONTAINED ABOVE.

THE FOLLOWING ITEMS AND THE COST OF SUCH WORK ARE SOME EXAMPLES OF WORK FOR WHICH NO PAY ITEMS HAVE BEEN ESTABLISHED AND CONSEQUENTLY THE CONTRACTOR MUST INCLUDE SUCH COSTS IN THE ABOVE BID ITEMS:

1. Maintaining and supporting existing above ground and below ground utility structures,
2. All other General Conditions including insurance, bonding, providing proper safety and sanitary facilities for workers, etc.
3. Any other required work or service not included in the Schedule of Bid Items.

The City reserves the right to award the contract to either the firm that submits the lowest "Bid Total Price" or the firm that submits the lowest bid price resulting from adding unit prices, provided that said bid is both responsive and responsible.

COMPANY NAME AND ADDRESS:	PHONE #_____ FAX #_____ E-MAIL: _____ FEIN #_____ DUNS# _____ SAMS #_____
AUTHORIZED SIGNATURE: _____ PRINTED SIGNATURE: _____ TITLE: _____	
DATE SIGNED:	

BID SECURITY

Accompanying this Proposal is a five percent (5%) **(circle one)** Certified Check, Bid Bond, Cashier's Check in the amount of Dollars ($_____) as bid security.

SECTION 012000 – PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SCOPE

A. Separate payment will be made only for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

B. The Contractor's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

C. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work if not shown as a separate pay item.

1. Clearing and grubbing

2. Excavation, including necessary pavement base removal.

3. Shoring and sheeting.

4. Dewatering and disposal of surplus water.

5. Structural fill.

6. Backfill.

7. Grading.

8. Replacement of unpaved roadways, grass, and shrubbery plots.

9. Cleanup.

10. Testing and placing system in operation.

11. Any material and equipment required to be installed and utilized for the test.

12. Pipe, structures, pavement replacement and/or appurtenances included within the limits of lump sum work

D. No payment shall be made for work constructed outside the authorized limits of work.

PART 2 - PRODUCTS

2.1 Mobilization/Demobilization BID ITEM 1

The lump sum to complete this item shall be full compensation for the preparatory work and operations in mobilizing for beginning work on the Project including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of field office, building, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, and state and local laws and regulations; the cost of bonds, required insurance, permits (see Section 01 71 13 Mobilization) and any other pre-construction expense necessary for the start of work; the cost of field engineering including disposal of cleared and grubbed material and debris, permits and fees, construction schedules, project signs, shop drawings, temporary facilities, laydown storage area, construction aids, erosion control, work associated with Contractor support during Owner/Engineer reviews and inspection, re-inspections, and any other re-work resulting from same, cleaning, and operation and maintenance data. Five percent (5%) for the cost of mobilization will be withheld until acceptance and final payment.

2.2 Demolition / Disposal of Existing Filter Equipment BID ITEM - 2

Payment of the applicable lump sum price shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to completely remove and dispose of the items identified for demolition in the Contract documents, including but not limited to: filter equipment, festoon wire system, festoon wire supports, sand filter media, stop gates, piping, pumps, motors, valves, fittings, hardware; couplings; concrete; and any other work required to complete demolition. Demolished facilities shall be shown on the as-builts. This bid item excludes saw cutting/demo of existing walls (covered in Bid Item 3). City shall have right to all abandoned equipment. Contractor is responsible for delivery to City or proper disposal, and associated costs of transfer or disposal. Five percent (5%) for the cost of demobilization will be withheld until acceptance and final payment

2.3 Existing Filter Basin Modifications BID ITEM - 3

Lump sum payment will be made for all modifications of existing structure to accommodate the new filters. This includes but is not limited to demo of existing walls, handrail & grating. This includes the installation of the new concrete walls & walkways and sloping the new backwash channel to the drains. Payment shall include all costs associated with concrete, placement, forms, rebar, dowels into existing, finishing, bypass pumping and all other associated work shown on the plans and specifications for a complete and operable system. The lump sum price shall be full compensation for all labor, materials, and equipment required to complete the described work in accordance with the plans and specifications.

2.4 Filter Equipment & Installation BID ITEM - 4

Payment of the applicable lump sum price shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to furnish and install the two (2) AquaDiamond cloth media filter assemblies including associated backwash traveling bridge with pumps and piping, festoon wire system and supports; all equipment prime and finish coatings; factory testing; startup and performance testing; training; bypass pumping; AD1 and all other incidentals required to complete these items in accordance with the Contract

Documents. This bid item also includes installing the four proposed gate valves on the existing drain piping outside the structure. Periodic payment will be made for these items based upon percent complete, less retainage.

2.5 Aluminum Canopy with Insulated Panels BID ITEM - 5

Lump sum payment will be made at the contract price for provision and installation of the specified enclosure. The lump sum price shall be full compensation for all materials, equipment and labor required for a complete installation. The price includes signed and sealed drawings by a Florida Registered P.E.

2.6 Weir Gates BID ITEM - 6

Payment of the applicable lump sum price shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to furnish and install the two (2) manual composite weir gates including installation hardware; handwheel operator; concrete restoration or modification as necessary for installation of weir gate; leak testing; and all other incidentals required to complete these items in accordance with the Contract Documents. Periodic payment will be made for these items based upon percent complete, less retainage.

2.7 Miscellaneous Metals BID ITEM - 7

Lump sum payment shall be made for the complete fabrication & installation of all proposed Miscellaneous Metals items including but not limited to, stairs, handrail, supports, and grating. This includes all required work for a complete installation of these items as shown in the plans.

2.8 Electrical/ I&C BID ITEM – 8

Lump sum payment shall be made for all labor, Hach equipment, other equipment needed, and materials to complete all electrical work. Payment to include costs associated with procuring and installing all electrical and instrumentation components as shown in the plans. This includes all general conditions, overhead, and profit for this work as required for the general contractor. The lump sum price includes all site electrical work, lighting, running conduit to MCC, mounting panels, Hach equipment including coordination between the general PICS and subcontractors to construct a complete and operable system in accordance with the plans and specifications. Contractor to supply the panel for the Hach equipment.

2.9 Restoration BID ITEM - 9

Lump sum payment will be made for the restoration items. Restoration items include, compacting and final grading of earthwork, sod, and any other miscellaneous items not shown but required for the improvements. This also includes providing positive drainage, acceptable finish grades, base and pavement restorations, rock, etc. Sod shall match existing materials or as called out within the plans and specifications. All pavement, gravel, sod, and grading for a final site acceptable to the City and their project representative are included in this pay item.

The bidders shall investigate the site prior to submittal to include all items needed. The lump sum price shall be full payment for all labor, materials and equipment required to complete the described work in accordance with the plans and specifications.

2.10 As-Built Survey BID ITEM - 10

Payment will be made at the contract lump sum price for professional survey layout of the proposed improvements and "as-built" drawings. As-built drawing requirements are set forth in specification Section 01 78 39. Two (2) copies of preliminary as-builts signed & sealed by the Contractor's surveyor shall be submitted with each monthly progress pay request. These preliminary as-built drawings shall be up to date and include all work for which the contractor is asking to be paid for in the respective pay period. Pay requests submitted without updated as-builts shall be a basis for rejection of the pay request until such time as the as-builts are brought up to date. Final as-built requirements and deliverables are outlined in specification Section 01 78 39. No final payment will be made without acceptable completion of final as-built drawings meeting the specifications.

Payment shall be based on the percentage of the lump sum price (stated in the Schedule of Unit Prices) equal to the percentage complete of the overall project work.

2.11 Concrete Repair BID ITEM - 11

Payment for concrete repair will be made at the Contract unit price per linear foot for repairing cracks in the existing basin, as measured and accepted by the Engineer. The unit price shall constitute full compensation for furnishing all labor, materials, equipment, surface preparation, coatings, curing, and incidentals necessary to complete the work in accordance with Specification 033600 and the Contract Documents.

No separate payment will be made for work incidental to the concrete repair, including mobilization, protection of adjacent surfaces, access, cleanup, or coordination with ongoing operations; all such costs shall be included in the unit price bid.

EXECUTION (NOT USED)

END OF SECTION 012000

SECTION 033600 – CONCRETE REPAIR AND RESTORATION

PART 1 - GENERAL

1.1 SUMMARY

A. This specification pertains to evaluating all cracks greater than 0.010 in (0.25 mm) size and greater for repair to the existing filter basins. Work includes identification, evaluation, preparation, and repair of qualifying cracks in accordance with Specification 033600 and the Contract Documents. Concrete repair shall restore structural integrity, durability, and watertightness of the basin and include all materials, labor, equipment, surface preparation, and incidental work necessary to complete the repairs.

B. Section Includes:

1. Condition survey of existing concrete structures.

2. Restoration and repair of existing concrete structures.

3. Crack repair and sealing.

4. Crystalline fillers and repair materials.

5. High performance coatings.

6. Weather protection and temporary heating of workspaces.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated or proposed for use. Include manufacturer's technical data, application instructions, and recommendations for each component required.

B. Design Mixtures: For each concrete or grout mixture.

C. High Performance Coatings: Submit Manufacturer's data on high performance coatings, systems, and installation procedures.

D. Shop Drawings: To quantify and classify scope and location of repairs, surface preparation, materials and methods to be used.

E. Photographs of areas and cracks in need of restoration.

F. Material test reports and certificates.

G. Qualification Data:

1. Submit evidence of experience on successful projects or similar scope and type.

2. Submit qualifications and experience of jobsite supervisor.

H. Daily reports of weather conditions and progress of concrete restoration work.

I. Warranty: Contractor shall warranty materials and workmanship for a period of five (5) years after substantial completion.

1.3 QUALITY ASSURANCE

A. Installer Qualifications:

1. Engage an installer who is qualified and experienced in the repair and restoration of concrete structures.

B. Pre-installation Conference: Conduct pre-installation conference to discuss scope of repairs, materials and methods to be used for repairs. This conference shall include the Engineer, Owner, Contractor's project manager and site supervisor.

C. All repair materials that are not stored, handled, prepared, placed, or cured in

accordance with the manufacturer's instructions will be rejected by the Engineer. The Engineer reserves the right to require removal of any repair materials or concrete if repair procedures are found to be unacceptable or defective. The Contractor shall rework such areas at his own expense, until such areas are found to be acceptable.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in original packages and containers, with seals unbroken, bearing manufacturer's labels indicating brand name and directions for storage and mixing with other components.

1.5 PROJECT CONDITIONS

A. Environmental Limitations: Comply with manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting application.

B. Provide temporary enclosures, heating, ventilation, and lighting necessary to compete the work of this section including but not limited to survey of work, installation and curing of work, inspection and measurement of work.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071.

2. Xypex Chemical Corporation, 13731 Mayfield Place, Richmond BC, Canada

3. Euclid Chemical.

4. Tnemec Company, 6800 Corporate Drive, Kansas City, MO 64120-1372

5. Sherwin Williams Protective and Marine Coatings.

2.2 CONCRETE REPAIR MATERIALS

A. Basis of Design products that may be incorporated into the Work include, but are not limited to, the following:

1. Sika Armatec 110 EpoCem Bonding Agent and Reinforcement Protection.

2. Sikadur 32, Hi-Mod, High-modulus, high strength, epoxy bonding/grouting adhesive.

3. Sikadur 32, Hi-Mod LPL, High-modulus, high strength, extended pot life, epoxy bonding/grouting adhesive.

4. SikaRepair 223, One component, early strength gaining, cementitious patching material.

5. SikaRepair SHA, Fast-setting, one component, cementitious repair mortar with superior high build properties.

6. SikaTop 122 Plus, Two-component, polymer-modified, cementitious, trowel-grade mortar plus FerroGard 901 penetrating corrosion inhibitor.

7. SikaTop 123 Plus, Two-component, polymer-modified, cementitious, non-sag mortar plus FerroGard 901 penetrating corrosion inhibitor.

8. Xypex FCM 80.

9. Xypex Megamix I & II.

10. Xypex Patch & Plug.

11. Xypex Admix C-500, C-1000, C-2000.

12. Xypex Concentrate.

13. Xypex Xycrylic Admix.

B. Water: ASTM C 94/C 94M and potable.

2.3 HIGH PERFORMANCE COATINGS

A. Basis of Design products that may be incorporated into the Work include, but are not limited to, the following:

1. Tnemec Mortarclad Series 218.

2. Tnemec Perma-Shield H2S Series 434.

3. Tnemec Perma-Glaze Series 435.

4. Sherwin-Williams STEEL-SEAM FT910.

5. Sherwin-Williams COR-COTE SC.

6. Sherwin-Williams COR-COTE HP FF.

B. Surface Preparation: Prepare surfaces in accordance with NACE 6/SSPC-SP13. Abrasive blast, shot blast, water jet or mechanically abrade concrete surfaces to remove laitance, curing compounds, hardeners, sealers and other contaminants and to provide a minimum ICRI-CSP 5 surface profile. All surfaces must be clean, dry and free of oil, grease, chalk and other contaminants.

C. Acceptable Coating Systems:

1. Tnemec:

    a. One coat, Mortarclad Series 218, DFT as required to fill voids and provide a continuous substrate for additional coatings, with consistent DFT not less than 1/16 inch.

    b. One coat, Perma-Glaze Series 435, DFT not less than 30 mils.

2. Sherwin Williams:

    a. One Coat, STEEL-SEAM FT910 Epoxy Patching and Surfacing Compound, as required to fill voids and create a continuous substrate for additional coatings, with consistent DFT not less than 1/16 inch.

    b. One Coat, COR-COTE SC, DFT not less than 30 mils.

3. Other systems may be considered, subject to the approval of the Engineer.

4. Apply primers as recommended by the Manufacturer. Apply additional coats using a different tint for each coat.

PART 3 - EXECUTION

3.1 CONDITION SURVEY AND INSPECTION

A. Owner's representative will perform a concrete condition survey of the concrete tanks. Engineer will locate and indicate with markings the areas in need of repair, such as spalling, cracking, distress, or deterioration of the concrete. Areas in need of repair will be numbered and categorized. Video and photo coverage may be provided. Contractor shall provide a representative on site who will be responsible for coordination with the Engineer regarding expected scope of concrete demolition, repair material installation, and finished work. Contractor shall discuss intended materials, means and methods prior to commencement of each stage of the work.

B. Owner’s representative will provide regular inspections to determine extent of surface preparation or removal required. Engineer will measure the extent of work at each stage for determination of quantities and payment.

3.2 TEMPORARY FACILITIES AND UTILITIES

A. Provide temporary shelters, scaffoldings, coverings, storage, temporary electrical power, lighting, potable water supply, and other means necessary to perform the work of this section.

3.3 PREPARATION

A. Concrete Removal: Loose, damaged, distressed or deteriorated concrete shall be removed. The contractor shall remove all areas of unsound concrete by chipping, grinding, water or abrasive blasting, or other approved methods. The method used for concrete removal shall be appropriate for the surface preparation required prior to application of repair materials. Care should be taken not to damage the existing steel reinforcement or cause damage to its bond to the adjacent concrete. No reinforcing bars may be cut or removed without the approval of the Engineer. Any damage caused by the Contractor to any portion of the structure not intended for repair shall be repaired by the Contractor, at the Contractor’s expense, to the satisfaction of the Engineer.

B. Surface Preparation for concrete repairs: Clean substrates of all dirt, dust, grease, oil, blasting media, fungus, mildew, biological residues etc. and in accordance with the manufacturer's written instructions. Prepare the surface by appropriate mechanical means such as steel shotblasting or planetary grinding (CSP 3-6). The compressive strength of the prepared concrete substrate should be at least 3,500 psi (24 MPa). Repairs to cementitious substrates, filling of holes, leveling of irregularities, etc. should be carried out using an appropriate product. Contact Engineer or Manufacturer’s Technical Service for recommendations.

C. Reinforcement Replacement or Repair: After removing loose or deteriorated concrete. Reinforcement that becomes exposed shall be inspected by the Engineer to determine whether replacement or supplemental reinforcement is required. The reinforcement shall be exposed, evaluated for its condition, and prepared for the recommended repair technique. Furnish and install supplemental reinforcement as indicated by the Engineer. Payment for supplemental reinforcement will be by change order as agreed to by the Engineer and the Contractor prior to proceeding with the work.

D. High Performance Coatings: Upon completion of concrete repairs, the floors and walls of the structure shall be cleaned and uniformly coated with High Performance Coatings according to the manufacturer's written instructions.

E. Surface Preparation for High Performance Coatings: Installation of Repair Material.

F. Repairs should be completed according to the recommendations of the Engineer. Remove damaged, distressed and deteriorated concrete and install repair materials according to the manufacturers' written instructions. The Contractor shall use proper procedures and techniques to achieve the desired results.

G. Use patching and fill materials listed above to fill holes and depressions in substrates according to manufacturer's written instructions.

H. Contractor shall maintain detailed daily records of weather conditions, repair locations, repair techniques, quantities installed, dates and times, and work completed. Daily reports shall be submitted to the Engineer within 48 hours of the work being performed.

I. Curing: Curing shall be in accordance with the manufacturer's instructions or as otherwise directed by the Engineer.

J. The Contractor shall install repair materials such that the original design profile and cross section are restored. If the existing or repaired concrete surface is damaged in any way by construction operations, or if the concrete repairs show signs of damage

or defect prior to final acceptance, it shall be reworked at the Contractor's expense.

3.4 FIELD QUALITY CONTROL

A. Material Sampling: During the course of the work, Owner may require material samples for testing for compliance with these specifications.

1. Owner may engage an independent testing agency to take samples of materials being used. Material samples will be taken, identified, sealed, and certified in presence of Contractor.

2. Testing agency will test samples for compliance with requirements, using applicable referenced testing procedures or, if not referenced, using testing procedures listed in manufacturer's product data.

3. If test results show applied materials do not comply with specified requirements, Contractor shall pay for testing services, remove noncomplying materials, prepare surfaces coated with unacceptable materials, and reapply materials to comply with requirements at no cost to the Owner.

B. Daily Reports: The Contractor shall provide daily reports of temperature, humidity and weather conditions that may affect the repair procedures.

3.5 PROTECTION

A. Protect work and materials from damage and wear during construction period. Provide protective methods and materials, including temporary coverings, tenting and heating, or other means necessary to protect the work during construction and until work is fully cured.

3.6 CLEAN UP AND REMOVAL

A. Upon completion of the work, remove all materials and debris from the site and dispose of in a legal manner. Clean the work area of dust, dirt, grease, etc. and restore the site to its original condition for full operational use by the Owner.

City of Titusville
Purchasing & Contracting Division
PO Box 2806 (555 South Washington Avenue)
Titusville, FL 32781-2806 (32796-3584)

March 10, 2026
BLUE HERON WRF FILTER UPGRADE
CN26-B-025LR
ADDENDUM #6

TO ALL PROSPECTIVE BIDDERS:

This is an Addendum to and should be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 6 utilizing the Addendum Acknowledgement Form in the Required Forms. Should you have any questions pertaining to this Addendum, please contact Leslie Rothering at 321-567-3973, email Leslie.Rothering@titusville.com.

Clarification to Questions:

1. Does the Concrete Repair and Restoration / High Performance Coating spec 033600 in Addendum 5 replace originally specified Painting and Coating spec 09900, as it pertains to the prep and install of coatings / linings on concrete scheduled for immersion?? If NOT, please detail how both systems are to be used in conjunction with one another.
   Response: 033600 does not replace 09900 and is for repairs to the existing concrete cracks only.

2. The immersed concrete is currently lined. Based on the specification provided (CSP 3-6), it is implied that a total removal of existing lining/coating will be necessary to achieve the desired surface profile. Is the intent of the specification for all existing interior coatings to be totally removed? If an overcoat of existing material is the intent, NO warranty for material or workmanship can be offered.
   Response: Removal of existing lining/coating will be necessary to achieve the desired surface profile to apply interior coatings per 09900.

3. What is the current existing lining system, and what mils (DFT) was it installed at? For bidding purposes, is the intent to assume that the concrete will require NO LESS/NO MORE than 1/16th of an inch of resurfacing material on all concrete surfaces scheduled for immersion?
   Response: NO LESS than 1/16th of an inch of resurfacing material on all concrete surfaces scheduled for immersion.

PLEASE NOTE: The bid opening due date and time remains **March 16, 2026 @ 3:00 P.M.**

Sincerely,

Leslie Rothering
Purchasing and Contracts
City of Titusville

Bid #: CN26-B-025/LR	Due Date: **February 23, 2026 @ 3:00 PM**	Mail Date: January 22, 2026
Leslie Rothering/ Purchasing and Contracting	Respond: 555 South Washington Avenue Titusville, Florida 32796	
Bid Title/Name: **BLUE HERON WRF FILTER UPGRADE**		
Pre-Bid Meeting: **Non-Mandatory - – *February 5, 2026 @ 9:00 a.m.* located at Blue Heron, 4800 Deep Marsh Rd, Titusville, FL 32780.**		

CITY OF TITUSVILLE, FLORIDA

Standard Contract Book & Special Provisions

BLUE HERON WRF FILTER UPGRADE

NOTICE OF INVITATION FOR BIDS

BID NUMBER: CN-26-B-025/LR

TITLE: **BLUE HERON WRF FILTER UPGRADE**

DUE DATE: February 23, 2026 @ 3:00P.M.

The City of Titusville intends to contract for the construction of the Blue Heron Water Reclamation Facility (WRF) Filter Upgrade. The work consists of furnishing all labor, equipment, and materials for the construction of the facilities that includes retrofit of the existing sand filters at the City of Titusville Blue Heron WRF to Aquadiamond cloth media filters. This includes installing a canopy over the proposed filters with new grating and handrail and other Work indicated in the Contract Documents.

All work shall be in accordance to provided plans and specifications provided by the City's consultant Mead & Hunt Inc.

Bids will be accepted by the city of Titusville at city hall, 555 s. Washington avenue, Titusville, Florida 32796, until **February 23, 2026 @ 3:00 p.m.,** at which time and date the bids will be publicly opened in the city council chamber. any bids received after the time and date specified above will not be considered. sealed envelopes shall contain the name of the bidder and be marked as follows:
:

Bids shall be submitted in one (1) original hard copy along with an electronic copy on CD or USB drive. Firms interested in submitting a bid may obtain a complete bid package from Demand Star, or may request the bid package from the Purchasing and Contracting Administration office by email at leslie.rothering@titusville.com. The bid package will be provided in electronic format as a pdf document upon request. All questions about the meaning or intent of the Bidding Documents must be submitted in writing to Leslie Rothering, City of Titusville Purchasing Services and Contracting, 555 N Washington Ave, Titusville, FL. Written questions may be mailed or sent via email to: Leslie.Rothering@Titusville.com All questions should be received in writing prior to 5:00 p.m. on February 13, 2026.

Contractors shall be properly licensed to conduct its business in the City of Titusville, with all licenses, permits, and certificates as required by all local, State of Florida, and Federal agencies.

A Non-Mandatory Pre-Bid will be held on February 5, 2026 @ 9:00 a.m. located at Blue Heron, 4800 Deep Marsh Rd, Titusville, FL 32780.

No bid shall be considered unless sealed and filed with the Purchasing & Contracting Office at the address specified, no later than the time set forth above. The official time will be the date and time packet is stamped received in the Purchasing and Contracting Office. Each bid must be accompanied by all bid forms provide within the Solicitation packet and a Bidder's Bond, payable to City of Titusville, Florida for five percent (5%) of the amount of the bid; to be forfeited as liquidated damages in the event that the bid is accepted, and the bidder fails to enter promptly into a written contract and furnish the required Performance Bond, Payment Bond, and Insurance Certificates. Bids arriving after the designated time will be returned unopened.

Payment and Performance Bond in an amount equal to 100% of the contract amount will be required as well as a one-year Maintenance Bond equal to 15% of the final contract.

The City reserves the right to make any changes to this bid, or to reject any and all, or parts of any and all bids, or to accept any bid or portion thereof deemed to be in the best interest of the City, or postpone or cancel, at any time, this bid, or to re-solicit this bid, or to waive any irregularities in this bid or in the offers received as a result to this bid. The City also reserves the right to request clarification or information from any bidder. The City is not liable for any expenses incurred by any firm as a result of being a respondent to this solicitation.

Bidder Checklist

One (1) original hardcopy completed on the Bid Packet as furnished with one (1) electronic copy using a CD or USB drive. Following items must be included with submittal for Bid to be considered responsive.

- ☐ Bidder's Checklist & Addendum Acknowledgements – **Page 4**
- ☐ Bid Form and Price Proposal Form – **Page 85**
- ☐ Bid Bond ON BID BOND FORM PROVIDED – **Page 90**
- ☐ Certificate as to Corporate Principal – **Page 92**
- ☐ Affidavit – **Page 94**
- ☐ Subcontractor list – **Page 95**
- ☐ Questionnaire Form (including References) - **Page 96**
- ☐ Trench Safety – **Page 99**
- ☐ Public Entity Crimes - **Page 101**
- ☐ Scrutinized Companies Certificate: Pursuant to Florida Statute § 287.135 – **Page 104**
- ☐ E-Verify Affidavit E-Verify #_____ **Page 106**
- ☐ Drug Free Workplace Certification – **Page 107**
- ☐ Certification Regarding Debarment Suspension, Ineligibility,Voluntary Exclusion – **Page 108**
- ☐ Equal Employment Opportunity Certification – **Page 109**
- ☐ Form of Non-Collusion Affidavit – **Page 110**
- ☐ Disclosure Form Foreign Influence _ **Page 111**

Addendum Acknowledgment - Bidder acknowledges that the following addenda have been received and are included in this Bid:

☐ Addendum 1_____ Dated _____

☐ Addendum 1_____ Dated _____

☐ Addendum 1_____ Dated _____

Proof that your firm is licensed to perform this work, proof of insurance, and all completed Required Forms within this packet must be included with this bid for your bid to be considered.

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2 - Draft Contract
3 - Basic Clauses
4 - Site Requirement
5 - Insurance, Patents, Permits & Taxes
6 - Control of Work
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8 - Execution & Progress
9 - Legal Relations & Responsibility
10 - Measurement & Payment
11 - Labor Requirements
12 - Contractor Forms
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CONTRACT & BID FORMS

- Price Proposal
- Bid Bond
- Affidavit
- Non-Collusion Affidavit
- Florida Trench Safety Act Statement
- Subcontractors
- References/Bidder Qualification Questionnaire
- Drug-Free Workplace Certification
- Public Entity Crimes
- Scrutinized Companies Certificate
- E-Verify Affidavit
- Certificate - Contract Execution Authorization
- Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion
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TECHNICAL

CONTRACT DOCUMENTS SPECIFICATIONS AND DRAWINGS

S E C T I O N 1

I N S T R U C T I O N S TO B I D D E R S

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INSTRUCTIONS TO BIDDERS

1.1. Definition of Terms:

Whenever in the Contract Documents the following terms (or pronouns in place of them) are used, the intent and meaning of such terms shall be interpreted as follows:

a) City: The City of Titusville, Florida

b) Owner: The City of Titusville, Florida

c) City Manager: The City Manager of the City of Titusville, Florida, being the administrative head of the City as described in the City Charter.

d) Purchasing & Contracting Administrator: The Purchasing & Contracting Administrator is the employee of the City of Titusville responsible for the overall coordination and oversight of the contract assuring that all contractual obligations are completed satisfactorily and in accordance with the Contract terms and conditions. The PCA will have complete responsibility to receive notices, transmit instructions and communicate policies and decisions regarding all contract matters including technical matters that may affect the contract terms and conditions. The City's Purchasing & Contracting Administrator can be reached during normal office hours by Phone: 321.567.3973/Fax 321.383.5628, or at City Hall, 555 S. Washington Avenue, Titusville, Florida 32796.

e) Project Manager: The Project Manager is the employee of the City of Titusville responsible for the overall coordination, oversight and management of the Work. All Work done shall be subject to the review of the Project Manager and City. Any and all technical questions which may arise as to the quality and acceptability of materials furnished, work performed, or work to be performed, interpretation of all technical questions as to the fulfillment of the Contract on the part of the Contractor, shall be referred to the Project Manager, who will have responsibility to resolve such questions, and transmit instructions and communicate decisions of technical nature to the Contractor, in writing, regarding matters pertinent to performance of the Work. The City shall not be responsible for the acts or omissions of the Contractor. Any changes to the scope of work or any deviations from the contract documents must be approved in writing through the Purchasing & Contracting Administrator in accordance with Section 4, paragraph 4.2 Changes in Work.

f) Engineer: Mead & Hunt, Inc.

g) Inspector: An employee or a designated representative of the City, assigned to make any or all necessary inspections of Work performed, and materials furnished by the Contractor and reporting directly to the Project Manager or the City Engineer or the Purchasing & Contracting Administrator.

h) Person: The word Person shall mean and include any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or otherwise, and any combination thereof.

i) Bidder: Any person who submits a Proposal for the Work described in the Notice to Bidders and pursuant to these Contract Documents

j) Contractor: The Firm whose Proposal the City will accept and who shall thereafter enter into a form of Contract with the City to furnish the materials and do all the Work as bid upon.

k) Subcontractor: A Firm supplying material, labor, equipment or appurtenances for the Work at the site of the project. Such Firm has contractual relations with the Contractor, but not with the City.

l) Principal: When used in the Bid Bond, the word Principal means the same as the word Bidder. When used in the Contract Bond, the word Principal means the same as the word Contractor.

m) Surety: The corporation or individual, bound by the Contract Bond with and for the Contractor, and who is primarily liable and engages to be responsible for Contractor's acceptable performance of the Work for which the Contract has been made, and for his payment of all debts pertaining thereto.

n) Contract Documents: The Contract Documents shall mean and include the following:

1.

1. Notice to Bidders	2. Non-collusion Affidavit Form
3. Instruction to Bidders	4. Release of Lien (Partial/Final) Form
5. Price proposal Form	6. Bidder Qualification Questionnaire
7. Bid Bond Form	8. General Conditions
9. Affidavit	10. Special Provisions
11. Draft Contract	12. Technical Specifications
13. Certificate-Contract Execution	14. Foreign Disclosure Form
15. Performance & Payment Bond	16. Performance of Work By Sub-Contractors
17. Trench Safety Act	18. Copy of Business Tax Receipt & State of Florida Registration
19. Drug-Free Workplace Form	20. Public Entity Crime Form
21. Certificate Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion	22. E-Verify
23.Scrutinized Companies	24. Public Entity Crime Affidavit

o) Work: All Work to be performed by the Contractor in the fulfillment of the Contract, and includes all necessary materials, labor, equipment, and transportation, as described in the Contract Documents, for the contemplated improvement.

p) Scope of Work: The specific Work, improvement, or job, to which these Contract Documents apply, as described in Section I, (Description of Work) of the Contract.

q) Contract: The written agreement between the Owner and the Contractor for the performance of the Work in accordance with requirements of the Contract Documents and for the payment of the agreed consideration, therefore.

r) Addendum: A modification of the Plans or other Contract Documents issued by the Procurement Contracts Coordinator and distributed to prospective Bidders prior to the opening of bids.

s) Change Order: A written order issued by the Owner, or when authorized in this Contract, by the Purchasing & Contracting Administrator, to the Contractor directing certain changes, additions, or reductions in the Work or in the materials or methods to be used.

t) Or Equal: Whenever in the Contract Document and Plans, any particular brand, make of material, device, or piece of equipment is shown or specified, such brand, make of material, device or piece of equipment shall be regarded merely as a standard. If two or more brands, makes of material, devices, or pieces of equipment are shown or specified, each is to be regarded as the equal of the other. Any other brand, make of material, device, or piece of equipment, which, in the opinion of the Purchasing & Contracting Administrator, is the recognized equal of that specified, considering quality, Workmanship, economy of operation, and suitability for the purpose intended, will be acceptable.

u) Subgrade: That portion of the roadbed immediately below the base course or pavement (including below the curb and gutter, valley gutter, shoulder and driveway pavement); the limits of which will ordinarily include those portions of the roadbed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are showing on the plans, the sub-grade section shall be considered to extend to a depth of 12 inches below the bottom of the base or pavement and outward to six inches beyond the base, pavement or curb and gutter.

v) Architect: None.

w) Field Order: N/A

x) Proposal: Written response to the requirements of this bid (on the forms provided herein.)

1.2. Receipt and Opening of Bids

Bid proposals, together with Bid Bond, Specifications and Contract Bond, as completely assembled herewith, must be delivered in sealed, opaque envelopes, addressed to the Purchasing & Contracting Administration Division of the City of Titusville, Florida, at the date and time called for in the Notice of Invitation for Bids and shall be properly identified on the face thereof. The Bid proposal shall be made out upon the blank form included herewith, which must not be removed nor detached, from these Contract Documents.

Bid proposals will be publicly opened and immediately read aloud in the Council Chambers, City Hall, 555 S. Washington Ave., Titusville, Florida, at the time designated in the Notice to Bidders.

1.3. Qualifications of Bidder

The City reserves the right before awarding the Contract to require a Bidder to submit such evidence of his qualifications as it may deem necessary to properly evaluate the bid and may consider any evidence of the financial, technical and other qualifications and abilities of a Bidder. The City reserves the right to award the contract only to a Bidder who is fully qualified to undertake the Work.

1.4. Local Preference. The City of Titusville grants preference to those vendors, contractors or service providers whose primary business location is within the physical limits of the City of Titusville or Brevard County and have held a valid occupational license (Business Tax Receipts) for a period of no less than one year. Local business shall be defined in accordance with said ordinance which is available for review in the City Clerk's or Purchasing & Contracting Administrator's office and will be provided if requested for the cost of copying it.

1.5. Preparation of Bids

Bids must be submitted on Bid Price Proposal Form contained in this document or any subsequent revision thereto made and incorporated into the Contract Documents via addendum issued by the City's Purchasing & Contracts Division. All blank spaces in the Proposal must be filled in legibly and correctly handwritten in ink or typed. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is called for, for each scheduled item of Work, as well as the Total Bid Price for the entire Work under the contract.

In the event of a bid item price discrepancy (math error when the bid total price for any bid item is not the result from applying the unit price stated by the bidder for such item to the item quantity indicated in the bid) the bid unit price stated in the bid shall govern and prevail and the total bid price for such item will be corrected.

If the Bid is made by an individual, he or she must sign his name thereon and state his post office box/address and the name and address of every other person involved in the Bid as principal. If the Bid is made by a firm or partnership, its name and post office address must be stated as well as the name and address of each member of the firm or partnership. If the Bid is made by a corporation, the Bid must be signed by some authorized officer or agent, subscribing the name of the corporation with his own name and affixing the corporate seal. Such office or agent must also state the name of the State under which the corporation is chartered, the names and business address of the President, Secretary and Treasurer, as well as the registry with the Secretary of State of the State of Florida of such corporation for doing business in the State of Florida.

1.6. Plans and Other Contract Documents

The plans and other Contract Documents give the location and description of the Work to be done under this Contract, the estimated quantities of each item of Work for which Bids are invited, the time in which the Work must be complete, the amount of the Bid Guarantee, and the date, time and place of the receipt and opening of Bids.

1.7. Examination of Contract Documents and Site

The Bidder is required to examine carefully the site of the Work and the plans and other Contract Documents for the Work contemplated. It will be assumed that the Bidder has investigated and is fully informed as to the requirements of the plans and other Contract Documents, thus relieving the City of any costs incurred by the Bidder as a result of a misunderstanding or miscalculation of the Work.

1.8. Obligation of Bidder

The Bidder must inform himself fully of the conditions under which the Work is to be performed in relation to both construction and labor conditions, acquaint himself with all governing laws, ordinances, etc., and otherwise thoroughly familiarize himself with all matters which may affect the performance of the Work; failure to do so will not relieve a successful Bidder of his obligation to furnish all material, equipment and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the consideration set forth in his Bid.

It is the obligation of the Bidder to make his own investigations of sub-surface conditions prior to submitting his Bid. The record of borings, test excavations and other sub-surface investigations, if any, made for design purpose for the engineers are available in the Engineering Department. Such records are offered as information only and solely for the convenience of Bidders. The City does not warrant or guarantee that said borings, test excavations and other sub-surface investigations show the actual sub-surface conditions. The Contractor agrees that he will make no claims against Owner if in carrying out the Work he finds that the actual conditions encountered do not conform to those indicated by said borings, test excavations and other sub-surface investigations.

Any estimates or estimates of quantities of Work or materials shown on the plans or in the Proposal, based on said borings, test excavations and other sub-surface investigations or otherwise, are in no way warranted to indicate the true quantities or distribution of quantities.

1.9. Clarifications/Changes While Bidding

If any prospective Bidder for the proposed Contract is in doubt as to the true meaning of any part of the drawing, Specifications or other proposed Contract Documents, he may submit to the Procurement Contracts Coordinator a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be mailed or delivered to each prospective Bidder who has received a complete set of Bidding Documents. The Owner will not be responsible for any other explanations or interpretations of the proposal documents.

During the Bidding period, Bidders may be furnished addenda or bulletins for additions or alterations to the contract documents, which shall be included in the Work covered by the Proposal.

1.10. Interpretation of Quantities

The quantities of Work to be done under this Contract, given in the Proposal, are not to be considered as fixed for each item. Such quantities are to be used for comparison of bids received and for payment. Changes in such quantities shall only be caused by addition to or deletion from the Contract by way of a Change Order. The Bidder shall not plead misunderstanding or deception because such listed quantities do not correspond with measured areas. Payment to the Contractor will be made only on the basis of the total quantity of Work actually performed in accordance with the plans and other Contract Documents, and it is understood that the quantities may be increased or diminished, by addition or deletion of entire facilities without in any way invalidating any of the unit prices bid. Quantities for any facilities added or deleted shall be computed in the same manner as that used for those listed on the plans.

1.11. Bid Guarantee

Each Bid must be accompanied by a Bid Guarantee in the form of a cashier's or certified check made payable to the City of Titusville, Florida, or a Bid Bond prepared on the form attached herein, duly

executed by the Bidder as Principal and having a surety company satisfactory to the City (i.e., highly rated by "Best" or the "U.S. Treasury Listing".) The guarantee so furnished shall be in an amount of not less than five percent (5%) of the amount of the Total Bid Price. All certified checks must have attached thereto the necessary governmental documentary stamps. **Such checks or Bid Bonds will be returned to all except the three (3) lowest qualified Bidders within ten (10) days after the opening of Bids, and the remaining checks or Bid Bonds will be returned within three (3) days after the Owner and the successful Bidder have executed the Contract for the Work.**

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bond required within ten days after he has received notice of the acceptance of this Bid, shall forfeit to the City, as liquidated damages for such failures or refusal, the bid guarantee security deposited with the Bid.

1.12. Disqualification of Bidders

Any one of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his Bid:

a) Submission of more than one (1) Bid for the same Work by an individual, firm, partnership or corporation under the same or different names.

b) Evidence of collusion among Bidders.

c) Previous participation in collusive bidding on Work for the City of Titusville, Florida.

d) Submission of an unbalanced Bid in which the prices bid for some items are out of proportion to the prices bid for other items.

e) Lack of competency of Bidder- i.e., Bidder will be considered ineligible if at any time during the process of receiving bids or awarding the Contract, developments arise which -- in the opinion of the City -- adversely affect the Bidder's responsibility. However, the Bidder will be given an opportunity by the City to present additional evidence before final action is taken.

f) Lack of responsibility as shown by past Work judged from the standpoint of Workmanship and progress.

g) Uncompleted Work for which the Bidder is committed by Contract which, in the judgment of the City, might hinder or prevent the prompt completion of Work under this Contract if awarded to such Bidder.

h) Being in arrears on any of his existing contracts with the Owner, or in litigation with the Owner, or having defaulted on a previous contract with the Owner.

i) Promoting deliberate discriminatory practices.

This list is a representative sample of causes for disqualification and shall not be deemed to be all-inclusive.

1.13. Rejection of Irregular Bids

Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind.

The Owner reserves the right to waive any informalities or irregularities of bids.

1.14. Withdrawal of Bid

Any bid may be withdrawn prior to the time scheduled in the Notice to Bidders for the opening thereof.

1.15. Commencement and Completion of Work

Each Bidder shall state in his Proposal in the space provided for that purpose the number of calendar days he will commence the Work after receipt of Notice of Award of Contract and Notice to Proceed, and the number of calendar days required to complete the Contract after start of Work.

1.16. Liquidated Damages

Should the Bidder, as subsequent Contractor for the Work, become liable to assessment for liquidated damages for reasons set forth in Section 8.9 of General Conditions of these Specifications, the Contractor and his sureties shall pay to the Owner the sum for each calendar day for which liquidated damages are assessed in accordance with the stipulations set forth in said section.

1.17. Guarantee of Faithful Performance and Payment

A Performance and Payment Bond satisfactory to the Owner, on the form attached herein, in an amount of not less than the Total Bid Price, will be required of the successful Bidder to guarantee that he will deliver a completed project under his Contract in strict accordance with the Contract Documents, and will pay promptly all persons supplying him with labor or materials for the Work. This bond shall be written through a reputable and responsible Surety Bond Agency licensed to do business in the State of Florida, as rated by "Best" or the "U.S. Treasury Listing" and shall be delivered to the Purchasing & Contracting Administrator with the executed Contract as required in Section 1.18 of these Instructions to Bidders.

In addition to the above Bond, the Contractor shall be required to furnish a Maintenance Guarantee Bond, in the amount of ten percent (10%) of the final contract price, insuring the completed Work against defects in materials and Workmanship, for a period of one (1) year after the date of the final acceptance of the Work.

Additionally, the contractor may include a provision in the Performance Payment Bond guaranteeing the Work against defects in materials and Workmanship, for a period of one (1) year after the date of the final acceptance of the Work.

1.18. Award of Contract

The City reserves the right to accept any bid or portion thereof deemed to be in the best interest of the City as determined solely by the City.

Written notice of award of contract will be given to the Bidder that submits lowest price proposal (Unit Price Bids-The award will be made to the Bidder that submits the lowest price proposal total aggregate amount resulting from applying the unit price(s) submitted in the bid to the quantity(ies) shown in the price proposal form) consisting of base bid plus any combination of alternates, if any, providing that such bid is both responsive and responsible as determined only by the City.

If the Bidder to whom the Contract is awarded forfeits his bid security and the award of the Contract is annulled, the City may then award the Contract to the next lowest and/or best Bidder, or the Work may be re-advertised or may be constructed by City forces without Contract as the City decides.

1.19. Execution of Contract

The Bidder to whom the Contract is awarded shall, within 10 days after issuance of the Notice of Award, execute and deliver to the Purchasing & Contracting Administrator in triplicate (3) the contract, his Performance and Payment Bond, and satisfactory evidence of all required insurance coverage and proof satisfactory to the Purchasing & Contracting Administrator of the authority of the person(s) executing the Contract and the Performance and Payment Bond on behalf of the Bidder. The above documents must be furnished, executed, and delivered before the Owner will execute the Contract. The Contract shall not be binding upon the Owner until the Owner has executed it and a copy of such fully executed Contract is delivered to the Contractor.

1.20. Failure to Execute Contract - Bid Guarantee Forfeited

Should the successful Bidder fail to execute and deliver the contract to the Purchasing & Contracting Administrator within the allotted time, the City at its option may find said bidder non-responsive and deem his bid guarantee as forfeited pursuant to these instructions. Failure of the bidder to execute the Contract may also result in additional sanctions pertaining to the bidding of future Work by the forfeiting bidder.

1.21. Notice and Service

All notices and demands, requests, instructions, approvals, and claims shall be in writing.

Any notice to or demand upon the Contractor shall be considered sufficiently given if delivered to the Contractor, his agent or superintendent. If the Contractor is a corporation, notices may be made to any officer of the corporation. Notice may also be given by registered or certified mail to the address of the Contractor shown on his bid or by delivery of a prepaid telegram to the Contractor's officer. All papers required to be delivered to the Owner shall be sent to the Purchasing & Contracting Administrator's office by registered or certified mail, a prepaid telegram, or by delivery in person. Notice will be deemed to have been given or made at the time of actual delivery.

1.22. Licenses

All contractors must be registered with the State of Florida to conduct business and provide services/commodities required within the scope of this bid.

All contractors must be holders of a current State Licenses/Certification (when applicable) before any contract for this Work will be awarded.

Contractors not holding such valid license/certification will be required to obtain such by qualifying through an examination conducted by the General Examining Board.

1.23. Labor Requirements

a) Civil Rights Act and Equal Employment Opportunity

The Contractor, when applicable, shall strictly conform to the provisions and promulgation the Civil Rights Act of 1964, Title VI (49 CFR Part 21), Equal Employment Opportunity Regulations (41 CFR Part 60), and any requirements or goals set for DBE participation for the project.

b) Wage Rates and Work Hours

The Contractor, when applicable, shall strictly conform to the provisions and promulgation of the Copeland and Davis-Bacon Acts requirements (29 CFR Part 3 and 29 CFR Part 5) and wage determination of the Department of Labor, the Contract Work Hours and Safety Standard Act (29CFR Part 5).

1.24. Other Federal Regulations

The Contractor, when applicable, agrees to comply with all the requirements of the Clean Air Act and Federal Water Pollution Control Act.

1.25. Permits/Inspections

The Contractor is responsible for obtaining and possessing any/all required permit(s).

a) Upon Notice of Award, the Contractor shall immediately apply for all other applicable permits to construct the Work from the appropriate governmental agency or agencies. No Work shall commence until all applicable permits have been obtained and copies delivered to the City/Engineer.

b) The Contractor shall strictly adhere to the specific requirements of the regulatory agencies having jurisdiction over the Work. Conditions of permits or requirements noted in permits shall be effective and included in the Contracted work.

Bidder shall also be responsible to ensure that appropriate City departments are notified when construction is to commence and to ensure that City, FDOT, and engineering inspections are called for as necessary. All provisions of applicable construction codes or City standards, as adopted by the City, shall be complied with.

******<u>NOTE: Any permit(s) incurred by Contractor will be reimbursed dollar for dollar by City of Titusville with Application for Payment Invoice</u>******

BLUE HERON WRF FILTER UPGRADE
Construction Contract # CN26B025/LR

This Contract made and entered into this _____day of _____20_____, between the City of Titusville, Florida, a municipal corporation of the State of Florida, hereinafter referred to as the "City" or "Owner", and "___, hereinafter referred to as the "Contractor".

Whereas, pursuant to all City Purchasing & Contracting policies, statutory requirements, and federal laws applicable, the City has competitively bid and advertised the Work titled "**BID#26B025/LR, BLUE HERON WRF FILTER UPGRADE** "; and,

Whereas, the City desires to engage a licensed, qualified, and experienced Contractor who has special and unique competency in Water Reclamation filter projects; and,

Whereas, the Contractor represents that it is duly licensed, and it has such competence and experience in providing these services; and,

Whereas, the City in reliance on such representations has selected the Contractor in accordance with the requirements of law; and,

Whereas, at the regular City Council meeting of January 29, 2026, the award of this contract was duly considered and approved; and,

Whereas, the City and the Contractor desire to reduce to writing their understanding and agreements on such.

It is, therefore agreed as follows:

1. **TERM**: This Agreement shall commence on the day it is executed by both parties and the term of the Agreement shall extend until completion of the project.
2. **DESCRIPTION OF WORK:** The Contractor shall furnish all supervision, labor, materials, supplies, tools, equipment and transportation necessary to perform and satisfactorily complete contract work shown on the Drawings and Specifications for this project. In addition, all work shall be performed in accordance with the contract documents, including Addenda (if any) and written modifications issued after execution of this agreement and as directed by the Project Manager in accordance with the expressed or obvious intent of the Contract hereinafter called Contract Documents, "**BID#26B025/LR, BLUE HERON WRF FILTER UPGRADE**". Any Federal, State, or Local regulatory requirements shall apply and be followed by the Contractor and any Subcontractor, to include but not limited to FDOT Specifications for Road & Bridge Construction.

3. **CONTRACT DOCUMENTS:** The Contract Documents on which this agreement between the City and Contractor is based, which contains the plans and specifications in accordance with which the work is to be done, are attached, and incorporated as if fully set out herein and include the following:

   A. The standard solicitation book and specifications titled "**26B025LR BLUE HERON WRF FILTER UPGRADE**", which is attached hereto as **Exhibit 1** and includes the following:

1. Notice to Bidders	2. Non-collusion Affidavit Form
3. Instruction to Bidders	4. Release of Lien (Partial/Final) Form
5. Price proposal Form	6. Bidder Qualification Questionnaire
7. Bid Bond Form	8. General Conditions
9. Affidavit	10. Special Provisions
11. Draft Contract	12. Technical Specifications
13. Certificate-Contract Execution	14. Foreign Disclosure Form
15. Performance & Payment Bond	16. Performance of Work By Sub-Contractors
17. Trench Safety Act	18. Copy of Business Tax Receipt & State of Florida Registration
19. Drug-Free Workplace Form	20. Public Entity Crime Form
21. Certificate Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion	22. E-Verify
23. 23.Scrutinized Companies	24. 24. Public Entity Crime Affidavit

   B. Plans and specifications as provided by Mead & Hunt, Inc..

   C. Contractor's bid submittal ___, attached hereto as Exhibit 2 with all related documents, addenda if any, and other documents listed in the Contract Documents, and written modifications issued after execution of this Contract, if any.

   D. This Construction Contract.

      i. INTENT: The Scope of Work, "Work", is an integrated part of the Contract Documents and as such do not stand alone if used independently. These documents establish minimum standards of quality for the Contract. The intent of the Contract Documents is to set forth requirements of performance. It is also intended to include all supervision, labor, materials, equipment, tools, and transportation necessary for the proper execution of the Work, to require complete performance of the Work despite omission of specific reference to any minor component part and to include all items necessary for the proper

execution and completion of the Work by the Contractor. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

ii. ENTIRE AND SOLE AGREEMENT: Except as specifically stated herein, the Contract Documents constitute the entire agreement between the parties and supersede all other agreements, not specifically set forth in the Contract Documents. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in the Contract Documents.

iii. AMENDMENTS: The parties may modify this Contract at any time by written agreement. Neither the Contract Documents nor any term thereof may be changed, waived, discharged, or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination is sought.

4. COMPENSATION AND PAYMENTS: For satisfactory performance of the Work, the City will pay the Contractor the total sum of **$____** Payment shall be made for all Work completed by the Contractor during each calendar month which has been accepted by the City and properly documented. Payments shall not be made for Work deemed incomplete or deficient by the City Project Manager. At the end of each month the Contractor shall submit an invoice with supporting documentation of all Work completed for that month, to the Project Manager for approval and payment.

The City shall make partial payments to the Contractor on the basis of a duly certified and approved Pay Application, also referred to as invoice, for the Work performed during the preceding calendar month by the Contractor, **less five percent (5%)** of the amount of such pay application request which is to be retained by the City until all Work has been performed strictly in accordance with the Contract and until such Work has fully been accepted by the City.

When Contract Time is approaching Substantial Completion, a pre-final inspection shall be conducted. Within 30 calendar days after reaching substantial completion, the City shall generate a single list (Punchlist) of items required to render complete, satisfactory, and acceptable the construction services purchased by the City. The Contractor will enter the estimated cost to

complete each item on the list and return to the City within ten (10) calendar days. The City reserves the right to modify costs, as deemed reasonable, and finalize the Punchlist within five (5) calendar days.

Within twenty (20) business days after developing the Punchlist, and after receipt of a proper invoice or payment request, the City will pay the Contractor the remaining balance of the Contract, including all remaining retainage withheld by the City pursuant to Section 255.078, Florida Statutes, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the list.

Upon the City's acceptance of the Work covered by this Contract and the receipt and acknowledgment by the City of a proper maintenance bond and as built plans, and submission by the Contractor, of evidence satisfactory to the City that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, and also, after all guarantees that may be required are provided, final payment (for retainage duly invoiced) on account of this Contract shall be made within twenty-five (25) days after receipt of a proper pay application request by the City's Project Manager, pursuant to the Prompt Payment Act (Section 218.735 of the Florida Statutes) and all general conditions hereof.

A. **CLAIMS** – Claims arising from changes or revisions made by the Contractor at the City's request shall be presented to the City before Work starts on the changes or revisions. If the Contractor deems that extra compensation is due for Work not covered herein, or in any Supplemental Agreement, the Contractor shall notify the City in writing of its intention to make claim for extra compensation before Work begins on which the claim is based. If such notification is not given and the City is not afforded by the Contractor a method acceptable to the City for keeping strict account of actual cost, then the Contractor hereby waives its request for such extra compensation. The City is not obligated to pay the Contractor if the City is not notified as described above. The Contractor may refuse to perform the additional Work requested by the City until the parties execute an appropriate Contract change order. Such notice by the Contractor and the fact that the City has kept account of the costs as aforesaid shall not in any way be construed as providing the validity of the claim.

B. **RELEASES** – When it is determined, as a result of a joint inspection of the Work by the Contractor and City, that the Work has been completed in accordance with the terms of the Contract Documents, the completion of the Work shall be certified by the

City. At that time, the Contractor may submit the Contractor's final request for payment. Prior to final payment, the Contractor shall execute and deliver to the City a Contractor's Affidavit and Release of Claim for all claims against the City arising under or by virtue of the Contract. Also, from each supplier or subcontractor who has notified the City of their right to file a claim (Notice to City) or who is listed in the Contractor's Affidavit and Release of Claim as an unpaid potential claimant, a Claimant's Sworn Statement of Account, executed by the supplier or subcontractor, must be attached to each request for payment.

The Purchasing & Contracting Administrator shall be the final authority as to the appropriateness of any payment submittal. The Purchasing & Contracting Administrator's decisions on payment matters shall be made in accordance with the word of the contract, City Policy Administrative policy 1-3 Procurement and Contracting, and legal requirements.

C. Appeals – Appeals of the Purchasing & Contracting Administrator's decisions shall be posted as follows:

City Manager
City of Titusville
P.O. Box 2806
Titusville, FL 32781-2806

The Contractor agrees to an administrative hearing within the scope of the contract.

5. **CHANGE ORDERS:** The City reserves the right to make such changes in the Plans and/or Specifications within the general scope of the Contract at any time by written Change Order in accordance with the General Conditions of the solicitation book.

The City Manager or designee is authorized to approve Change Order(s) provided that the amount(s) of such Change Order(s) do not increase the authorized contract amount. Furthermore, for any Change Order(s) that will increase the authorized contract amount, the City Manager is authorized to approve, whichever is greater, up to $25,000.00 or ten percent (10%) of the latest contract amount, not to exceed $50,000.00, provided that sufficient budgeted funds are available for this project.

6. **PROJECT SCHEDULE/TIME OF COMPLETION:** The Contractor shall commence Work to be performed under this Contract upon receipt of written Notice to Proceed from the City's Project Manager. The Contractor shall begin the Work and shall fully complete the Work in accordance with the Contract documents within 360 consecutive calendar days after the commencement date stipulated in said written notice and as set forth in the contract award.

The Contractor shall perform all Work under this Contract in a timely manner consistent with the assignment schedules as mutually agreed upon by the City and the Contractor. No extension of time shall be valid unless given in writing by the City. No monetary compensation shall be given for such delay.

A delay beyond the Contractor's control may entitle the Contractor to an extension of time in which to complete the Work as determined by the City provided, however, the Contractor shall immediately give written notice to the City of the cause of such delay. Contract time shall not be extended for "Rain Day" delays. The City will continually monitor the effects of weather and, when found justified, the City will require the Contractor to submit a request for additional time due to the effects of weather. The City will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions related adverse soil conditions that prevent the Contract from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal workday on pre-determined controlling work items; or
2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect: and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items. No additional compensation will be made for delays caused by the effects of inclement weather.

"Rain day" requests must be submitted at the end of each work week or be waived, and the cumulative "rain day" extensions granted shall be processed as a Change Order with each pay submittal.

The City shall have the authority to suspend the Work wholly or in part, for such periods as may be deemed necessary and for whatever cause, by sending written notice of suspension to the Contractor. If the Contractor or the City shall become aware of any condition that may be cause for suspension of the Work, they shall immediately advise the concerned parties of such condition. The Contractor shall not suspend operations under the provisions of this paragraph without the City's written permission. In the event the City suspends the Work, the Contractor shall be granted an extension of time to complete the Work for as many calendar days as the Work was suspended; except that the Contractor will not be granted an extension of time to complete the Work if the suspension was caused by a fault of the Contractor.

7. **LIQUIDATED DAMAGES:** It is mutually agreed that time is of the essence in this Contract and should the Contractor fail to complete the Work within the specified time within the Notice to Proceed, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the City will retain the amount of $___ per consecutive calendar day as fixed, agreed, and liquidated damages for each calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the City will have sustained by failure of the Contractor to complete the Work within the specified time, it being further agreed that the said sum is not a penalty, but is the stipulated amount of damages sustained by the City in the event of such default by the Contractor.

   For the purpose of this Section, the day of final acceptance of the Work shall be considered a day of delay, and the scheduled day of completion of the Work shall be considered a day scheduled for production.

   The Contractor shall consider all contingent Work which has to be done by other parties, arising from any cause whatsoever, and shall not plead their want of knowledge of said contingent Work as an excuse for delay in their Work, or for the non-performance.

   Permitting the Contractor to continue and finish the Work or any part of it after the expiration of the number of calendar days allowed for completion or after any extension of time, shall in no way operate as a waiver on the part of the City of its rights under this Contract. In case of default of the Contract and the completion of the Work by the City as hereinafter provided, the Contractor and their Surety shall be liable for the liquidated damages under the Contract; but no liquidated damages shall be assessed for any delay in the final completion of the Work by the City due to any unreasonable action, negligence, omission, or delay of the City.

   If any suit for the collection of, or involving the assessment of liquidated damages, the reasonableness of the amounts stipulated in the foregoing calculations shall be presumed. The liquidated damages referred to herein are intended to be and are accumulative and shall be in addition to every other remedy now or hereafter enforceable by law, in equity, by Statute, or under the Contract.

8. **CONTRACTOR'S ACCEPTANCE OF CONDITIONS:** The Contractor hereby agrees that they have carefully examined the surface of the site and has made sufficient tests or other necessary subsurface investigations to fully satisfy themself that such site is a correct and suitable one for this Work and they assume full responsibility therefore. The provisions of this Contract

shall control any inconsistent provision contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the Work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the City than against the Contractor and their Surety.

Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the City's Engineer, and their decision shall be final and binding the Contractor.

It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the Work or material by the City, its consulting Engineer/Architect or by any agent or representative as in compliance with the terms of the Contract and/or the Drawings, and Specifications covering said Work, shall not operate as a waiver by the City of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said Work; and the City may require the Contractor and/or their Surety to repair, replace, restore and/or make to comply strictly with this Contract and the Drawings and Specifications any and all of said Work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such Work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guaranteed provisions. Failure on the part of the Contractor and/or their Surety, immediately after notice to either, to repair or replace any such defective materials and Workmanship shall entitle the City, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the Contractor and/or their surety, who shall in any event be jointly and severally liable to the City for all damage, loss and expense caused to the City by reason of the Contractor's breach of this Contractor and/or their failure to comply strictly with the Contract and with the Drawings and Specifications.

9. **PROJECT MANAGER:** The City shall designate a Project Manager. All Work done shall be subject to the review of the City's Project Manager or designee. Any and all technical questions, which may arise as to the quality and acceptability of materials furnished, work performed or work to be performed, interpretation of the specified requirements and all technical questions as to acceptable fulfillment of the Contract on the part of the Contractor shall be referred to the

Project Manager who will resolve such questions.

The Work shall be subject at all times to review by the City. The City shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed review. The City shall not be responsible for the acts or omissions of the Contractor. Any changes to the scope of work or any deviations from the contract documents must be approved in writing through the Project Manager and Purchasing & Contracting Administrator.

10. CONTRACTOR'S DUTY & PERFORMANCE: Contractor's services will meet the minimum level of care and skill ordinarily used by members of Contractor's occupation/profession performing the type of services provided herein within the State of Florida.

Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over assembly means, methods, techniques, sequences, and procedures, and coordinating all portions of the Work under this Contract, unless the Contract Documents give other specific instructions concerning these matters.

Failure to fully perform to the requirements specified herein in an effective and timely fashion will be unacceptable to the City and upon notice from the Project Manager or designee, the Contractor agrees to implement immediate corrective measures.

Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work.

Unless otherwise provided in the Contract Documents, Contractor shall pay all sales, use, and other similar taxes.

Contractor shall hold and maintain at all times during the term of this Contract all federal, state, and local licenses necessary to perform the Work under the Contract.

Cleanup - The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or Work. At the completion of the Work, the Contractor shall remove all their rubbish, tools, scaffolding and surplus materials and shall leave the work area "broom clean" or its equivalent, unless more exactly specified, and shall insure that all debris and other unsightly objects are removed and disposed of in a satisfactory manner. At no additional expense to the City, the Contractor will restore to their original conditions or

better, as nearly as practicable, those portions of the site not designated for alteration and all such property, structure, utilities, landscaping, etc., disturbed or damaged during the prosecution of the Work. Final payment will be withheld until such clean up and repairs are completed.

The Work will be considered complete only after all debris and unused material due to or connected with the Work have been removed and the surrounding area left in a condition satisfactory to the City. In the event the City finds that the Contractor has not complied in keeping the job site clean, the City may, after twenty-four (24) hours written notice to the Contractor to correct the situation, elect to have the job site cleaned by an independent labor force. The cost of cleaning by said independent labor force shall be deducted from the monies due the Contractor.

11. CONTRACTOR'S RESPONSIBILITY FOR WORK: Until acceptance of Work by the City, the Work shall be under the charge and care of the Contractor, and Contractor shall take every necessary precaution against damage to the Work by action of the elements or from any other cause whatsoever, whether arising from execution or from the non-execution of the Work. The Contractor shall reprint, repair, restore, and make good, without additional compensation, all damage to any portion of the Work occasioned by any cause, other than the sole and active negligence of the City, before its completion and acceptance.

Materials and equipment shall be stored so as to incur the preservation of their quality and fitness for the Work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located so as to facilitate prompt inspection.

12. UNCONTROLLABLE CIRCUMSTANCES ("FORCE MAJEURE"):

Contractor shall not be subject to any liability for failure to carry out any of the terms of this Contract to the extent that such failure shall be due to a Force Majeure event, as defined herein. Contractor shall not be relieved from liability for failures that are due to a Force Majeure event that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact of such event. Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the Contractor claiming Force Majeure: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the state of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage, or any other cause

(whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the Contractor claiming Force Majeure. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

13. **SUBCONTRACTS AND ASSIGNABILITY:** The Contractor shall not assign any interest in the Contract and shall not transfer any interest in the same without the prior written consent of the City. Any subcontracts or other work which is performed by persons or firms other than the Contractor under this Contract or any work orders shall have prior written approval of the City. Any subcontracts, outside associates, or other Contractors required by the Contractor in connection with services covered by this Contract must be specifically approved by the City, thereby:

    A. Approval will be given only after the Surety on the Contract Bond has informed the City in writing that it approves of such assignment being made.

    B. In the event the Contractor shall undertake to assign all or any part of any monies due or to become due under the Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any of such monies shall be subject to the prior liens of all persons for services rendered or materials supplied for the performance of all Work embraced by the Contract.

14. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees of the City. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor may perform services for others, which solely utilize Contractor's facilities and do not violate any confidentiality requirements of this Contract. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties with respect to Contractor, its officers, agents, and employees, shall include, but limited to:

    a. Providing Worker's Compensation coverage for employees as required by law; and

    b. Hiring of any employees, assistants, or subcontractors necessary for performance of the Work; and

c. Providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; and

d. Payment of all federal, state, and local taxes income, or employment taxes, if Contractor is not a corporation, self-employment, Social Security taxes; and

e. Compliance with the Fair Labor Standards Act, 29U.S.C. §§201. Et. Seq., including payment of overtime in accordance with the requirements od said Act; and

f. Providing employee training for all functions necessary for performance of the Work; and

g. Providing equipment and materials necessary to the performance of the Work; and

h. Providing office or other facilities for the performance of the Work.

In the event the City provides training, equipment, materials, or facilities or otherwise facilitates performance of the Work, this shall not affect any of the Contractor's duties hereunder or alter Contractor's status as an independent contractor.

15. <u>PROTECTION OF PERSON AND PROPERTY:</u> The Contractor shall exercise precaution at all times for the protection of persons and property. The Contractor and all subcontractors shall strictly comply with all safety provisions of all applicable laws and ordinances and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida. Failure to comply with the Act constitutes a failure to perform on behalf of the Contractor. This Contract requires that the Contractor and any subcontractors hired by the Contractor agree to reimburse the City for any fines and/or court cost arising from penalties charged to the City for violations of OSHA committed by the Contractor or any subcontractor.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or lost to, all employees on the Work and all other persons who may be affected thereby; all the Work materials and equipment to be incorporated therein, whether in storage on or off the project site or adjacent thereto, including vehicles and equipment therein, trees, shrubs, lawn, walks, pavements, structures, and utilities including, but not limited to, fire hydrants, swales, gutters, sewer inlets, drainage ditches, etc. Contractor shall insure that its contract Work does not impair the proper functioning of these utilities.

The Contractor shall perform any Work and shall furnish and install materials and equipment necessary during an emergency endangering life or property. In all cases, the

Contractor shall notify the City Project Manager of the emergency as soon as practicable but shall not wait for instruction before proceeding to properly protect both life and property.

The City has the right to order the Contractor to discontinue hazardous work practices upon verbal or written notice. It is required that the Contractor keep and maintain all necessary protective devices in place and in proper condition at all times where Work is being performed, to prevent injury to person or damage to public or private property.

The Contractor shall be held responsible for such safety and protection until final written acceptance of the Work is issued by the City.

16. INDEMNIFICATION & INSURANCE:

A. **INDEMNIFICATION** - The Contractor shall indemnify, save harmless and defend the City and all of its officers, agents, and employees from all claims, actions or suits, including reasonable attorney's fees, because of any injury or damage sustained by any person or property because of the said Contractor's operations relating to this contract; or because of or in consequence of any neglect causing bodily injury, illness, or death, or property damage; or through the use of unacceptable materials in constructing the Work; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission by said Contractor or that of a subcontractor, or anyone employed by them, or for whose acts Contractor or a subcontractor may be liable; or because of any claims or amounts recovered from any infringement or patent, trademark or copyright; or from any claims or amounts arising or recovered under Workers Compensation Law or any other laws.

Should the Contractor fail to maintain adequate protection for the City a portion of the money due the Contractor under the Contract, as may be considered necessary by the Purchasing & Contracting Administrator, may be retained for use by the City to address all such claims. In case no money is due, the Contractor's Surety shall be held until such suit(s), action(s), or claim(s) for damage(s) or injury(ies) as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Purchasing & Contracting Administrator. The exception being that money due the Contractor will not be withheld under this provision when the Contractor produces satisfactory evidence that he has, in the opinion of the City, adequate insurance coverage.

The Contractor guarantees the payments of all just claims for materials, supplies, tools, labor, and other just claims against him or any subcontractor in connection with this Contract. The Contractor's bond will not be released by final acceptance and payment by the City unless

all such claims are paid or released. Final waivers of liens for all subcontractors shall be provided to the Purchasing & Contracting Administrator in a timely manner after request for a final inspection.

B. **INSURANCE** - The Contractor shall not commence Work under this Contract until he has obtained and provided insurance specified in the Contract Documents and in such amounts that will provide adequate protection to the City and the Contractor against all Liabilities, damages, and accidents, nor shall Contractor commence Work until such insurance has been approved by the City. The Contractor shall not allow any Subcontractor to commence on their subcontract until all insurance required of the subcontract has been obtained and approved in the same manner. Neither the approval by the City nor a failure to disapprove insurance furnished by the Contractor or Subcontractor release the Contractor or Subcontractor of full responsibility for liability, damages, or accidents.

The Contractor and each Subcontractor shall maintain such required insurance during the life of the Contract, and no modification or change of insurance coverage and/or provision shall be made without thirty (30) days advance notice to the City. Coverage shall be as follows:

1) Commercial General Liability Insurance coverage on an occurrence basis in the minimum amount of $1,000,000 per occurrence and $2,000,000 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury and advertising liability and medical payments. The City shall be named as an Additional Insured.
2) Auto Liability Insurance, covering all vehicles, owned or otherwise, used in connection with this contract, with a minimum combined single limit of $1,000,000, including hired and non-owned liability and $25,000 medical payment.
3) Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor(s) to provide evidence of this coverage. Workers' Compensation exemption forms are only accepted for independent contractors and sole proprietorships that perform the work or services required of the City themselves, they shall not have employees or sub-contract the work to other entities or individuals. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in

compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable. All workers' compensation policies must include coverage for employer liability of $500,000 for each accident and each disease.

4) In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy (Errors and omissions, Directors and Officers, Architect and Engineers, Etc.) in the amount of $2,000,000 per claim.

5) In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

6) In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the City Purchasing and Contracting Division demonstrating that the aforementioned insurance requirements have been met prior to the commencement of Work under this contract. The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the City as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

17. BONDS:

A. **PERFORMANCE AND PAYMENT BONDS** – Pursuant to stipulations hereto, a performance and payment bond, on the prescribed form and equal to 100% of the contract amount will be required for this Contract prior to any commencement of Work.

B. **MAINTENANCE BOND** – A maintenance bond, equal to fifteen percent (15%) of the final contract amount will be required pursuant to the Contract Documents.

C. **ADDITIONAL BONDS** – It is further agreed between the parties hereto, that if at any time after the execution of this Contract and the Performance Bond hereto attached for its faithful performance, the City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, within five (5) days after receipt of notice from the City to do so, the Contractor shall, at their own expense, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the City.

18. **GENERAL PERSONNEL:** The Contractor represents that it will secure at its own expense all personnel and subcontractors required for services, which are necessary to complete the Work as described in this Contract. All services under this Contract shall be performed by the Contractor or subcontractor and all persons engaged in work under the Contract shall be qualified to perform such services and authorized under federal, state, and local laws to perform such services. Personnel who perform services under this Contract shall not be employees of the City.

All workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any worker including supervisors, employed by the Contractor or subcontractor who, in the opinion of the City does not perform Work under this Contract in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the City, be discharged immediately and shall not be employed again in any portion or the Work without the approval of the City.

The Contractor shall at all times be responsible for the conduct and discipline of their employees and/or any subcontractor or persons employed by subcontractors. The Contractor shall provide a current listing of names and license numbers of all personnel executing Work related to this contract. This listing shall be updated by the Contractor within three days of a personnel change.

19. **EQUAL OPPORTUNITY EMPLOYER:** The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to voluntarily comply with EOE regulations with regards to gender, age, race, veteran status, country of origin, and creed. Any subcontracts the Contractor

may enter into shall make reference to this clause with the same degree of application being encountered. When applicable the Contractor shall comply with all State or Federal EOE regulations.

20. DRUG-FREE WORKPLACE: The City of Titusville encourages all contractors to maintain a drug-free workplace program in accordance with Section 287.087 of the Florida Statutes.

21. PUBLIC ENTITY CRIME:

The Contractor shall file a sworn statement with the City, which is provided under Contract Forms, stating whether a person or affiliate as defined in Section 287.133(1), Florida Statutes, has been convicted of a public entity crime subsequent to October 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

22. E-VERIFY: As a condition precedent to entering into a Contract as a result of this bid/proposal, and in compliance with Section 448.095, Florida Statutes, Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 2, 2021.

1) The City shall not enter into, or renew, a contract with a Contractor that is not enrolled in E-Verify. Any Contractor that has a contract with the City shall be contractually obligated to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The Contractor shall provide the City acceptable evidence of their enrollment at time of execution of the contract or renewal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the Business.
2) Contractor shall require of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.
3) The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statute or the provision of this section shall terminate the contract with the person or entity.
4) The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

5) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Florida Statute. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public Contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

6) Subcontracts: Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

23. PROHIBITED TELECOMMUNICATIONS EQUIPMENT: Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR § 52.204-24 through 52.204-26. By executing this Contract, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Contract. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

24. SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes, prohibit state agencies departments, and local government entities from contracting with Scrutinized Companies. Contractor and Subcontractor(s) shall complete the Affidavit form provided in the bid/proposal booklet and hereby incorporated as part of the Contract Documents. Contractor and Subcontractor shall affirm not to be on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to s. 215.473, Florida Statutes, nor have business operations in Cuba or Syria and are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725,

Florida Statutes or participating in a boycott of Israel. The Contractor or Subcontractor further acknowledges and agrees that the City may immediately terminate this Contract and any subsequent renewal Contract for cause if the Contractor or Subcontractor is found to have submitted a false certification or if the Contractor or Subcontractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the Term of the Contract. Further, the Contractor or Subcontractor acknowledges and agrees that a false certification or representation hereunder is a material breach of this Contract, and the Contract shall be terminated by the City if the Contractor or Subcontractor and any actively contracted company for the Contractor or Subcontractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

25. ANTI-DISCRIMINATION: Contractor for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-leases, as a part of the consideration hereof—hereby covenants and agrees that:

A. No person on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

B. No Employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Contract.

26. DISCRIMINATORY VENDOR LIST: Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a),Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services

to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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."

27. GRATUITIES AND KICKBACKS:

A. **GRATUITIES**

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore.

B. **KICKBACKS**

It must be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

C. **CONTRACT CLAUSE**

The prohibition against gratuities and kickbacks prescribed in this section must be conspicuously set forth in every Contract and subcontract and solicitation, therefore.

28. FOREIGN GIFTS AND CONTRACTS: The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 268.101(7)(b), Florida Statutes: "In addition to any fine assessed under Florida Statutes 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must 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.

29. ANTITRUST VIOLATIONS; DENIAL OR REVOCATION: Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust

violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

30. <u>ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM:</u>

Pursuant to Florida Statute 287.05701, local governments cannot give preference to a contractor based on social, political or ideological interests such as those listed directly below. Contractors are also prohibited from giving preference to subcontractors based on the below listed factors. Violations will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

List of Prohibited Preference Factors:

A. The Contractor's political opinions, speech, or affiliations.
B. The Contractor's religious beliefs, religious exercise, or religious affiliations.
C. The Contractor's lawful ownership of a firearm.
D. The Contractor's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
E. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
F. The Contractor's support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking.
G. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph.

H. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law:

1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures;
2. Social governance standards, benchmarks, or
3. requirements, including, but not limited to, environmental or social justice;
4. Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or
5. Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

31. NON-APPROPRIATIONS: This Contract will remain in full force and effect only as long as the expenditures provided for the Contract have been appropriated by the City Council in the annual budget for each fiscal year of the Contract, and is subject to termination without penalty if funding is not appropriated.

32. SEVERABILITY: If any clause or provision of this contract is found illegal, invalid, or unenforceable under present or future laws effective during the Term of this Contract, then and only in that event, it shall be the intention of the parties that the remainder of this Contract, and the Term covered thereby, shall not be affected. All rights, powers, and privileges conferred by this Contract upon the Parties shall be cumulative but not restricted to those given by law.

33. TERMINATION:

A. **TERMINATION FOR CAUSE:** The Contract may be terminated by the City for cause in the event of any breach hereof, including but not limited to, Contractor's:

1. Failing to carry forward and complete Work in accordance with the requirements hereof; or
2. Failing to comply with applicable laws, regulations, permits, or ordinances'; or
3. Failing to timely commence or continuously and vigorously pursue correction of defective Work; or
4. Making a general assignment for the benefit of its creditors; or

5. Having receiver appointed because of insolvency; or
6. Filing bankruptcy or having a petition for involuntary bankruptcy filed against it; or
7. Failing to make prompt payments, when properly due, to subcontractors, vendors, or others for materials or labor used in the Work; or
8. Making material misrepresentation to the City regarding Work or performance thereof.

The City shall provide Contractor with written notice of its intention to terminate this Contract for cause, which shall provide the effective date of the termination. Such notice shall state the nature of the deficiency and, at the City's sole judgment and discretion, may afford Contractor an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure said deficiency. If the deficiency has not been corrected within the time allotted, the City may take possession of the Work and finish the Work by whatever method(s) the City deems expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is completed and accepted by the City. If the unpaid balance of the total compensation exceeds the expense of completing Work, including compensation for additional managerial and administrative services, the excess will be paid to Contractor. If the expense exceeds the unpaid balance, Contractor shall pay the difference to the City. The expense incurred by the City and the damage incurred through Contractor's default will be certified by the City.

B. **TERMINATION FOR CONVENIENCE:** Notwithstanding any other provision of this Contract, the City may terminate this Contract, or any Work issued under it, in whole or in part, at any time, with or without cause, upon ten (10) days written notice to the Contractor.

Upon receiving notice of termination, the Contractor shall discontinue the Work on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services, or facilities except as needed to continue any portion of the Work that was not terminated. The Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

In the event of such termination, the Contractor shall be compensated for any Work performed prior to the date of the termination and for materials that were ordered prior to the receipt of notice of termination that cannot be returned to the vendor. Any such materials shall become the property of the City. Contractor waives all claims for compensation in excess of that which is specially provided for herein, including but not

limited to, loss of anticipated profits; idle equipment, labor, facilities; and claims of subcontractors and vendors.

C. **BANKRUPTCY:** If the Contractor shall be adjudged bankrupt; or if it should make a general assignment for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of their property; or if it should persistently or repeatedly refuse or fail to make prompt payment to a person(s) supplying labor or materials for the Work under the Contract; or persistently disregard instructions of the Purchasing & Contracting Administrator; or fail to observe or perform any provisions of the Contract Documents; or otherwise be guilty of a substantial violation of any provisions of the Contract Documents, the City may – by at least ten (10) days prior written notice to the Contractor – without prejudice to any other rights or remedies of the City under the Contract, terminate the Contractor's right to proceed with the Work. In such event, the City may take over the Work and proceed with same to completion – by Contract or otherwise – and the Contractor and its Sureties shall be liable to the City for any excess cost incurred by the City. In such case, the City may take possession of and utilize in completing the Work, such necessary materials, appliances, and plant as may be on the site of the Project. The foregoing provisions are in addition to, and not in limitation of, the right of the City under any other provisions of the Contract Documents.

34. COMPLIANCE WITH LAW: The Contractor expressly agrees to comply with all known laws and regulations relating to providing services under this Contract. The failure of the Contractor to adhere to any known law or regulation pertaining to furnishing services under this Contract shall constitute a material breach of this Contract.

35. CERTIFICATION OF RESTRICTION ON LOBBYING: The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any Federal agency,

a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any Florida Department of Transportation (FDOT) Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with the instructions.

36. **GOVERNING LAW:** The laws of the State of Florida shall govern this Contract.

37. **VENUE:** In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings shall be in Brevard County, Florida.

38. **WAIVER OF TRIAL BY JURY:** The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

39. **ATTORNEY'S FEES:** In the event of any legal or administrative proceedings arising from or related to this Contract, including appeals, each party shall bear its own costs and attorney's fees.

40. **CONFLICT OF INTEREST:** No officer, member or employee of the City or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in this contract or any related subcontract, or the proceeds thereof. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

41. **CONFLICTING PROVISIONS:** Notwithstanding any other provision in this Contract Document, whenever any provisions in the Contract Documents are inconsistent or conflict, the stricter provision shall prevail.

42. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company corporation individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, or making of this Contract. For the breach or violation of this paragraph, the City shall have the right to terminate the Contract without liability and, at its discretion, deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

43. **CONSTRUING PROVISIONS:** This Contract shall not be construed against the party who drafted the same, as both parties have obtained experts for their choosing to review the legal and business adequacy of the same. In any conflict between the Technical Specifications, and the General terms of this Contract, the provisions of the latter shall prevail.

44. **SEPARATE COUNTERPARTS & EXECUTION:** This Contract and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same contract. Execution and delivery of this Contract and any amendments by the Parties shall be legally valid and effective through; (i) executing and delivering the paper copy of the documents, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in "portable document format" (",pdf") or other electronically scanned format, or (iii) creating, generating, sending, receiving, or storing by electronic means this Contract and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Contract (i.e. "electronic signature" through a process such as DocuSign®). In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of the Contract is sought.

45. **RETENTION AND REVIEW OF RECORDS:** The Contractor and its subcontractors or suppliers shall retain all records relating to this Contract for a period of five (5) years, or as further directed by local, state, or federal regulations, from the date that the City makes final payment, and all other pending matters are closed.

    The Contractor and its subcontractors or suppliers shall make available all books, documents, papers, and records of the Contractor or its subcontractor or suppliers, which are directly pertinent to this Contract, to the City's Purchasing and Contracting Administrator or their duly authorized representative, or the U.S. Comptroller General or Inspector General, or the Auditor General, or FDEP duly authorized representative for the purpose of making an audit, inspection, review, copying, excerpts and transcriptions. The Contractor and its subcontractors will permit such representatives to interview employees on the job during working hours.

46. **AUDIT RIGHTS:** The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the Contract and for a period of five (5) years after completion and acceptance

by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must all the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the Contract.

47. **PUBLIC RECORDS:** Records of the Contractor that are made or received in the course or performance of the Contractor's obligations under this Contract may be public records that are subject to the requirements of Chapter 119, Florida Statutes and accordingly Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Florida Statute. In the event the Contractor receives a request for any such records, the Contractor shall notify the City and comply with Chapter 119, Florida Statute. The Contractor shall not prepare any news or press release in any way related to this Contract, without the City's written consent. Contractor hereby agrees to comply with the following:

    a. As provided in Section 119.0701, Florida Statutes, the Contractor is required to, and by executing this Contract, the Contractor agrees to:

        i. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.

        ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes or as otherwise provided by law.

        iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized the law for the duration of the contract term and following the completion of the Contract if the Contractor does not transfer the records to the City.

        iv. Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records as required by the City to perform the service. If the Contractor transfers all public records upon completion of the Contract, 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, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

b. The term "public record" as used in this provision include all documents, papers, letters, maps, books, tapes, photographs, films, sound records, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

IF CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. WASHINGTON AVE., TITUSVILLE, FL 32796.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Contract upon the terms and conditions above stated.

CONTRACTOR:

By: _____

Date:_____

OWNER:
City of Titusville
555 S. Washington Avenue
Titusville, FL 32796

By: _____
Andrew Connors, Mayor

Date: _____

ATTEST:

_____
Wanda F. Wells, City Clerk
Date: _____

APPROVED AS TO FORM:

_____
Andriene Treasure, City Attorney

Date: _____

APPROVED AS TO CONTENT:

_____
Tom Abbate, City Manager

Date: _____

Staff Review & Preparation:

_____Date: _____
Leslie A. Rothering, Purchasing & Contracting Administrator

_____Date: _____
Sandy Reller, Public Works Department Director

SECTION 3

BASIC CLAUSES

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SECTION	3.1	Intent of Documents/Plans & Specifications
	3.2	Changes in Work
	3.3	Reserved (not used)
	3.4	Delays
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	3.6	Reserved (not used)
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	3.12	Inspection and Testing of Materials
	3.13	Engineer's Stamp

3.1. Intent of Documents/Plans & Specifications:

The Documents, Plans & Specifications are an integrated part of the Contract Documents and as such will not stand alone if used independently, but instead establish minimum standards of quality for this Project. They do not purport to cover all details entering into the design and construction of materials or equipment. The intent of the Contract Documents is to set forth requirements of performance, type of equipment and structures, and standards of materials and construction. It is also intended to include all labor and materials, equipment, and transportation necessary for the proper execution of the Work, to require new material and equipment unless otherwise indicated, and to require complete performance of the Work in spite of omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

The Contractor will be supplied with three (3) copies of the Plans, Specifications, and other Contract Documents. He shall have available at the site at all times one copy each of said Plans, Specifications, and other Contract Documents. Additional copies can be obtained by the Contractor from the office of the Purchasing & Contracting Administrator for the cost of reproduction.

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, or discrepancy in the Contract Documents, he shall call it to the Purchasing & Contracting Administrator's attention in writing at once and before proceeding with the Work affected thereby, however, he will not be liable to the Owner for his failure to discover any conflict, error, or discrepancy in the specifications or drawings.

The Contract Documents cover, with explicit provisions, all matters relating to the Work which, the Contractor undertakes to construct or perform in full compliance with such provisions. It is understood that the Contractor has, by personal examination and inquiry, if necessary, satisfied himself as to all local conditions and as to the meaning, requirements and reservations of the Contract Documents, for, after the award, no deviation will be allowed from the Purchasing & Contracting Administrator's interpretation thereof.

3.2. Changes in Work:

a) The Owner reserves the right to make such changes in the Plans and/or Specifications within the general scope of the Contract at any time by a written Change Order that may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. In making any change, the charge or credit for the change shall be approximately determined by one of the following methods prior to the issuance of the order for the changed Work.

1) The change order shall set a total lump sum price for the change in the Work of the Contractor, including the Contractor's overhead and profit; also, the change order shall specify whether the amount is to be added to or deducted from the original contract price.

2) When the price for the Work is determined on the basis of the number of units used, estimate the number of units which are changed, multiply the estimated number of unit(s) by the price (the price shall include the Contractor's overhead and profit) and this new total shall be specified on the change order as to whether it is to be added or deducted from the original contract price.

b) The Contractor shall not proceed with the changes in the Work until a written Notice to Proceed with the change is received from the Purchasing & Contracting Administrator. The Contractor shall keep a tally of the correct amount of the costs of the changes together with all vouchers, invoices, etc., as directed by the Owner. These records shall be made available to the Owner at all times upon request.

c) Approved changes to the scope of Work may include an allowance for overhead and profit. The cost may also include all items of labor or materials such as the use of power tools, and equipment actually used. Public Liability and Workers Compensation Insurance, power, pro-rata charges for foremen, social security, old age, and unemployment insurance shall also be included. If any deductions are ordered, the credits shall be the net cost. Insurance not previously mentioned, (such as costs for bonds), superintendents, timekeepers, clerks, watchmen, use of small tools, incidental job burdens, and general office expenses are among the items that may be considered as overhead.

1) The Contractor shall, when required by the Owner, furnish to the Owner an itemized breakdown of the quantities and prices used in computing the value of any proposed change order.

2) In calculating changes, the instructions for measurement of quantities set forth in the Specifications shall be followed.

d) Should the Contractor encounter, or the Owner discover, during the progress of the Work subsurface or latent conditions at the site materially differing from those shown on the drawings or indicated in the Specifications (or conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the drawings and specifications), the attention of the Owner shall be called immediately to such conditions before they are disturbed (notice to be provided to the Owner in writing.) The Owner shall thereupon promptly investigate the conditions, and if he finds they do so materially differ, the Contract shall, with the written approval of the Owner, be modified to provide for any increase or decrease of cost, or difference in time resulting from such conditions.

3.3. Reserved (not used)

3.4. Delays:

Those delays that in the determination of the Purchasing & Contracting Administrator are outside the direct control of the Contractor are compensable in nature provided ample written justification is posted with and approved by the Purchasing & Contracting Administrator. The City reserves the right to deny any requests for delay relief if the request is found invalid or without merit.

3.5. Separate Contract:

The Owner reserves the right to let other Contracts in connection with this project. The Contractor shall afford other contractors a reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor's Work depends on the proper execution or results of the Work of any other contractor, the Contractor shall inspect and properly report to the Purchasing & Contracting Administrator any defect in such Work that renders it unsuitable for such proper execution and results.

The Contractor shall agree, and hereby does agree, to make no claims against the Owner for additional payment due to delays or other conditions created by the operations of such other contractors. If there is a difference of opinion as to the respective rights of the Contractor and others doing Work within the limits of or adjacent to the project, the Purchasing & Contracting Administrator will decide as to the respective rights of the various parties involved in order to secure the completion of the Owner's Work, in general harmony and in a satisfactory manner and his decisions shall be final and binding on the Contractor.

3.6. Reserved (not used)

3.7. Subcontracts:

a) The City reserves the right under this contract to approve or disapprove any proposed subcontractor.

b) The Contractor shall utilize the services of specialty subcontractors on those parts of the Work which under normal contracting practices are performed by specialty subcontractors; however, should the Owner determine that the specialty work in question has been customarily performed by the Contractor's own organization and it is competent to perform such Work, the Contractor shall be permitted to do so. Should the Owner determine that the performance of any specialty Work by the specialty subcontractors will result in substantially increased costs or inordinate delays, the requirements of this paragraph shall not apply.

c) The Contractor shall not award any Work to any subcontractor without prior written approval of the Owner. The Owner will not grant approval until the Contractor submits all information requested by the Owner. The Owner will attempt not to unduly delay the Contractor.

d) The Contractor shall be fully as responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by the contractor.

e) The Contractor shall cause appropriate provisions to be inserted in all subcontracts to bind subcontractors to the contractor by the terms of these General Conditions and other pertinent contract documents as applicable to the Work of the subcontractor. The Contractor shall also have provisions included in all subcontracts giving them the same powers of termination as the Owner may exercise over the Contractor under any provisions of the Contract Documents.

f) Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

3.8. Assignments of Contract:

No assignment by the Contractor of the contract or any part thereof, or any monies due or to become due, shall be made without the prior written approval of the Owner. As a condition precedent to the assignment, the surety on the Contract Bond must inform the Owner **in writing** that it approves of such assignment being made.

In the event that the Contractor shall undertake to assign all or any part of any monies due or to become due under the Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any of such monies shall be subject to the prior liens of all persons for services rendered or materials supplied for the performance of all Work embraced by the Contract.

3.9. Schedule:

Before Work is commenced under this contract, the Contractor shall submit to the Purchasing & Contracting Administrator a schedule of his operations, showing the order in which, and the approximate time at which he plans to begin the various sections, locations, or phases of his operations. This schedule is requested in order that operations of other contractors may be coordinated with the Work under this Contract, and in cases where the Work will interfere with the use of public streets, the routing of traffic may be properly planned. The Contractor shall cooperate with the City in developing a schedule that will best serve the interest of all parties affected. The schedule shall become an integral and binding part of this contract.

a) Work Hours: Working hours will be dawn to dusk, Monday through Saturday. No work shall be conducted on Sunday.

3.10. Shop Drawings:

a) In the type of Work for which detail drawings are necessary, the Contractor shall submit, **to the City's Project Manager, for approval by the appropriate parties,** copies of all shop drawings and schedules required for all portions of the Work, and no Work shall be fabricated by the Contractor, save at his own risk, until such approval has been given. Copies of these drawings and schedules shall be furnished in such number as the Purchasing & Contracting Administrator may direct.

b) The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for proper review; and no claim by the Contractor for delays, arising from his failure in this respect, shall be allowed unless the City substantially impacts the review process. Should this occur, a contract time adjustment will be considered.

c) All shop drawings submitted must bear proper approval by the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without a stamp of approval shall not be considered and will be returned to the Contractor for re-submission. If the

shop drawings show variations from the requirements of the Contract Documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise, the Contractor shall not be relieved of the responsibility for executing the Work in accordance with the Contract Documents even though such shop drawings have been approved.

d) Where a shop drawing as submitted by the Contractor indicates a departure from the Contract which the City's Project Manager deems to be a minor adjustment in the interest of the Owner and which does not involve a change in the Contract price or extension of time, shall be referred to the Purchasing & Contracting Administrator prior to approval by the Project Manager.

e) Approval by the City's Project Manager of shop drawings will be general and shall not relieve the Contractor from the responsibility for adherence to all Contract terms, nor shall it relieve him of the responsibility for any error, which may exist.

3.11. Material and Workmanship:

Unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new. All Workmanship shall be first class and by persons qualified in the respective trades necessary to properly complete the contract.

3.12. Inspection and Testing of Materials:

Contractor is responsible for all the testing required on this project. The Contractor shall also be responsible for any rework or corrections to the work, and/or removal and replacement of the work as a result of failed tests as well as any additional testing.

The Purchasing & Contracting Administrator or the Project Manager may require any or all materials to be subjected to test by means of samples or other manner, at specific production points or after delivery. The City reserves the right to require additional testing to confirm quality and compliance with specifications. If the City requires testing by a third party, the Contractor shall afford such facilities as the Project Manager may require for collecting and forwarding samples. The Contractor shall provide the City satisfactory evidence such as manufacturer or supplier certificates, which will be subject to verification by the City, for the materials and finished articles furnished by the Contractor.

3.13. Engineer's Stamp:

As necessary, the Contractor will be responsible for the securing of all engineering stamps for any shop drawing(s) submitted for approval.

SECTION 4

SITE REQUIREMENT

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SECTION	4.1	Sanitary Provisions
	4.2	Water and Electric Meters
	4.3	Storage of Materials
	4.4	Salvage of Materials and Equipment

4.1. Sanitary Provisions:

The Contractor shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as are necessary to comply with the requirements and regulation of the governing body, State Board of Health, local codes, or of the regulatory agency having jurisdiction at the particular location. He shall permit no public nuisance. The Contractor shall furnish at his cost an adequate supply of drinking water for his employees.

4.2. Water and Electric Meters:

The Contractor shall pay for all water and electricity used during the construction and testing of Work, and shall make all necessary arrangements for meters to measure the quantities used. All water required shall be purchased from the City's Water Resources division at the prevailing rates.

4.3. Storage of Materials:

Materials and equipment designed for permanent installation in the Work shall be carefully and properly stored and secured by the Contractor on the agreed-to site when delivered to ensure protection against deterioration of any type, theft or pilfering. These materials shall be so placed as to cause a minimum of inconvenience to other contractors on the Work and to the public. The stored items shall be arranged to facilitate inspections and any deterioration shall be grounds for rejection. If material stored on the job and paid for under the terms of the Contract is damaged or stolen before its incorporation in the Work, the amount paid the Contractor for the damaged or stolen material shall be deducted from the next estimate. Lawns, grass plots, or other private property shall not be used for storage purposes without written permission of the Owner. Documents allowing such storage shall be forwarded to the Purchasing & Contracting Administrator for his approval. The Contractor shall assure that stored materials do not have a deleterious effect on protected vegetation.

4.4. Salvage of Materials and Equipment:

Any materials, equipment, and machinery, considered by the Purchasing & Contracting Administrator to have a salvageable value, and that was a part of the structure, site, or right-of-way, prior to commencement of Work under this Contract, shall remain the property of the City. The Contractor shall remove such items and suitably store at the site, such that no damage, theft, or disposal of the items be conveyed without the expressed written permission of the Purchasing & Contracting Administrator subject to final disposition by the City. The Purchasing & Contracting Administrator shall provide the Contractor with a list of salvageable materials and equipment at the outset of the project and any modifications thereto shall be made in writing. The Purchasing & Contracting Administrator shall set forth in said letter the specific time for which the Contractor is responsible for the salvageable materials, equipment, etc.

SECTION 5

INSURANCE, PATENTS, PERMITS & TAXES

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SECTION	5.1	Insurance
	5.2	Patents
	5.3	Legal Restrictions, Licenses & Permits
	5.4	Federal Excise Tax
	5.5	Savings Due to Excise Tax Exemptions

5.1. Insurance:

A. The Contractor shall not commence Work under this Contract until he has obtained and provided insurance of the character specified below and in such amounts that will provide adequate protection to the Owner and the Contractor against all liabilities, damages, and accidents. The insurance obtained by the Contractor is subject to the approval of the Owner. The Contractor shall not allow any Subcontractor to commence Work on his subcontract until all insurance required of the subcontractor has been so obtained, provided, and approved. Neither the approval of the Owner nor a failure to disapprove insurance furnished by the Contractor or subcontractor shall release the Contractor or Subcontractor of full responsibility for liability, damages, and accidents as set forth herein. Attention is hereby directed to the provisions of Division 1, General Conditions, subsection 9.4.

B. The Contractor and each subcontractor shall maintain such required insurance during the life of this contract, and no modification or change of insurance coverage and provision shall be made without thirty (30) days written advance notice to the Purchasing & Contracting Administrator.

1) Worker's Compensation Insurance: The Contractor shall procure and maintain during the life of this contract Workers' Compensation Insurance for all his employees employed at the site of the project in accordance with all statutory requirements and, in case any Work is subcontracted, the Contractor shall require the Subcontractor to similarly provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous Work under contract at the site of the project are not protected under the Workers' statute, the Contractor shall provide and cause each Subcontractor to provide adequate Insurance for the protection of his employees not otherwise protected.

2) Contractor's Comprehensive Public Liability & Property Damage Insurance: the Contractor shall procure and maintain during the life of this contract such Contractor's Comprehensive Liability and Property Damage Insurance that shall protect him and any Subcontractor performing Work covered by this contract from claim for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by himself or *by* any other Subcontractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:

a) Contractor's Comprehensive Public Liability in an amount not less than $1,000,000 for injuries, including wrongful death, to any one person in any one accident, and for more than one person in any one accident, in an amount not less than $1,000,0000.

b) Contractor's Comprehensive Property Damage Insurance in any one accident in an amount not less than $ 500,000. This insurance shall be extended to cover damage to underground wire, pipes, ducts, conduits, etc.

3) Contingent Liability: The Contractor shall furnish evidence to the Owner in the form of an insurance policy naming the Owner as the certificate holder that he has provided Protective Public Liability and Property Damage Insurance in the amounts above specified for himself and any subcontractors.

4) The Contractor shall acquire and maintain during the life of this Contract such Automobile Public Liability and Property Damage Insurance as shall protect him and any Subcontractor performing Work covered by this Contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

a) Automobile Public Liability Insurance in an amount not less than $1,000,0000for injuries, including wrongful death to any one person in any one accident, and for more than one person in any one accident, in an amount of not less than $1,000,0000.

b) Automobile Property Damage Insurance in any one accident in an amount not less than $100,000.

5) In types or classes of Work which include, all or in part, building or structures which may be subject to damage by fire, wind, or vandalism, the Contractor shall take out and maintain during the life of this contract what is commonly known as "Builders Risk Insurance" covering fire, wind, extended coverage, and vandalism, in an amount equal to one hundred percent (100%) of the contract price pertaining to such building(s) or structure(s).

6) Proof of Coverage of Insurance: The Contractor shall furnish the Owner with satisfactory proof of coverage (e.g., Certificate of Insurance) of the insurance required naming the City as additionally ensured thereon, but the failure to provide adequate insurance shall not relieve the Contractor's responsibility to protect the Owner wholly from all such claims and damages.

5.2. Patents:

It is mutually understood and agreed that without exception, Contract prices are to include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the Work. It is the intent that whenever the Contractor is required or desires to use any design, device, material, or process covered by letters, patent, or copyright, the right for such use shall be provided for by suitable legal agreements with the Patentee or Owner and a copy of this agreement shall be filed with the Purchasing & Contracting Administrator. However, whether or not such an agreement is made or filed as noted, the Contractor and the Surety in all cases shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, material or process, to be performed under the Contract, and shall indemnify the City from any costs, expenses, and damages which it may be obliged to pay, by reason of such infringement, at any time during the prosecution or after the completion of the Work.

5.3. Legal Restrictions, Licenses and Permits:

The Contractor is assumed to be familiar with all Federal, State, County, City and other laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or equipment used in or upon the site, or in any way affect the conduct of the Work. No pleas of misunderstanding or ignorance on the part of the Contractor will in any way serve to modify the provisions of the Contract. The Contractor, at all times, shall observe and comply with all Federal, State, County, City, and other laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work. The Contractor and his Surety shall indemnify and save harmless the Owner, and all its officers, agents, and servants against any claim or liability arising from or based on the violation of such law, ordinance, regulation, order or decree, whether by himself or his employees.

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

5.4. Federal Excise Tax:

The forms needed for applying for exemption certificates for materials and equipment, normally subject to the Federal Excise Tax, may be obtained from the appropriate Federal agency (IRS). The contractor is solely responsible for obtaining the desired exemption certificate from the Federal government.

5.5. Savings Due to Excise Tax Exemptions:

The savings anticipated by the bidder due to exemption from Excise taxes shall be reflected in the bid price

SECTION 6

CONTROL OF WORK

INDEX

SECTION

6.1 Authority of the Project Manager
6.2 Inspectors
6.3 Inspection
6.4 Construction Stakes
6.5 Plans & Specifications
6.6 Cooperation of the Contractor Required
6.7 Removal of Defective/Unauthorized Work
6.8 Substantial Completion
6.9 Final Inspection
6.10 Certificate of Final Completion
6.11 As-Built Plans

6.1. Authority of the City's Project Manager:

The Project Manager (PM) is the employee of the City of Titusville responsible for the overall coordination, oversight and management of the Work. Instructions of the PM are to be strictly and promptly followed. The Contractor shall designate a complementary representative to receive such instructions in his absence, and failing to do so, will be held responsible for the execution of any instructions that may be necessary to be given in his absence.

The PM is to have free access to the site materials and the Work at all time for laying out, measuring, inspecting, or directing the same; and the Contractor is to afford him all necessary facilities and assistance for doing so.

All Work conducted or materials furnished are to be subject to the acceptance or the rejection of the PM, who shall determine the amount, quality, fitness, and the acceptability of the Work and the materials to be paid for and shall decide all questions or differences of opinion that may arise with the Contractor as to the interpretation of the plans and specifications. In the event of such questions or difference of opinion, the decision of the PM is to be a condition precedent to the Contractor's right to receive any money for the Work or materials to which the questions or difference of opinion relates. Any changes to the scope of work or any deviations from the contract documents must be approved in writing through the Purchasing & Contracting Administrator in accordance with Section 4, paragraph 4.2 Changes in Work.

The PM in conjunction with the Purchasing & Contracting Administrator shall have the authority to suspend the Work wholly or in part for such period(s) as may be deemed necessary, due to the unsuitable execution of the Work, or for such time as is necessary due to failure on the part of the Contractor to carry out orders given or perform any or all provisions of the Work. The Contractor shall not suspend the Work and shall not remove any equipment, tools, lumber, or other materials without the written permission of the Purchasing and Contracting Administrator.

6.2. Inspectors:

Inspectors employed by the City shall be authorized to inspect all Work done and material furnished. Such inspections may extend to all or any part of the Work and to the preparation or manufacture of material to be used. Inspectors shall be stationed on the Work to report to the PM as to the progress of the Work and manner in which it is being performed and to report whenever it appears that materials furnished, and Work performed by the Contractor fail to fulfill requirements of the specifications and contract. Inspectors shall call to the attention of the Contractor any such failures or default, but no inspection nor any failure to inspect at any time or place shall relieve the Contractor from any obligation to perform all of the Work strictly in accordance with the requirements of the drawings and specifications. In case of any dispute arising between the Contractor and the Inspector as to the materials furnished or manner of performing Work, the Inspector shall have the authority to reject materials or temporarily suspend the Work until the issue can be decided on by the PM in conjunction with the Purchasing & Contracting Administrator.

If the Contractor refuses to suspend operation on verbal order, the Inspector shall issue a written order giving the reason for shutting down the Work. After placing the order in the hands of the person in charge, the Inspector shall immediately leave the Work site. Work completed during the absence of the Inspector, after such notice, will not be accepted or compensable.

Inspectors shall not be authorized to revoke, alter, enlarge, relax, or release any requirements of the plans and specifications. Inspectors shall in no case act as foremen or perform other duties for the Contractor, nor interfere with management of the Work by the latter. Any instructions, which Inspectors may give the Contractor, shall in no way be construed as releasing the Contractor from fulfillment of the terms of the Contract Documents.

The payment of any compensation, whatever may be its character or form, or the giving of any gratuity, or the granting of any valuable favor, by the Contractor to any Inspector, directly or indirectly, is strictly prohibited and any such act on the part of the Contractor will constitute a violation of this Contract.

6.3. Inspection:

The Contractor shall furnish the PM with every reasonable facility for ascertaining whether or not the Work as performed is in accordance with the requirements and intent of the plans, specifications, and contract. If the PM requests it, the Contractor shall at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examinations, the Contractor shall restore said portions of the Work to the standard

requirements of and by these specifications. Should the Work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be paid for as "extra Work"; but should the Work so exposed or examined prove unacceptable, the uncovering or removing should be paid at the Contractor's expense.

6.4. Construction Stakes:

The City will furnish basic control survey markers and benchmarks prior to start of construction and it shall be the responsibility of the Contractor to furnish and install all necessary construction stakes to establish lines and grades for the proper execution of the Work as shown on the plans or as specified.

6.5. Plans & Specifications:

The plans, specifications, special provisions, and any Addenda describe the Work and all materials and Workmanship. All dimensions must be in strict accordance with the plans, specifications, special provisions, and any addenda. Only the Purchasing & Contracting Administrator may, in writing, authorize exceptions. When a conflict arises, the standard specifications take precedence over the plans and the special provisions shall take precedence over the standard specifications. On all plans, the figured dimensions shall govern in case of discrepancy between the scaled dimensions and figures.

In the event the Contractor discovers any apparent error or discrepancy between the plans, specifications, or special provisions, he shall immediately call upon the Purchasing & Contracting Administrator for an interpretation and decision, and such decision shall be final. The Contractor shall take no advantage of any apparent error or omissions in the plans or specifications.

6.6. Cooperation of the Contractor Required:

The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof and he shall cooperate with the PM and with other contractors in every way possible. The Contractor shall have a competent superintendent on the Work at all times who is fully authorized as his agent on the Work. Such superintendent shall be capable of reading and thoroughly understanding the plans and contract documents, and shall receive and fulfill instructions from the PM, or the authorized representative. The Contractor and his superintendent shall provide all reasonable facilities to enable the PM and Inspector to inspect the Workmanship and materials entering in the Work.

6.7. Removal of Defective/Unauthorized Work:

All Work that has been rejected and/or condemned shall be remedied, or if necessary, removed and replaced in an acceptable manner by the Contractor at his own expense. Work done beyond the lines and grades shown on the plans -- except as herein provided -- or any Work done without authority will be considered as unauthorized and will not be measured or paid for by the City. If so ordered by the Owner, such unauthorized Work shall be removed, by the Contractor at his own expense.

6.8. Substantial Completion:

When the Work has progressed to a point whereby all contract line items are essentially complete and the Owner can take beneficial occupancy of the Work such that use can be made of the product, the Owner will schedule an inspection of the Work with the Contractor and representatives of any permitting agency that has jurisdiction over the Work and develop a list showing any outstanding items to be completed (i.e., punch-list) required to render complete, satisfactory and acceptable all the Work required under the contract. The Purchasing & Contracting Administrator shall issue a "Certificate of Substantial Completion" containing the punch-list, an anticipated date of final completion, and any other required closing documents or items. The Certificate of Substantial Completion will therefore establish the date when no further liquidated damages will be assessed, the tentative completion date, the punch-list, and any other conditions necessary to satisfactorily complete the project.

6.9. Final Inspection:

When the Contractor has fully completed all Work provided for under this Contract and the punch-list as provided for in the Certificate of Substantial Completion, and so notified the Project Manager in writing, the PCAR will make a final inspection of the completed Work. If all Work is completed satisfactorily in accordance with all terms, provisions, and stipulations of drawing, specifications, and contract, the Purchasing & Contracting Administrator will issue a Certificate of Completion showing the entire amount of Work performed and compensation earned by the Contractor, including approved extra Work and compensation, therefore.

6.10. Certificate of Final Completion

Upon satisfaction of all the requirements of the Construction Contract, the City and Contractor will execute a *Certificate of Final Completion* in form found in these documents. The issuance of final payment for the Work shall be contingent on the execution of said certificate by the following individuals: Contractor; Engineer; Project Manager; City Engineer; Building Department Official; Project's Department Head; Purchasing & Contracting Administrator; and City Manager.

6.11. As-Built Plans:

The Contractor shall keep an accurate record of the changes, nature, location, and dimensions of all Work, especially such Work as may subsequently become concealed or inaccessible, and transmit this information, properly marked on a set of the contract plans, to the Purchasing & Contracting Administrator when the Work is complete. The City may opt to request these as-built plans in any medium it finds most suitable.

SECTION 7

CONTRACTOR'S ORGANIZATION

INDEX

SECTION	7.1	Character of Workmen and Equipment
	7.2	Qualifications for Employment
	7.3	Labor Regulations
	7.4	Safety Considerations
	7.5	Review of Records

7.1 Character of Workmen and Equipment:

A. The Contractor shall employ such superintendents, foremen, and workmen which are competent, and the Purchasing & Contracting Administrator may demand the dismissal of any person(s) employed by the Contractor, in, about, or upon the Work site who shall exhibit misconduct or be incompetent or negligent in the proper performance of their duties, or neglects or refuses to comply with the directions given by the Owner or his representatives. Such person(s) shall not be employed again without the written consent of the Project Manager or the Purchasing & Contracting Administrator. Should the Contractor continue to employ or again employ such a person(s), the Purchasing & Contracting Administrator may suspend the Work until such orders are complied with totally. All workers must have sufficient skill and experience to properly perform the Work assigned them.

B. The Contractor shall furnish such equipment as is considered necessary for the execution of the Work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools, and machinery used for handling materials and executing any part of the Work shall be subject to the approval of the Project Manager and shall be maintained in a satisfactory Working condition. Equipment used on any portion of the Work shall be such that no injury to the Work, adjacent property, or personnel will result from its use. The Contract may be annulled if the Contractor fails to provide adequate and/or safe equipment for the project.

7.2 Qualifications for Employment:

With respect to all skilled, semi-skilled, and/or unskilled workers employed on the project under this Contract, preference in employment shall be given to perform the Work to local individuals and labor organizations capable of performing the necessary Work. No person shall be employed in violation of the State or Federal labor laws; no person under the age of 16 years shall be employed on the project under this Contract; the contractor shall provide that he shall not operate against the employment of physically handicapped persons, otherwise employable where such persons may be safely assigned to Work which they can ably perform. No person currently serving sentences in a penal or correctional institution and no inmate of an institution for the mentally defective shall be employed on a project under this Contract.

7.3 Labor Regulations:

The Contractor shall fully comply with all applicable Federal and State laws and regulations concerning labor, Work hours, labor conditions, and wage rates. Specific requirements of this Contract will be expressed and mutually agreed to in a separate section of these documents.

7.4 Safety Considerations:

Precaution shall be exercised at all times in the protection of all persons (including employees) and property. The safety provisions of applicable laws, shall be strictly followed. As required, the Contractor shall comply with all applicable local, State and Federal rules and regulations pertaining to the health and welfare of its employees and the contracted Work.

Failure to maintain safety standards in the Work pursuant to all applicable rules and regulations may be grounds for suspension of the Work.

7.5 Review of Records:

The Contractor shall allow and permit the Project Manager or his duly authorized representative to inspect and review all payrolls, records of personnel, conditions of employment, invoice of materials, books of accounts and any other relevant data and records pertinent to the Contract and any subcontracts.

SECTION 8

CONTRACT EXECUTION AND PROGRESS

INDEX

SECTION	8.1	Execution of Contract
	8.2	Nights, Sunday, or Holiday Work
	8.3	Contractor Operations
	8.4	Traffic Control
	8.5	Barricades, Warning Lights & Other Protective Devices
	8.6	Use of Explosives
	8.7	Temporary Suspension of Work
	8.8	Computation of Contract Time for the Completion of the Work
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	8.10	Delays/Damages
	8.11	Final Cleanup
	8.12	General Guarantee
	8.13	Maintenance Bond
	8.14	Termination of Contractor's Responsibility

8.1. Execution of Contract:

A) The Contractor shall begin Work promptly within the time specified in the approved schedule and time bid and shall so execute the Work such that progress will be made approximately proportional to time elapsed after the Notice to Proceed. The Contractor shall provide an adequate force of labor and equipment to execute the Work at as many different points as may be deemed necessary to ensure the completion of the Work within the time limit for completion, and as set forth in the proposal. (The contractor shall notify the Purchasing & Contracting Administrator at least 48 hours before beginning work, and shall start the Work at the approved location.)

B) Schedules - Immediately after execution and delivery of the Contract, the Contractor shall deliver to the Purchasing & Contracting Administrator a construction progress schedule in form satisfactory to the PCA showing the proposed dates of commencement and completion of each of the various phases of the required work.

8.2. Nights, Sunday or Holiday Work:

Except upon specific written permission from the Purchasing & Contracting Administrator, the Contractor shall not perform any Work on Sundays or on legal state, federal or municipal holidays. No night Work will be permitted except in case of emergency or as authorized by the Purchasing & Contracting Administrator.

8.3. Contractor Operations:

A) The Contractor shall at all times conduct the Work in such a manner and in such sequence as will ensure the least amount of local interference. He shall not open up or begin Work to the prejudice of Work already started.

B) The contractor shall arrange his Work and dispose of his materials so as not to interfere with the operations of other contractors engaged in adjacent Work and to join his Work to that of others in a proper manner and in accordance with the intent of the Plans and Specifications, and to perform his Work in the proper sequence in relation to that of other contractors.

C) The Contractor shall be held responsible for any damage done by him or his agents to the Work performed by another contractor.

D) The Contractor shall conduct his operations and maintain the Work in such condition that adequate drainage shall be in effect at all times.

E) Control of erosion, sedimentation, water pollution and flooding shall be mandatory, in accordance with all applicable Federal, State and local laws and regulations and the cost for doing such Work shall be included in the Contractor’s Bid Price.

8.4. Traffic Control:

On the type or class of projects involving construction Work or on public thoroughfares, the following provisions shall apply.

A) The Contractor at all times shall conduct the Work in such a manner as to ensure the least obstruction to traffic as practical. Convenience of the general public and of the residents and businesses along and adjacent to the Work shall be provided for in a manner satisfactory to the Owner.

B) Sidewalks, gutters, drains, fire hydrants, and private drives shall, insofar as practical, be kept in condition for their intended uses. While the Work is going on at the location, as much as half the street width at such location may be barricaded to exclude traffic entirely, but street traffic shall not be obstructed without providing alternate access. Fire hydrants on or adjacent to the Work shall be kept accessible to fire apparatus at all times and no material or obstructions shall be placed within ten (10) feet of any such hydrant.

C) Construction materials stored upon a public street right-of-way shall be placed so as to cause as little obstruction to the general public as is reasonably possible. All material excavated from any Work under the Contract in excess of that required for the necessary construction of such Work shall be hauled away and disposed of as directed by the PM.

D) Streets and/or rights-of-way shall not be closed, except when and where directed by the Project Manager or as properly permitted by the agency holding jurisdiction. Whenever the street is not closed, the Work must be conducted with the provision for a safe passageway(s) for pedestrian and vehicular traffic at all times. The Contractor shall make all necessary arrangements with the proper City officials concerning maintenance of traffic and selection of detours required.

8.5. Barricades, Warning Lights and Other Protective Devices:

When permission has been granted to close an existing roadway or right-of-way, the Contractor shall furnish and erect signs, barricades, lights, flags, and other protective devices, which shall conform to the requirements, and be subject to the approval of the Project Manager. From sunset to sunrise, the Contractor shall furnish and maintain red lights at such locations as the PM may direct, across and/or along the roadways being closed to traffic.

The Contractor shall furnish watchmen in sufficient numbers to protect and divert the vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new work. Failure to comply with this requirement will result in the City stopping the Work until the Contractor provides the necessary protection.

No separate payment will be made for such signs, barricades, lights, flags, watchmen and other protective devices as required. All costs are to be included in the prices bid for the various items scheduled in the proposal pages.

8.6. Use of Explosives:

When the use of explosives is necessary for the execution of the Work the Contractor shall observe the utmost care in its use so as not to endanger life or property; and whenever directed,

the number and size of charges shall be limited. All explosives shall be stored in a secure manner and all such storage places shall be marked clearly "DANGEROUS EXPLOSIVES" and shall be in the care of a competent watchman at all times. The Contractor must familiarize himself with all laws and ordinances pertaining thereto and govern himself and his employees accordingly.

8.7. Temporary Suspension of Work:

The Owner shall have the authority to suspend the Work wholly, or in part, for such period(s) as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory execution of the work, or such time as is necessary, due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the Contract.

If it should become necessary to stop Work for an indefinite period, the Contractor shall store all materials in such a manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the Work performed; provide suitable drainage by opening ditches, shoulder drains, etc.; and erect temporary structures where necessary.

The Contractor shall not suspend the Work without written authority from the Owner and shall proceed with the Work promptly when he has received written notice from the Owner to resume operations.

No allowance of any kind will be made for such suspension of Work -except in equivalent extension of time for completion of the Contract.

8.8. Computation of Contract Time for the Completion of Work:

The Contractor shall perform fully, entirely, and in accordance with these Specifications, the Work contracted for within the specified time stated in the Proposal.

In adjusting the Contract Time for the completion of the work, the length of time expressed in calendar days during which the execution of Work has been delayed due to any suspension of Work ordered by the Purchasing & Contracting Administrator or his representative, or omission of the Owner and not by any fault of the Contractor, shall be added to the Contract time as set forth in the Proposal -- all of which shall be binding and conclusive upon both parties to the Contract.

No allowances shall be made for delay or suspension of the Work due to the fault or negligence of the Contractor. If the satisfactory execution and completion of the Contract shall require Work or material in greater value than set forth in the Contract, then the Contract time shall be increased in the same ratio as the additional value bears to the original value contracted for (see Section 4.2, Changes in Work).

8.9. Failure to Complete the Work on Time (Liquidated Damages Calculation):

The City and Contractor recognize that time is of the essence in this Contract, and as delay in prosecution of the Work may result in public inconvenience, traffic obstruction, or business interference, it is understood that the Contractor must vigorously press towards completion of the

Work within the time frame established by this Contract. Moreover, the cost to the City for the administration, engineering, inspection, and supervision will be increased as the construction period is lengthened.

Should the Contractor or, in case of default, the surety, fail to complete the Work within the contractually stipulated time, or within such extra time as may be allowed as herein above provided, it is agreed that for each calendar day that any portion of the Work shall remain incomplete, after the time specified in the Contract, with any extension of time which may be allowed by the City for the completion of the Work provided for in the Contract Documents, the sum per day to be deducted from monies due the Contractor, not as a penalty, but as liquidated damages for added expense, shall be calculated by one of the following methods:

A) The daily liquidated damages for public projects that will not produce direct revenue shall be calculated by multiplying one mill (.001) times the total cost of the contract. The resulting amount shall be rounded off to the nearest dollar and this amount will be deducted daily from the amount due the Contractor.

Example: Contract Amount x 1 Mill = Daily Liquidated Damages

$2,000,000.00 x .001 = $2,000.00 per day

The Contractor shall take into account all contingent Work which has to be done by other parties, arising from any cause whatsoever, and shall not plead his want of knowledge of said contingent Work as an excuse for delay in his work, or for the non-performance.

Permitting the Contractor to continue and finish the Work or any part of it after the expiration of the number of calendar days allowed for completion or after any extension of time, shall in no way operate as a waiver on the part of the Owner of its rights under this Contract. In case of default of the Contract and the completion of the Work by the Owner as hereinafter provided, the Contractor and his Surety shall be liable for the liquidated damages under the Contract; but no liquidated damages shall be assessed for any delay in the final completion of the Work by the Owner due to any unreasonable action, negligence, omission, or delay of the Owner.

If any suit for the collection of, or involving the assessment of liquidated damages, the reasonableness of the amounts stipulated in the foregoing calculations shall be presumed. The liquidated damages referred to herein are intended to be and are accumulative and shall be in addition to every other remedy now or hereafter enforceable by law, in equity, by statute, or under the Contract.

8.10. Delays/Damages and Additional Time

If the Contractor refuses or fails to proceed with the work, or any part thereof, with such diligence as will ensure its completion within the time specified in the Contract, or any extension thereof, or fails to complete the Work within said time, the Owner may -- by written notice to the Contractor -- terminate his right to proceed with the Work or such part of the Work to which there has been a delay. In such event, the Owner may take over the Work and proceed with same to completion; the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned to the Owner. If the Contractor's right to proceed is so terminated, the Owner may take

possession of and utilize such materials, appliances, and plants on site necessary to complete the work.

If the Owner does not terminate the right of the Contractor to proceed and a delay is encountered, although the Contractor continues the work, liquidated damages shall be paid to the Owner when the actual damage for the delay cannot be determined. These liquidated damages are fixed and agreed damages paid by the Contractor to the Owner for each calendar day of delay until the Work is completed or accepted. The specific amounts for the liquidated damages will be calculated as set forth in Section 8.9 of these specifications and the Contractor and his sureties shall be liable for the amount indicated. However, the right of the Contractor to proceed shall not be terminated nor the Contractor charged with liquidated damages because of any unforeseeable delays in the completion of the Work beyond the control and without the fault of the Contractor -- including, but not restricted to, act(s) of God, fires, floods, epidemics, quarantine restrictions, strikes ' freight embargoes, unusually severe weather, or delays of a subcontractor hired by the City and subject to such causes, if the contractor shall within ten (10) days from the beginning of any such delay notify the Purchasing & Contracting Administrator in **writing** of the cause and reason for the delay. The Owner shall have the right to grant an extension of the above time requirement prior to the date of final settlement. The Purchasing & Contracting Administrator shall ascertain the facts and the extent of the delay; if it appears to the Purchasing & Contracting Administrator that the Contractor is delayed by conditions beyond his control, additional time for completion of the contract will be allowed on the recommendation of the Purchasing & Contracting Administrator, but no payment will be made because of said delays unless warranted by City actions.

8.11. Final Cleanup:

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or the Work.

Upon final completion of the Work and before acceptance and final payment shall be made, the Contractor shall clean and remove from the site, the right-of-way, and adjacent property, all surplus and discarded materials, rubbish, and temporary structures. The Contractor shall restore in an acceptable manner all property -- both public and private – which, has been damaged during the execution of the work. The Contractor shall leave the site and vicinity unobstructed in a neat and presentable condition throughout the entire area. The placing of materials of every character, rubbish, or equipment on the abutting property -- with or without the consent of the property owner(s) -- shall not constitute satisfactory disposal. If the Work is of such a character as may be done by block or sections, the Contractor may be required to promptly remove and dispose of accumulated rubbish, debris, or surplus materials from blocks or sections as completed or partially completed.

No separate payment will be made for final cleaning up and restoration of property, but all costs thereof shall be included in the prices bid for the various scheduled items of work.

8.12. Guarantee:

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire use of the occupancy of the premises by the Owner shall constitute an acceptance

of the Work not done in accordance with the Contract documents or relieve the Contractor of the liability in respect to an expressed warrantee or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the Work and pay for any damage to other Work resulting therefrom which shall appear within a period of one (1) year from the date of the final acceptance of the Work -- unless a longer period is specified or negotiated between the Owner and Contractor. The Owner will give notice of observed defects with reasonable promptness during said guarantee period. The City reserves the right to require additional bond or bond guarantees to assure the proper protection of the work. Extended guarantees or bonding shall be negotiated amongst the parties hereto in response to extraordinary circumstances. Final payment will not be made until the Work has been accepted by a representative of the City.

8.13. Maintenance Bond

The Contractor shall post with the City a one-year maintenance bond in form satisfactory to the Purchasing & Contracting Administrator in an amount not-to-exceed 15% of the total project cost.

8.14. Termination of Contractor's Responsibility:

This Contract will be considered complete when all Work has been completed and a final inspection is made, the Work accepted by the Owner, and the final estimate paid. The Contractor will then be released from further obligations, except as set forth in these General Conditions and as provided by law.

SECTION 9

LEGAL RELATIONS AND RESPONSIBILITY

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SECTION	9.1	No Waiver of Legal Rights
	9.2	Furnishing Right-of-Way
	9.3	Laws to be Observed
	9.4	Contractor's Responsibility for Work
	9.5	Protection and Restoration of Property

9.1. No Waiver of Legal Rights:

After final payment has been made, the Owner reserves the right to claim and recover from the Contractor, his Surety, or both, by process of law, such sums that may be sufficient to correct any error or make good any defects in the Work and materials -- should an error be discovered in any partial or final estimates, or should proof be discovered of defective Work or materials used by or on the part of the Contractor.

9.2. Furnishing Right-of-Way:

Where the Work called for extends upon or through private property, the Owner will procure all the necessary rights and deeds for access to the property. The Contractor shall not proceed with this part of the Work until the Owner has completed his negotiations with the property holders or has
acquired all said necessary rights by eminent domain or otherwise.

9.3. Laws to be Observed:

The Contractor shall familiarize itself with, comply with, and govern itself in accordance with all Federal, State, County, and City laws, by-laws, ordinances, or regulations controlling the action or operation of those engaged or employed in the Work or affecting materials used. The Contractor shall indemnify and save harmless the Owner and all of its officers, agents, and employees against any claims or liability arising from or based on the violations of any such laws, by-laws, ordinances, regulations, orders, or decrees -- whether by himself or his employees.

9.4. Contractor's Responsibility for Work:

Until acceptance of the Work by the Owner, it shall be under the charge and in care of the Contractor and he shall take every necessary precaution against injury or damage to the Work by action of the elements or from the execution/non-execution of the work. The Contractor shall rebuild, restore, and make good -- at the Contractor's own expense -- all injuries or damages to any portion of the Work occasioned by any of the above causes before its completion and acceptance.

9.5. Protection and Restoration of Property:

Buildings, sidewalks, benches, shade trees, lawns, shrubbery, and all other improvements potentially obstructing the Work shall be duly protected by the Contractor. Property obstructions, such as sewers, drains, water or gas pipes, conduits, railroads, poles, and walls, posts, galleries, bridges, manholes, mailboxes, street monuments, etc., shall be carefully protected from damage and shall not be displaced if avoidable. The Contractor shall give due notice to any department or public service corporation controlling such things as manholes, mailboxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the City if any such existing improvements or utilities are disturbed, damaged, or covered up during the cause of the work.

If it should become necessary to move any obstructions, the removal thereof shall be at the expense and risk of the Contractor, who is to obtain the consent of the Owner(s) or others in charge.

Before commencing, the Contractor shall confer with same as to the best manner of protecting the interest involved. The City may elect to retain ownership of any sewer pipe, brick, stone, or other valuable material(s) encountered and the Contractor, when so requested, shall carefully remove same and place in a convenient location for removal by the City.

The right is reserved by the City or the Owner(s) of the adjacent property to lay or to repair in the street -- under the direction of the Purchasing & Contracting Administrator's representative -- any drain, conduit, main or service pipe(s), or their accessories, at any time before the completion of the project. The Contractor shall exercise such supervision thereof as will protect him against defects in the finished work. Any delay as a result thereof shall be treated as delayed by action of the City any additional expense to the Contractor resulting therefrom shall be paid as provided herein under "Extra Work and Payment." In case of the Contractor's failure to restore any property damaged by his operations or to make good such damage or injury, the Purchasing & Contracting Administrator may -- upon forty-eight (48) hours written notice -- proceed to rebuild, repair, or otherwise restore such property as may be deemed necessary; the cost thereof will be deducted from any monies due, or which will become due the Contractor under this Contract.

The locations or grades of underground structures, utilities, foundations, etc., as shown on the plans, are taken from the best available records. The City shall not be held accountable for inaccuracies or omissions in the locations or grades of existing underground structures, utilities, foundations, etc. No claim is to be made by the Contractor for damages on account of the proximity to, leaking from, or delay caused by underground structures, utilities, foundations, etc.

If any underground structure, utility (public or private), foundation, etc., is found to interfere with the location of the proposed Work, either the position of the underground structure, utility, or foundation or that of the proposed Work, will be adjusted to provide the necessary clearance. Such necessary adjustment will be made either by the City or the utility involved. Interference shall mean that the underground structure, utility, foundation, etc., is found to be in the position as shown on the plans to be occupied by the proposed Work. If underground structures, utilities, foundations, etc., encountered during construction do not interfere with the planned position of the proposed Work, no change or adjustment will be made by the City; neither will the City require a utility to change the alignment or grade.

SECTION 10

MEASUREMENT AND PAYMENT

INDEX

SECTION	10.1	Scope of Payment
	10.2	Basis of Payment
	10.3	Measurements for Payment
	10.4	Extra Work and Payment
	10.5	Cancelled Items and Payment
	10.6	Partial and Final Payments

10.1. Scope of Payment:

The Contractor shall receive and accept the compensation as herein provided in full payment for furnishing all materials, labor, tools, equipment, and transportation, and for performing all Work required to complete the Work under the Contract; and also in full payment for all loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the execution of the Work until its final acceptance by the City.

For each of the items included and for which a unit price is stated in the Proposal, the aggregate amount to be paid by the City at such unit prices shall be the measured amount of such items incorporated by the Contractor in the completed Work and acceptable to the Project Manager and the Purchasing & Contracting Administrator.

The unit prices stated in the Proposal include all costs and expenses for materials, labor, tools, equipment, transportation, commissions, patent fees and royalties; removing crossings or other obstructions; protecting or maintaining pipes, drains, railroad tracks, buildings, bridges, or other structures furnishing temporary crossings or bridges; furnishing all supplemental construction stakes, batter boards, templates, common and ordinary labor for handling materials; and all costs or expenses for performing and completing the Work as specified.

It is mutually agreed that due to latent field conditions that cannot be foreseen at the time of advertising for bids, adjustments of the plans to such field conditions may be necessary during construction. Therefore, approved changes in the plans shall be recognized as constituting a normal and accepted margin of adjustment not unusual and not involving or permitting any change or modification of unit prices, in which case payment will be made for the revised quantities at the unit price bid in the Proposal.

10.2. Basis of Payment:

The basis of payment for an item at the unit price shown in the Proposal shall be in accordance with the description of that item given in the Proposal and Specifications pertaining to that item.

10.3. Measurements for Payment:

Measurements for payment for each item shown in the Proposal shall be in accordance with the description of that item given in the Proposal and Specifications pertaining to that item.

10.4. Extra Work and Payment:

The Contractor shall perform unforeseen Work, for which there is no price included in the proposal, whenever it is deemed necessary or desirable by the Purchasing & Contracting Administrator or his representative to satisfactorily complete the unforeseen Work. Such extra Work shall be performed promptly in accordance with the Specifications and as directed by the Purchasing & Contracting Administrator, **provided, however that before any extra Work is begun, a written order from the Purchasing & Contracting Administrator to do the Work**

shall be received by the Contractor. All extra Work ordered and performed in accordance with the foregoing will be paid for at the price (mutually agreed upon by the Contractor and the Purchasing & Contracting Administrator to be equitable compensation for the Work contemplated) stipulated in the Purchasing & Contracting Administrator's written order for such Work.

However, in the event the Contractor and the Purchasing & Contracting Administrator fail to agree upon an equitable price for any extra Work ordered, it shall be performed by using such tools, labor, equipment, and materials as may be specified by the Purchasing & Contracting Administrator and will be paid for in the following manner:

a) For all labor, including a foreman in direct charge of the specified operations, the Contractor shall receive a sum equal to the current local rate of wages for every hour that the laborer is actually engaged in such Work, to which shall be added an amount for overhead and profit of such sum and a total thereof shall be full compensation to the Contractor for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra Work. In addition, the Contractor shall be paid the actual cost of Social Security Taxes, Surety Bond, Unemployment Insurance, Workers Compensation Insurance, and Contractor's Public Liability and Property Insurance involved in such extra Work -- based on actual wages paid to such laborer.

b) For all materials used, the Contractor shall receive the actual cost of such materials -- including freight charges -- as shown by original receipted bills, to which cost shall be added an amount equal to ten percent.

c) When any special machinery or special equipment -- including fuel and lubricants -- are required for the economic performance of extra Work, the Contractor will receive compensation based on the Rental Blue Book (Rental Blue Book for Construction Equipment or Rental Blue Book for Older Construction Equipment, whichever is applicable) prevailing applicable rate (monthly or weekly or daily), plus the applicable operating rate for each hour that the equipment is in operation.

The compensation herein provided shall be received and accepted by the Contractor as payment in full for all extra Work done.

The Contractor's representative and the Project Manager shall compare records of extra Work done at the end of each day. Such records shall be made in duplicate upon a form provided for such purpose by the Purchasing & Contracting Administrator and shall be signed by both the Project Manager and the Contractor's representative; one copy will be submitted to the Purchasing & Contracting Administrator and the other shall be retained by the Contractor.

10.5. Cancelled Items and Payments:

The City shall have the right to cancel those portions of the Contract relating to the construction of any item provided therein for any reason. Such cancellation shall entitle the Contractor to payment in a fair and equitable manner covering all items of cost incurred by the Contractor prior to the date of cancellation or suspension of the Work by order of the Purchasing & Contracting Administrator. The Contractor shall be allowed a profit percentage on the materials used on construction Work actually performed at the same rates as provided for herein under "Extra

Work & Payment". No allowance will be made for anticipated profits on any part of the cancelled Work. Acceptable materials ordered by the Contractor or delivered to the Work site prior to the date of such cancellation or suspension shall be purchased from the Contractor by the City at actual cost and shall thereupon become the property of the City.

10.6. Partial and Final Payments:

a) Not later than twenty-five (25) days after receipt of the proper pay estimate, the Owner will make a partial payment to the Contractor on the basis of duly certified and approved estimates of the Work performed during the preceding calendar month under this Contract. To ensure the performance of this Contract, the Owner will retain ten percent (10%) of each estimate until final completion and acceptance of all Work covered by this Contract.

b) The Contractor shall submit to the Purchasing & Contracting Administrator his estimate of Work completed and invoice no later than 4:30 p.m. on the first Working Day of the month. Estimates and invoices submitted after this time will be delayed in processing.

c) In preparing estimates, the material delivered on the site and preparatory Work done shall be taken into consideration -- provided that such materials have been delivered and inspected and that payment therefore has been satisfactorily certified by the Contractor to the Purchasing & Contracting Administrator.

d) All material and Work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and Work upon which payments have been made or the restoration of any damaged Work or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.

e) As soon as the Purchasing & Contracting Administrator is notified of the completion of the Work and can assure himself by tests, inspection, or otherwise that all of the provisions of the Contract have been carried out satisfactorily, he/she will make a final estimate of the value of all Work done and will deduct therefrom all previous payments which have been made. All prior estimates and payments shall be subject to correction in the final estimate and payment. Within sixty (60) calendar days after the approval of such final estimate by the Purchasing & Contracting Administrator, the amount of the final estimate -- less any charges or damages herein provided for -- will be paid, provided that the Contractor has furnished the Owner a sworn affidavit to the effect that all bills are paid, and no suits are pending in connection with the Work done under this Contract. Upon such final payment, the City shall be released by the Contractor from all liability whatsoever arising out of the Contract -- except for the balance, if any, of such amount as may have been retained to cover charges, claims, or damages as specified. If the City is satisfied that no charges, claims, or damages exist or will arise, no such amount will be retained.

f) Retainage reductions determinations for any portion of the Contract Amount shall be made in the best interest of the City but at no time prior to the issuance of the Certificate of Substantial Completion.

SECTION 11

LABOR REQUIREMENTS

INDEX

SECTION	11.1	Compliance with Local, State, and Federal Labor Standard Requirements
	11.2	Equal Opportunity Employment
	11.3	E-Verify

11.1. Compliance with Local, State and Federal Labor Standard Requirements:

The Contractor shall comply with all applicable local, state, and federal labor laws and regulations to the extent applicable to this project.

11.2. Equal Opportunity Employment:

The Contractor shall not discriminate on the basis of race, color, national origin, gender, age, familial status, handicapped status, veteran status, and/or religion in performing the work governed by this contract. The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to comply with EOE regulations. Any subcontract the Contractor may enter into shall include this clause with the same degree of application being encouraged.

11.3. E-Verify

Obligation for State Funded Contracts:

Executive Order 11-116, which supersedes Executive Order 11-02, directs all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

In accordance with Executive Order 11-116, City of Titusville requires all vendors doing business with the City who are awarded state-funded contracts to verify employee eligibility using the E-verify system. It is the responsibility of the awarded vendor to ensure compliance with E-verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (http:// www.uscis.govle-verify) and follow the instructions. The employer must, as usual, retain the 1-9 Forms for inspection.

The forms listed below will be supplied by the successful contractor for approval by the City as to form and use.

SECTION 12

CONTRACTOR FORMS

INDEX

SECTION	12.1	Change Order
	12.2	Certificate of Substantial Completion
	12.3	Pay Estimate
	12.4	Subcontractors Supplier's Certificate
	12.5	Shop Drawing Submittal
	12.6	Field Order
	12.7	Contractors Request for Information
	12.8	Request Proposal for Proposed Change
	12.9	Certificate of Completion

SECTION 13

SUPPLEMENTAL

INDEX

SECTION	13.1	Grant Requirements
	13.2	Auditing
	13.3	Giving Notice
	13.4	Computation of Time
	13.5	General

13.1. Grant Requirements

The parties hereto acknowledge and accept that funding for this project may result from grants, appropriations, loans, etc., secured by the Owner. As such, any stipulations set forth in the grant agreements between the City and the grantor(s) shall be imposed on the Contractor in fulfillment of applicable requirements. The Contractor shall be made fully aware of these requirements prior to beginning the Work and shall be held fully liable once so notified. The City shall evaluate all requirements set forth by the grantors and estimate the impact to the Contractor. Compensable items shall be negotiated and subject to the determination of the Purchasing & Contracting Administrator.

13.2. Auditing

The City reserves the right to audit all fiscal records, payroll records or other pertinent records associated with the performance of this contract.

13.3. Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. Notices to the City shall be posted as follows:

Purchasing & Contracting Administrator
City of Titusville
555 S. Washington Avenue
Titusville, FL 32796

13.4. Computation of Time

a) When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted form the computation.

b) A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

13.5. General

a) Should Owner or Contractor suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or other for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

b) The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by applicable clauses and all of the rights and remedies available to Owner and Engineer thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the contract documents, and the provisions of this paragraph will be as effective as if repeated specifically in the contract documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

CONTRACT & BID FORMS

INDEX

1. Bid Proposal Form
2. Bid Price Sheet
3. Bid Bond
4. Certificate – Contract Execution Authorization
5. Affidavit
6. Performance By Subcontractors
7. Bidder Qualification Questionnaire
8. Florida Trench Safety Act
9. Public Entity Crimes Certification
10. Scrutinized Companies Certificate: Pursuant To Florida Statute § 287.135
11. E-Verify Affidavit
12. Drug-Free Workplace Certification
13. Debarment
14. Certification Regarding EEO
15. Certification of Non-segregated Facilities
16. Form Of Non- Collusion
17. Disclosure Form Foreign Influence
18. Contractor's Final Affidavit and Release Of Lien
19. Performance & Payment Bond
20. Contractor's Release of Lien

PLEASE COMPLETE AND SUBMIT WITH BID

BID PRICE PROPOSAL
(Bid Form)

Project Identification: **BLUE HERON WRF FILTER UPGRADE**

Project Bid No.: **26-B-025/LR**

TO: CITY OF TITUSVILLE:

In accordance with your advertisement inviting bids to be received at City Hall Purchasing & Contracting Division, 555 South Washington Avenue, Titusville, Florida, 32796 this Bid Proposal is submitted for the above captioned project.

NAME OF BIDDER:	DATE:
BUSINESS ADDRESS: PHONE NUMBER: FAX NUMBER: EMAIL ADDRESS:	
BIDDER'S SIGNATURE & TITLE:	
CONTRACTOR'S FLORIDA LICENSE NUMBER (S):	
CITY OF TITUSVILLE BUSINESS TAX RECEIPT NUMBER:	
FEID # _____	**SAMS REGISTRATION** #_____

BIDDER DECLARATION/ACKNOWLEDGEMENT

THIS BID IS SUBMITTED TO THE CITY OF TITUSVILLE (AKA – OWNER):

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the City, in the form provided herein, to perform and furnish all Work specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid Form and the Agreement, and in accordance with the other terms and condition of the Contract Documents and Instructions to Bidders made a binding part of this bid.

2. Bidder accepts all of the terms of the Bidding Documents including without limitation those addressing the disposition of the Bid Bond.

3. This bid will remain open for a period of ninety (90) consecutive calendar days after the date of the bid opening.

4. In submitting this Bid, the Bidder further represents and warrants as follows:
   a. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site conditions, locality, all applicable laws, regulations, jurisdictions, etc., which may affect cost, progress of the Work, performance or furnishing of necessary materials for the Work.
   b. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface of subsurface structures at or contiguous to the site (except Underground facilities) which have been identified in the supplementary conditions as provided for herein. BIDDER accepts determinations set forth hereby to the extent that "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as limited by the provisions associated with the data. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER'S purposes. BIDDER acknowledges that OWNER does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
   c. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and program incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
   d. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
   e. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and date with the Contract Documents.
   f. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by CITY is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
   g. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a farce or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and

BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

h. BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete all work of the PROJECT within the Contract Time specified in the Construction Contract. BIDDER further accepts the provisions of the Construction Contract as to liquidated damages and agrees to pay as liquidated damages the amount stated in the Construction Contract and General Conditions, for each consecutive calendar day completion of the Work is delayed.

Completion Schedule

1) The Project shall be complete in 360_ **consecutive calendar days** from the official Notice to Proceed.

5. All bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.

6. In accordance with Instructions to Bidders, if the Contract is to be awarded, it will be awarded on the basis of the lowest "Total Base Bid" after adjustments for additive or deductive alternates. Additive or deductive alternates (if any) will be considered in determining the lowest responsive, responsible Bidder. The OWNER reserves the right to accept any or all additive or deductive alternates, in his sole discretion, prior to the award of the Contract. The OWNER also reserves the right to delete any portion of the Work as shown in the bid schedule prior to award and adjust each bidder's "Total Bid" accordingly.

7. The documents are attached to and made a condition of this Bid. PLEASE NOTE YOUR ACKNOWLEDGEMENT BY INITIALING IN SPACE PROVIDED ON PAGE 2 BID CHECKLIST.

Having carefully examined the Bid Documents, comprised of the plans, specifications, and all other documents bound herewith and or referenced hereby, any addenda or bulletin as prepared or sanctioned by the City and being familiar with the various conditions affecting the work, the Bidder proposes and agrees, if this Proposal is accepted, to execute all appropriate Contract Documents for the purpose of establishing a formal contractual relationship between him and the City, for the furnishing of all materials and the performance of all Work to which this bid proposal pertains and for which the following total bid is submitted:

SCHEDULE OF BID FORM FOR BLUE HERON WRF FILTER UPGRADE Bid # 26-B-025 LR					
Item	**Description**	**Plan Quantity**	**Unit**	**Unit Price**	**Total Cost**
1	**Moblilization**	1	LS	$	$
2	**Demo / Disposal of Existing Filter Equipment**	1	LS	$	$
3	**Existing Filter Basin Modifications**	1	LS	$	$
4	**Filter Equipment & Installation**	1	LS	$	$
5	**Alum canopy**	1	LS	$	$
6	**Weir Gates**	1	LS	$	$
7	**Miscellaneous Metals**	1	LS	$	$
8	**Electrical / I&C**	1	LS	$	$
9	**Restoration**	1	LS	$	$
10	**As-Built Survey**	1	LS	$	$
				BASE BID TOTAL	**$**

Bidder proposes to do the Work for the above Bid for (words)

_____

_____ **($).**

THE ABOVE BID QUANTITIES ARE THE CITY'S ESTIMATED REQUIREMENTS AND WILL BE USED SOLELY FOR BID EVALUATION AND CONTRACT AWARD PURPOSES. THESE QUANTITIES DO NOT CONSTITUTE A GUARANTEE OF WORK OR INTENT THEREOF. THE CITY DOES NOT REPRESENT THAT THE ACTUAL QUANTITIES OF WORK PERFORMED WILL CORRESPOND WITH THE ABOVE BID QUANTITIES. FURTHERMORE, THE CONTRACTOR SHALL NOT PLEAD MISUNDERSTANDING OR DECEPTION BECAUSE OF QUANTITIES OR OF THE CHARACTER, LOCATION OR OTHER CONDITIONS PERTAINING TO THE WORK.

CONTRACTOR AGREES THAT PAYMENTS, FOR SATISFACTORY WORK PERFORMED, WILL BE BASED ON THE ACTUAL QUANTITIES OF WORK INSTALLED, AND THE ACTUAL QUANTITIES MAY BE GREATER THAN OR LESS THAN THE ABOVE BID QUANTITIES.

CONTRACTOR'S BID PRICES SHALL INCLUDE ALL SUPERVISION, LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, ADMINISTRATION, OVERHEAD AND PROFIT, AND ANY OTHER

INCIDENTALS REQUIRED TO COMPLETE THE WORK TO THE CITY'S SATISFACTION AND READY FOR USE. NO SEPARATE PAYMENT WILL BE MADE FOR ANY OTHER ITEMS, REQUIRED TO BE PERFORMED BY THE CONTRACTOR TO COMPLETE THE WORK, WHICH ARE NOT CONTAINED IN THE ABOVE BID SCHEDULE. ACCORDINGLY, THE CONTRACTOR MUST INCLUDE ALL THE COSTS, FOR THE WORK AND THE SERVICES REQUIRED TO BE PERFORMED OR PROVIDED BY THE CONTRACTOR, IN THE CONTRACTOR'S BID PRICES FOR THE PAY ITEMS CONTAINED ABOVE.

THE FOLLOWING ITEMS AND THE COST OF SUCH WORK ARE SOME EXAMPLES OF WORK FOR WHICH NO PAY ITEMS HAVE BEEN ESTABLISHED AND CONSEQUENTLY THE CONTRACTOR MUST INCLUDE SUCH COSTS IN THE ABOVE BID ITEMS:

1. Maintaining and supporting existing above ground and below ground utility structures,
2. All other General Conditions including insurance, bonding, providing proper safety and sanitary facilities for workers, etc.
3. Any other required work or service not included in the Schedule of Bid Items.

The City reserves the right to award the contract to either the firm that submits the lowest "Bid Total Price" or the firm that submits the lowest bid price resulting from adding unit prices, provided that said bid is both responsive and responsible.

COMPANY NAME AND ADDRESS:	PHONE #_____ FAX #_____ E-MAIL: _____ FEIN #_____ DUNS# _____ SAMS #_____
AUTHORIZED SIGNATURE: _____ PRINTED SIGNATURE: _____ TITLE: _____	
DATE SIGNED:	

BID SECURITY

Accompanying this Proposal is a five percent (5%) **(circle one)** Certified Check, Bid Bond, Cashier's Check in the amount of Dollars ($_____) as bid security.

***Use City Bond Form**

PLEASE COMPLETE AND SUBMIT WITH BID

STATE OF FLORIDA)
COUNTY OF BREVARD) **BID BOND**
CITY OF TITUSVILLE)

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, and _____as Surety, are held and firmly bound unto the City of Titusville, in the penal sum of _____ _____(Dollars) ($_____), lawful money of the United States of America, for the payment of which sum well and truly be made, we bid ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid dated _____, for:

_____

_____

NOW THEREFORE,

(a) The principal shall not withdraw said bid within ninety (90) days after date of opening the same, and shall within twenty (20) days after the prescribed forms are presented to him for signature, enter into a written contract with the City, in accordance with the proposal as accepted, and five bonds with good and sufficient surety or sureties, as required, for the faithful performance and proper fulfillment of such contract: and,

(b) In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give bond within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, other wise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals, this _____ day of _____, _____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:

If Sole Ownership or Partnership, one (1) Witness is required. If Corporation, Secretary only will attest & affix seal.)

_____

_____

_____

Surety Secretary

PRINCIPAL:

_____

(Name of Firm)

Affix Seal

_____

(Signature of Authorized Officer)

_____

(Title)

_____

(Business Address)

_____

(City) (State) (zip)

SURETY:

_____

(Corporate Surety)

Affix Seal

_____

(Signature of Authorized Officer)

_____

(Title)

_____

(Business Address)

_____

(City) (State) (zip)

_____

(Name of Local Insurance Agency)

_____

(Address)

The rate of premium on this bond is _____ per thousand.

Total amount of premium charges _____ .

(The above must be filled in by Corporate Surety.)

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond, that _____ who signed the said bond on behalf of _____the principal, was then _____of said corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and on behalf of said corporation by authority of its governing body.

(Corporate_____(Seal)
Secretary

STATE OF FLORIDA)
COUNTY OF BREVARD)
CITY OF TITUSVILLE)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared: _____ to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the _____, and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Titusville, Florida.

Subscribed and sworn to before me this _____ day of _____, _____,

INSTRUCTIONS: Bid Bonds must be accompanied by an affidavit and a Power of Attorney, in compliance with Instructions to Bidders.

_____
Notary Public

_____
My Commission Expires

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATE

I HEREBY CERTIFY that a meeting of the Board of directors of _____, corporation under the laws of the State of _____ held on the _____ day of _____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ (title) of the corporation, is hereby authorized to execute the contract _____ day of _____, _____, between the CITY OF TITUSVILLE, a municipal corporation, and this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed shall be the official act and deed of this corporation."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____ day of _____, _____.

_____
Secretary

Notary Public Information

STATE OF_____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____, _____ , by _____.
(year) (name of person acknowledging).

_____ _____
(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

PLEASE COMPLETE AND SUBMIT WITH BID

STATE OF FLORIDA)
COUNTY OF BREVARD) **AFFIDAVIT**
CITY OF TITUSVILLE)

Before me, the undersigned authority, personally appeared_____

who, first being duly sworn, upon his oath deposes and says:

That he is the (contractor) (sub-contractor) on the following described public works:

JOB DESCRIPTION: _____

CONTRACTOR (SUBCONTRACTOR): _____

ADDRESS:

_____

CONTRACTING AUTHORITY: _____
PREVAILING WAGE DETERMINATION NO.: (as applicable) _____

AND FURTHER AFFIANT SAYETH NOT.

_____

Sworn to and subscribed before me this _____ day of _____, 20_____.

_____
Notary Public, State of ___ at Large

_____
My Commission Expires

The contractor shall execute and mail this affidavit to the Florida Department of Commerce, Bureau of Workers' Compensation, Ashley Building, 1321 Executive Center Drive, East, Tallahassee, FL 32301, within ten (10) days of the commencement of work. Copies should be forwarded to the office of the Purchasing & Contracting Administrator.

PLEASE COMPLETE AND SUBMIT WITH BID

PERFORMANCE OF WORK BY SUBCONTRACTORS

The BIDDER hereby states that he proposes, if awarded the Contract, to use the following subcontractors on this project: List below all proposed subcontractors and trade specialties and costs. (List only one subcontractor for each item.) Write on back or provide additional pages if additional space is needed.

NAME OF SUBCONTRACTOR	TRADE OF SUBCONTRACTOR	COST OF WORK

TOTAL: _____

PLEASE COMPLETE AND SUBMIT WITH BID

REFERENCE FORM BIDDER QUALIFICATION QUESTIONNAIRE

Submitted by _____
Name of Bidder

Contractor's License #_____
( ) An Individual ( ) A Partnership ( ) A Corporation

Federal Identification #_____

Principal Office Address:_____

_____

City of Titusville □Yes or □No: Other (City/County/Etc.) _____

Please answer the following:

1. Number of years your firm/company has been in business under present name: ____ years.
2. Is your company incorporated in the State of Florida? _____ Yes _____ No
3. Headquarter address if different from business address_____
4. How many years' experience in water reclamation filter projects similar in scope and size has your organization had

   As a Contractor?_____Years As a Subcontractor?_____years
5. List below (minimum 3/maximum 5) the requested information concerning projects your organization demonstrating years of experience for completed fuel site new and/or replacement projects. (Use additional sheets if necessary). Include the type of work similar to the work included in this contract if possible.

(A) Business/Organization (Nam): _____

Address: _____

Contact Person (Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

_____

(B) Business/Organization (Name): _____

Address: _____

Contact Person (Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

_____

(C) Business/Organization (Name): _____

Address: _____

Contact Person (Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

_____

(D) Business/Organization (Name): _____

Address: _____

Contact Person (Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

_____

(E) Business/Organization (Name): _____

Address: _____

Contact Person (Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

_____

6. Have you ever failed to complete any work awarded to you? If so, where, and why?

_____

_____

7. Give below any information which would indicate the size and capacity of your organization, including number of employees, equipment owned by your organization, etc., which are available for utilization on this Contract._____

I, the undersigned, do hereby declare that the foregoing statements are true and correct, all as of the date hereinafter set forth, and that those examining this document have my permission to contact any or all of those parties listed in this questionnaire. Incorrect or misleading statements in this questionnaire shall be grounds for a determination of non-responsibility with respect to such contractor.

(SIGNATURE OF BIDDER)

(TYPE OR PRINT COMPANY NAME)

(TYPE OR PRINT ADDRESS)

PLEASE COMPLETE AND SUBMIT WITH BID

FLORIDA TRENCH SAFETY ACT
CERTIFICATION AND DISCLOSURE STATEMENT

The undersigned acknowledges the requirements of the Florida Trench Safety Act., F.S., (Section 553.60 et. seq. Florida statutes), and hereby commits the Bidder to the following in the performance of the work in the event that the subject contract is awarded to and executed by said Bidder.

1. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State Standard until such time as the State of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.

2. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.

3. The Contractor shall consider the geotechnical data available from the City, if any, the Contractor's own sources, and all other relevant information in providing the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibility for the selection of the data on which he relies in providing the safety system, as well as for the system itself.

4. The amounts that the Bidder has set forth for pipe installation includes the following excavation / trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit prices shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Contract time or price shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
a.				
b.				
c.				
d.				
e.				

For Information Only, Not for Payment Purposes $
Bidder may use additional sheets as necessary to extend this form.
Failure to complete the above may result in the bid being declared non-responsive.

5. The amount disclosed is the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as may otherwise be provided).

6. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representative has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

_____
Company

_____
Name and Title

Address:

_____

_____

_____

Telephone:(____)_____

END OF FLORIDA TRENCH SAFETY ACT STATEMENT

PLEASE COMPLETE AND SUBMIT WITH BID

PUBLIC ENTITY CRIMES

Any person submitting a bid, Bid or reply in response to this invitation or a contract, must execute the enclosed form PUR. 7069, sworn statement under section 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid, or proposal. If you are submitting a quote, bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy(ies) of the form are executed by them and are included with your quote, bid, or proposal. Corrections to the form will not be allowed after the quote, bid, or Bid opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or Bid may result in immediate disqualification of your bid or proposal.

The 1989 Florida Legislature passed Senate Bill 458 creating Sections 287.132 - 133, Florida Statutes, effective July 1, 1989. Section 287.132(3)(d), Florida Statutes, requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Section 287.133, Florida Statutes, as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

A public entity may not accept any bid, Bid or reply from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes.

Therefore, effective October 1, 1990, prior to entering into a contract (formal contract or purchase order in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO) to provide goods or services to **THE CITY OF TITUSVILLE**, a person shall file a sworn statement with the contracting officer or Purchasing Director, as applicable. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

THE INCLUSION OF THE SWORN STATEMENT OR AFFIDAVIT SHALL BE SUBMITTED CONCURRENTLY WITH YOUR BID, BID OR REPLY DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE, BID OR BID.

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON **PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the _____. Bid/Bid for THE CITY OF TITUSVILLE.

2. This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification (FEIN) is _____.

3. My name is _____ (please print name of individual signing) and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, Bid, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

(1) A predecessor or successor of a person convicted of a public entity crime; or

(2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____
(Signature)

Date: _____

Notary Public Information

STATE OF_____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____, _____ , by _____.
(year) (name of person acknowledging).

_____ _____
(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public - State of Florida)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

PLEASE COMPLETE AND SUBMIT WITH BID

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Affiant, by virtue of the signature below, certifies that:

1. The Business address of _____ (name of bidder or contractor) is_____.
2. My relationship to _____ (name of bidder or contractor) is_____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. _____ (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. _____ (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. _____ (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

_____

Signature Printed Name Title Name of bidder or contractor

Notary Public Information

STATE OF_____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____, _____ , by _____.
(year) (name of person acknowledging).

_____ _____

(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public -)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

PLEASE COMPLETE AND SUBMIT WITH BID

City of Titusville
E-Verify Affidavit

Obligation for State Funded Contracts:

Executive Order 11-116, which supersedes Executive Order 11-02, directs all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

In accordance with Executive Order 11-116, City of Titusville requires all vendors doing business with the City who are awarded state-funded contracts to verify employee eligibility using the E-Verify system. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (http:// www.uscis.govle-verify) and follow the instructions. The employer must, as usual, retain the 1-9 Forms for inspection.

By affixing your signature below, you hereby affirm that you will comply with E-Verify requirements.

Federal Employer Identification Number (FEIN): _____

_____ _____ _____
Printed Name of Affiant Printed Title of Affiant Signature of Affiant

_____ _____
Name of Contractor Date

_____ _____ _____
Address of Contractor State Zip Code

Notary Public Information

STATE OF_____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____, _____ , by _____.
(year) (name of person acknowledging).

_____ _____
(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public -)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

PLEASE COMPLETE AND SUBMIT WITH BID

DRUG-FREE WORKPLACE CERTIFICATION

In case of tie bids, preference must be given to vendors submitting a certification with their bid/ Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your bid.

In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph. (4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Contractor complies fully with the above requirements.

_____

Vendor's Signature, Title, Date

Notary Public Information

STATE OF_____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____, _____ , by _____.

(year) (name of person acknowledging).

_____ _____

(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public -)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Contractor Covered Transactions

(1) The prospective contractor _____ of the City of Titusville, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR: _____

Signature

Name and Title

_____

Street Address

_____

_____

City, State, Zip

Date

CITY OF TITUSVILLE: _____

Contract Number

PLEASE COMPLETE AND SUBMIT WITH BID

CERTIFICATION OF BIDDER
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective Consultant, or any of their proposed subconsultants, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

1. Bidder has participated in a previous contract or subconsultant subject to the Equal Opportunity Clause.

   _____ Yes _____No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

   _____ Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions.

   _____ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? _____Yes _____No

_____

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE DATE

PLEASE COMPLETE AND SUBMIT WITH BID

FORM OF NON-COLLUSION AFFIDAVIT

(This Afffdavit is Part of Bid)

BID CERTIFICATION FORM OF NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of Bid) STATE OF _____)

) SS.

COUNTY OF_____)

~~being first duly sworn, deposes and says that he is~~ _____

_____(Sole owner, a Partner, President, Secretary, etc.)_____

of

the party making the foregoing Bid or Bid that such Bid is genuine and not collusive or sham; that said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with any BIDDER or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other BIDDER, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other BIDDER, or to secure any advantage against CITY any person interested in the proposed Contract; and that all statements in said Bid or Bid are true; and further, that such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or date relative thereto to any association or to any member or agent thereof.

_____

(Bidder)

Notary Public Information

STATE OF_____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____, _____ , by _____.
(year) (name of person acknowledging).

_____ _____

(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public -)

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

PLEASE COMPLETE AND SUBMIT WITH BID

DISCLOSURE FORM
FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF $100,000 OR MORE

Summary of Form: In order for the City to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the City, or receive a grant from the City, where said contract or grant has a value of $100,000 or more must disclose to the City (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as 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 Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one 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. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER $100,000. If yes, this disclosure form has been completed. Please sign and date at the bottom.

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER $100,000. If yes, proceed to the next question.

YES / NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

SECTION II. Please answer yes or no to the statement below:

YES / NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as 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 Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a

value of $50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.

YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: _____

Name of Bidder/Grantee: _____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: _____

Date of Termination of the contract or interest with the Foreign Country of Concern:

Date of Receipt of the Contract/Grant or Gift: _____

Name of the agent or controlled entity that is the source or interest holder:

_____

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Company Name _____

Signature:_____ Date:

Title:_____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online notarization, this _____ day of_ , _____ , by (name of person making statement).

[Notary Seal]

Notary Public

_____

Name typed, printed or stamped

_____

My Commission Expires:

_____

Personally Known OR _____ Produced Identification

Type of Identification Produced_____

Date

_____

EIN of Prospective Contractor – print/type

_____

***Use City Form once Project Awarded-ONLY**

PERFORMANCE & PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That _____ as Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the City of Titusville, hereinafter called Owner, in the amount of _____ (Dollars) ($_____) for the payment whereof the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated this _____ day of _____ , _____, entered into a contract with the Owner for:

_____

_____ a copy of which said Contract is incorporated herein by reference and is made part hereof as if fully copied here.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Contractor shall indemnify the Owner against and from all costs, expenses, damages, injury or conduct, want of care of skill, negligence or default, including patent infringement on the part of said Principal, agents or employees in the execution or performance of said Contract, in the time and manner prescribed in the Contract. If such Contractor(s) shall promptly make payments to all persons supplying him, them, or it, labor, material and supplies used directly or indirectly by said Contractor(s), Subcontractor(s) in the performance of the work provided for in said Contract as prescribed by Florida Statutes Sections 224.05 or 713.01/713.23, whichever is applicable to this contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect and the Principal and the Surety jointly and severally agree to pay the Owner any difference between the amount to which the said Principal would be entitled on the completion of the Contract, and that amount which the Owner may be obligated to pay for the completion of the Contract, and that amount which the Owner may be obligated to pay for the completion of said work by Contract or otherwise, and any damages, direct or indirect or consequential, which the Owner may sustain due to such work, or due to the failure of the Contractor to properly execute and keep all the provisions of the Contract.

Contractor agrees to indemnify Owner and Owner's representatives, agents, and employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees,

because of any injury or damage sustained by any person or property because of the said Contractor's operations relating to this Contract; or because of or in consequence of any neglect causing bodily injury, illness, or death, or property damage; or through the use of unacceptable materials in constructing the work; or because of any act or omission by said Contractor or that of a Subcontractor, or anyone employed by them; or because of any claims or amounts or for whose acts Contractor or a Subcontractor may be liable; recovered from any infringement or patent, trademark or copyright; or from any claims or amounts arising or recovered under Workers Compensation Law or any other laws. Should the Contractor not have adequate insurance coverage and the Purchasing & Contracting Administrator deem it necessary, the amount in questions may be retained from the amount due the Contractor under his Contract, or in case no money is due, his surety may be held until such suits, actions, injuries, or claims for damages shall have been settled and evidence to that effect furnished to the Purchasing & Contracting Administrator.

The condition of this obligation is such that said Principal & Surety further bind themselves, their heirs, successors, executors, administrators or assigns, jointly and severally, that if they fail to pay for any materials, provisions, or other supplies, for or about the performance of the work contracted to be done- or for any work or labor of any kind, or for amounts due, the surety on this bond will pay for the same, in an amount not exceeding the sum specified in this bond, and in case suit is brought upon this bond will also pay a reasonable attorney's fee, or agrees to pay the Owner any sum which the Owner may be compelled to pay because of any lien for labor or material furnished for the work specified by said Contract.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

SIGNED AND SEALED THIS _____ day of _____, _____.

WITNESS:

Name

Address

PRINCIPAL:

Name of Firm

Signature of Authorized Officer

Title

Business Address

City/State/Zip

WITNESS:	SURETY:
Name	Name of Firm
Address	Signature of Authorized Officer
	Title
	Business Address
	City/State/Zip
	Name of Local Agent
	Contractor's Director of Finance

APPROVED AS TO FORM:	ADMINISTRATIVE REVIEW:
_____	_____
City Attorney	Purchasing & Contracting Admin.

NOTE: If you do not intend to bid on this requirement, please return this form to:

City of Titusville Purchasing and Contracts
555 S Washington Ave
Titusville, FL 32781

We the undersigned have declined to bid on your Bid No. _____ for the following reason(s):

_____ Specifications too "restrictive," i.e., geared toward one brand or manufacturer only (please specify below)
_____ Insufficient time to respond to the Invitation to Bid

_____ We do not offer this commodity/service or equivalent

_____ Our product schedule would not permit us to perform

_____ Specifications unclear (please specify below)

_____ Unable to meet bond or insurance requirements

_____ Remove our company from Vendor database for this commodity/service

_____ Other (please specify below)

Remarks:_____

_____

_____

_____

PLEASE PRINT COMPANY NAME:
COMPANY ADDRESS:
TELEPHONE NUMBER:
PRINTED SIGNATURE:
AUTHORIZED SIGNATURE:

STATE OF FLORIDA)
COUNTY OF BREVARD)

CONTRACTOR'S FINAL AFFIDAVIT AND RELEASE OF LIEN

Before me, the undersigned authority, personally appeared _____

who, first being duly sworn, upon his oath deposes and says that:

1) He is _____
(Title of Officer)

of _____
(Name of Company)

doing business in the State of Florida, hereinafter called Contractor.

2) Contractor pursuant to a Contract dated _____, hereinafter referred to as Contractor, with City of Titusville, Florida, hereinafter referred to as Owner, has heretofore furnished or caused to be furnished labor, material and services for the construction of certain improvements as more particularly set forth in said Contract.

3) Contractor represents that all work to be performed under the aforesaid Contract has been fully completed and that all persons and firms who furnished material, labor and/or services incident to the completion of said work have been paid in full except to the following:

NAME ADDRESS AMOUNT DUE

_____

(Write in "None" if all persons and firms have been paid in full)

4) The undersigned affiant for and in consideration of final payment to him in the amount of $_____, and all other previous payments paid by Owner to Contractor, does hereby for and in behalf of the Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises owned by Owner on which improvements have been completed in connection with the aforementioned Contract.

5) The affiant herein does hereby represent that he has authority to execute a full and final Release of Lien for and in behalf of the contractor as set forth above.

6) The affiant herein makes this Affidavit and Release of Lien for the express purpose of inducing Owner to make final disbursement and payment to the Contractor in the amount of $_____.

7) This Affidavit and Release of Lien is made by affiant with full knowledge of the applicable laws of the State of Florida. In addition to such rights as maybe afforded to Owner under said applicable laws, affiant expressly agrees to indemnify and save Owner harmless from any and all

actual costs and expenses, including reasonable attorney's fees, arising out of claims by laborers, subcontractors or materialmen who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the work performed under the aforementioned contract.

Name of Corporation_____

By: _____
President

(Corporate Seal)

Attest:

Name of Corporation _____

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public
State of Florida at Large

My Commission Expires: _____

City of Titusville

Safety Requirements for Contractors

Purpose

The Safety Requirements for Contractors and Subcontractors is intended to assure the safety of City of Titusville employees and the public who may be in proximity to renovation, demolition, installation, or maintenance operations conducted by Contractors or Subcontractors. Every Contractor is expected to take steps as necessary to protect the safety and health of City employees, visitors and the public during the performance of their work. Each Contractor that coordinates the work of Subcontractors shall assure that they abide by the requirements outlined herein.

Application

Each department that coordinates or uses the services of a Contractor to perform maintenance, repair, installation, renovation or construction-related operations is expected to designate one or more persons to coordinate this program within his or her department. These Project Managers or Project Coordinators will assure that the Contractor is:

- Informed of the presence of hazards in or near the work area.
- Informed about requirements related to asbestos, lead, confined space entry, lockout/tagout, hot work, maintenance of traffic and excavation operations.
- Aware of the City's expectations regarding safety compliance and the control of worksite hazards.

Scope

This program applies to all City of Titusville projects, and to all work performed by Contractors or Subcontractors on City of Titusville properties

General Requirements

A copy of this document shall be made available upon request to prospective bidders/offerors at the pre-bid/pre-proposal conferences for the work. This document shall be either included with, or referenced in, the contract documents.
Submittals, where required from the Contractor by this document, shall be made in writing directly to the Purchasing and Contracting Division and copied to the Project Manager/Coordinator. Submittals shall be made sufficiently in advance to avoid delay of the project.

Where review, approval, or coordination of submittals is required, submittals shall be made at least ten (10) working days prior to the start of the project unless prior arrangements have been made. Post-job submittals, where required as outlined in this document, shall be made no later than fifteen (15) working days after completion of the project or as specified herein.

The Contractor shall provide the Project Manager/Coordinator with emergency contact phone number(s), usable 24 hours a day, for the Contractor's representative.

The Contractor bears sole responsibility for the safety of his or her employees. The Contractor is expected to take all steps necessary to establish, administer, and enforce safety rules that will meet

the current requirements of the Occupational Safety and Health Administration (OSHA) and any other state or local standards, regulations or codes. These regulations include, but are not limited to:

- Title 29 of the Code of Federal Regulations (CFR) Parts 1910, Occupational Safety and Health Administration (OSHA) Standards for General Industry,
- Title 29 of the Code of Federal Regulations (CFR) Parts 1926, Occupational Safety and Health Administration (OSHA) Standards for the Construction Industry.

The Contractor bears sole responsibility for communication of safety-related information and requirements to his or her Subcontractors. The Contractor shall assure that his or her Subcontractors comply with the requirements outlined herein.

Control of Fugitive Emissions

The Contractor shall take all necessary precautions to control or contain fugitive emissions from the job site. Fugitive emissions include, but are not limited to:

- Nuisance dust,
- Chemical odors/vapors,
- Hazardous materials (such as lead dust or asbestos), and
- Noise.

Where the product(s) or material(s) to be used by the Contractor has a permissible exposure limit (PEL) established by OSHA, the contractor shall submit a written plan to the Project Manager/Coordinator prior to the work. This plan shall detail the methods that will be employed by the Contractor to limit, control or eliminate exposure of City employees or the public to these hazards. Where engineering controls will not control fugitive emissions of these chemicals or materials or are not feasible, the contractor shall monitor, or shall contract to have monitored, work area exposure conditions. Monitoring shall occur, at a minimum, during the start of work and whenever there is a change in procedure, process, or chemical or material used. A copy of the monitoring results shall be submitted to the Project Manager/Coordinator within 24-hours of receipt by the Contractor.

Accidental Spills and Releases

In the event of an accidental release or spill of chemicals or other hazardous materials the Contractor shall:

- Immediately take action as appropriate to contain the spill if this action can be taken without jeopardizing the health or safety of employees,
- Notify the fire department, or other entities as needed or required,
- Contact Human Resources Risk Manager at 321-567-3730, and
- Contact the Project Manager/Coordinator.

All costs associated with responding to or remediation of a chemical or hazardous material spill or release is the responsibility of the Contractor.

Other Potential Safety Hazards

The Contractor shall abide by the requirements of any sign posted in a building that requires the use of specific personal protective equipment, that restricts access to qualified or authorized persons only, or that establishes requirements for entry.

The Contractor shall abide by all safety rules and procedures, including training, as noted on the plans and specifications relating to work in areas that may be contaminated with arsenic.

Asbestos and Suspect Asbestos Containing Materials

It will be the responsibility of the Contractor to provide his or her own asbestos awareness program which shall include, but is not limited to, the information contained in this section and the OSHA asbestos-related regulations (29 CFR 1926.1101). Verification that this training has been conducted shall be supplied to the City upon request.

Contractors employed by the City to perform building or facilities-related maintenance, repair or renovation shall be informed by the Project Manager/ Coordinator of the location of suspect and known asbestos-containing materials (ACM) in the work area(s) to which they are assigned by one of the following means:

- The Project Manager/Coordinator shall provide the Contractor with a copy of an asbestos inspection report specific to their work and the materials that are to be disturbed, or
- Where the construction documents for a project clearly detail asbestos locations within the work area, these documents may serve in lieu of the inspection report.

An asbestos inspection report may, at the discretion of the Purchasing and Contracting Division, be prepared by an asbestos contractor licensed in Florida to perform the duties of Asbestos Inspector and Asbestos Management Planner.
Contractors shall, under no circumstances, damage or disturb suspect or known ACM unless they are a licensed Asbestos Abatement Contractor and have been specifically employed to perform asbestos repair or removal. If suspect asbestos materials are discovered during the course of the work, the Contractor shall stop work immediately and notify the Project Manager/Coordinator.
The Contractor shall not proceed with any change in work which requires a material to be disturbed that the asbestos inspection report, or construction documents show has not previously been tested (e.g. "suspect" ACM). If a change in the scope of work becomes necessary, the revised scope of work shall be reviewed and pre-approved by an authorized person.
Asbestos materials may not be used or installed in any City facilities.

Lead-containing Materials

Contractors employed by the City to perform building or facilities-related maintenance, repair or renovation shall be informed by the Project Manager/Coordinator of the location of lead-containing building materials in the work area(s) to which they are assigned by one of the following means:

- The Project Manager/Coordinator shall provide the Contractor with a copy of a lead inspection report specific to their work and the materials that are to be disturbed, or
- Where the construction documents for a project clearly detail the location of lead-containing materials within the work area, these documents may serve in lieu of the inspection report.

A lead inspection report may, at the discretion of the Purchasing and Contracting Division, be prepared by a lead contractor licensed in Florida to perform the duties of Lead Inspector.

Contractors that will disturb lead-containing building materials during the course of the work shall take all necessary precautions to protect City employees, and the public from exposure to lead dust or contamination. These measures shall conform, at a minimum, to the OSHA requirements detailed

in 29 CFR 1926.62 and applicable local, state and federal regulations. The Contractor shall submit a copy of his or her lead compliance program, as required by 29 CFR 1926.62(e), with required supporting documentation for prior review and approval. This submittal shall be made sufficiently in advance of construction to avoid delay of the project.
A copy of the analytical report(s) for any personal air samples taken during the course of the work shall be provided to the City.
The Contractor shall not proceed with any change in work that requires a material be disturbed that the lead inspection report, or construction documents shows has not previously been tested unless pre-approved work procedures will be followed.
Where lead-containing materials will be disturbed or removed during the course of work, the Project Manager/Coordinator shall determine disposal requirements. If the lead-containing materials will constitute a hazardous waste, disposal of these materials shall be in accordance with applicable local, state and federal requirements. The disposal requirements must be established during the design of the project.

Confined Spaces

When the Contractor must perform work that involves entry into a permit-required confined space, the Project Manager/Coordinator shall:

- Inform the Contractor that the workplace contains permit spaces and that permit space entry is allowed only through compliance with a permit space program meeting the requirements set forth by OSHA (1910.146).

- Apprise the Contractor of the elements, including the hazard(s) identified and the City's experience with the space that make it a permit-required confined space.

- Apprise the Contractor of any precautions or procedures that the City has implemented for the protection of City employees in or near permit spaces where contractor personnel will be working.

- Coordinate entry operations with the Contractor when both City personnel and contractor personnel will be working in or near permit spaces.

- Debrief the Contractor at the conclusion of the entry operations regarding the permit space program followed and any hazards confronted or created in permit spaces during entry operations.

- Provide a copy of the City of Titusville's Confined Space Entry Program to the Contractor upon request.

Information on City's Confined Space Entry Program and information on specific confined spaces on City of Titusville properties may be obtained by contacting the Water Resources Safety Coordinator at 321-567-3855.

Each Contractor who is retained to perform work that will require permit space entry operations shall:
- Coordinate entry operations with the Project Manager/Coordinator when both the Contractor and City personnel will be working in or near permit spaces,
- Inform the Project Manager/Coordinator in writing of the permit space program the Contractor will follow, including written certifications for Entry Supervisors, Attendants or Entrants.

- Inform the Project Manager/Coordinator of any hazards confronted or created in permit spaces during entry operations.
- Provide a copy of the Contractor's Confined Space Program to the City upon request.
- Inform the Project Manager/Coordinator in writing of the rescue services/team they will be using during permit entry.
- Provide a copy of the canceled permit(s) to the Project Manager/Coordinator and Water Resources Safety Coordinator at the conclusion of entry operations.

Hazard Communication

Chemicals are used at City of Titusville facilities. Chemical use is routine in, but is not limited to, the following areas or locations:

- Laboratories.
- Fume hood exhausts on the roofs of laboratory buildings. (In general, signs have been posted on the roof access hatch or door restricting access to the roofs of buildings where fume hood exhausts are located).
- Chemical stock rooms.
- Chemical waste accumulation areas.
- Water Production and Reclamation Facilities
- Paint and chemical storage areas.
- Maintenance Facilities.

The Project Manager/Coordinator shall inform the Contractor of the following:

- Known hazards and any required safety procedures that must be followed in the Contractor's work area.
- Method for obtaining access to Material Safety Data Sheets (MSDS) for hazardous chemicals present in the Contractor's work area.
- Information about the labeling system used in the work area.
- Emergency procedures that the Contractor is to follow in the event of accidental exposures or releases of hazardous chemicals.

MSDS are required to be maintained and to be accessible to employees in each work area, and MSDS for all chemicals may be obtained from the Human Resources Risk Manager.

The Contractor shall maintain, on-site, MSDS for all hazardous chemicals used or stored at that job site. Copies of MSDS shall be provided to the Project Manager/Coordinator by the Contractor prior to start of work.

The Contractor shall take precautions to ensure hazardous chemicals or materials are handled and disposed of in accordance with federal and state regulations. Where a hazardous waste disposal manifest is required by these regulations, the Contractor shall Project Manager/Coordinator to assure that manifesting; storage, and the proposed disposal method and disposal site meet requirements. The Contractor shall supply a copy of the completed waste manifest to the Project Manager/Coordinator within 24-hours of receipt.

Where the Contractor has secured air samples documenting employee exposure to airborne chemical or particulate hazards during the course of their work, a copy of all air samples results shall be provided to the Project Manager/Coordinator within 24-hours of receipt by the Contractor.

Electrical Safety and Lockout/Tagout

The Project Manager/Coordinator shall inform the Contractor of City of Titusville lockout/ tagout procedures.

The Contractor shall ensure that his/her personnel understand the City's energy control procedures and comply with the requirements of the City's lockout/tagout program.

A copy of the City's Electrical Safety and Energy Control Policy programs shall be provided to the Contractor upon request. If the Contractor will be using their own lockout/tagout procedure, the Project Manager/Coordinator shall ensure that City personnel in the work area understand the Contractor's control procedures and that they comply with the requirements of the Contractors' program. A copy of the Contractor's electrical safety and lockout/tagout programs shall be made and provided to the City before commencement of work.

Trenching and Excavations

The Contractor shall coordinate trenching and excavation work with the Project Manager/Coordinator, and Sunshine One Call (by dialing 811) to assure the coordination of work and shutdown of utilities if necessary.

The design of sloping and benching systems, support systems, shield systems or other protective systems shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926 Subpart P.

Trenching or excavations below the level of the base or footing of any foundation or retaining wall, or adjacent to any utility, sidewalk or roadway, will not be permitted unless:

- A support system, such as underpinning, is provided to ensure the safety of employees and the stability of the structure, or
- The excavation is in stable rock, or
- A registered professional engineer has approved the determination that the structure is sufficiently removed from the excavation so as to be unaffected by the excavation activity, or
- A registered professional engineer has approved the determination that such excavation work will not pose a hazard to employees or the structure.

This determination is the responsibility of the Contractor except as permitted, required or otherwise allowed by the project specifications or drawings.
The Contractor shall notify the Project Manager/Coordinator of the name of the individual that is to serve as the Contractor's competent person as defined by this program and the OSHA regulations. The Contractor's designated competent person shall maintain a written log of the daily inspections made of excavations, adjacent areas, and protective systems. A copy of this written log shall be made available to the City upon request. Where the design of a sloping and benching system, support system, shield systems or other protective systems requires review and approval by a registered professional engineer, the Contractor shall submit a copy of the completed review to the Project Manager/Coordinator prior to start of work.

Fall Protection

Fall protection may be needed in work involving ramps, runways, and other walkways; excavations; hoists; holes; form work and reinforcing steel; leading edges; unprotected sides and edges; overhand bricklaying and related activities; roofing; pre-cast concrete erection; wall openings; scaffolds; ladders; and other walking/working surfaces, in accordance with 29 CFR 1926 Subpart M. Protect employees working 6 feet (1.8 meters) or more above a lower level and those who may fall into dangerous equipment. Typical fall protection systems include controlled access zones, guardrails, fences, covers, safety nets, and personal fall arrests.

For work conducted for the City of Titusville in which fall hazards are present, use employees trained on how to recognize and minimize fall hazards and how to properly use fall protection systems and equipment. MAKE DOCUMENTATION OF TRAINING AVAILABLE to the City upon request.

Hoists and Cranes

Designate a competent person who will inspect all machinery and equipment prior to each use, and during use, to make sure it is in safe operating condition. Repair deficiencies and replace defective parts before continued use. Install barricades to prevent injury to employees or passers-by (Reference 29 CFR 1926, Subpart N).

Do not exceed safe working loads. Take precautions to prevent physical contact with power lines either by maintaining adequate distance, use of insulating barriers, or de-energizing of power lines, as appropriate.

Properly anchor equipment and do not use roofs or walls for a supporting brace.

Hot Work

Contractors performing hot work shall maintain a Hot Work Permit Program complying with the OSHA requirements found in 29 CFR 1926.352, ANSI Z49.1-88 and NFPA 51B. Examples of hot work include, but are not limited to, use of open flames, compressed gases or supplied fuel burning, brazing, cutting, grinding, soldering, thawing pipe, torch applied roofing, and welding. A copy of the canceled permit(s) shall be provided to the Project Manager/Coordinator after completion of the work.

Work Area Traffic Control

An approved traffic control plan is required in accordance with the Florida Department of Transportation and the Manual of Uniform Traffic Control Devices, Part VI, and Plans and Specifications. Use and submittal of the FDOT Index 600 series is acceptable by the City.

Personal Protective Equipment

Personal protective equipment such as hard hats, eye protection, foot protection, hearing protection, respirators, etc., shall be worn as required, in accordance with OSHA regulations.

Work Site Inspections

Unannounced work site inspections may be conducted by City Safety Representatives or designated departmental personnel. These inspections are conducted solely for the benefit of the City, and shall not relieve the contractor of responsibility for enforcement of, and compliance with OSHA and other state and local regulations.

In the event that work site conditions exist that potentially impact the safety of City employees or the public, the inspector shall issue a verbal or written warning to the Contractor and shall notify the Project Manager/Coordinator. If the unsafe conditions cannot be immediately corrected and represent a danger or have the potential to harm employees, or the public, then the inspector will:

- Detail the OSHA violations that were noted, and explain the potential impact upon employees, or the public,
- Require that the Project Manager/Coordinator have the Contractor stop work until the unsafe conditions can be mitigated,
- Issue a formal written report of the violations to the Contractor. This report shall be copied to the Project Manager/Coordinator.

Reports of deficiencies may be factored into the evaluation of the contract by the City, and may be included in a vendor complaint file that is available for review by other state agencies.

Repeat safety violations and/or a single serious, willful safety violation by a Contractor may warrant review and termination of the contract.

"Serious, willful safety violation" is defined, for the purposes of this program, as a work activity with a substantial probability that death or serious physical harm could result, and where the potential hazard was known or should have been known, but where the work activity was continued, regardless of the existence of the potential safety hazard.

Definitions

Competent Person: As related to excavation, trenching or shoring work, the Contractor's "competent person" means one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

Confined Space: A confined space is a space that is large enough for a person to enter, that has limited means for entry or exit, and that is not designed for continuous occupancy. Examples include tanks, silos, storage bins or hoppers, utility vaults, and pits.

Purchasing and Contracting Division: The Division of the Support Service's Department at the City that has contracted for work to be performed by a Contractor.

Contractor: An entity or agency employed by the City to perform the installation or maintenance of equipment, or the renovation or construction of a building, room or facility on City property.

Lockout/Tagout: A program used to ensure that employees are protected from sources of potentially hazardous energy. The program requires that hazardous energy sources be identified and locked and/or tagged-out before work is done on the system(s).

Maintenance of Traffic: Maintenance of Traffic is a reference to the Florida Department of Transportation requirement for an approved traffic control plan and FDOT certification of contractor personnel responsible for supervision, placement, maintenance or inspection of work

zone traffic control, in accordance with the FDOT Roadway and Traffic Design Standards, Index 600 and Part VI of the Manual of Uniform Traffic Control Devices, and Plans and Specifications.

Permit-required confined space: A permit-required confined space is a confined space that contains potential or known safety hazards that must be dealt with prior to or during entry to assure the safety of those employees performing the work.

Project Manager/Coordinator: The individual(s) within a Department that has been assigned duties related to oversight or coordination of work performed by a Contractor as defined in this program.

Appendix A

The following checklist is provided to assist the Project Manager/Coordinator with complying with the requirements outlined in this program.

Name of Project Manager/Coordinator:	
Work Site(s) and Location(s):	
Applicable Date(s):	
Contractor Name:	
Contractors Representative:	
24-hour phone number:	

Action Required	
Traffic Control Plan Required? If yes, is the Contractor certified by the FDOT for Maintenance of Traffic?	☐ Yes ☐ No
Asbestos review required? If yes, provide inspection report to Contractor or assure that the Construction Documents detail the location(s) of asbestos within the work area.	☐ Yes ☐ No
Lead materials review required? If yes, provide inspection report to Contractor or assure that the Construction Documents detail the location of lead-containing materials within the work area.	☐ Yes ☐ No
Will the work require entry into a permit-required confined space?	☐ Yes ☐ No
• If yes, inform the Contractor about known hazards and history of entry operations for each space that they will enter. Contact Water Resources Safety Coordinator at 321-567-3855 for assistance as needed. • If yes, the Project Manager/Coordinator will debrief the Contractor after the work in these spaces is completed.	
• Will both the Contractor and City personnel be working in or near the permit-required confined space(s)?	☐ Yes ☐ No
• If yes, determine if the Project Manager/Coordinator or the Contractor will coordinate entry operations to assure that everyone is aware of any work that is taking place that could affect personnel in the confined space. • If yes, provide a copy of the City's Confined Space Program to the Contractor and require that he or she conform to the requirements of that program. • If yes, at the end of entry operations, obtain a copy of all canceled permits, and send a copy of this information to the Water Resources Safety Coordinator.	

Hazard Communication: Provide the following to the Contractor: • Information on precautions and safety procedures that must be followed in the work area. • Access to MSDS for hazardous chemicals located in the work area. • Information regarding the labeling system used in the work area. • Emergency procedures to be followed in the event of accidental exposure or release of hazardous chemicals or materials. Obtain a list of, and MSDS for, all chemicals that the Contractor will be using. Provide a copy to Project Manager/Coordinator for review and approval. The Contractor understands that MSDS must be kept on-site for all chemicals used by the Contractor on City property, and that no other chemicals may be brought on-site without prior approval by the Project Manager/Coordinator.	☐ Yes ☐ No
Will Personal Protective Equipment be required on the project site? • If respiratory protection or hearing protection is required, obtain copies of the contractor's Respiratory Protection and Hearing Conservation Programs	☐ Yes ☐ No
Will work by the Contractor involve electrical or mechanical systems? • If yes, inform the Contractor of the lockout/tagout procedures followed by City personnel. Make sure that all City employees in the work area are aware of the Contractors lockout/tagout procedures.	☐ Yes ☐ No
Will Hot Work Permits be required during the Contractors work? If yes, coordinate Hot Work permits with designated personnel.	☐ Yes ☐ No
The Contractor understands that any hazardous waste generated during the work must be disposed of in a manner consistent with all applicable state and federal regulations, and that prior approval is required for the disposal method and disposal site?	☐ Yes ☐ No
The Contractor representative understands that it is his/her responsibility to relay the above information to other contract employees and his or her subcontractors.	☐ Yes ☐ No
The Contractor has been given the opportunity to ask questions and have those questions answered to his/her satisfaction.	☐ Yes ☐ No

BLUE HERON WRF FILTER UPGRADE
CONSTRUCTION CONTRACT # CN26B025LR

This Contract made and entered into this _____day of _____20_____, between the City of Titusville, Florida, a municipal corporation of the State of Florida, hereinafter referred to as the "City" or "Owner", and L7 Construction, Inc., with a principal address of 275 Hunt Park Cove, Longwood, FL 32750, hereinafter referred to as the "Contractor".

Whereas, pursuant to all City Purchasing & Contracting policies, statutory requirements, and federal laws applicable, the City has competitively bid and advertised the Work titled "CN-26-B-025LR - BLUE HERON WRF FILTER UPGRADE"; and

Whereas, the City desires to engage a licensed, qualified, and experienced Contractor who has special and unique competency in Water Reclamation filter projects; and

Whereas, the Contractor represents that it is duly licensed, and it has such competence and experience in providing these services; and

Whereas, the City in reliance on such representations has selected the Contractor in accordance with the requirements of law; and

Whereas, at the regular City Council meeting of April 28, 2026, the award of this Contract was duly considered and approved; and

Whereas, the City and the Contractor desire to reduce to writing their understanding and agreements on such.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **TERM**: This Agreement shall commence on the day it is executed by both parties and the term of this Agreement shall extend until completion of the project and within 360 consecutive calendar days of issuance of the Notice to Proceed.
2. **DESCRIPTION OF WORK:** The Contractor shall furnish all supervision, labor, materials, supplies, tools, equipment and transportation necessary to perform and satisfactorily complete contract work shown on the Drawings and Specifications for this project within Exhibit 1 attached and incorporated herein. In addition, all work shall beside performed in accordance with the Contract Documents, including Addenda (if any) and written change orders issued after execution of this agreement and as directed by the Project Manager in accordance with the expressed or obvious intent of the Contract hereinafter called Contract Documents, "CN-26-B-025LR - BLUE HERON

WRF FILTER UPGRADE." Any Federal, State, or Local regulatory requirements shall apply and be followed by the Contractor and any Subcontractor, to include but not limited FDOT Specifications for Road & Bridge Construction.

3. **CONTRACT DOCUMENTS:** The Contract Documents on which this agreement between the City and Contractor is based, which contains the plans and specifications in accordance with how the work is to be done, are attached, and incorporated as if fully set out herein and include the following:
    a) The standard solicitation packet and specifications titled "CN-26-B-025LR - BLUE HERON WRF FILTER UPGRADE" which is attached hereto as **Exhibit 1** with all related documents, addenda if any, including CDBG Block Grant requirements, and any written modifications issued after execution of this Contract, if any.
    b) Plans and specifications as provided by the City.
    c) Contractor's bid submittal dated March 12, 2026, attached hereto as Exhibit 2 with all related documents, addenda if any, and other documents listed in the Contract Documents, and written change orders issued after execution of this Contract, if any.
    d) This Contract.
        1) INTENT: The Scope of Work, hereafter referred to as "Work", is an integrated part of the Contract Documents and as such do not stand alone if used independently. These documents establish minimum standards of quality for the Contract. The intent of the Contract Documents is to set forth requirements of performance. It is also intended to include all supervision, labor, materials, equipment, tools, and transportation necessary for the proper execution of the Work, to require complete performance of the Work despite omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.
        2) ENTIRE AND SOLE AGREEMENT: Except as specifically stated herein, the Contract Documents constitute the entire agreement between the parties and supersede all other agreements, not specifically set forth in

the Contract Documents. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in the Contract Documents.

3) AMENDMENTS: The parties may modify this Contract at any time by written mutual agreement. Neither the Contract Documents nor any term thereof may be changed, waived, discharged, or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination is sought.

4. **COMPENSATION AND PAYMENTS:** For satisfactory performance of the Work, the City will pay the Contractor the total sum of **Five million, six hundred sixty-nine thousand, four hundred thirty-seven dollars and no cents ($5,669,437.00)**. All work shall be invoiced based on unit prices from Exhibit 2. Payment shall be made for all Work completed by the Contractor during each calendar month which has been accepted by the City and properly documented. Payments shall not be made for Work deemed incomplete or deficient by the City Project Manager. At the end of each month the Contractor shall submit an invoice with supporting documentation of all Work completed for that month, to the Project Manager for approval and payment. All invoices shall be considered a "proper invoice" when including at minimum, invoice number, purchase order number, date of order, date of delivery, terms of payment, itemized list of materials or services rendered, delivery destination, and delivery or freight charges listed separately from materials and supplies.

The City shall make partial payments to the Contractor on the basis of a duly certified and approved Pay Application, also referred to as invoice, for the Work performed during the preceding calendar month by the Contractor, less five percent (5%) of the amount of such pay application request which is to be retained by the City until all Work has been performed strictly in accordance with the Contract and until such Work has fully been accepted by the City Project Manager.

When the assignment schedule, mutually agreed upon by the City and the Contractor, is approaching substantial completion, a pre-final inspection shall be conducted. Within thirty (30) calendar days after reaching substantial completion, the City shall generate a single list (Punchlist) of items required to render complete, satisfactory, and acceptable the construction services purchased by the City. The Contractor will enter the estimated cost to complete each item on the list and return to

the City within ten (10) calendar days. The City reserves the right to modify costs, as deemed reasonable, and finalize the Punchlist within five (5) calendar days.

Within twenty (20) business days after developing the Punchlist, and after receipt of a proper invoice or payment request, the City will pay the Contractor the remaining balance of the Contract, including all remaining retainage withheld by the City pursuant to Section 255.078, Florida Statutes, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the list.

Upon the City's acceptance of the Work covered by this Contract and the receipt and acknowledgment by the City of a proper maintenance bond and as built plans, and submission by the Contractor, of evidence satisfactory to the City that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, and also, after all guarantees that may be required are provided, final payment (for retainage duly invoiced) on account of this Contract shall be made within twenty-five (25) business days after receipt of a proper pay application request by the City's Project Manager, pursuant to the Prompt Payment Act (Section 218.735 of the Florida Statutes) and all general conditions hereof.

a) **REQUEST FOR ADDITIONAL WORK** – Requests arising from changes or revisions made by the Contractor at the City's request shall be presented to the City before Work starts on the changes or revisions. If the Contractor deems that extra compensation is due for Work not covered herein, or in any Supplemental Agreement, the Contractor shall notify the City in writing of its intention to make claim for extra compensation before Work begins on which the request is based. If such notification is not given and the City is not offered by the Contractor a method acceptable to the City for keeping strict account of actual cost, then the Contractor hereby waives its request for such extra compensation. The City is not obligated to pay the Contractor if the City is not notified as described above. The Contractor may refuse to perform the additional Work requested by the City until the parties execute an appropriate Contract change order. Such notice by the Contractor and the fact that the City has kept account of the costs as aforesaid shall not in any way be construed as providing the validity of the claim.

b) **RELEASES** – When it is determined, as a result of a joint inspection of the Work by the Contractor and City Project Manager, that the Work has been completed in accordance with the terms of the Contract Documents, the

completion of the Work shall be certified by the City Project Manager. At that time, the Contractor may submit the Contractor's final request for payment. Prior to final payment, the Contractor shall execute and deliver to the City a Contractor's Affidavit and Release of Claim for all claims against the City arising under or by virtue of the Contract. Also, from each supplier or Subcontractor who has notified the City of their right to file a claim (Notice to City) or who is listed in the Contractor's Affidavit and Release of Claim as an unpaid potential claimant, a Claimant's Sworn Statement of Account, executed by the supplier or Subcontractor, must be attached to each request for payment.

The Purchasing & Contracting Administrator shall be the final authority as to the appropriateness of any payment submittal. The Purchasing & Contracting Administrator's decisions on payment matters shall be made in accordance with the word of the Contract, City Policy Administrative policy 1-3 Procurement and Contracting, and legal requirements.

c) **APPEALS** – Appeals of the City's decisions shall be labeled as follows and submitted to the Purchasing and Contracting Office in writing:

City Manager
City of Titusville
P.O. Box 2806
Titusville, FL 32781-2806

All appeals shall be processed in accordance with the dispute resolution of the Contract Documents.

5. **DISPUTE RESOLUTION:** In the event a dispute occurs between a Contractor the City concerning payment of an invoice, the City Department Director, along with the City's Purchasing and Contracting Administrator and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such dispute procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. The City Department Director and Purchasing and Contracting Administrator will make a recommendation to the City Manager based on the facts and the mutual meeting. Any decision by the City Manager shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party after such decision. If no decision is rendered within the time

period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

6. **CHANGE ORDERS:** The City reserves the right to make such changes in the Plans and/or Specifications within the general scope of the Contract at any time by written Change Order in accordance with the General Conditions of the solicitation.

The City Manager or designee is authorized to approve Change Order(s) provided that the amount(s) of such Change Order(s) do not increase the authorized contract amount. Furthermore, for any Change Order(s) that will increase the authorized contract amount, the City Manager is authorized to approve, whichever is greater, up to $25,000.00 or ten percent (10%) of the latest contract amount, and not to exceed $50,000.00 for budgeted capital outlay items, provided that sufficient budgeted funds are available for this project.

7. **PROJECT SCHEDULE/TIME OF COMPLETION:** The Contractor shall commence Work to be performed under this Contract upon receipt of written Notice to Proceed from the City's Project Manager. The Contractor shall begin the Work and shall fully complete the Work in accordance with the Contract Documents the commencement date stipulated in said written notice of no more than 360 consecutive calendar days, as set forth in the contract award.

The Contractor shall perform all Work under this Contract in a timely manner consistent with the assignment schedules as mutually agreed upon by the City and the Contractor.

A delay beyond the Contractor's control may entitle the Contractor to an extension of time in which to complete the Work as approved and determined by the City provided, however, the Contractor shall immediately give written notice to the City of the cause of such delay. Contract time shall not be extended for "Rain Day" delays. The City will continually monitor the effects of weather and, when found justified, the City will require the Contractor to submit a request for additional time due to the effects of weather. The City may grant time extensions, on a day-by-day basis, for delays caused by the effects of rains or other inclement weather conditions causing adverse soil conditions that prevent the Contract from productively performing controlling items of work resulting in:

a) The Contractor being unable to work at least 50% of the normal workday on pre-determined controlling work items; or

b) The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect, and

provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items. No additional compensation will be made for delays caused by the effects of inclement weather.

"Rain day" requests must be submitted at the end of each work week or be waived, and the cumulative "rain day" extensions granted shall be processed as a Change Order with each pay submittal.

The City shall have the authority to suspend the Work wholly or in part, for such periods as may be deemed necessary and for whatever cause, by sending written notice of suspension to the Contractor. If the Contractor or the City shall become aware of any condition that may be cause for suspension of the Work, they shall immediately advise the concerned parties of such condition. The Contractor shall not suspend operations under the provisions of this paragraph without the City's written permission. In the event the City suspends the Work, the Contractor may be granted an extension of time to complete the Work for as many calendar days as the Work was suspended; except that the Contractor will not be granted an extension of time to complete the Work if the suspension was caused by a fault of the Contractor.

8. **LIQUIDATED DAMAGES:** It is mutually agreed upon that time is of the essence in this Contract and should the Contractor fail to complete the Work within the specified time to achieve substantial completion, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the City will retain the amount of $5,669.44 per consecutive calendar day as fixed, agreed, and liquidated damages for each calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the City will have sustained by failure of the Contractor to complete the Work within the specified time. It is further agreed that this retained amount of $5,669.44 per consecutive calendar day is not a penalty but is the stipulated amount of damages sustained by the City in the event of such failure to complete the work by the Contractor.

The Contractor shall consider all contingent Work, which has to be done by other parties in completing the Work and shall not use any failure of other parties as an excuse for delay in their Work, or for the non-performance.

Permitting the Contractor to continue and finish the Work or any part of it after the expiration of the number of calendar days allowed for completion or after any extension of time, shall in no way operate as a waiver on the part of the City of its rights under

this Contract. In case of specific default or failure to timely complete Contract and the City has to complete the Work, the Contractor and their Surety shall be liable for the liquidated damages under the Contract; but no liquidated damages shall be assessed for any delay in the final completion of the Work by the City due to any unreasonable action, negligence, omission, or delay of the City.

If any suit for the collection of, or involving the assessment of liquidated damages, the reasonableness of the amounts stipulated in the foregoing calculations shall be presumed. The liquidated damages referred to herein are intended to be and are accumulative and shall be in addition to every other remedy now or hereafter enforceable by law, in equity, by Statute, or under the Contract.

9. **CONTRACTOR'S ACCEPTANCE OF CONDITIONS:** The Contractor hereby agrees that they have carefully examined the surface of the site and has made sufficient tests or other necessary subsurface investigations to fully satisfy that such site is a correct and suitable one for this Work and they assume full responsibility, therefore. The provisions of this Contract shall control any inconsistent provision contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees for the Work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the City than against the Contractor and their Surety.

Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the City's Engineer, and their decision shall be final and binding the Contractor.

It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the Work or material by the City, its consulting Engineer/Architect or by any agent or representative as in compliance with the terms of the Contract and/or the Drawings, and Specifications covering said Work, shall not operate as a waiver by the City of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said Work; and the City may require the Contractor and/or their Surety to repair, replace, restore and/or make to comply strictly with this Contract and the Drawings and Specifications any and all of said Work and/or materials which within a period of two (2) years from and after the date of the passing, approval, and/or acceptance of any such Work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall

not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guaranteed provisions. Failure on the part of the Contractor and/or their Surety, immediately after notice to either, to repair or replace any such defective materials and Workmanship shall entitle the City, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the Contractor and/or their surety, who shall in any event be jointly and severally liable to the City for all damage, loss and expense caused to the City by reason of the Contractor's breach of this Contractor and/or their failure to comply strictly with the Contract and with the Drawings and Specifications.

10. **PROJECT MANAGER:** The City shall designate a Project Manager. All Work done shall be subject to the review of the City's Project Manager or Department Director. Any and all technical questions, which may arise as to the quality and acceptability of materials furnished, work performed or work to be performed, interpretation of the specified requirements and all technical questions as to acceptable fulfillment of the Contract on the part of the Contractor shall be referred to the Project Manager who will resolve such questions.

    The Work shall be subject at all times to review by the City Project Manager or Department Director. The City shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed review. The City shall not be responsible for the acts or omissions of the Contractor. All changes to the scope of work or any deviations from the Contract Documents must be mutually approved in writing and processed through Purchasing & Contracting in accordance with City policy.

11. **CONTRACTOR'S DUTY & PERFORMANCE:** Contractor's services will meet the industry standard level of care and skill ordinarily used by members of Contractor's occupation/profession performing the type of services provided herein within the State of Florida.

    Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over assembly means, methods, techniques, sequences, and procedures, and coordinating all portions of the Work under this Contract, unless the Contract Documents give other specific instructions concerning these matters.

Failure to fully perform to the requirements specified herein in an effective and timely fashion will be unacceptable to the City and upon notice from the Department Director or Project Manager, the Contractor agrees to implement immediate corrective measures.

Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work. Unless otherwise provided in the Contract Documents, Contractor shall pay all sales, use, and other similar taxes.

Contractor shall hold and maintain at all times during the term of this Contract all federal, state, and local licenses necessary to perform the Work under the Contract.

Cleanup - The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or Work. At the completion of the Work, the Contractor shall remove all their rubbish, tools, scaffolding and surplus materials and shall leave the work area "broom clean" or its equivalent, unless more exactly specified, and shall ensure that all debris and other unsightly objects are removed and disposed of in a satisfactory manner in accordance by Florida regulations as well as clean and degrease the area. At no additional expense to the City, the Contractor will restore to their original conditions or better, as nearly as practicable, those portions of the site not designated for alteration and all such property, structure, utilities, landscaping, etc., disturbed or damaged during the completion of the Work. Final payment will be withheld until such clean up and repairs are completed.

The Work will be considered complete only after all debris and unused material due to or connected with the Work have been removed and the surrounding area left in a condition satisfactory to the City. In the event the City finds that the Contractor has not complied in keeping the job site clean, the City may, after twenty-four (24) hours written notice to the Contractor to correct the situation, elect to have the job site cleaned by an independent labor force. The cost of cleaning by said independent labor force shall be deducted from the monies due the Contractor.

12. **CONTRACTOR'S RESPONSIBILITY FOR WORK:** Until acceptance of Work by the City, the Work shall be under the charge and care of the Contractor, and Contractor shall take every necessary precaution against damage to the Work by action of the elements or from any other cause whatsoever, whether arising from execution or from

the non-execution of the Work. The Contractor shall reprint, repair, restore, and make good, without additional compensation, all damage to any portion of the Work occasioned by any cause, other than the sole and active negligence of the City, before its completion and acceptance.

Materials and equipment shall be stored so as to incur the preservation of their quality and fitness for the Work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located so as to facilitate prompt inspection.

13. **UNCONTROLLABLE CIRCUMSTANCES ("FORCE MAJEURE"):**

Contractor shall not be subject to any liability for failure to carry out any of the terms of this Contract to the extent that such failure shall be due to a Force Majeure event, as defined herein. Contractor shall not be relieved from liability for failures that are due to a Force Majeure event that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact of such event. Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the Contractor claiming Force Majeure: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the state of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the Contractor claiming Force Majeure. Contractor shall be entitled only to extensions of the contract time when approved by the City as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

14. **SUBCONTRACTS AND ASSIGNABILITY:** The Contractor shall not assign any interest in the Contract and shall not transfer any interest in the same without the prior written consent of the City. Any subcontracts or other work which is performed by persons or firms other than the Contractor under this Contract or any work orders shall have prior written approval of the City. Any subcontracts, outside associates, or other Contractors required by the Contractor in connection with services covered by this

Contract must be specifically approved by the City, thereby:

a) Approval will be given only after the Surety on the Contract Bond has informed the City in writing that it approves of such assignment being made.

b) In the event the Contractor shall undertake to assign all or any part of any monies due or to become due under the Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any of such monies shall be subject to the prior liens of all persons for services rendered or materials supplied for the performance of all Work embraced by the Contract.

15. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees of the City. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor may perform services for others, which solely utilize Contractor's facilities and do not violate any confidentiality requirements of this Contract. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties with respect to Contractor, its officers, agents, and employees, shall include, but limited to:

a) Providing Worker's Compensation coverage for employees as required by law; and

b) Hiring of any employees, assistants, or subcontractors necessary for performance of the Work; and

c) Providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; and

d) Payment of all federal, state, and local taxes income, or employment taxes, if Contractor is not a corporation, self-employment, Social Security taxes; and

e) Compliance with the Fair Labor Standards Act, 29 U.S.C. §§201. Et. Seq., including payment of overtime in accordance with the requirements of said Act; and

f) Providing employee training for all functions necessary for performance of the Work; and

g) Providing equipment and materials necessary to the performance of the Work;

and

h) Providing office or other facilities for the performance of the Work.

1) In the event the City provides training, equipment, materials, or facilities or otherwise facilitates performance of the Work, this shall not affect any of the Contractor's duties hereunder or alter Contractor's status as an independent contractor.

16. **PROTECTION OF PERSON AND PROPERTY:** The Contractor shall exercise precaution at all times for the protection of persons and property. The Contractor and all subcontractors shall strictly comply with all safety provisions of all applicable laws and ordinances and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida. Failure to comply with the Act constitutes a failure to perform on behalf of the Contractor. This Contract requires that the Contractor and any subcontractors hired by the Contractor agree to reimburse the City for any fines and/or court cost arising from penalties charged to the City for violations of OSHA committed by the Contractor or any subcontractor.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or lost to, all employees on the Work and all other persons who may be affected thereby; all the Work materials and equipment to be incorporated therein, whether in storage on or off the project site or adjacent thereto, including vehicles and equipment therein, trees, shrubs, lawn, walks, pavements, structures, and utilities including, but not limited to, fire hydrants, swales, gutters, sewer inlets, drainage ditches, etc. Contractor shall ensure that its Contract Work does not impair the proper functioning of these utilities.

The Contractor shall perform any Work and shall furnish and install materials and equipment necessary during an emergency endangering life or property. In all cases, the Contractor shall notify the City Project Manager of the emergency as soon as practicable but shall not wait for instruction before proceeding to properly protect both life and property.

The City has the right to order the Contractor to discontinue hazardous work practices upon immediate verbal and subsequent written notice. It is required that the Contractor keep and maintain all necessary protective devices in place and in proper condition at

all times where Work is being performed, to prevent injury to person or damage to public or private property.

The Contractor shall be held responsible for such safety and protection until final written acceptance of the Work is issued by the City.

17. **INDEMNIFICATION**: The Contractor shall indemnify, save harmless and defend the City and all of its officers, agents, and employees from all claims, actions or suits, including reasonable attorney's fees, any injury or damage sustained by any person or property the said Contractor's operations relating to this Contract; or because of or in consequence of any neglect causing bodily injury, illness, or death, or property damage; or through the use of unacceptable materials in constructing the work; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission by said Contractor or that of a Subcontractor, or anyone employed by them, or for whose acts Contractor or a Subcontractor may be liable; or because of any claims or amounts recovered from any infringement or patent, trademark or copyright; or from any claims or amounts arising or recovered under workers compensation law or any other laws.

    Should the Contractor fail to maintain adequate protection for the City a portion of the money due the Contractor under the Contract, as may be considered necessary by the Purchasing & Contracting Administrator, may be retained for use by the City to address all such claims. In case no money is due, the Contractor's Surety shall be held until such suit(s), action(s), or claim(s) for damage(s) or injury(ies) as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Purchasing & Contracting Administrator. The exception being that money due the Contractor will not be withheld under this provision when the Contractor produces satisfactory evidence that they have, in the opinion of the City, adequate insurance coverage.

    The Contractor guarantees the payments of all just claims for materials, supplies, tools, labor, and other just claims against him or any subcontractor in connection with this Contract. The Contractor's bond will not be released by final acceptance and payment by the City unless all such claims are paid or released. Final waivers of liens for all subcontractors shall be provided to the Purchasing & Contracting Administrator in a timely manner after requesting a final inspection.

18. **INSURANCE**: The Contractor shall not commence work under this Contract until they have obtained and provided insurance specified in the Contract Documents and in such amounts that will provide adequate protection to the City and the Contractor against all

liabilities, damages, and accidents, nor shall Contractor commence work until such insurance has been approved by the City. The Contractor shall not allow any Subcontractor to commence on their subcontract until all insurance required of the Subcontract has been obtained and approved in the same manner. Neither the approval by the City nor a failure to disapprove insurance furnished by the Contractor or Subcontractor release the Contractor or Subcontractor of full responsibility for liability, damages, or accidents.

The Contractor and each Subcontractor shall maintain such required insurance during the life of the Contract, and no modification or change of insurance coverage and/or provision shall be made without thirty (30) days advance notice to the City. Coverage shall be as follows:

a) Commercial General Liability Insurance coverage on an occurrence basis in the minimum amount of $1,000,000 per occurrence and $2,000,000 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury and advertising liability and medical payments. The City shall be named as an Additional Insured.

b) Auto Liability Insurance, covering all vehicles, owned or otherwise, used in connection with this Contract, with a minimum combined single limit of $1,000,000, including hired and non-owned liability and $25,000 medical payment.

c) Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor(s) to provide evidence of this coverage. Workers' Compensation exemption forms are only accepted for independent contractors and sole proprietorships that perform the work or services required of the City themselves, they shall not have employees or sub-contract the work to other entities or individuals. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all Subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each Subcontractor,

Contractor or supplier when applicable. All workers' compensation policies must include coverage for employer liability of $500,000 for each accident and each disease.

d) In the event that the Contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy (Errors and omissions, Directors and Officers, Architect and Engineers, Etc.) in the amount of $2,000,000 per claim.

e) In the event the Contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

f) In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

g) The awarded Contractor shall have five (5) days to provide certificates of insurance to the City Purchasing and Contracting Department demonstrating that the aforementioned insurance requirements have been met prior to the commencement of Work under this Contract. The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the City as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

19. **BONDS:**

a) **PERFORMANCE AND PAYMENT BONDS** – Pursuant to stipulations hereto, a performance and payment bond, on the prescribed form and equal to 100% of the contract amount will be required for this Contract prior to any commencement of Work.

b) **MAINTENANCE BOND** – A maintenance bond, equal to ten percent (10%) of the final contract amount will be required pursuant to the Contract Documents.

c) **ADDITIONAL BONDS** – It is further agreed between the parties hereto, that if at any time after the execution of this Contract and the Performance Bond hereto attached for its faithful performance, the City shall deem the surety or sureties upon such bond to be unsatisfactory if their rating falls below A- per the Best's Key Rating Guide, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, within five (5) days after receipt of notice from the City to do so, the Contractor shall, at their own expense, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the City.

20. **GENERAL PERSONNEL:** The Contractor represents that it will secure at its own expense all personnel and subcontractors required for services, which are necessary to complete the Work as described in this Contract. All services under this Contract shall be performed by the Contractor or Subcontractor and all persons engaged in work under the Contract shall be qualified to perform such services and authorized under federal, state, and local laws to perform such services. Personnel who perform services under this Contract shall not be employees of the City.

All workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any worker including supervisors, employed by the Contractor or Subcontractor who, in the opinion of the City does not perform Work under this Contract in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the City, be removed from the City's project immediately and shall not be employed again in any portion or the Work without the approval of the City.

The Contractor shall at all times be responsible for the conduct and discipline of their employees and/or any subcontractor or persons employed by subcontractors. The Contractor shall provide a current listing of names and license numbers of all personnel

executing Work related to this Contract. This listing shall be updated by the Contractor within three days of a personnel change.

21. **EQUAL OPPORTUNITY EMPLOYER:** The City is an Equal Opportunity Employer (EOE) and as such encourages all Contractors to voluntarily comply with EOE regulations with regards to gender, age, race, veteran status, country of origin, and creed. Any subcontracts the Contractor may enter into shall make reference to this clause with the same degree of application being encountered. When applicable the Contractor shall comply with all State or Federal EOE regulations.
22. **DRUG-FREE WORKPLACE:** The City of Titusville encourages all Contractors to maintain a drug-free workplace program in accordance with Section 440.102 of the Florida Statutes.
23. **PUBLIC ENTITY CRIME:** The Contractor shall file a sworn statement with the City, which is provided under Contract Forms, stating whether a person or affiliate as defined in Section 287.133(1), Florida Statutes, has been convicted of a public entity crime subsequent to October 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.
24. **E-VERIFY:** As a condition precedent to entering into a Contract as a result of this bid/proposal, and in compliance with Section 448.095, Florida Statutes, Contractor, and its Subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 2, 2021.
    a) The City shall not enter into, or renew, a contract with a Contractor that is not enrolled in E-Verify. Any Contractor that has a contract with the City shall be contractually obligated to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The Contractor shall provide the City acceptable evidence of their enrollment at time of execution of the contract or renewal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the Business.
    b) Contractor shall require of its Subcontractors to provide Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the Subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.
    c) The City, Contractor, or any Subcontractor who has a good faith belief that a

person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statute or the provision of this section shall terminate the Contract with the person or entity.

d) The City, upon good faith belief that a Subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the Subcontractor for all work related to the City's Contract.

e) A Contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(3)(d), Florida Statute. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public Contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

f) Subcontracts: Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

25. <u>SCRUTINIZED COMPANIES:</u> Section 287.135, Florida Statutes, prohibit state agencies departments, and local government entities from contracting with Scrutinized Companies. Contractor and Subcontractor(s) shall complete the Affidavit form provided in the bid/proposal booklet and hereby incorporated as part of the Contract Documents. Contractor and Subcontractor shall affirm not to be on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to s. 215.473, Florida Statutes, nor have business operations in Cuba or Syria and are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or participating in a boycott of Israel. The Contractor or Subcontractor further acknowledges and agrees that the City may immediately terminate this Contract and any subsequent renewal Contract for cause if the Contractor or Subcontractor is found to have submitted a false certification or if the Contractor or Subcontractor is placed on

the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the Term of the Contract. Further, the Contractor or Subcontractor acknowledges and agrees that a false certification or representation hereunder is a material breach of this Contract, and the Contract shall be terminated by the City if the Contractor or Subcontractor and any actively contracted company for the Contractor or Subcontractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

26. **ANTI-DISCRIMINATION:** Contractor for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-leases, as a part of the consideration hereof—hereby covenants and agrees that:

a) No person on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

b) No Employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Contract.

27. **DISCRIMINATORY VENDOR LIST:** Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a),Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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."

28. GRATUITIES AND KICKBACKS:

a) GRATUITIES

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Subcontract, or to any solicitation or proposal therefore.

b) KICKBACKS

It must be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier Sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

c) CONTRACT CLAUSE

The prohibition against gratuities and kickbacks prescribed in this section must be conspicuously set forth in every Contract and Subcontract and solicitation, therefore.

29. FOREIGN GIFTS AND CONTRACTS: The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 268.101(7)(b), Florida Statutes: "In addition to any fine assessed under Florida Statutes 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must 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.

30. ANTITRUST VIOLATIONS; DENIAL OR REVOCATION: Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation

may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

31. ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM:

Pursuant to Florida Statute 287.05701, local governments cannot give preference to a contractor based on social, political or ideological interests such as those listed directly below. Contractors are also prohibited from giving preference to subcontractors based on the below listed factors. Violations will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

List of Prohibited Preference Factors:

a) The Contractor's political opinions, speech, or affiliations.
b) The Contractor's religious beliefs, religious exercise, or religious affiliations.
c) The Contractor's lawful ownership of a firearm.
d) The Contractor's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
e) The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
f) The Contractor's support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking.
g) The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph.
h) The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with

applicable state or federal law:

1) Environmental standards, including emissions standards, benchmarks, requirements, or disclosures;
2) Social governance standards, benchmarks, or
3) requirements, including, but not limited to, environmental or social justice;
4) Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or
5) Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

32. SEVERABILITY: If any clause or provision of this Contract is found illegal, invalid, or unenforceable under present or future laws effective during the Term of this Contract, then and only in that event, it shall be the intention of the parties that the remainder of this Contract, and the Term covered thereby, shall not be affected. All rights, powers, and privileges conferred by this Contract upon the Parties shall be cumulative but not restricted to those given by law.

33. TERMINATION:

a) **TERMINATION FOR CAUSE:** The Contract may be terminated by the City for cause in the event of any breach hereof, including but not limited to, Contractor's:

1) Failing to carry forward and complete Work in accordance with the requirements hereof; or
2) Failing to comply with applicable laws, regulations, permits, or ordinances'; or
3) Failing to timely commence or continuously and vigorously pursue correction of defective Work; or
4) Making a general assignment for the benefit of its creditors; or
5) Having receiver appointed because of insolvency; or
6) Filing bankruptcy or having a petition for involuntary bankruptcy filed against it; or
7) Failing to make prompt payments, when properly due, to subcontractors, vendors, or others for materials or labor used in the Work; or

8) Making material misrepresentation to the City regarding Work or performance thereof.

The City shall provide Contractor with written notice of its intention to terminate this Contract for cause, which shall provide the effective date of the termination. Such notice shall state the nature of the deficiency and, at the City's sole judgment and discretion, may afford Contractor an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure said deficiency. If the deficiency has not been corrected within the time allotted, the City may take possession of the Work and finish the Work by whatever method(s) the City deems expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is completed and accepted by the City. If the unpaid balance of the total compensation exceeds the expense of completing Work, including compensation for additional managerial and administrative services, the excess will be paid to Contractor. If the expense exceeds the unpaid balance, Contractor shall pay the difference to the City. The expense incurred by the City and the damage incurred through Contractor's default will be certified by the City.

b) **TERMINATION FOR CONVENIENCE:** Notwithstanding any other provision of this Contract, the City may terminate this Contract, or any Work issued under it, in whole or in part, at any time, with or without cause, upon ten (10) days written notice to the Contractor.

Upon receiving notice of termination, the Contractor shall discontinue the Work on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services, or facilities except as needed to continue any portion of the Work that was not terminated. The Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

In the event of such termination, the Contractor shall be compensated for any Work performed prior to the date of the termination and for materials that were ordered prior to the receipt of notice of termination that cannot be returned to the vendor. Any such materials shall become the property of the City. Contractor waives all claims for compensation in excess of that which is specially provided for herein, including but not limited to, loss of anticipated

profits; idle equipment, labor, facilities; and claims of subcontractors and vendors.

c) **BANKRUPTCY:** If the Contractor shall be adjudged bankrupt; or if it should make a general assignment for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of their property; or if it should persistently or repeatedly refuse or fail to make prompt payment to a person(s) supplying labor or materials for the Work under the Contract; or persistently disregard instructions of the Purchasing & Contracting Administrator; or fail to observe or perform any provisions of the Contract Documents; or otherwise be guilty of a substantial violation of any provisions of the Contract Documents, the City may – by at least ten (10) days prior written notice to the Contractor – without prejudice to any other rights or remedies of the City under the Contract, terminate the Contractor's right to proceed with the Work. In such event, the City may take over the Work and proceed with same to completion – by Contract or otherwise – and the Contractor and its Sureties shall be liable to the City for any excess cost incurred by the City. In such case, the City may take possession of and utilize in completing the Work, such necessary materials, appliances, and plant as may be on the site of the Project. The foregoing provisions are in addition to, and not in limitation of, the right of the City under any other provisions of the Contract Documents.

34. **COMPLIANCE WITH LAW:** The Contractor expressly agrees to comply with all known laws and regulations relating to providing services under this Contract. The failure of the Contractor to adhere to any known law or regulation pertaining to furnishing services under this Contract shall constitute a material breach of this Contract.

35. **CERTIFICATION OF RESTRICTION ON LOBBYING:** The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any Florida Department of Transportation (FDOT) Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with the instructions.

36. **GOVERNING LAW:** The laws of the State of Florida shall govern this Contract.

37. **VENUE:** In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings shall be in Brevard County, Florida.

38. **WAIVER OF TRIAL BY JURY:** The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

39. **ATTORNEY'S FEES:** In the event of any legal or administrative proceedings arising from or related to this Contract, including appeals, each party shall bear its own costs and attorney's fees.

40. **CONFLICT OF INTEREST:** No officer, member or employee of the City or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in this contract or any related subcontract, or the proceeds thereof. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

41. **CONFLICTING PROVISIONS:** Notwithstanding any other provision in this Contract Document, whenever any provisions in the Contract Documents are inconsistent or conflict, the stricter provision shall prevail.

42. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company corporation individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, or making of this Contract. For the breach or violation of this paragraph, the City shall have the right to terminate the Contract without liability and, at its discretion, deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

43. **CONSTRUING PROVISIONS:** This Contract shall not be construed against the party who drafted the same, as both parties have obtained experts for their choosing to review the legal and business adequacy of the same. In any conflict between the Technical Specifications, and the General terms of this Contract, the provisions of the latter shall prevail.

44. **SEPARATE COUNTERPARTS & EXECUTION:** This Contract and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same contract. Execution and delivery of this Contract and any amendments by the Parties shall be legally valid and effective through; (i) executing and delivering the paper copy of the documents, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in "portable document format" (",pdf") or other electronically scanned format, or (iii) creating, generating, sending, receiving, or storing by electronic means this Contract and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Contract (i.e. "electronic signature" through a process such as DocuSign®). In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of the Contract is sought.

45. **RETENTION AND REVIEW OF RECORDS:** The Contractor and its subcontractors or suppliers shall retain all records relating to this Contract for a period of five (5) years, or as further directed by local, state, or federal regulations, from the date that the City makes final payment, and all other pending matters are closed.

The Contractor and its subcontractors or suppliers shall make available all books, documents, papers, and records of the Contractor or its subcontractor or suppliers, which are directly pertinent to this Contract, to the City's Purchasing and Contracting Administrator or their duly authorized representative, or the U.S. Comptroller General or Inspector General, or the Auditor General, or FDEP duly authorized representative for the purpose of making an audit, inspection, review, copying, excerpts and transcriptions. The Contractor and its Subcontractors will permit such representatives to interview employees on the job during working hours.

46. **AUDIT RIGHTS:** The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of five (5) years after completion

and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must all the City to inspect, examine and review the records of the Contractor in relation to this Contract at any and all times during normal business hours during the term of the Contract.

47. **PUBLIC RECORDS:** Records of the Contractor that are made or received in the course or performance of the Contractor's obligations under this Contract may be public records that are subject to the requirements of Chapter 119, Florida Statutes and accordingly Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Florida Statute. In the event the Contractor receives a request for any such records, the Contractor shall notify the City and comply with Chapter 119, Florida Statute. The Contractor shall not prepare any news or press release in any way related to this Contract, without the City's written consent. Contractor hereby agrees to comply with the following:

    a) As provided in Section 119.0701, Florida Statutes, the Contractor is required to, and by executing this Contract, the Contractor agrees to:

        1) Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.

        2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes or as otherwise provided by law.

        3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized the law for the duration of the contract term and following the completion of the Contract if the Contractor does not transfer the records to the City.

        4) Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records as required by the City to perform the service. If the Contractor transfers all

public records upon completion of the Contract, 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, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

b) The term "public record" as used in this provision include all documents, papers, letters, maps, books, tapes, photographs, films, sound records, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

IF CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. WASHINGTON AVE., TITUSVILLE, FL 32796.

"Left Blank Intentionally"

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Contract upon the terms and conditions above stated.

CONTRACTOR:
L7 Construction, Inc
275 Hunt Park Cove
Longwood, FL 32750

By: _____
Brett Lefever, President

Date: _____

OWNER:
City of Titusville
555 S. Washington Avenue
Titusville, FL 32796

By: _____
Andrew Connors, Mayor

Date: _____

ATTEST:

_____
Wanda F. Wells, City Clerk

Date: _____

APPROVED AS TO FORM:

Legal Sufficiency
Office of the City Attorney
Andriene Treasure, City Attorney

Date: 4/20/2026

APPROVED AS TO CONTENT:

_____
Tom Abbate, City Manager

Date: _____

Staff Review & Preparation:

_____ Date: _____
Leslie Rothering, Purchasing & Contracting Administrator

_____ Date: _____
Sandra Reller, Public Works Director

Exhibit 1 – ITB Bid Document

Exhibit 2 – Contractor's Bid Submittal

Budget Amendment/Transfer Form

Source of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
401-0000-389.50-12		UNRESERVED PROPRIETARY	$ 296,700	Budget Amendment
		Total	**$ 296,700**	

Use of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
401-5555-536.65-00-WR2602	WR2602	NON-DEPARTMENTAL/CONSTRUCTION IN PROGRESS	$ 296,700	Budget Amendment
			$ -	Budget Amendment
		Total	**$ 296,700**	

Input Name:	Budget Office Approval:	Notes:
		COUNCIL AGENDA 4/28/26; BLUE HERON FILTER PROJECT
Input Date:	Budget Office Approval Date:	
Manual JE/BA#:	Post Date:	

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **BS&A Cloud Upgrade**

Department/Office: Information Technology

Recommended Action:

Approve the BS&A upgrade to a cloud-based platform with a total cost of $501,910.00. Cost within FY26 shall not exceed $100,000 with the balance due in FY27. The FY27 Budget will include the balance. Additionally, approve the associated budget amendment and authorize the Mayor to execute the contract.

Summary Explanation & Background:

The City currently operates BS&A on-premise software at an annual cost of approximately $90,000 (with 5% annual increases) and relies on multiple third-party systems for key functions (e.g., code enforcement, permitting, and licensing). These systems create inefficiencies, duplicate workflows, and increased long-term costs.

Staff evaluated options including maintaining the current system, issuing a full ERP replacement RFP, or upgrading to BS&A's cloud-based platform. A full ERP replacement is estimated to cost between $3.5 million and $7 million and require 2–3 years to implement.

Additionally, departments met with BS&A to review the cloud-based platform option and recommended that the City move forward with the transition.

The proposed upgrade transitions the City to a cloud-based, fully integrated system that consolidates multiple software platforms, improves reporting, and modernizes workflows. The cloud-based platform transition will provide the following key benefits:

- Integrated, cloud-based system eliminating multiple third-party platforms
- Improved reporting, dashboards, and real-time data access
- Streamlined workflows and reduced manual processes
- Reduced IT infrastructure and maintenance requirements
- Enhanced remote access and field functionality
- Lower implementation risk compared to full system replacement

It is recommended that City Council approve the BS&A upgrade to a cloud-based platform with a total cost of $501,910.00. Cost within FY26 shall not exceed $100,000 with the balance due in FY27. The FY27 Budget will include the balance. Additionally, and associated budget amendment and authorize the Mayor to execute the contract.

Alternatives:
Bid out a new ERP system.

Item Budgeted:
No, see attached BA

Source/Use of Funds/Budget Book Page:

502-0000-389.50-12 -IT2601	Unrestricted Proprietary	$100,000
502-1705-519.52-30	IT - Software Subscriptions	$100,000

Strategic Plan:
Goal 2: Efficient & Effective Services

Strategic Plan Impact:
Upgrading the ERP system will allow faster analysis and higher efficiency of all staff using the ERP system.

ATTACHMENTS:
1. BS&A final summary Revised
2. City of Titusville, Brevard County, FL-Q-02693 Cloud Upgrade FM.HRIS.UB.CD.BSAO_Laserfiche.API 3.6.26
3. BA - BS&A Cloud Upgrade
4. BS&A Upgrade Terms and Conditions RTC

BS&A Cloud Upgrade Final Summary, Recommendations and Costs

City if Titusville, March 2026

Costs Analysis:

Current annual costs of BS&A On-Prem 2026 price $90,000 with a 5% uplift annually

Year	Projected Costs
2026	$90,000
2027	$94,500
2028	$104,186
2029	$109,395
2030	$114,865
Total 5-year commitment	**$512,946**

Annual Cost of BS&A On-Prem 2026	-$90,000
Annual Cost of BS&A Cloud	$227,265
Increase (before eliminated software savings)	$137,265
Software costs that are eliminated	
Citizenserve (Code Enforcement)	$16,800
Clariti (Building, BTR, BL)	$53,000
Total Eliminated	$69,800
Annual costs of BS&A Cloud Service	$227,265
Total Eliminated (realized in year 2 post BS&A upgrade)	-$69,800
Actual cost of the upgrade minus savings	$137,265
Minus current BS&A 2026 fee	-$90,000
Increase over current costs	$47,265
BS&A Upgrade to Cloud Fees one-time charges	$274,645
BS&A Cloud Annual Fee	+$227,265
BS&A Cloud upgrade total (including annual fee)	$501,910

*Please note these numbers are based on the current information and can change

Final Summary:

BS&A's Cloud service offers the following improvements:

- 1: A flat database that not only improves on reporting options but drastically reduces the time spent in the software on most daily activities and interactions without having to open different modules.
- 2: Dashboards that improve real time information that allows for more fluid workflows and reduces users need to drill deeper into the menus to complete tasks.
- 3: Alerts and notifications that improve real time response time to workflows and critical processes.
- 4: A vastly improved reporting system with an intuitive workspace system, that makes sharing, reverse engineering and exporting reports much easier.
- 5: A full cloud solution the requires less IT infrastructure and eliminates restrictions on work in the field and remote access
- 6: A scale able solution that allows us to consider replacing other software that lags in innovation like Executime, Benefits Enrollment and others.

Final Recommendation:

In reference to the initial report the recommendation is to proceed with option 3, the upgrade of our current BS&A software:

Option 3: Upgrade to BS&A cloud solution and replace Citizenserve, InvoiceCloud and Executime for a more complete integration. This option represents a better thought-out approach and would offer the potential maximum benefit. By eliminating other vendor solutions currently in place. Code enforcement, Payroll and Utility billing would have some steps eliminated and streamlined processes as data would not need to be imported or exported from other 3rd party software providers.

Additionally, there are key advantages to the strategy:

1. Dramatic Cost Savings vs. Alternatives

- **Current annual on-prem cost (2026)**: $90,000 (with 5% annual uplift).
- **Cloud upgrade path**: One-time upgrade cost of $274,645, followed by annual cloud service of $227,265.
- **Third-party cost consolidation**: – Citizenserve (Code Enforcement): $16,800 – Clariti (Building, Business Tax Receipts, Business Licenses): $53,000 – **Total eliminated third-party costs**: $69,800 (fully realized in Year 2)

*Please note these numbers are based on the current information and can change

-exchange for a complete modern platform, full integration, and elimination of multiple vendor contracts.

By contrast:

- A full RFP for a new ERP system would cost **$3.5–7 million** (plus 2–3 years of implementation through 2028–2029).
- Doing nothing (Option 1) risks eventual loss of support and continued outdated functionality with no path forward.

Bottom line: Upgrading to BS&A Cloud saves the city **approximately $3.5 million** compared to replacing the entire system while avoiding multimillion-dollar integration and migration risks.

2. Meaningful Functional Improvements Without the Pain of a Full Replacement

The February 2026 demonstrations and January listening sessions confirmed that BS&A Cloud directly resolves the City's **top five complaints**:

- Poor/inflexible reporting → vastly improved dashboards, ad-hoc queries, cross-database searches, interactive reports, and multi-format exports.
- Excessive manual processes → scheduled background tasks, better workflows, alerts, and notifications.
- Limited historical visibility → single flat database with unlimited search across all modules.
- Outdated UI → modern, browser-based, mobile/tablet-friendly interface with workspaces, KPIs, and keyboard shortcuts.
- Vendor support/training → built-in help, expected AI chatbot, and BS&A-managed infrastructure.

Persistent gaps (e.g., utility billing location logic) are minor and partially mitigated by new GIS integration. Core business logic remains familiar, dramatically reducing change-management risk compared to a brand-new ERP.

3. Lower Risk and Faster Implementation

- **Leverages existing data and contract**: No massive data migration, cleansing, or regulatory revalidation required.
- **Eliminates third-party dependencies**: Code Enforcement, Building, Business Licenses, and related workflows become seamless.
- **Cloud benefits**: Hosted on Microsoft Azure; no server maintenance, SQL licenses, VPNs, or local backups. Full disaster recovery and security handled by BS&A.
- **Implementation timeline**: Significantly shorter and less disruptive than a full RFP (no 18–24 month parallel-run nightmare).

*Please note these numbers are based on the current information and can change

The documented ERP implementation challenges (data migration, change management, third-party integrations, scalability) are minimized because we stay with our current vendor and data model.

Conclusion:
The BS&A Cloud upgrade is not just an incremental improvement — it is the **highest-value, lowest-risk, fastest-to-benefit option** available. It delivers modern functionality, resolves most long-standing pain points, consolidates vendors, and does so for roughly **5% of the cost** of a full replacement while avoiding years of disruption.

*Please note these numbers are based on the current information and can change

Proposal for:

City of Titusville, Brevard County, FL

March 06, 2026

Quoted by: Nathan Holder

Software and Services for BS&A Cloud

Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to ***listen****. Delivering unparalleled customer service is the foundation of our company.*

BS&A Software
14965 Abbey Lane Bath MI 48808
(855) BSA-SOFT
bsasoftware.com

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Upgrade - Cloud Modules – *Annual Fee*

Financial Management		
GL-General Ledger		$17,455.00
AP-Account Payable		$14,375.00
PO-Purchase Order		$14,125.00
CR-Cash Receipting		$15,655.00
AR-Account Receivables		$13,610.00
FA-Fixed Assets		$13,355.00
	Total	$88,575.00
Personnel Management		
PR-Payroll		$23,815.00
HR-Human Resources		$16,690.00
	Total	$40,505.00
Community Development		
BD-Building Department		$28,150.00
BL-Business License		$13,865.00
	Total	$42,015.00
BS&A Online		
Fees for BS&A Online subscription services will be charged at the next renewal period.		
CD-Building		$12,395.00
	Total	$12,395.00

Utility Billing		
UB-Utility Billing		$29,400.00
WO-Work Orders		$14,375.00
	Total	$43,775.00
	Subtotal	**$227,265.00**

New Purchase - Cloud Modules - *Annual Fee*

Platform		
Laserfiche		$2,765.00
API Access *ERSI endpoint API*		$10,000.00
	Total	$2,765.00
	Subtotal	**$12,765.00**

Project Management and Implementation Planning

Services include:

- *Analyzing customer processes to ensure all critical components are addressed.*
- *Creating and managing the project schedule in accordance with the customer's existing processes and needs.*
- *Planning and scheduling training around any planned process changes included in the project plan.*
- *Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.*
- *Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.*
- *Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.*
- *Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).*

	Total	**$93,730.00**

Implementation and Training

- *$1,425/day*
- *Days quoted are estimates; you are billed for actual days used*
- *Training days quoted/billed in full day increments only*

Services include:

- *Setting up users and user security rights for each application*
- *Performing final process and procedure review*
- *Configuring custom settings in each application to fit the needs of the customer*
- *Setting up application integration and workflow methods*
- *Onsite verification of converted data for balancing and auditing purposes*
- *Training and Go-Live*

Setup Days

ITS Setup - FM	Setup Days: 5	$7,125.00
ITS Setup - HRIS	Setup Days: 5	$7,125.00
ITS Setup - CD	Setup Days: 5	$7,125.00
ITS Setup - UB	Setup Days: 5	$7,125.00
ITS Setup – Laserfiche Integration	Setup Days: 1	$2,450.00
	Total Setup Days: 21	Subtotal: $29,925.00

Implementation and Training Days

ITS Training - FM	Training Days: 15	$21,375.00
ITS Training - HRIS	Training Days: 21	$29,925.00
ITS Training - CD	Training Days: 22	$31,350.00
ITS Training - UB	Training Days: 24	$34,200.00
	Total Training Days: 82	Subtotal: $116,850.00
	Total Days: 103	**Total: $146,775.00**

Post-Go Live Assistance

- *Review and consult on streamlining day-to-day activities as they relate to the processes within the BS&A modules*
- *Assist customers with more detailed and advanced report options available within the BS&A modules*
- *Revisit commonly-used procedures discussed during training*
- *As needs arise, provide assistance with bank reconciliations*
- *$1,425/day*
- *Days quoted are estimates; you are billed for actual days used*

Post-Go Live for all modules for which training was performed	**Training Days: 15**	**$21,375.00**

Cost Totals

Upgrade Modules – *Annual Fee*	Subtotal	$227,265.00
Cloud New Purchase – *Annual Fee*	Subtotal	$12,765.00
Project Management	Subtotal	$93,730.00
Implementation and Training	Subtotal	$146,775.00
Post-Go Live Assistance	Subtotal	$21,375.00

Total Proposed **$501,910.00**

The final invoice will reflect actual expenses following the completion of all training activities based on the Federal Guidelines described below.

$160/$185/$225 per day hotel, varies by state
$90 per day car rental
$70 per day meals
$730 per trip airfare/related expenses
$0.70/mile round trip for drive distance

Payment Schedule

1st Payment:	**$93,730** to be invoiced upon execution of this agreement.
2nd Payment:	**$227,635** to be invoiced upon the subscription start date.
3rd Payment:	**$168,150** to be invoiced upon completion of training.
4th Payment:	**$12,395** to be invoiced upon next renewal of subscription-based BS&A Online features.

Budget Amendment/Transfer Form

Source of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
502-0000-389.50-12		UNRESERVED PROPRIETARY	$ 100,000	Budget Amendment
		Total	**$ 100,000**	

Use of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
502-1705-519.52.30-IT2601	IT2601	OPERATING SUPPLIES/SOFTWARE	$ 100,000	Budget Amendment
			$ -	Budget Amendment
		Total	**$ 100,000**	

Input Name:	Budget Office Approval:	Notes:
		COUNCIL 4/28/26; BS&A CLOUD UPGRADE PROJECT
Input Date:	Budget Office Approval Date:	
Manual JE/BA#:	Post Date:	

BS&A
CUSTOMER ORDER FORM

This Customer Order Form (this "**Order**") is entered into as of the "**Effective Date**" identified below between BS&A Software, LLC, a Delaware limited liability company with offices located at 14965 Abbey Lane, Bath, MI 48808 ("**BS&A**") and the "**Customer**" identified below. Capitalized terms used but not defined in this Order have the meanings given them elsewhere in the Agreement (as defined below). BS&A and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**". The Parties hereby agree as follows:

Customer Name: City of Titusville, Brevard County FL	**Sponsor Contact**: Justin Kenney, IT Director
Billing Address: 555 S. Washington Ave, Titusville, FL 32796	**Sponsor Phone**: 321-567-3748
Accounts Payable Email: Helpdesk@titusville.com	**Sponsor Email**: justin.kenney@titusville.com

Platform and Fee Information

Effective Date: [__]	
Platform Description: Those modules and feature packs of BS&A's proprietary hosted enterprise resource planning service for managing local government functions that are identified in the Pricing Sheet.	
"**Initial Subscription Period**": [One (1) year]	**Subscription Fees**: $240,030.00, payable [annually].
The "**Initial Subscription Period**" shall begin the at the earlier date of activation of module(s) on Customer's site or; • One (1) year after the Effective Date for any new software modules • Six (6) months after the Effective Date for any software modules upgrading from BS&A's .NET Platform	
Professional Services (if any): $328,885.00	**Service Fees (if any)**:
Other Customer Terms:	

The Customer Agreement (the "**Agreement**"), made and entered into as of the Effective Date between BS&A and Customer, includes and incorporates: (i) the above Order; (ii) any Orders previously or subsequently entered into by the Parties; and (iii) the Customer Terms and Conditions, which are attached to this Order (the "**Terms and Conditions**"); and (iv) the Pricing Sheet attached to this Order (the "**Pricing Sheet**").

BS&A SOFTWARE, LLC

Name: _____

Title: _____

CITY OF TITUSVILLE, FL

_____

Name: Andrew Connors

Title: Mayor

ATTEST:

Wanda F. Wells, City Clerk Date:

APPROVED AS TO FORM:

Andriene Treasure, City Attorney Date

APPROVED AS TO CONTENT:

Tom Abbate, City Manager Date

EXHIBIT A

CUSTOMER TERMS AND CONDITIONS

The Parties agree as follows:

1. Definitions.

1.1 "**Authorized User**" means Customer's employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Platform under this Agreement; and (ii) for whom access to the Platform has been purchased hereunder.

1.2 "**BS&A IP**" means the Platform and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, BS&A IP includes Usage Data and any information, data, or other content derived from BS&A's provision of the Platform but does not include Customer Data.

1.3 "**Business Contact Data**" means Personal Information that relates to BS&A's relationship with Customer, including, by way of example and without limitation, the names and contact information of Authorized Users and any other data BS&A collects for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws, rules, or regulations.

1.4 "**Customer Data**" means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, including Business Contact Data; provided that, for purposes of clarity, Customer Data as defined herein does not include Business Contact Data or Usage Data.

1.5 "**Documentation**" means Company's end user documentation relating to the Platform, including any user guides.

1.6 "**Harmful Code**" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

1.7 "**Order**" means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Platform through BS&A's online ordering process, the results of such online ordering process.

1.8 "**Personal Information**" means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

1.9 "**Platform**" 'has the meaning set forth on the Order.

1.10 "**Professional Services**" means training, migration, implementation, integration, or other professional services that are provided to Customer in connection with its use of the Platform hereunder.

1.11 "**Subscription Period**" means the time period identified on the Order during which Customer's Authorized Users may access and use the Platform.

1.12 "**Third-Party Products**" means any third-party products provided with, integrated with, or incorporated into the Platform.

1.13 "**Usage Data**" means usage data collected and processed by BS&A in connection with Customer's use of the Platform, including without limitation test configuration metadata, activity logs, and data used to optimize and maintain performance of the Platform, and to investigate and prevent system abuse. For purposes of clarity, Customer Data is not Usage Data and Usage Data does not contain Personal Information or any other Customer Data.

1.14 "**Usage Limitations**" means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized Users (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.

2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Customer may, solely through its Authorized Users, access and use the Platform during the Subscription Period on a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable basis. Such use is limited to Customer's internal business purposes and the features and functionalities specified in the Order. Each Authorized User must have its own unique account on the Platform and Authorized Users may not share their account credentials with one another or any third party. Customer will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users' accounts.

2.2 Documentation License. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable license to use the Documentation during the Subscription Period solely for Customer's internal business purposes in connection with its use of the Platform.

2.3 Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any BS&A IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from any BS&A IP; (v) use any BS&A IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any BS&A IP for purposes of competitive analysis of BS&A or the Platform, the development, provision, or use of a competing software service or product, or any other purpose that is to BS&A's detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Platform any information or materials, including Customer Data, that are unlawful or injurious or that infringe or otherwise violate any third party's intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any BS&A IP for any activity where use or failure of the BS&A IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.4 Reservation of Rights. BS&A reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the BS&A IP.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, BS&A may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Platform if: (i) BS&A reasonably determines that (a) there is a threat or attack on any of the BS&A IP; (b) Customer's or any Authorized User's use of the BS&A IP disrupts or poses a security risk to the BS&A IP or to any other customer or vendor of BS&A; (c) Customer, or any Authorized User, is using the BS&A IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) BS&A's provision of the Platform to Customer or any Authorized User is prohibited by applicable law; or (f) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform may infringe or otherwise violate any third party's intellectual property or other rights; (ii) any vendor of BS&A has suspended or terminated BS&A's access to or use of any Third-Party Products required to enable Customer to access the Platform; or (iii) in accordance with Section 7.1 (any such suspension described in subclauses (i), (ii), or (iii), a "**Service Suspension**"). BS&A shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Service Suspension. BS&A shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. BS&A will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6 Business Contact Data and Usage Data. Notwithstanding anything to the contrary in this Agreement,

BS&A may process Business Contact Data: (i) to manage BS&A's relationship with Customer; (ii) to carry out BS&A's core business operations, such as, by way of example and without limitation, accounting, audits, tax preparation and for filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Platform, and to prevent harm to BS&A, Customer, and BS&A's other customers; (iv) for identity verification purposes; and (v) to comply with applicable laws, rules, and regulations relating to the processing and retention of Personal Information to which BS&A may be subject. BS&A may process Usage Data for any lawful purpose, including to monitor, maintain, and optimize the Platform.

3. Customer Responsibilities.

3.1 General. Customer is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

3.2 Third-Party Products. BS&A may from time to time make Third-Party Products available to Customer or BS&A may allow for certain Third-Party Products to be integrated with the Platform to allow for the transmission of Customer Data from such Third-Party Products into the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. BS&A is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. By authorizing BS&A to transmit Customer Data from Third-Party Products into the Platform, Customer represents and warrants to BS&A that it has all right, power, and authority to provide such authorization.

3.3 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party platforms or service providers ("**Customer Systems**"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Platform directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. For purposes of clarity, Customer Systems do not include BS&A's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems, and networks operated directly by BS&A and its third-party service providers.

4. Support. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including payment of applicable Fees, BS&A will use commercially reasonable efforts to provide Customer with basic customer support via BS&A's standard support channels during BS&A's normal business hours.

5. Professional Services. BS&A will perform Professional Services as described in an Order. Customer will provide BS&A all reasonable cooperation required for BS&A to perform the Professional Services, including without limitation timely access to any reasonably required Customer materials, information, or personnel. Subject to any limitations identified in an Order, Customer will reimburse BS&A's reasonable travel and lodging expenses incurred in providing Professional Services. To the extent the Professional Services result in any work product of any kind or character ("**Work Product**"), all such Work Product will remain owned solely and exclusively by BS&A and, to the extent any such Work Product consists of enhancements, improvements, or other modifications to the Platform, such Work Product may be used by Customer solely in connection with Customer's authorized use of the Platform under this Agreement.

5.1 Cancellation. In the event Customer cancels or reschedules Professional Services (other than for Force Majeure or breach by BS&A), and without prejudice to BS&A's other rights and remedies, Customer is liable to BS&A for (i) all Professional Services performed prior to the cancellation or rescheduling of Professional Services; (ii) all non-refundable expenses actually incurred by BS&A on Customer's behalf; and (iii) daily Project Management or Implementation and Training fees associated with the cancelled or rescheduled Professional Services (in accordance with the daily fee rate), if less than forty-five (45) days advance notice is given regarding the need to cancel or reschedule and

BS&A cannot reasonably reassign its affected Professional Services resources to other projects where comparable skills are required.

6. Insurance. During the Subscription Period, BS&A shall procure and maintain appropriate insurance policies with coverage limits that are commensurate with industry standards and Customer requirements of $1M+ general/auto, workers' comp statutory, $2M+ cyber liability (breach/response), professional liability; BS&A must name Customer as additional insured; primary/non-contributory; with waiver of subrogation. The certificates and related endorsements must be submitted to the Customer prior to contract execution. All lines of coverage are subject to the approval by the Customer's Risk Manager to be sufficient to protect against potential risks associated with this Agreement. The insurance policies shall be obtained from reputable and financially sound insurance providers, and BS&A agrees to provide proof of such insurance upon request by Customer.

7. Fees and Taxes.

7.1 Fees. The Platform may be provided for a fee or other charge. Customer shall pay BS&A the fees ("**Fees**") identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). BS&A may increase the Fees annually, provided that BS&A will provide Customer at least forty-five (45) days' notice of such increase prior to the end of the then-current Term. The amount of the Fee increase will be five percent (5%) as compared to the Fees applicable during then-current Term, as applicable. Fees paid by Customer are non-refundable. Customer shall make all payments hereunder in US dollars by ACH or via paper check, to such account as BS&A may specify in writing from time to time, or by another mutually agreed-upon payment method. If Customer pays via invoice, Customer will pay the invoiced amount within forty-five (45) calendar days of the invoice date, in accordance with Florida Prompt Payment Act.

7.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on BS&A's income.

8. Confidential Information.

8.1 Definition. From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as "confidential" or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, "**Confidential Information**"). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party's Confidential Information.

8.2 Duty. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder ("**Representatives**"). The receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party may disclose the terms and existence of this Agreement to its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms.

8.3 Return of Materials; Effects of Termination/Expiration. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed within thirty (30) days. Each Party's obligations of non-use and non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any

Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9. **Retention And Review Of Records**

BS&A and its subcontractors or suppliers shall retain all records relating to this agreement for a period of five (5) years, or as further directed by local, state, or federal regulations, from the date that the City makes final payment, and all other pending matters are closed.

BS&A and its subcontractors or suppliers shall make available all books, documents, papers, and records of BS&A or its subcontractor or suppliers, which are directly pertinent to this agreement, to the City's Purchasing and Contracting Administrator or their duly authorized representative, or the U.S. Comptroller General or Inspector General, or the Auditor General, or duly authorized representative for the purpose of making an audit, inspection, review, copying, excerpts and transcriptions. BS&A and its subcontractors will permit such representatives to interview employees on the job during working hours.

10. **Public Records**

Records of the Contractor that are made or received in the course of performance of the Vendor's obligations under this agreement may be public records that are subject to the requirements of Chapter 119, Fla. Stat. and accordingly Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Fla. Stat. In the event the Contractor receives a request for any such records, the Contractor shall notify the City and comply with Chapter 119, Fla. Stat. The Contractor shall not prepare any news or press release in any way related to this Contract, without the City's written consent. Contractor hereby agrees to comply with the following:

10.1 As provided in Section 119.0701, Florida Statutes, the Contractor is required to, and by executing this Contract the Contractor agrees to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes 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 the completion of the contract if the Contractor does not transfer the records to the City.

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

(i) The term "public record" as used in this provision includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

IF CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO VENDOR'S DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. Washington Ave., Titusville FL 32796.

11. Data Security and Processing of Personal Information.

11.1 Customer Data. Customer hereby grants to BS&A a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for BS&A to provide the Platform and otherwise perform its obligations hereunder. Customer may export the Customer Data at any time through the features and functionalities made available via the Platform. For the avoidance of doubt, aggregated, de-identified, and anonymized portions, sets, or other combinations of Customer Data that do not contain personally identifying elements of Customer's identity or of any Authorized Users are Usage Data and not Customer Data.

Upon any termination or expiration, BS&A shall, within thirty (30) days and at no cost, return or provide Customer with a complete copy of all Customer Data in an industry standard format and certify deletion of all remaining copies.

11.2 Security Measures. BS&A will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data (including Personal Information provided as part of Business Contact Data) from unauthorized access, use, alteration, or disclosure. At minimum SOC 2 Type II, encryption at rest/transit, multi-factor, annual penetration testing shall be provided.

BS&A will maintain the security of Customer's data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. BS&A and subcontractors will not perform any of the services from outside of the United States. In the event of a security breach involving Customer's data, BS&A shall give notice to the Customer within 24 hours. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, BS&A must provide the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Customer reserves the right in its sole discretion to enlist a third party to audit BS&A's findings and produce an independent report, and BS&A will reasonably cooperate with the third party. BS&A will also comply with all any other state and federal rules and regulations regarding security of information.

11.3 BS&A must comply with all Florida Statute data laws, including §119.0701 and cybersecurity incident reporting.

11.4 Processing of Personal Information. BS&A's rights and obligations with respect to Personal Information that it collects directly from individuals (if any) are set forth in BS&A's Privacy Policy (as amended from time to time in accordance with its terms). Personal Information processed by BS&A on behalf of Customer is considered Customer Data and is governed by the terms of this Agreement.

12. Intellectual Property Ownership; Feedback.

12.1 BS&A IP. Customer acknowledges that, as between Customer and BS&A, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the BS&A IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

12.2 Usage Data. Customer acknowledges that, as between BS&A and Customer, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the Usage Data.

12.3 Customer Data. BS&A acknowledges that, as between BS&A and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data.

12.4 Feedback. If Customer or any of its employees or contractors sends or transmits any communications

or materials to BS&A by mail, email, telephone, or otherwise, suggesting or recommending changes to the BS&A IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), BS&A is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

13. Mutual Warranties; Disclaimer of Other Warranties.

13.1 Mutual Warranties. Each party hereby represents and warrants to the other that: (i) it has the full right, power, and authority to enter into, execute, and perform its obligations under this Agreement without any conflict with or violation of any other obligations to which it may be subject; and (ii) this Agreement is binding on such party in accordance with its terms.

13.2 Disclaimer of Other Warranties. THE BS&A IP IS PROVIDED "AS IS" AND BS&A HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BS&A SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BS&A MAKES NO WARRANTY OF ANY KIND THAT THE BS&A IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

14. Indemnification.

14.1 BS&A Indemnification.

(a) BS&A shall indemnify, defend, and hold harmless Customer, customer's employees, and customer's officers from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") brought against Customer alleging that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights; provided that Customer promptly notifies BS&A in writing of the claim, cooperates with BS&A, and allows BS&A sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Customer agrees to permit BS&A, at BS&A's sole discretion: to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If BS&A determines that neither alternative is reasonably commercially available, BS&A may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and as Customer's sole and exclusive remedy therefor, BS&A will provide to Customer a prorated refund of prepaid, unused Fees attributable to the Platform (and not including any one-time Fees for Professional Services that have been performed).

(c) This Section 14.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by BS&A or authorized by BS&A in writing; (ii) modifications to the Platform not made by BS&A; (iii) Customer Data; or (iv) Third-Party Products.

(d) BS&A shall also indemnify, defend, and hold harmless Customer, its employees, and officers from Losses arising from (i) any breach of Section 10, (ii) BS&A's gross negligence or willful misconduct.

14.2 Customer Indemnification. To the extent permitted under applicable laws, Customer shall indemnify, hold harmless, and, at BS&A's option, defend BS&A from and against any Losses resulting from any Third-Party Claim alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; or (iii) use of the Platform in combination with data, software, hardware, equipment or technology not provided by BS&A or authorized by BS&A in writing; in each case provided that Customer may not settle any Third-Party Claim against BS&A unless BS&A consents to such settlement, and further provided that BS&A will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

The foregoing indemnification does not waive any defense of sovereign immunity and nothing contained in this section or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statures, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; nor shall it be construed to constitute an agreement by any party to indemnify any other party for such party's negligent, willful, or intentional acts or omissions.

This Agreement does not waive or limit any defenses, immunities, or rights of the City under Florida law.

14.3 Sole Remedy. THIS SECTION 14.3 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BS&A'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BS&A WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL 'EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY WITH RESPECT TO LIABILITIES ARISING FROM: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8; (B) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; OR (C) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 14 (PROVIDED THAT BS&A'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH SUCH INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM).

15. Subscription Period and Termination.

15.1 Subscription Period. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the Order (the "**Initial Subscription Period**"). This Agreement will automatically renew for additional successive terms equal to the length of the Initial Subscription Period unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each a "**Renewal Subscription Period**" and together with the Initial Subscription Period, the "**Subscription Period**").

15.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) BS&A may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after BS&A's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 8;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

15.3 Termination for Convenience. The Contract may be terminated by the Customer in whole or in part at

any time, in the best interest of the City of Titusville. If the Contract is terminated before performance is completed, BS&A will be paid only for Professional Services work already performed. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of Professional Services work already performed. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the BS&A IP and, without limiting Customer's obligations under Section 8, Customer shall delete, destroy, or return all copies of the BS&A IP and certify in writing to the BS&A that the BS&A IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

15.4 Survival. This Section 15.4 and Sections 1, 5, 8, 12, 13, 14, 0, 15.3, and 16 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

16. Miscellaneous.

16.1 Relationship of the Parties. BS&A performs its obligations hereunder as an independent contractor and not a partner, joint venture, or agent of Customer and shall not bind nor attempt to bind Customer to any contract without Customer's prior written approval on a case-by-case basis. BS&A is responsible for hiring, firing, and supervising its personnel is solely responsible hereunder for its personnel, including without limitation for: (a) payment of compensation to such personnel; (b) withholding (if applicable), paying, and reporting, for all personnel assigned to perform services (including Professional Services) in connection with this Agreement, applicable tax withholding, social security taxes, employment head taxes, unemployment insurance, and other taxes or charges applicable to such personnel; and (c) health or disability benefits, retirement benefits, or welfare, pension, or other benefits (if any) to which such personnel may be entitled. For purposes of clarity, BS&A's personnel will not be eligible to participate in any of Customer's employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs.

16.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference (iii) the Service Level Agreement (Exhibit C).

16.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

16.4 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

16.5 Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

16.6 Waiver. No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

16.7 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other

provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16.8 Governing Law; Submission to Jurisdiction. To the extent permissible under applicable laws, this Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. To the extent permissible under applicable laws, any legal suit, action, or proceeding arising out of or related to this Agreement must be instituted in the federal courts of the United States or the courts of the State of Florida in each case located in Brevard County, Florida and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

16.9 Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder (except in the case of either Party utilizing authorized subcontractors and consultants), in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Notwithstanding the foregoing, either Party may freely assign this Agreement to an affiliate or successor in interest in the event of a merger, acquisition, sale of all or substantially all of its assets, corporate reorganization, or other change in control, without the prior consent of the other Party.

16.10 Export Regulation. The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

16.11 US Government Rights. Each of the Documentation and software components that constitute the Platform is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Documentation and the Platform as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

16.12 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

EXHIBIT B

PRICING SHEET

(Based on Quote 2693 dated 3/25/2026)

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Upgrade - Cloud Modules – *Annual Fee*

Financial Management		
GL-General Ledger (Includes Budgeting, Bank Rec, and Project and Grant Accounting)		$17,455.00
AP-Account Payable		$14,375.00
PO-Purchase Order		$14,125.00
CR-Cash Receipting		$15,655.00
AR-Account Receivables		$13,610.00
FA-Fixed Assets		$13,355.00
	Total	$88,575.00
Personnel Management		
PR-Payroll		$23,815.00
HR-Human Resources		$16,690.00
	Total	$40,505.00
Community Development		
BD-Building Department (Includes Permits, Inspections, P&Z, Engineering, and Code Enforcement)		$28,150.00
BL-Business License		$13,865.00
	Total	$42,015.00
BS&A Online *Fees for BS&A Online subscription services will be charged at the next renewal period.*		
CD-Building		$12,395.00
	Total	$12,395.00

Utility Billing		
UB-Utility Billing		$29,400.00
WO-Work Orders		$14,375.00
	Total	$43,775.00
	Subtotal	**$227,265.00**

New Purchase - Cloud Modules - *Annual Fee*

Platform		
Laserfiche		$2,765.00
API Access *ERSI endpoint API (Scope dependent upon further technical discovery)*		$10,000.00
	Total	$12,765.00
	Subtotal	**$12,765.00**

Project Management and Implementation Planning

Services include:

- *Analyzing customer processes to ensure all critical components are addressed.*
- *Creating and managing the project schedule in accordance with the customer's existing processes and needs.*
- *Planning and scheduling training around any planned process changes included in the project plan.*
- *Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.*
- *Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.*
- *Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.*
- *Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).*

	Total	**$93,730.00**

Implementation and Training

- *$1,425/day*
- *Days quoted are estimates; you are billed for actual days used*
- *Training days quoted/billed in full day increments only*

Services include:

- *Setting up users and user security rights for each application*
- *Performing final process and procedure review*
- *Configuring custom settings in each application to fit the needs of the customer*
- *Setting up application integration and workflow methods*
- *Onsite verification of converted data for balancing and auditing purposes*
- *Training and Go-Live*

Setup Days

ITS Setup - FM	Setup Days: 5	$7,125.00
ITS Setup - HRIS	Setup Days: 5	$7,125.00
ITS Setup - CD	Setup Days: 5	$7,125.00
ITS Setup - UB	Setup Days: 5	$7,125.00
ITS Setup – Laserfiche Integration	Setup Days: 1	$2,450.00
	Total Setup Days: 21	Subtotal: $29,925.00

Implementation and Training Days

ITS Training - FM	Training Days: 15	$21,375.00
ITS Training - HRIS	Training Days: 21	$29,925.00
ITS Training - CD	Training Days: 22	$31,350.00
ITS Training - UB	Training Days: 24	$34,200.00
	Total Training Days: 82	Subtotal: $116,850.00
	Total Days: 103	**Total: $146,775.00**

Post-Go Live Assistance

- *Review and consult on streamlining day-to-day activities as they relate to the processes within the BS&A modules*
- *Assist customers with more detailed and advanced report options available within the BS&A modules*
- *Revisit commonly-used procedures discussed during training*
- *As needs arise, provide assistance with bank reconciliations*
- *$1,425/day*
- *Days quoted are estimates; you are billed for actual days used*

Post-Go Live for all modules for which training was performed	**Training Days: 15**	**$21,375.00**

Cost Totals

Upgrade Modules – *Annual Fee*	Subtotal	$227,265.00
Cloud New Purchase – *Annual Fee*	Subtotal	$12,765.00
Project Management	Subtotal	$93,730.00
Implementation and Training	Subtotal	$146,775.00
Post-Go Live Assistance	Subtotal	$21,375.00
Total Proposed		**$501,910.00**
Estimated Travel Expenses		*$67,005.00*

Travel Expenses are estimated. The final invoice will reflect actual expenses following the completion of training activities based on the guidelines described below.

$160/$185/$225 per day hotel, varies by state
$90 per day car rental
$70 per day meals
$730 per trip airfare/related expenses
$0.70/mile round trip for drive distance

Payment Schedule

1st Payment:	**$93,730** to be invoiced upon execution of this agreement.
2nd Payment:	**$227,635** to be invoiced upon the subscription start date.
3rd Payment:	**$235,155** to be invoiced upon completion of training.
4th Payment:	**$12,395** to be invoiced upon next renewal of subscription-based BS&A Online features.

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Mayor's Report**

Department/Office: City Manager

Recommended Action:
The Mayor will provide his individual report.

Request Council approval to present a proclamation declaring May 16-22, 2026 as Safe Boating Week at the May 12, 2026 Regular City Council Meeting.

Summary Explanation & Background:
N/A

Alternatives:
N/A

Item Budgeted:
N/A

Source/Use of Funds/Budget Book Page:
N/A

Strategic Plan:
N/A

Strategic Plan Impact:
N/A

ATTACHMENTS:
None

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Council Reports**

Department/Office: City Manager

Recommended Action:
Council Members will provide their individual reports.

Summary Explanation & Background:
N/A

Alternatives:
N/A

Item Budgeted:
N/A

Source/Use of Funds/Budget Book Page:
N/A

Strategic Plan:
N/A

Strategic Plan Impact:
N/A

ATTACHMENTS:
None

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **City Manager's Report**

Department/Office: City Manager

Recommended Action:
The City Manager's Report is included in the agenda packet.

Summary Explanation & Background:
N/A

Alternatives:
N/A

Item Budgeted:
N/A

Source/Use of Funds/Budget Book Page:
N/A

Strategic Plan:
N/A

Strategic Plan Impact:
N/A

ATTACHMENTS:
1. CM Report 28 Apr 26_
2. Quarter 2 Accomplishments FY26

MEMORANDUM

April 28, 2026

TO: The Honorable Mayor and City Council

FROM: Tom Abbate, City Manager

SUBJECT: City Manager's Report

The following is my report for Council's regular meeting of April 28, 2026:

A. ACTION ITEMS

None to Report

B. INFORMATION ITEMS

1. 2nd Qtr FY 26 Strategic Plan Accomplishments

Attached are staff's strategic plan accomplishments for the 2nd qtr. of FY26.

Special Meetings and Events	
City Council Strategic Planning Off-site Retreat	Parrish Medical Center May 30, 2026 9:00 am – 4:00 pm
July 4th Parade	US Rte 1 to Veterans Mem Park July 4, 2026 9:00 am
Red, White and Boom! July 4th Celebration	Sand Point Park July 4, 2026 6:00 pm – 10:00 pm
Budget Workshop	City Hall August 4, 2026 5:00 pm
1st Budget Public Hearing	City Hall September 9, 2026 5:30 pm
Final Budget Public Hearing	City Hall September 21, 2026 5:30 pm

Quarter 2 FY26 Accomplishments and Milestones (for Council Report)		
Dept.	Strategic Goal #	Explanation of accomplishment or milestone
CS	2.b	Responded to an average of 1,850 customer calls per month and resolved 98% within 48 hours
CS	3.a	Increased delinquent accounts receivable by 0% - no addition to our delinquency over the last quarter
DEV/CRA	2.b and 1.f	Collaborated with the Florida Main Street Program to plan and execute a community meeting to gauge public interest in the reestablishment of a Main Street program in Titusville
DEV/CRA	4.c and 1.f	Collaborated with the American Space Museum and approved the installation of a commemorative pylon at Space View Park to recognize and honor contributors to the International Space Station
DEV/CRA	1.d	Collaborated with Code Enforcement to incorporate Crime Prevention Through Environmental Design (CPED) principles within the CRA District to improve safety and aesthetics
DEV/CRA	2.b	Collaborating with Space X, Kennedy Space Center for structural monitoring for three (3) historic structures in the CRA for the proposed Space Superheavy Launches
DEV/CRA	4.c	Prepared and submitted articles for Titusville Talking Points highlighting key projects and initiatives within the CRA
DEV/CRA	4.c	Organized and hosted a community engagement meeting to gather public input on the Broad Street Improvements, the reestablishment of the Main Street program, and the Trail Town Amenities Strategic Plan
DEV/CRA	4.c	Collaborated with downtown businesses to establish partnerships aimed at reducing vacancies and promoting occupancy within the downtown area
DEV/HPB	4.c	Reviewed and evaluated the existing demolition review process for historic homes and developed a recommended update to the Historic Preservation Ordinance; This effort included coordination and collaboration with the City's Historic Preservation Officer prior; This was advanced to City Council for consideration; This is a topic for the HPB Community Workshop to be hosted on 5/28/2026
DEV/HPB	5.a	Developed a formal recognition program for Mid-Century Modern structures, to be presented on behalf of the Historic Preservation Board at the annual workshop, in support of increased awareness and appreciation of this architectural period
DEV/HPB	5.b	Planned the 2026 HPB Annual Workshop for May 28, 2026 at the Harry T. Moore Center
DEV/HPB	2.b	Collaborating with Director, NASA, Space X, Kennedy Space Center for structural monitoring for historic structures in the CRA for the proposed Space Superheavy Launch in 2026
DEV/HPB	5.b	Designated four (4) Titusville structures to be presented with the Mid Century Modern Certificate of Recognition
DEV/PW	1.a	Public Works public outreach presentation at the Community Conference featured water quality improvement projects for FY25-FY26
DEV	1.c and 2.c	Hosted the Student Leadership Field Trip with Clerks office and published a report for the Student Advisory Council (SAP 7.1.3)
DEV	2.c	Completed 3 ASHRAE Level 2 energy audits on Fire Dept, City Hall, and Police Dept (SAP 3.2.2)
DEV	2.c	Onboarded 6 buildings into energy star (SAP 3.2.1)
DEV	2.c	Participated in the ERFPC GHG Committee to help build a tool for municipal GHG reporting (SAP 3.1.2)
DEV	2.c	Organized and hosted Community Conference (SAP 1.1)
DEV	2.c	Organizing a bike giveaway program with PD, CODE, and 501-3(c) (SAP 4.2.5 and 1.2.4)
DEV/TPD	2.c	Partner with CODE enforcement CPTED study to propose alternatives to City Hall fountain to reduce municipal water consumption (SAP 5.2)
DEV	2.c	Published & presented mid-way update to council on the Urban Forestry Management Plan (SAP 2.1.2)

DEV	2.b	Onboarded City with the Southeast Sustainability Directors Network (alongside Tampa, St. Pete, Orlando, Winter Park, Clearwater, Dunedin, Tallahassee, Gainesville, Wellington, and Cape Canaveral)
EDEV	4.a	Began discussions with the East Central Florida Regional Planning Council to conduct a corridor study of Hopkins Avenue; Awaiting Purchase Order to review and begin process
EDEV	4.b	Placed digital marketing in Site Selector's Florida Spotlight Edition
EDEV	4.b	Finalized social media campaign content; Full deployment by Q3
EDEV	4.b	Continued to educate developers of ReSimplifi; Attracted attention of two large RFI's from site
FIRE	1.d	Completed production on the Pierce Tower Apparatus
FIRE	1.d	Onboarded 5 new personnel; One employee passed state paramedic exam
FIRE	1.d	Received 5th LUCAS compression device
IT	1.d	Completed Stage 2 for Computer Aided Dispatch Cloud migration project
PW	1.a	Completed installation of two SOIRL grant funded pond circulators
PW	2.a	Completed annual road resurfacing
PW	2.a	Completed the Blue Heron clarifier project
TPD	1.d	Executed 4 residential search warrants within a quarter mile of the complaint area of S Deleon Avenue and Pine Street and seized over 200 grams of cocaine with a street value of approximately $20,000; Seized 4 firearms, one of which was a stolen firearm and one was a semi-automatic shotgun capable of rapid fire with a high capacity magazine; SIS conducted seized approximately 1.1 pounds of methamphetamine from a traffic stop which an Orlando couple was delivering to Titusville; The street value of this methamphetamine is approximately $3,000 to $5,000
TPD	1.d	Traffic Unit Traffic Stops: 2Q 2026 = 34% increase DUI enforcement: 2Q 2026 = 17% increase
TPD	2.b	TPD Partnered with North Brevard NAACP and Brevard Parks and Rec for a Dr. Martin Luther King Jr Commemorative event. The event gave an opportunity to connect with residents, open conversation and create positive memories for citizens.

Department Key

CLERK	City Clerk	**FIRE**	Fire & Emergency Services
COMR	Community Relations	**HR**	Human Resources
CS	Customer Service	**IT**	Information Technology
DEV	Community Development (including Economic Development, Planning, and Building)	**NS**	Neighborhood Services
DEV/CRA	Community Redevelopment Agency	**P&C**	Purchasing & Contracting
DEV/HPB	Historic Preservation Board	**PW**	Public Works
FIN	Finance	**TPD**	Titusville Police Department

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Andriene Treasure, Esq., City Attorney

Subject: **Update: Request for Informal Mediation pursuant to Florida Statutes Section 163.3181(4)**

Department/Office: City Attorney's Office

Recommended Action:
This is for informational purposes only. No action required.

Summary Explanation & Background:
Update: The City Attorney's Office and attorney for the Applicant are in continued discussions to finalize the selection of a mediator and a date certain for this informal mediation. Presently, there are two potential mediators being discussed and tentative dates and times to conduct the informal mediation either at the end of May or sometime in June, depending on availability of the parties and mediator. Please be reminded this matter has an accompanying lawsuit that was filed with the court and served upon the City several weeks ago.

On February 10, 2026, the City Council heard a request from Toulon Apartments MS, LLC, ("Applicant") for approval of an application for a transmittal to be sent to the State of Florida to consider a comprehensive plan amendment to property located at 2150 Country Club Drive, Titusville, FL 32780. The State of Florida requires any comprehensive plan amendment request, which is larger than 50 acres, to be transmitted to the State for review by any relevant state agencies pursuant to Florida Statutes, Chapter 163.3184. The City Council denied the Applicant's request and a Final Order of Denial of the Comprehensive Plan Amendment No. 2-2025, was rendered on March 2, 2026.

Subsequently, on March 9, 2026, the Applicant sent a Request for Informal Mediation, regarding the denial letter, pursuant to Florida Statutes, section 163.3181(4), which provides in pertinent part:

> If a local government denies an owner's request for an amendment to the comprehensive plan which is applicable to the property of the owner, the local government must afford an opportunity to the owner for informal mediation or other alternative dispute resolution. The costs of the mediation or other alternative dispute resolution shall be borne equally by the local government and the owner. If the owner

requests mediation, the time for bringing a judicial action is tolled until the completion of the mediation or 120 days, whichever is earlier. F.S. 163.3181(4).

The applicant, by and through their attorney and the City Attorney's Office, will coordinate the informal mediation framework and process as Florida Statutes, section 163.3181(4) contains no specific authority requirements for participation and provides minimal procedural guidelines beyond basic mediation opportunity. If informal mediation produces any agreement, such agreement is subject to the approval and ratification of the City Council to become in effect and binding.

Alternatives:
N/A

Item Budgeted:
N/A

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:
1. Request for Mediation
2. Final Order 3-2-26
3. Florida Statutes 163.3181 (1)
4. Florida Statutes 163.3184

TOULON APARTMENTS MS, LLC'S REQUEST FOR INFORMAL MEDIATION PURSUANT TO § 163.3181 (4), FLA. STAT (2025)

Toulon Apartments MS, LLC, as the Owner of the Property with site address 2150 Country Club Drive, Titusville, FL 32780, Parcel ID 22-35-16-00-6, Florida (the "Property"), hereby files this Request for Informal Mediation, pursuant to §163.3181(4), Fla. Stat. (2025), regarding the Denial of the Comprehensive Plan Amendment No. 2-2025, by Final Order rendered March 2, 2026. A copy of the Final Order is attached.

I HEREBY CERTIFY that this Request for Informal Mediation has been filed with Mayor Andrew Connors, 555 S. Washington Avenue, Titusville, FL 32796, by eservice at Andrew.Connors@titusville.com with copy to City Attorney, Andriene Treasure, at Andriene.Treasure@titusville.com, and the City Clerk at Wanda.Wells@titusville.com on March 9, 2026.

LACEY REZANKA

Kimberly B. Rezanka

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Attorneys for Toulon Apartments MS, LLC

City of Titusville

Gateway to Nature & Space

Final Order

On February 10, 2026, the Titusville City Council heard a request to amend the City of Titusville Comprehensive Plan by changing the Future Land Use Map (FLUM) designation of a 150-acre parcel known as the Royal Oak Golf Course located at Country Club Drive, south of Harrison Street and north of Knox McRae Drive. The applicant requested to change the FLUM designation from the Recreational and Conservation designations to the Low Density Residential.

The State of Florida requires that any comprehensive plan amendment request which is larger than 50 acres would be allowed to be considered as a comprehensive plan amendment first must be transmitted to the State for review by any relevant state agencies pursuant to Chapter 163, Fla. Stat.

Based upon the recommendation of the Planning and Zoning Commission and the findings of City Council, the City Council hereby enters this order:

Comprehensive Plan Amendment No. 2-2025 is hereby denied.

The City Council found the amendment would permit too many residential units and is not compatible with the surrounding areas. The City Council was also concerned with stormwater management and runoff and the number of access points and their location.

The Planning and Zoning Commission was concerned with stormwater management and the increased number of residential units.

This Order is hereby officially issued on February 10, 2026.

BY: _____
Andrew Connors, Mayor

Filed in City Clerk's office this 2nd day of March 2026

Wanda E. Wells
Wanda E. Wells, City Clerk

Revised

The Decision of the City Council is a final order. In the event you desire to challenge this decision, you must file an appropriate action within 30 days or take such other action as authorized by law.

This decision shall take effect immediately. However, the City of Titusville's Land Development Regulations Section 30-411 states such approval shall be preliminary in nature and shall not entitle the applicant to proceed with the development unless the public facilities are available concurrent with the impacts of development as provided in land Development Regulations Section 30-411.

Issuance of a development permit by the City of Titusville does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City of Titusville for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal law. All other applicable state or federal permits shall be obtained before commencement of the development.

Order Provided to:	☐ Owner ☐ Tenant ☐ Agent ☐ Other

163.3181 Public participation in the comprehensive planning process; intent; alternative dispute resolution.—

(1) It is the intent of the Legislature that the public participate in the comprehensive planning process to the fullest extent possible. Towards this end, local planning agencies and local governmental units are directed to adopt procedures designed to provide effective public participation in the comprehensive planning process and to provide real property owners with notice of all official actions which will regulate the use of their property. The provisions and procedures required in this act are set out as the minimum requirements towards this end.

(2) During consideration of the proposed plan or amendments thereto by the local planning agency or by the local governing body, the procedures shall provide for broad dissemination of the proposals and alternatives, opportunity for written comments, public hearings as provided herein, provisions for open discussion, communications programs, information services, and consideration of and response to public comments.

(3) A local government considering undertaking a publicly financed capital improvement project may elect to use the procedures set forth in this subsection for the purpose of allowing public participation in the decision and resolution of disputes. For purposes of this subsection, a publicly financed capital improvement project is a physical structure or structures, the funding for construction, operation, and maintenance of which is financed entirely from public funds.

(a) Before the date of a public hearing on the decision on whether to proceed with the proposed project, the local government shall publish public notice of its intent to decide the issue according to the notice procedures described by s. 125.66(5)(b)2. for a county or s. 166.041(3)(c)2.b. for a municipality.

(b) If the local government chooses to use this process, an affected person may not institute or intervene in an administrative hearing objecting to the project as not consistent with the local comprehensive plan unless, and then only to the extent to which, the affected person raised, through written or oral comments, the same issues between the date of publication of the public notice and the conclusion of the public hearing. However, this limitation shall not apply to issues arising either from significant changes to the location, type, or use of the project, or to significant new information about the project site which becomes known after the public hearing as a result of subsequent site study and analysis, if required.

(c) If an affected person requests an administrative hearing pursuant to ss. 120.569 and 120.57, that person shall file the petition no later than 30 days after the public hearing or no later than 30 days after the change or new information is made available to the public, whichever is later. Affected local governments, the state land planning agency, or other affected persons may intervene. Following the initiation of an administrative hearing, the administrative law judge shall, by order issued within 15 days after receipt of the petition, establish a schedule for the proceedings, including discovery, which provides for a final hearing within 60 days of the issuance of the order. Proposed recommended orders must be submitted to the administrative law judge, if at all, within 10 days of the filing of the hearing transcript. Recommended orders shall be submitted to the state land planning agency within 30 days of the last day for the filing of the proposed recommended order. The state land planning agency shall issue its final order within 45 days of receipt of the recommended order.

(d) The doctrine of res judicata shall apply to all matters raised and disposed of in the final order issued pursuant to this subsection.

(4) If a local government denies an owner's request for an amendment to the comprehensive plan which is applicable to the property of the owner, the local government must afford an opportunity to the owner for informal mediation or other alternative dispute resolution. The costs of the mediation or other alternative dispute resolution shall be borne equally by the local government and the owner. If the owner requests mediation, the time for bringing a judicial action is tolled until the completion of the mediation or 120 days, whichever is earlier.

History.—s. 8, ch. 75-257; s. 3, ch. 76-155; s. 1, ch. 77-174; s. 3, ch. 77-331; s. 9, ch. 93-206; s. 12, ch. 93-286; s. 4, ch. 95-181; s. 10, ch. 95-310; s. 25, ch. 96-410; s. 9, ch. 2023-309.

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163.3184 Process for adoption of comprehensive plan or plan amendment.—

(1) DEFINITIONS.—As used in this section, the term:

(a) "Affected person" includes the affected local government; persons owning property, residing, or owning or operating a business within the boundaries of the local government whose plan is the subject of the review; owners of real property abutting real property that is the subject of a proposed change to a future land use map; and adjoining local governments that can demonstrate that the plan or plan amendment will produce substantial impacts on the increased need for publicly funded infrastructure or substantial impacts on areas designated for protection or special treatment within their jurisdiction. Each person, other than an adjoining local government, in order to qualify under this definition, shall also have submitted oral or written comments, recommendations, or objections to the local government during the period of time beginning with the transmittal hearing for the plan or plan amendment and ending with the adoption of the plan or plan amendment.

(b) "In compliance" means consistent with the requirements of ss. 163.3177, 163.3178, 163.3180, 163.3191, 163.3245, and 163.3248, with the appropriate strategic regional policy plan, and with the principles for guiding development in designated areas of critical state concern and with part III of chapter 369, where applicable.

(c) "Reviewing agencies" means:

1. The state land planning agency;
2. The appropriate regional planning council;
3. The appropriate water management district;
4. The Department of Environmental Protection;
5. The Department of State;
6. The Department of Transportation;
7. In the case of plan amendments relating to public schools, the Department of Education;
8. In the case of plans or plan amendments that affect a military installation listed in s. 163.3175, the commanding officer of the affected military installation;
9. In the case of county plans and plan amendments, the Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services; and
10. In the case of municipal plans and plan amendments, the county in which the municipality is located.

(2) COMPREHENSIVE PLANS AND PLAN AMENDMENTS.—

(a) Plan amendments adopted by local governments shall follow the expedited state review process in subsection (3), except as set forth in paragraphs (b) and (c).

(b) Plan amendments that qualify as small-scale development amendments may follow the small-scale review process in s. 163.3187.

(c) Plan amendments that are in an area of critical state concern designated pursuant to s. 380.05; propose a rural land stewardship area pursuant to s. 163.3248; propose a sector plan pursuant to s. 163.3245 or an amendment to an adopted sector plan; update a comprehensive plan based on an evaluation and appraisal pursuant to s. 163.3191; propose a development that is subject to the state coordinated review process pursuant to s.

380.06; or are new plans for newly incorporated municipalities adopted pursuant to s. 163.3167, must follow the state coordinated review process in subsection (4).

(3) EXPEDITED STATE REVIEW PROCESS FOR ADOPTION OF COMPREHENSIVE PLAN AMENDMENTS.—

(a) The process for amending a comprehensive plan described in this subsection shall apply to all amendments except as provided in paragraphs (2)(b) and (c) and shall be applicable statewide.

(b)1. If a plan amendment or amendments are adopted, the local government, after the initial public hearing held pursuant to subsection (11), shall transmit, within 10 working days after the date of adoption, the amendment or amendments and appropriate supporting data and analyses to the reviewing agencies. The local governing body shall also transmit a copy of the amendments and supporting data and analyses to any other local government or governmental agency that has filed a written request with the governing body.

2. The reviewing agencies and any other local government or governmental agency specified in subparagraph 1. may provide comments regarding the amendment or amendments to the local government. State agencies shall only comment on important state resources and facilities that will be adversely impacted by the amendment if adopted. Comments provided by state agencies shall state with specificity how the plan amendment will adversely impact an important state resource or facility and shall identify measures the local government may take to eliminate, reduce, or mitigate the adverse impacts. Such comments, if not resolved, may result in a challenge by the state land planning agency to the plan amendment. Agencies and local governments must transmit their comments to the affected local government such that they are received by the local government not later than 30 days after the date on which the agency or government received the amendment or amendments. Reviewing agencies shall also send a copy of their comments to the state land planning agency.

3. Comments to the local government from a regional planning council, county, or municipality shall be limited as follows:

a. The regional planning council review and comments shall be limited to adverse effects on regional resources or facilities identified in the strategic regional policy plan and extrajurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the region. A regional planning council may not review and comment on a proposed comprehensive plan amendment prepared by such council unless the plan amendment has been changed by the local government subsequent to the preparation of the plan amendment by the regional planning council.

b. County comments shall be in the context of the relationship and effect of the proposed plan amendments on the county plan.

c. Municipal comments shall be in the context of the relationship and effect of the proposed plan amendments on the municipal plan.

d. Military installation comments shall be provided in accordance with s. 163.3175.

4. Comments to the local government from state agencies shall be limited to the following subjects as they relate to important state resources and facilities that will be adversely impacted by the amendment if adopted:

a. The Department of Environmental Protection shall limit its comments to the subjects of air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, and conservation easements; solid waste; water and wastewater treatment; and the Everglades ecosystem restoration.

b. The Department of State shall limit its comments to the subjects of historic and archaeological resources.

c. The Department of Transportation shall limit its comments to issues within the agency's jurisdiction as it relates to transportation resources and facilities of state importance.

d. The Fish and Wildlife Conservation Commission shall limit its comments to subjects relating to fish and wildlife habitat and listed species and their habitat.

e. The Department of Agriculture and Consumer Services shall limit its comments to the subjects of agriculture, forestry, and aquaculture issues.

f. The Department of Education shall limit its comments to the subject of public school facilities.

g. The appropriate water management district shall limit its comments to flood protection and floodplain management, wetlands and other surface waters, and regional water supply.

h. The state land planning agency shall limit its comments to important state resources and facilities outside the jurisdiction of other commenting state agencies and may include comments on countervailing planning policies and objectives served by the plan amendment that should be balanced against potential adverse impacts to important state resources and facilities.

(c)1. The local government shall hold a second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments pursuant to subsection (11). If the local government fails, within 180 days after receipt of agency comments, to hold the second public hearing, the amendments are deemed withdrawn unless extended by agreement with notice to the state land planning agency and any affected person that provided comments on the amendment. If the amendments are not adopted at the second public hearing, the amendments shall be formally adopted by the local government within 180 days after the second public hearing is held or the amendments are deemed withdrawn.

2. All comprehensive plan amendments adopted by the governing body, along with the supporting data and analysis, shall be transmitted within 30 working days after the final adoption hearing to the state land planning agency and any other agency or local government that provided timely comments under subparagraph (b)2. If the local government fails to transmit the comprehensive plan amendments within 30 working days after the final adoption hearing, the amendments are deemed withdrawn.

3. The state land planning agency shall notify the local government of any deficiencies within 5 working days after receipt of an amendment package. For purposes of completeness, an amendment shall be deemed complete if it contains a full, executed copy of:

a. The adoption ordinance or ordinances;

b. In the case of a text amendment, the amended language in legislative format with new words inserted in the text underlined, and words deleted stricken with hyphens;

c. In the case of a future land use map amendment, the future land use map clearly depicting the parcel, its existing future land use designation, and its adopted designation; and

d. Any data and analyses the local government deems appropriate.

4. An amendment adopted under this paragraph does not become effective until 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, an amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

(4) STATE COORDINATED REVIEW PROCESS.—

(a) *Coordination.*—The state land planning agency shall only use the state coordinated review process described in this subsection for review of comprehensive plans and plan amendments described in paragraph (2)(c). Each comprehensive plan or plan amendment proposed to be adopted pursuant to this subsection shall be transmitted, adopted, and reviewed in the manner prescribed in this subsection. The state land planning agency shall have responsibility for plan review, coordination, and the preparation and transmission of comments, pursuant to this subsection, to the local governing body responsible for the comprehensive plan or plan amendment.

(b) *Local government transmittal of proposed plan or amendment.*—Each local governing body proposing a plan or plan amendment specified in paragraph (2)(c) shall transmit the complete proposed comprehensive plan or plan amendment to the reviewing agencies within 10 working days after the first public hearing pursuant to subsection (11). The transmitted document shall clearly indicate on the cover sheet that this plan amendment is subject to the state coordinated review process of this subsection. The local governing body shall also transmit a copy of the complete proposed comprehensive plan or plan amendment to any other unit of local government or government agency in the state that has filed a written request with the governing body for the plan or plan amendment.

(c) *Reviewing agency comments.*—The agencies specified in paragraph (b) may provide comments regarding the plan or plan amendments in accordance with subparagraphs (3)(b)2.-4. However, comments on plans or plan amendments required to be reviewed under the state coordinated review process shall be sent to the state land planning agency within 30 days after receipt by the state land planning agency of the complete proposed plan or plan amendment from the local government. If the state land planning agency comments on a plan or plan amendment adopted under the state coordinated review process, it shall provide comments according to paragraph

(d). Any other unit of local government or government agency specified in paragraph (b) may provide comments to the state land planning agency in accordance with subparagraphs (3)(b)2.-4. within 30 days after receipt by the state land planning agency of the complete proposed plan or plan amendment. Written comments submitted by the public shall be sent directly to the local government.

(d) *State land planning agency review.*—

1. If the state land planning agency elects to review a plan or plan amendment specified in paragraph (2)(c), the agency shall issue a report giving its objections, recommendations, and comments regarding the proposed plan or plan amendment within 60 days after receipt of the proposed plan or plan amendment. Notwithstanding the limitation on comments in sub-subparagraph (3)(b)4.g., the state land planning agency may make objections, recommendations, and comments in its report regarding whether the plan or plan amendment is in compliance and whether the plan or plan amendment will adversely impact important state resources and facilities. Any objection regarding an important state resource or facility that will be adversely impacted by the adopted plan or plan amendment shall also state with specificity how the plan or plan amendment will adversely impact the important state resource or facility and shall identify measures the local government may take to eliminate, reduce, or mitigate the adverse impacts. When a federal, state, or regional agency has implemented a permitting program, a local government is not required to duplicate or exceed that permitting program in its comprehensive plan or to implement such a permitting program in its land development regulations. This subparagraph does not prohibit the state land planning agency in conducting its review of local plans or plan amendments from making objections, recommendations, and comments regarding densities and intensities consistent with this part. In preparing its comments, the state land planning agency shall only base its considerations on written, and not oral, comments.

2. The state land planning agency review shall identify all written communications with the agency regarding the proposed plan amendment. The written identification must include a list of all documents received or generated by the agency, which list must be of sufficient specificity to enable the documents to be identified and copies requested, if desired, and the name of the person to be contacted to request copies of any identified document.

(e) *Local government review of comments; adoption of plan or amendments and transmittal.*—

1. The local government shall review the report submitted to it by the state land planning agency, if any, and written comments submitted to it by any other person, agency, or government. The local government shall, upon receipt of the report from the state land planning agency, hold its second public hearing to determine whether to adopt the comprehensive plan or one or more comprehensive plan amendments pursuant to subsection (11). If the local government fails to hold the second hearing and adopt the amendments within 180 days after receipt of the state land planning agency's report, the amendments shall be deemed withdrawn unless extended by agreement with notice to the state land planning agency and any affected person that provided comments on the amendment. The 180-day limitation does not apply to amendments processed pursuant to s. 380.06.

2. All comprehensive plan amendments adopted by the governing body, along with the supporting data and analysis, shall be transmitted within 10 working days after the final adoption hearing to the state land planning agency and any other agency or local government that provided timely comments under paragraph (c). If the local government fails to transmit the comprehensive plan amendments within 10 working days after the final adoption hearing, the amendments are deemed withdrawn.

3. The state land planning agency shall notify the local government of any deficiencies within 5 working days after receipt of a plan or plan amendment package. For purposes of completeness, a plan or plan amendment shall be deemed complete if it contains a full, executed copy of each of the following:

a. The adoption ordinance or ordinances;

b. In the case of a text amendment, the amended language in legislative format with new words inserted in the text underlined, and words deleted stricken with hyphens;

c. In the case of a future land use map amendment, the future land use map clearly depicting the parcel, its existing future land use designation, and its adopted designation; and

d. Any data and analyses the local government deems appropriate.

4. After the state land planning agency makes a determination of completeness regarding the adopted plan or plan amendment, the state land planning agency shall have 45 days to determine whether the plan or plan amendment is in compliance with this act. Unless the plan or plan amendment is substantially changed from the one commented on, the state land planning agency's compliance determination shall be limited to objections raised in the objections, recommendations, and comments report. During the period provided for in this subparagraph, the state land planning agency shall issue, through a senior administrator or the secretary, a notice of intent to find that the plan or plan amendment is in compliance or not in compliance. The state land planning agency shall post a copy of the notice of intent on the agency's Internet website. Publication by the state land planning agency of the notice of intent on the state land planning agency's Internet site is prima facie evidence of compliance with the publication requirements of this subparagraph.

5. A plan or plan amendment adopted under the state coordinated review process shall go into effect pursuant to the state land planning agency's notice of intent. If timely challenged, an amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

(5) ADMINISTRATIVE CHALLENGES TO PLANS AND PLAN AMENDMENTS.—

(a) Any affected person as defined in paragraph (1)(a) may file a petition with the Division of Administrative Hearings pursuant to ss. 120.569 and 120.57, with a copy served on the affected local government, to request a formal hearing to challenge whether the plan or plan amendments are in compliance as defined in paragraph (1)(b). This petition must be filed with the division within 30 days after the local government adopts the amendment. The state land planning agency may not intervene in a proceeding initiated by an affected person.

(b) The state land planning agency may file a petition with the Division of Administrative Hearings pursuant to ss. 120.569 and 120.57, with a copy served on the affected local government, to request a formal hearing to challenge whether the plan or plan amendment is in compliance as defined in paragraph (1)(b). The state land planning agency's petition must clearly state the reasons for the challenge. Under the expedited state review process, this petition must be filed with the division within 30 days after the state land planning agency notifies the local government that the plan amendment package is complete according to subparagraph (3)(c)3. Under the state coordinated review process, this petition must be filed with the division within 45 days after the state land planning agency notifies the local government that the plan amendment package is complete according to subparagraph (4)(e)3.

1. The state land planning agency's challenge to plan amendments adopted under the expedited state review process shall be limited to the comments provided by the reviewing agencies pursuant to subparagraphs (3)(b)2.-4., upon a determination by the state land planning agency that an important state resource or facility will be adversely impacted by the adopted plan amendment. The state land planning agency's petition shall state with specificity how the plan amendment will adversely impact the important state resource or facility. The state land planning agency may challenge a plan amendment that has substantially changed from the version on which the agencies provided comments but only upon a determination by the state land planning agency that an important state resource or facility will be adversely impacted.

2. If the state land planning agency issues a notice of intent to find the comprehensive plan or plan amendment not in compliance with this act, the notice of intent shall be forwarded to the Division of Administrative Hearings of the Department of Management Services, which shall conduct a proceeding under ss. 120.569 and 120.57 in the county of and convenient to the affected local jurisdiction. The parties to the proceeding shall be the state land planning agency, the affected local government, and any affected person who intervenes. No new issue may be alleged as a reason to find a plan or plan amendment not in compliance in an administrative pleading filed more than 21 days after publication of notice unless the party seeking that issue establishes good cause for not alleging the issue within that time period. Good cause does not include excusable neglect.

(c) An administrative law judge shall hold a hearing in the affected local jurisdiction on whether the plan or plan amendment is in compliance.

1. In challenges filed by an affected person, the comprehensive plan or plan amendment shall be determined to be in compliance if the local government's determination of compliance is fairly debatable.

2.a. In challenges filed by the state land planning agency, the local government's determination that the comprehensive plan or plan amendment is in compliance is presumed to be correct, and the local government's determination shall be sustained unless it is shown by a preponderance of the evidence that the comprehensive plan or plan amendment is not in compliance.

b. In challenges filed by the state land planning agency, the local government's determination that elements of its plan are related to and consistent with each other shall be sustained if the determination is fairly debatable.

3. In challenges filed by the state land planning agency that require a determination by the agency that an important state resource or facility will be adversely impacted by the adopted plan or plan amendment, the local government may contest the agency's determination of an important state resource or facility. The state land planning agency shall prove its determination by clear and convincing evidence.

(d) If the administrative law judge recommends that the amendment be found not in compliance, the judge shall submit the recommended order to the Administration Commission for final agency action. The Administration Commission shall make every effort to enter a final order expeditiously, but at a minimum within the time period provided by s. 120.569.

(e) If the administrative law judge recommends that the amendment be found in compliance, the judge shall submit the recommended order to the state land planning agency.

1. If the state land planning agency determines that the plan amendment should be found not in compliance, the agency shall make every effort to refer the recommended order and its determination expeditiously to the Administration Commission for final agency action, but at a minimum within the time period provided by s. 120.569.

2. If the state land planning agency determines that the plan amendment should be found in compliance, the agency shall make every effort to enter its final order expeditiously, but at a minimum within the time period provided by s. 120.569.

3. The recommended order submitted under this paragraph becomes a final order 90 days after issuance unless the state land planning agency acts as provided in subparagraph 1. or subparagraph 2. or all parties consent in writing to an extension of the 90-day period.

(f) Parties to a proceeding under this subsection may enter into compliance agreements using the process in subsection (6).

(g) The prevailing party in a challenge filed under this subsection is entitled to recover attorney fees and costs in challenging or defending a plan or plan amendment, including reasonable appellate attorney fees and costs.

(6) COMPLIANCE AGREEMENT.—

(a) At any time after the filing of a challenge, the state land planning agency and the local government may voluntarily enter into a compliance agreement to resolve one or more of the issues raised in the proceedings. Affected persons who have initiated a formal proceeding or have intervened in a formal proceeding may also enter into a compliance agreement with the local government. All parties granted intervenor status shall be provided reasonable notice of the commencement of a compliance agreement negotiation process and a reasonable opportunity to participate in such negotiation process. Negotiation meetings with local governments or intervenors shall be open to the public. The state land planning agency shall provide each party granted intervenor status with a copy of the compliance agreement within 10 days after the agreement is executed. The compliance agreement shall list each portion of the plan or plan amendment that has been challenged, and shall specify remedial actions that the local government has agreed to complete within a specified time in order to resolve the challenge, including adoption of all necessary plan amendments. The compliance agreement may also establish monitoring requirements and incentives to ensure that the conditions of the compliance agreement are met.

(b) Upon the filing of a compliance agreement executed by the parties to a challenge and the local government with the Division of Administrative Hearings, any administrative proceeding under ss. 120.569 and 120.57 regarding the plan or plan amendment covered by the compliance agreement shall be stayed.

(c) Before its execution of a compliance agreement, the local government must approve the compliance agreement at a public hearing advertised at least 10 days before the public hearing in a newspaper of general

circulation in the area in accordance with the advertisement requirements of chapter 125 or chapter 166, as applicable.

(d) The local government shall hold a single public hearing for adopting remedial amendments.

(e) For challenges to amendments adopted under the expedited review process, if the local government adopts a comprehensive plan amendment pursuant to a compliance agreement, an affected person or the state land planning agency may file a revised challenge with the Division of Administrative Hearings within 15 days after the adoption of the remedial amendment.

(f) For challenges to amendments adopted under the state coordinated process, the state land planning agency shall issue a cumulative notice of intent addressing both the remedial amendment and the plan or plan amendment that was the subject of the agreement within 20 days after receiving a complete plan or plan amendment adopted pursuant to a compliance agreement.

1. If the local government adopts a comprehensive plan or plan amendment pursuant to a compliance agreement and a notice of intent to find the plan amendment in compliance is issued, the state land planning agency shall forward the notice of intent to the Division of Administrative Hearings and the administrative law judge shall realign the parties in the pending proceeding under ss. 120.569 and 120.57, which shall thereafter be governed by the process contained in paragraph (5)(a) and subparagraph (5)(c)1., including provisions relating to challenges by an affected person, burden of proof, and issues of a recommended order and a final order. Parties to the original proceeding at the time of realignment may continue as parties without being required to file additional pleadings to initiate a proceeding, but may timely amend their pleadings to raise any challenge to the amendment that is the subject of the cumulative notice of intent, and must otherwise conform to the rules of procedure of the Division of Administrative Hearings. Any affected person not a party to the realigned proceeding may challenge the plan amendment that is the subject of the cumulative notice of intent by filing a petition with the agency as provided in subsection (5). The agency shall forward the petition filed by the affected person not a party to the realigned proceeding to the Division of Administrative Hearings for consolidation with the realigned proceeding. If the cumulative notice of intent is not challenged, the state land planning agency shall request that the Division of Administrative Hearings relinquish jurisdiction to the state land planning agency for issuance of a final order.

2. If the local government adopts a comprehensive plan amendment pursuant to a compliance agreement and a notice of intent is issued that finds the plan amendment not in compliance, the state land planning agency shall forward the notice of intent to the Division of Administrative Hearings, which shall consolidate the proceeding with the pending proceeding and immediately set a date for a hearing in the pending proceeding under ss. 120.569 and 120.57. Affected persons who are not a party to the underlying proceeding under ss. 120.569 and 120.57 may challenge the plan amendment adopted pursuant to the compliance agreement by filing a petition pursuant to paragraph (5)(a).

(g) This subsection does not prohibit a local government from amending portions of its comprehensive plan other than those that are the subject of a challenge. However, such amendments to the plan may not be inconsistent with the compliance agreement.

(h) This subsection does not require settlement by any party against its will or preclude the use of other informal dispute resolution methods in the course of or in addition to the method described in this subsection.

(7) MEDIATION AND EXPEDITIOUS RESOLUTION.—

(a) At any time after the matter has been forwarded to the Division of Administrative Hearings, the local government proposing the amendment may demand formal mediation or the local government proposing the amendment or an affected person who is a party to the proceeding may demand informal mediation or expeditious resolution of the amendment proceedings by serving written notice on the state land planning agency if a party to the proceeding, all other parties to the proceeding, and the administrative law judge.

(b) Upon receipt of a notice pursuant to paragraph (a), the administrative law judge shall set the matter for final hearing no more than 30 days after receipt of the notice. Once a final hearing has been set, no continuance in the hearing, and no additional time for post-hearing submittals, may be granted without the written agreement of the parties absent a finding by the administrative law judge of extraordinary circumstances. Extraordinary

circumstances do not include matters relating to workload or need for additional time for preparation, negotiation, or mediation.

(c) Absent a showing of extraordinary circumstances, the administrative law judge shall issue a recommended order, in a case proceeding under subsection (5), within 30 days after filing of the transcript, unless the parties agree in writing to a longer time.

(d) For a case following the procedures under this subsection, absent written consent of the parties or a showing of extraordinary circumstances, if the administrative law judge recommends that the amendment be found not in compliance, the Administration Commission shall issue a final order within 45 days after issuance of the recommended order. If the administrative law judge recommends that the amendment be found in compliance, the state land planning agency shall issue a final order within 45 days after issuance of the recommended order. If the state land planning agency fails to timely issue a final order, the recommended order finding the amendment to be in compliance immediately becomes the final order.

(8) ADMINISTRATION COMMISSION.—

(a) If the Administration Commission, upon a hearing pursuant to subsection (5), finds that the comprehensive plan or plan amendment is not in compliance with this act, the commission shall specify remedial actions that would bring the comprehensive plan or plan amendment into compliance.

(b) The commission may specify the sanctions provided in subparagraphs 1. and 2. to which the local government will be subject if it elects to make the amendment effective notwithstanding the determination of noncompliance.

1. The commission may direct state agencies not to provide funds to increase the capacity of roads, bridges, or water and sewer systems within the boundaries of those local governmental entities which have comprehensive plans or plan elements that are determined not to be in compliance. The commission order may also specify that the local government is not eligible for grants administered under the following programs:

a. The Florida Small Cities Community Development Block Grant Program, as authorized by ss. 290.0401-290.048.

b. The Florida Recreation Development Assistance Program, as authorized by chapter 375.

c. Revenue sharing pursuant to ss. 206.60, 210.20, and 218.61 and chapter 212, to the extent not pledged to pay back bonds.

2. If the local government is one which is required to include a coastal management element in its comprehensive plan pursuant to s. 163.3177(6)(g), the commission order may also specify that the local government is not eligible for funding pursuant to s. 161.091. The commission order may also specify that the fact that the coastal management element has been determined to be not in compliance shall be a consideration when the department considers permits under s. 161.053 and when the Board of Trustees of the Internal Improvement Trust Fund considers whether to sell, convey any interest in, or lease any sovereignty lands or submerged lands until the element is brought into compliance.

3. The sanctions provided by subparagraphs 1. and 2. do not apply to a local government regarding any plan amendment, except for plan amendments that amend plans that have not been finally determined to be in compliance with this part, and except as provided in this paragraph.

(9) GOOD FAITH FILING.—The signature of an attorney or party constitutes a certificate that he or she has read the pleading, motion, or other paper and that, to the best of his or her knowledge, information, and belief formed after reasonable inquiry, it is not interposed for any improper purpose, such as to harass or to cause unnecessary delay, or for economic advantage, competitive reasons, or frivolous purposes or needless increase in the cost of litigation. If a pleading, motion, or other paper is signed in violation of these requirements, the administrative law judge, upon motion or his or her own initiative, shall impose upon the person who signed it, a represented party, or both, an appropriate sanction, which may include an order to pay to the other party or parties the amount of reasonable expenses incurred because of the filing of the pleading, motion, or other paper, including a reasonable attorney's fee.

(10) EXCLUSIVE PROCEEDINGS.—The proceedings under this section shall be the sole proceeding or action for a determination of whether a local government's plan, element, or amendment is in compliance with this act.

(11) PUBLIC HEARINGS.—

(a) The procedure for transmittal of a complete proposed comprehensive plan or plan amendment pursuant to subparagraph (3)(b)1. and paragraph (4)(b) and for adoption of a comprehensive plan or plan amendment pursuant to subparagraphs (3)(c)1. and (4)(e)1. shall be by affirmative vote of not less than a majority of the members of the governing body present at the hearing. The adoption of a comprehensive plan or plan amendment shall be by ordinance. For the purposes of transmitting or adopting a comprehensive plan or plan amendment, the notice requirements in chapters 125 and 166 are superseded by this subsection, except as provided in this part.

(b) The local governing body shall hold at least two advertised public hearings on the proposed comprehensive plan or plan amendment as follows:

1. The first public hearing shall be held at the transmittal stage. It shall be held on a weekday at least 7 days after the day that the first advertisement is published pursuant to the requirements of chapter 125 or chapter 166.

2. The second public hearing shall be held at the adoption stage. It shall be held on a weekday at least 5 days after the day that the second advertisement is published pursuant to the requirements of chapter 125 or chapter 166.

(c) Nothing in this part is intended to prohibit or limit the authority of local governments to require a person requesting an amendment to pay some or all of the cost of the public notice.

(12) CONCURRENT ZONING.—At the request of an applicant, a local government shall consider an application for zoning changes that would be required to properly enact any proposed plan amendment transmitted pursuant to this section. Zoning changes approved by the local government are contingent upon the comprehensive plan or plan amendment transmitted becoming effective.

(13) AREAS OF CRITICAL STATE CONCERN.—No proposed local government comprehensive plan or plan amendment that is applicable to a designated area of critical state concern shall be effective until a final order is issued finding the plan or amendment to be in compliance as defined in paragraph (1)(b).

History.—s. 9, ch. 75-257; s. 1, ch. 77-174; s. 4, ch. 77-331; s. 7, ch. 83-308; s. 8, ch. 84-254; s. 8, ch. 85-55; s. 9, ch. 86-191; s. 7, ch. 92-129; s. 77, ch. 92-279; s. 55, ch. 92-326; s. 10, ch. 93-206; s. 34, ch. 94-356; s. 1445, ch. 95-147; s. 5, ch. 95-181; s. 11, ch. 95-310; s. 2, ch. 95-322; s. 26, ch. 96-410; s. 16, ch. 97-99; s. 2, ch. 97-253; s. 3, ch. 98-146; s. 12, ch. 98-176; s. 15, ch. 2000-158; s. 34, ch. 2001-254; s. 7, ch. 2002-296; s. 2, ch. 2004-384; s. 6, ch. 2005-290; s. 19, ch. 2006-1; s. 3, ch. 2007-198; s. 7, ch. 2009-96; s. 6, ch. 2011-14; s. 17, ch. 2011-139; s. 15, ch. 2012-5; s. 1, ch. 2012-75; s. 8, ch. 2012-99; s. 3, ch. 2015-30; s. 3, ch. 2016-148; s. 1, ch. 2023-115; s. 3, ch. 2024-234; s. 5, ch. 2025-177.

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