



City of Melbourne, Florida City Council Agenda

City Hall Council Chamber
900 E. Strawbridge Avenue
Melbourne, FL 32901

October 14, 2025, 6:30 PM

This meeting shall adjourn by 11:00 p.m. Extension of the meeting beyond 11:00 p.m. shall only be authorized by a majority vote of City Council.

In accordance with Council policy, the roll call vote rotates each meeting. During this meeting, the vote will be Districts One through Six except that the Mayor will vote last as provided by City Code and the Vice Mayor will vote second to last.

A. OPENING

1. **Invocation** - Pastor Aaron Heinly, Church on the Rock Melbourne
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Proclamations and Presentations**
 - a. Proclamation declaring October 2025 as "Domestic Violence Awareness Month."
 - b. Proclamation declaring October 2025 as "Cybersecurity Awareness Month."
 - c. Exceptional Citizen Award Presentation to Victor Rosales
5. **Approval of Minutes** - September 24, 2025 Budget Public Hearing and Regular Meeting
6. **City Manager's Report**
7. **Public Comments**

B. UNFINISHED BUSINESS

8. **Ordinance No. 2025-41 (AV2025-0002):** (First Reading/Public Hearing)
An ordinance vacating a bike path easement between 2465 Wild Wood Drive and 2455 Wild Wood Drive. (Postponed - 9/11/2025)

9. **Ordinance No. 2025-47, Comprehensive Plan Text Amendment (CPA-2018-07) Platt Ranch Community Activity Center:** (Second Reading/Public Hearing) An ordinance amending Future Land Use Element Policy 1.11.6 of the Comprehensive Plan, providing for the exclusion of a 300+/- acre portion of the Platt Ranch Community Activity Center from conceptual master plan and utility provision agreement requirements. (Owner - F. Carlyle Platt Partnership, LLLP) (Applicant/Representative - Ana Saunders, P.E., LJA Engineering, Inc.) (P&Z Board - 11/15/18) (First Reading - 9/24/2025)
10. Fire Inspections & Fee Schedule
 - a. **Ordinance No. 2025-48, Fire Inspections** (Second Reading/Public Hearing) An ordinance amending the fee schedule for periodic fire inspections as described in Section 28-46, revising the language in Section 28-49, and clarifying the timeframe for submitting electronic reports for the fire protection systems. (First Reading - 9/24/2025)
 - b. **Resolution No. 4383:** A resolution providing for the adoption of a new fee schedule as authorized by Section 28-46 of the City Code.

C. NEW BUSINESS

11. Change Order No. 4 to the contract for Biosolids Improvements at D.B. Lee and Grant Street Water Reclamation Facilities for digester area yard piping, Project No. 33519, L7 Construction, Inc., Longwood, FL - \$277,207.35.
12. Amendment No. 2 to Task Order No. JEG 014 to the Continuing Contract for Surface Water Treatment Plant Filter Expansion Improvements for Water Production Facility Improvements, Project No. 31320, Jacobs Engineering Group, Inc., Orlando, FL - \$69,016.
13. Task Order No. CDM-05 to the Professional Services Agreement for Hydrogeologic and Engineering Services contract for the Water Production Wellfield Improvements, Project No. 31323, CDM Smith, Inc., Maitland, FL - \$456,695.
14. Work Order No. 9 to the Storm Drain Cleaning, Repairs and Maintenance contract for Cured-in-Place Pipe Lining Rehabilitation for the Fountainhead Subdivision Storm Pipe, Project No. 14221, Shenandoah General Construction, LLC, Pompano Beach, FL - \$94,772.50.
15. **CONSENT AGENDA:**

- a. Renewal of Group Medicare Advantage Plan, UnitedHealthcare Insurance Company, Hartford, CT - estimated annual cost \$830,394.96.
- b. Authorization to Waive Formal Bidding Requirements to Retain Construction Services for the D.B. Lee Ditch Stabilization and Piping, Project No. 33522.
- c. Purchase of polymer Praestol DW22S for the Water Production Division, George S. Coyne Chemical Co., Croydon, PA - estimated annual cost of \$120,300.
- d. Contract award for the purchase of liquid sodium hypochlorite for the Water Production Division, Allied Universal Corporation, Miami, FL - estimated annual cost of \$864,000 and estimated contract cost of \$5,184,000.
- e. Contract award for Manhole & Structures Rehabilitation for the Wastewater Collections Division, Project No. 32026, Engineered Spray Solutions, LLC, Lakeland, FL - estimated annual cost of \$1,000,000.
- f. Purchase of a Vactor 2100i Plus hydro excavator vacuum truck for the Water Distribution Division, Environmental Products Group, Inc., Deerfield Beach, FL - \$580,791.33.
- g. Purchase of scheduled replacement of 16 pursuit-rated vehicles for the Police Department (Machinery & Equipment Replacement Fund), Alan Jay Ford, Sebring, FL - \$719,840.
- h. Purchase of SolarWinds Monitoring and Observability Dashboard for the Information Technology Department, Insight Public Sector, Inc., Chandler, AZ - first year cost of \$49,167.33 and a total three-year contract cost of \$148,426.84.
- i. Purchase of NeoGov software renewal, Governmentjobs.com, Inc. DBA NeoGov, El Segundo, CA - \$92,528.53.
- j. Renewal of and First Amendment to the Lease Agreement with Brevard County for the City of Melbourne to operate the Wickham Park Community Center located at 2815 Leisure Way.
- k. Contract award for consulting services for an Information Technology Master Plan, Project No. 18424, Berry, Dunn, McNeil & Parker, LLC, Portland, ME - \$106,100.
- l. Purchase of 31 sets of Globe personal protective clothing (structural firefighting gear) for the Fire Department, Bennett Fire Products Co., Inc., Woodstock, GA - \$114,956.99.

- m. First Amendment to the Continuing Contract for Professional Traffic Signal Retiming Consulting Services, Iteris, Inc., Tampa, FL.
- n. Continuing Contract for Professional Engineering Services for Geotechnical Laboratory services, Ardaman & Associates, Cocoa, FL.
- o. Continuing Contract for Professional Engineering Services for Surveying Services, Haley Ward, Inc., Melbourne, FL.
- p. Continuing Contract for Professional Engineering Services for Surveying Services, DRMP, Inc., Merritt Island, FL.
- q. Continuing Contract for Professional Engineering Services for Site/Civil Services, DRMP, Inc., Merritt Island, FL.
- r. Continuing Contract for Professional Engineering Services for Utility Services, DRMP, Inc., Merritt Island, FL.
- s. Continuing Contract for Professional Engineering Services for Infrastructure Services, DRMP, Inc., Merritt Island, FL.
- t. Contract award for continuous services related to water, wastewater and stormwater repairs for emergency work, Hinterland Group, Inc., Riviera Beach, FL.
- u. **Resolution No. 4384:** A resolution providing for solid waste service rates as authorized by Section 48-53 of the City Code.
- v. **Resolution No. 4385:** A resolution providing for a budget amendment to the Airport Capital Improvement Fund for the Taxiway 'A' Rehabilitation Project.

16. **ITEMS REMOVED FROM THE CONSENT AGENDA**

17. Council Remote Broadcast System, Project No.11525.
- a. **Resolution No. 4386:** A budget resolution appropriating funds into the project budget.
 - b. Purchase of Avior™ 25 Fully-Managed Meeting and Video Management streaming services for City Council meeting streaming, Granicus, LLC, Washington, D.C. - first year cost \$99,969.67 and a total contract cost of \$180,004.71.

18. **Preliminary Plat Approval Request (PPLAT2025-0001) Torrence Townhome Subdivision:** (Public Hearing) A request for preliminary plat approval for a townhome subdivision on 0.545± acres zoned R-2 (One-, Two- and Multiple-Family Dwelling Medium Density District) located on the south side of Torrence Lane, west of North Harbor City Boulevard and east of the FEC Railway. (Owner - Torrence Lane LLC, Mike Grogan) (Applicant/Representative - Vaheed Teimouri, P.E.) (P&Z Board - 9/18/2025)
19. **Ordinance No. 2025-49:** (First Reading) An ordinance amending Chapter 6 of the City Code relating to permissible hours of sale, service, and consumption of alcoholic beverages on January 1.
20. Discussion regarding the site assessment report for Fire Station No. 72 replacement.
21. Discussion regarding the City's property located at 2265 N. Harbor City Boulevard currently leased by the Disabled American Veterans. Inc. (Requested by Council Member Mark LaRusso)
22. Board Appointments
 - a. Code Enforcement Board
 - b. General Employees' Pension Plan Board of Trustees

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

E. ADJOURNMENT

Mayor Paul Alfrey, Vice Mayor David Neuman and Council Member Mark LaRusso, as members of the Airport Authority Board, may discuss Airport Authority issues, which may subsequently be addressed by the Airport Authority.

Council Members Marcus Smith, Mimi Hanley, Julie Kennedy and Mark LaRusso (alternate), as members of the Space Coast Transportation Planning Organization (SCTPO), may discuss SCTPO issues, which may subsequently be addressed by the SCTPO.

Pursuant to 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the City Council with respect to any matter considered at its meeting or hearing, he will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office (321-608-7220) at least 48 hours prior to the meeting.

City of Melbourne, Florida
Minutes – Budget Special Meeting Before City Council
September 24, 2025

A special workshop of the City Council was held in the City Council Chamber, 900 East Strawbridge Avenue, and was called to order at 5:34 p.m. by Mayor Paul Alfrey.

1. Pledge of Allegiance
2. Roll Call

Present:

Paul Alfrey	Mayor
Marcus Smith	Council Member, District 1
Mark LaRusso	Council Member, District 2
Rachael Bassett	Council Member, District 4
Mimi Hanley	Council Member, District 5
Julie Kennedy	Council Member, District 6
Jenni Lamb	City Manager
Joan Junkala-Brown	Deputy City Manager
Adam Conley	City Attorney
Kevin McKeown	City Clerk
Justice Stevens	Assistant City Clerk
Ross McGinn	Director of Finance
Marla Keehn	Management and Budget Officer

Absent:

David Neuman Vice Mayor, District 3 (conflict)

3. Discussion of the FY 2025-2026 Proposed Budget and Millage Rates.

Director of Finance Ross McGinn stated since the first budget public hearing, the following adjustments have been made to the overall budget:

- Increases to the Pavement Management Program and Machinery & Equipment Replacement Program, funded at the target levels as discussed.
- Revised the General Fund to reflect the increase in tax increment funding passing through for the Melbourne Downtown and Olde Eau Gallie Riverfront Community Redevelopment Agencies (CRAs).
- Rounding adjustments in the CRAs to reflect the requested millage.
- Removal of FDOT Drainage Project A1A Utility Adjustments project from the Capital Improvement Fund.

City of Melbourne, Florida
Minutes – Budget Special Meeting of the City Council
September 24, 2025

At the September 11, 2025 public hearing, the City Council tentatively approved the City of Melbourne Operating Millage Rate of 7.0112 mills, which is 11.4% above the rolled-back rate of 6.2927 mills. Also at the September 11, 2025 public hearing, City Council tentatively approved the City of Melbourne's Debt Service Millage Rate of 0.2977, which will generate \$2,529,028 in revenue used to make debt service payments on the Series 2022 General Obligation Bonds, approved by voter referendum to finance the construction of the Joseph Pellicano Law Enforcement Center.

Mr. McGinn added that Florida Statutes require specific purposes for the increase in ad valorem taxes and noted that this increase is justified since the city saw increases in employee compensation and desired to dedicate additional funding to the PMP and M&E Replacement Program.

The proposed FY 2026 budget as revised is \$315,391,394.

The Mayor opened the public hearing. There were no comments from the audience.

4. **Resolution No. 4372:** A resolution establishing the 2025-2026 millage rates.

Mr. McGinn reported that the proposed resolution provides for the adoption of the final millage rate of 7.0112 mills, which is 11.4% above the rolled-back rate of 6.2927. The resolution also provides for the adoption of the debt service millage rate of 0.2977 for the police department headquarters.

The Mayor opened the public hearing. There were no comments from the audience.

Moved by Hanley/Bassett for the approval of Resolution No. 4372 to adopt a millage rate of 7.0112 per \$1,000 of assessed property value for the 2025-2026 fiscal year, which is 11.4% above the rolled-back rate of 6.2927 and a debt service millage rate of 0.2977 mills. The roll call vote was:

Aye: Hanley, Kennedy, Smith, LaRusso, Bassett and Alfrey

Motion carried unanimously.

5. **Resolution No. 4373:** A resolution establishing the Pavement Management Program Fund.

Mr. McGinn noted that in 2014, the city conducted a detailed study called the Pavement Management Program (PMP) to evaluate and plan for maintaining its 280 miles of roads. The study recommended that the city needs \$5.1 million each year to keep the roads from degrading to a cost-prohibitive condition over time. However, the city has not yet been able to consistently fund road maintenance at that level. Because of this, the roads have continued to deteriorate.

To address this issue, staff is recommending that the city establish the Pavement Management Program Fund and dedicate 6.92% (the amount equal to this year's funding

City of Melbourne, Florida
Minutes – Budget Special Meeting of the City Council
September 24, 2025

for the program) of the city's annual operating property tax revenues—plus any interest earned—to fund the PMP each year commencing in fiscal year 2026.

Eligible uses include, but are not limited to, the design and construction of roadway assets and associated improvements, such as curbs, drainage, signs, signals, and sidewalks. Funds will be tracked separately in a sub-fund of the Transportation Improvement Fund, a Capital Projects Fund of the city. All spending is still subject to City Council approval

The Mayor opened the public hearing. There were no comments from the audience.

Moved by Hanley/Kennedy for the approval of Resolution No. 4373 establishing the Pavement Management Program Fund. The roll call vote was:

Aye: Hanley, Kennedy, Smith, LaRusso, Bassett and Alfrey

Motion carried unanimously.

6. **Resolution No. 4374:** A resolution establishing the Machinery & Equipment Replacement Fund

Mr. McGinn noted that in 2016, the City Council dedicated a portion of property tax revenue of approximately \$2.25 million per year to help fund the replacement of public safety capital machinery and equipment. Despite this, the city has not yet been able to fully fund replacement needs. Although the previously approved dedicated funding has enabled the city to partially sustain the timely replacement of public safety machinery and equipment, post-pandemic inflationary costs have eaten into the city's ability to fully fund needed replacements for the public safety arena, as well as our remaining divisions that are fully funded by the General Fund. We are often forced to delay funding for machinery and equipment required by the city's non-public safety divisions, which primarily include Streets Maintenance, Code Enforcement, Engineering, Parks and Recreation and Information Technology Departments.

To help address this issue, staff recommends establishing the Machinery & Equipment Replacement Fund to dedicate 6.10% of the city's annual operating property tax revenues—plus interest earned—to a Machinery and Equipment Replacement Program, commencing in fiscal year 2026.

Funds will be tracked separately in a Capital Projects Fund. Proceeds from selling surplus property and insurance reimbursements for totaled assets will also go into this fund. The fund will cover new and replacement equipment, including delivery and installation costs. All spending is still subject to City Council approval.

The Mayor opened the public hearing. There were no comments from the audience.

Moved by Hanley/Alfrey for the approval of Resolution No. 4374 establishing the Machinery & Equipment Replacement Fund. The roll call vote was:

City of Melbourne, Florida
Minutes – Budget Special Meeting of the City Council
September 24, 2025

Aye: Hanley, Kennedy, Smith, LaRusso, Bassett and Alfrey

Motion carried unanimously.

7. **Resolution No. 4375:** A resolution adopting the fiscal year 2025-2026 budget

Mr. McGinn noted that the tentative approval of the fiscal year 2025-2026 budget was given at the first public hearing, which was held on September 11, 2025. With the amendments approved at the first public hearing, the city's tentative budget is \$315,391,394.

The Mayor opened the public hearing. There were no comments from the audience.

Moved by Hanley/Bassett for the approval of Resolution No. 4375 adopting the fiscal year 2025-2026 budget in the amount of \$315,391,394. The roll call vote was:

Aye: Hanley, Kennedy, Smith, LaRusso, Bassett and Alfrey

Motion carried unanimously.

8. **Resolution No. 4376:** A resolution adopting the fiscal year 2025-2026 Melbourne Downtown Community Redevelopment Fund budget

The Mayor opened the public hearing. There were no comments from the audience.

Moved by Hanley/Bassett for the approval of Resolution No. 4376 adopting the fiscal year 2025-2026 budget for the Melbourne Downtown Community Redevelopment Fund in the amount of \$3,152,861. The roll call vote was:

Aye: Hanley, Kennedy, Smith, LaRusso, Bassett and Alfrey

Motion carried unanimously.

9. **Resolution No. 4377:** A resolution adopting the fiscal year 2025-2026 Olde Eau Gallie Riverfront Community Redevelopment Fund Budget.

The Mayor opened the public hearing. There were no comments from the audience.

Moved by LaRusso/Alfrey for the approval of Resolution No. 4377 adopting the fiscal year 2025-2026 budget for the Olde Eau Gallie Riverfront Community Redevelopment Fund in the amount of \$1,194,785. The roll call vote was:

Aye: Hanley, Kennedy, Smith, LaRusso, Bassett and Alfrey

Motion carried unanimously.

Council convened as the Melbourne Downtown Community Redevelopment Agency for the following item:

10. **Resolution No. 4378:** A resolution adopting the fiscal year 2025-2026 Melbourne Downtown Community Redevelopment Fund budget.

City of Melbourne, Florida
Minutes – Budget Special Meeting of the City Council
September 24, 2025

The Mayor opened the public hearing. There were no comments from the audience.

Moved by Hanley/Alfrey for the approval of Resolution No. 4378 adopting the fiscal year 2025-2026 budget for the Melbourne Downtown Community Redevelopment Fund in the amount of \$3,152,861. The roll call vote was:

Aye: Hanley, Kennedy, Smith, LaRusso, Bassett and Alfrey

Motion carried unanimously.

Council convened as the Olde Eau Gallie Riverfront Community Redevelopment Agency for the following item:

11. **Resolution No. 4379:** A resolution adopting the fiscal year 2025-2026 Olde Eau Gallie Riverfront Community Redevelopment Fund budget.

Moved by LaRusso/Alfrey for the adoption of the approval of Resolution No. 4379 adopting the fiscal year 2025-2026 budget for the Olde Eau Gallie Riverfront Community Redevelopment Fund in the amount of \$1,194,785. The roll call vote was:

Aye: Hanley, Kennedy, Smith, LaRusso, Bassett and Alfrey

Motion carried unanimously.

Council reconvened for the remaining item.

12. Adjournment

The meeting adjourned at 5:53 p.m.

City Clerk – September 26, 2025

Approved by Council:

City of Melbourne, Florida
Minutes – Regular Meeting Before City Council
September 24, 2025

A regular meeting of the City Council was held in the City Council Chamber, 900 East Strawbridge Avenue, and was called to order at 6:06 p.m. by Mayor Paul Alfrey.

A. OPENING

1. The invocation was given by Mayor Alfrey.
2. Pledge of Allegiance
3. Roll Call

Present:

Paul Alfrey	Mayor
David Neuman	Vice Mayor, District 3
Marcus Smith	Council Member, District 1
Mark LaRusso	Council Member, District 2
Rachael Bassett	Council Member, District 4
Mimi Hanley	Council Member, District 5
Julie Kennedy	Council Member, District 6
Jenni Lamb	City Manager
Joan Junkala-Brown	Deputy City Manager
Adam Conley	City Attorney
Kevin McKeown	City Clerk
Justice Stevens	Assistant City Clerk
Rebecca Thibert	Assistant to the City Manager

4. Proclamations and Presentations
5. Approval of Minutes – September 11, 2025 Budget Special Meeting and Regular Meeting

Moved by Smith/Alfrey for approval. Motion carried unanimously.

6. City Manager's Report

City Manager Jenni Lamb reported that the Parks, Recreation and Golf Department has earned accreditation through the Commission for Accreditation of Park and Recreation Agencies (CAPRA) and the National Recreation and Park Association (NRPA). This distinguished accomplishment was awarded at the NRPA Annual Conference in Orlando on September 17. CAPRA accreditation is the only national accreditation for park and recreation agencies and is a measure of an agency's overall quality of operation, management and service to the

City of Melbourne, Florida
Minutes - Regular Meeting of the City Council
September 24, 2025

community. This mark of distinction indicates that an agency has met rigorous standards related to the management and administration of lands, facilities, resources, programs, safety and services. As part of the accreditation process, the Parks, Recreation and Golf Department had to demonstrate compliance with 154 recognized standards and document all policies and procedures. The process for accreditation involves a formal application, self-assessments, a site visit by a team of trained volunteers that results in a written report, and a hearing with CAPRA to grant accreditation.

There were no objections from City Council for Mrs. Lamb to work with the Concerned Citizens Committee of South Brevard on a donation agreement for portraits of the founders of Melbourne to be displayed throughout city hall.

In closing, Mrs. Lamb reminded Council of the upcoming "National Night Out" events on October 7.

7. Public Comments

Kathie Elias, Executive Director, Eau Gallie Arts District (EGAD) Main Street, discussed the fact that the typical applicant for the annual Artworks of Eau Gallie event has decided not to have the event this year. Ms. Elias stated that not having this event would be a significant loss to the Downtown Eau Gallie area and therefore, EGAD has decided to run the event. However, the 90-day special activity application deadline has passed. Ms. Elias asked Council to waive the deadline in this case.

Council Member Mark LaRusso stated that Council has lifted the restrictions for businesses in Downtown Melbourne before and stated that he believes Council can find a way through to doing the same for this event.

Council Member Julie Kennedy asked if the city can get the proper permits done and issued in time. City Clerk Kevin McKeown replied yes.

There were no objections from City Council to allow staff to process a special activity application for this event from EGAD Main Street.

Peter Gudelunas, 1497 Holland Street, discussed a traffic study that occurred on his street and asked for an update. Mrs. Lamb stated that the City Engineer would follow up with Mr. Gudelunas.

David Outlaw, Melbourne, thanked Council for its leadership and discussed the assassination of Charlie Krik. He further expressed his concern with the upcoming Space Coast Pride Parade and Festival and asked that Council revoke the permit given to the event.

City of Melbourne, Florida
Minutes - Regular Meeting of the City Council
September 24, 2025

Sean Paul Reyes, representing “Long Island Audit, Inc.,” referenced Mayor Alfrey’s tenure with the Melbourne Police Department and made allegations as to his separation from the department as well as personal civil matters involving the mayor.

John Paul, Melbourne, submitted materials related to the comments made by Mr. Reyes.

Chantell Holstein, 324 Par Avenue, expressed her concern with the activities during the Space Coast Pride Parade and Festival and stated that it is not a family event or an event that reflects the values of the City of Melbourne.

Alexis Rivera, 2312 St. Andrews Circle, expressed her concerns with acts of public indecency during the upcoming Space Coast Pride Parade and Festival.

Lindsay McGarrigle, 3462 Saddle Brook Drive, expressed her concerns with the upcoming Space Coast Pride Parade and Festival and children being present during the event.

William Brown, 2727 N. Wickham Road, stated that he previously e-mailed Council regarding his concerns about the Space Coast Pride Parade and Festival and asked if any members of Council have checked the event’s website. He stated that the event is misogynistic and degrading to women and closed by expressing his support for the renaming of a road in honor of Charlie Kirk.

Brandon Gish, 3845 W. Eau Gallie Boulevard, discussed his ministry as a pastor in the community and expressed his concern with the expression of sexual degeneracy in the face of children. He urged Council to cancel the event before it occurs.

Iris Monroe, 2221 Pineapple Avenue, stated that her business in Downtown Melbourne saw increases north of 60% when the Space Coast Pride Parade and Festival came downtown. She stated that while being Christian is a choice, whereas, being “queer” is not. She said that people that do not want to participate in the event do not have to come downtown.

Dr. Ray Shackelford, 2750 Carlson Circle, stated that Charlie Kirk used language that espoused hatred, racism and violence. He referenced various quotes from Charlie Kirk dealing with the African American community and stated the community needs to show love, respect and compassion to one another.

Rachel Simmons, West Melbourne, stated that everyone is part of one community and to hear “so much vitriol” said against people that they’ve never met is disappointing. She referenced September being Suicide Awareness Month and noted that the Space Coast Pride Parade and Festival is suicide prevention for that community.

City of Melbourne, Florida
Minutes - Regular Meeting of the City Council
September 24, 2025

Kai Harrelson, Rockledge, stated that she is helping to form a Turning Point USA chapter at Eastern Florida State College and expressed her support for the renaming of a road in honor of Charlie Kirk. She also expressed her concerns with the Space Coast Pride Parade and Festival.

Ruth Kaufhold, Palm Bay, stated that as the Turning Point USA Brevard faith director, she will not stand for this type of lifestyle "that kills my friends."

Michael Stover, 933 Spring Oak Drive, urged Council to cancel the Space Coast Pride Parade and Festival scheduled for this weekend and discussed his concerns with lewd behavior in front of children.

Wendy Hixon, Indialantic, expressed concern with the comments made at the meeting and asked if Council is willing to associate itself with the comments made by Charlie Kirk. She referenced certain comments made by Charlie Kirk and stated that if you're not offended by Charlie Kirk, "the odds are that you are white, Christian and straight."

Kendra Thompson, 2900 Colbert Circle, spoke about the tragedy of gun violence and stated that street names shouldn't be chosen out of spite and should instead reflect unity and fairness. She closed by commenting on the flooding that occurs in her neighborhood.

Barbara Ida, 1615 Breeze Lane, expressed her objections to the renaming of a road in honor of Charlie Kirk based on her own research of his comments.

Mayor Alfrey stated that this was the end of general public comments. Individuals from the audience then began to speak out stating that they signed up to speak. Mayor Alfrey noted that the remaining public speaking forms were related to Item 18 on the agenda. He stated that if there are no objections, Council would move to hear public comments on that item next. There were no objections from City Council. Mayor Alfrey allowed the next speaker to make her comments before officially moving to Item 18.

Rhonda Elkins, Melbourne, stated that she needed to share with the "ghost of Charlie Kirk" that as a black woman, she does in fact have brain capacity. She stated that Charlie Kirk was a vile human being who spewed hate. She added that for anyone to suggest placing his name anywhere near the name of Dr. Martin Luther King, Jr. is a sacrilege. She closed by suggesting that Council rename a street in honor of her grandmother.

Council moved on to Item 18 on the agenda.

B. UNFINISHED BUSINESS

City of Melbourne, Florida
Minutes - Regular Meeting of the City Council
September 24, 2025

8. **Ordinance No. 2025-42, Ordinance No. 2025-43, and Ordinance No. 2025-44, Melbourne Architectural:** (First Reading/Public Hearing) Ordinances providing for annexation of 1.43± acres of real property, and a Comprehensive Plan amendment and zoning designation on 1.07± acre portion of the property, located on the east side of East Drive, south of Dow Road, and north of Ellis Road. (Owner/Applicant - T D & K Holdings, LLC, Tom Soyk) (Representative - David Baggett, P.E., Haley Ward, Inc.) (P&Z Board - 8/21/2025)
- a. **Ordinance No. 2025-42/ANNX2025-0004:** (First Reading/Public Hearing)
An ordinance providing for the annexation of 1.07± acres of developed property, and 0.36± acres of adjacent road and canal right-of-way into the City of Melbourne corporate limits.
 - b. **Ordinance No. 2025-43/MAP2025-0011:** (First Reading/Public Hearing)
An ordinance establishing an Industrial Future Land Use.
 - c. **Ordinance No. 2025-44/MAP2025-0012:** (First Reading/Public Hearing)
An ordinance establishing M-1 (Light Industrial) zoning.

Attorney Conley read the ordinance by its title. There were no disclosures by Council and no comments during the public hearing.

Moved by Hanley/Kennedy for approval of Ordinance No. 2025-42, based upon the findings contained in the Planning and Zoning Board memorandum. The roll call vote was:

Aye: Kennedy, Smith, LaRusso, Bassett, Hanley, Neuman and Alfrey

Motion carried unanimously.

Moved by Hanley/Kennedy for approval of Ordinance No. 2025-43, based upon the findings contained in the Planning and Zoning Board memorandum. The roll call vote was:

Aye: Kennedy, Smith, LaRusso, Bassett, Hanley, Neuman and Alfrey

Motion carried unanimously.

Moved by Hanley/Alfrey for approval of Ordinance No. 2025-44, based upon the findings and condition contained in the Planning and Zoning Board memorandum. The roll call vote was:

Aye: Kennedy, Smith, LaRusso, Bassett, Hanley, Neuman and Alfrey

Motion carried unanimously.

City of Melbourne, Florida
Minutes - Regular Meeting of the City Council
September 24, 2025

9. **Ordinance No. 2025-45, Van Beers Bottle and Tap:** (First Reading/Public Hearing) An ordinance granting a conditional use (CU2025-0005) to allow consumption of alcohol (beer and wine) on premises on a 0.26±-acre parcel zoned C-3 (Central Business District) located on the south side of East New Haven Avenue, west of Grant Place and east of Livingston Street. (Owner - Hynes Properties LLC/Diane Hynes) (Applicant/Representative - Jay Van Schaick) (P&Z Board - 8/21/2025)

Attorney Conley read the ordinance by its title. There were no disclosures by Council and no comments during the public hearing.

Moved by Hanley/Alfrey for approval of Ordinance No. 2025-45, based upon the findings and conditions contained within the ordinance. The roll call vote was:

Aye: Kennedy, Smith, LaRusso, Bassett, Hanley, Neuman and Alfrey

Motion carried unanimously.

10. **Ordinance No. 2025-46, Utility Rates:** (First Reading/Public Hearing) An ordinance amending previously scheduled utility rate increases; amending City Code, Chapter 58, Utilities; amending Section 58-133, Water Service Rates; and amending Section 58-243, Sewer Service Rates.

Attorney Conley read the ordinance by its title. The Mayor opened a public hearing. There were no comments from the audience.

Moved by Hanley/Bassett for approval of Ordinance No. 2025-46. The roll call vote was:

Aye: Kennedy, Smith, LaRusso, Bassett, Hanley, Neuman and Alfrey

Motion carried unanimously.

C. NEW BUSINESS

11. **CONSENT AGENDA:**

- a. Contract award for DNA Processing and Database Services, Bode Cellmark Forensics, Inc., Lorton, VA - estimated annual cost of \$30,000; total estimated contract cost of \$150,000.
- b. Purchase of duty handguns and accessories for the Police Department, Lawmen's & Shooters' Supply, Inc., Titusville, FL - \$201,800.
- c. Purchase of two Ford Interceptor Hybrid pursuit-rated SUVs for the Police Department, Duval Ford, Jacksonville, FL - \$89,976.

City of Melbourne, Florida
Minutes - Regular Meeting of the City Council
September 24, 2025

- d. Purchase of five replacement lift station generators for the Lift Stations Division, Tradewinds Power Corp., Miami, FL - \$330,230.
- e. Contract award for the purchase of anhydrous ammonia with a lease of two bulk storage tanks for the Water Production Division, Airgas Specialty Products, Inc.- estimated annual cost of \$148,800; total estimated contract cost of \$892,800.
- f. Contract award for trenchless rehabilitation and maintenance of pipeline infrastructure (cured-in-place pipe lining) for the Wastewater Collections Division, Insituform Technologies, LLC, Chesterfield, MO - estimated annual amount of \$1,000,000.
- g. Purchase of 14,108 meter box lids, Ferguson Enterprises, LLC, dba Ferguson Waterworks, Melbourne, FL - \$302,898.76.
- h. Resolution No. 4380: A resolution amending the date of the first regular City Council meeting in November from November 11, 2025 to November 13, 2025.
- i. Resolution No. 4381: A resolution providing for the cancellation of the December 23, 2025 regular City Council meeting.
- j. Resolution No. 4382: A resolution approving the Fifth Renewal of the Lease Agreement between the City of Melbourne and the Girl Scouts Citrus Council, Inc. for property located in Front Street Park and authorizing the City Manager to execute the agreement.
- k. Opioid Litigation Settlement with Purdue Pharma and Secondary Manufacturers.

Mayor Alfrey announced that Item k. had been added to the consent agenda at the request of staff.

Moved by Hanley/Smith for approval of the consent agenda. Motion carried unanimously.

- 12. ITEMS REMOVED FROM THE CONSENT AGENDA
- 13. **Ordinance No. 2025-47, Comprehensive Plan Text Amendment (CPA-2018-07) Platt Ranch Community Activity Center:** (First Reading/Public Hearing) An ordinance amending Future Land Use Element Policy 1.11.6 of the Comprehensive Plan, providing for the exclusion of a 300+/- acre portion of the Platt Ranch Community Activity Center from conceptual master plan and utility provision agreement requirements. (Owner - F. Carlyle Platt Partnership, LLLP)

City of Melbourne, Florida
Minutes - Regular Meeting of the City Council
September 24, 2025

(Applicant/Representative - Ana Saunders, P.E., LJA Engineering, Inc.) (P&Z Board - 11/15/18)

Attorney Conley read the ordinance by its title and noted the need to make a minor change within the short title, deleting the reference to this ordinance being a map amendment.

Community Development Director Cindy Dittmer reported that the Platt Family is in the process of selling 300± acres to D.R. Horton. The home developer plans to build approximately 529 single-family residential units on the property, along with 265 units on an adjacent property located to the west, which will request annexation into the City of Melbourne at a future Council meeting. The development will be known as The Pines East. Potable water service is currently available to the subject parcel, and the developer has requested to connect to the City of West Melbourne's sanitary sewer system. A developer's agreement will be necessary to outline the provision of utilities to The Pines East development, along with provisions of future right-of-way for the westward extension of Norfolk Parkway.

The plan amendment to remove the applicability of the master plan and utility provision agreement was approved by City Council for transmittal to the State Land Use Planning Agency (the Department of Economic Opportunity - DEO) in December 2018. The DEO did not have any comments concerning the amendment in 2018. After the amendment was reviewed by the DEO, the property owner requested an extension of the 180-day deadline to adopt the amendment. Subsequently, the property owner and the city entered into an agreement to extend the deadline for one year. Succeeding agreements extended the deadline until July 2026. The property owner and D.R. Horton have informed the city that they are ready to proceed with development plans for the 300± acre parcel and have requested that the city adopt the proposed plan amendment as the first step in the development of The Pines East property.

Future applications for rezoning and a preliminary development plan will return to City Council, in conjunction with the developers' agreement in the next several months. A traffic study for the project is underway, which will look at all impacts on the surrounding roadways. The study will include the proposed widening of Norfolk Parkway to four lanes from Minton Road to The Pines East project, which will be completed by D.R. Horton.

The text amendment language that was transmitted to the state has changed slightly since the previous Council review. Language has been amended to reflect the changes in sewer provision, along with the requirement to define utility provisions in a developer's agreement during consideration of the development plans. Additionally, updates to the project name and connection to the existing Sawgrass East development have been made in the proposed text amendment.

City of Melbourne, Florida
Minutes - Regular Meeting of the City Council
September 24, 2025

Mr. LaRusso asked if the development will be on West Melbourne's sewer system. Mrs. Lamb stated that the project is still in the design phase; however, that is the plan as of today. He further asked if any other property in the city has West Melbourne sewer connection. Mrs. Lamb explained how some property in West Melbourne has Melbourne water but West Melbourne sewer.

Discussion continued.

There were no disclosures by Council. The Mayor opened the public hearing.

Ana Saunders, applicant/representative, was available for questions.

Moved by Hanley/Bassett for approval of Ordinance No. 2025-47, based upon the findings contained in the Planning and Zoning Board memorandum. Motion carried unanimously.

14. **Ordinance No. 2025-48, Fire Inspections:** (First Reading) An ordinance amending the fee schedule for periodic fire inspections as described in Section 28-46, revising the language in Section 28-49, and clarifying the timeframe for submitting electronic reports for the fire protection systems.

Attorney Conley read the ordinance by its title. Mrs. Lamb reported that the Fire Prevention Division conducts periodic fire inspections for businesses within the City of Melbourne. The current fee schedule has not been updated in more than 20 years and lags behind neighboring jurisdictions. To ensure fairness and consistency, the city is moving to modernize the fire inspection fee structure.

Following similar practice with amendments to other fee schedules, the proposed ordinance amends Section 28-46 of the Melbourne Code of Ordinances by eliminating the current list of fees and simply states that the fee schedule shall be adopted by resolution of the City Council from time to time. During the second reading of this ordinance, a resolution proposing an updated fee schedule will be presented to City Council for consideration.

The proposed changes to the fee schedule include bringing the fees in line with surrounding jurisdictions, with the proposed fees falling between those currently adopted by the City of Palm Bay and Brevard County. In addition, the methodology for determining fees would shift from using occupancy type as the primary factor to instead be calculated based on the square footage of the business, which is consistent with practices already in place in Palm Bay and Brevard County.

The ordinance also seeks to amend Section 28-49 of the Melbourne Code of Ordinances to revise the list of inspection activities that require electronic reporting by removing commercial kitchen exhaust cleaning and fire escape from the list, adding foam suppression systems, and requiring that inspection reports

City of Melbourne, Florida
Minutes - Regular Meeting of the City Council
September 24, 2025

be submitted electronically within ten working days of the inspection. These updates are designed to ensure that business owners pay a fair and equitable amount for services rendered while aligning the city's process with surrounding agencies and supporting public safety within the city.

Mr. LaRusso asked if the fees related to the inspection of fire suppression systems is included within this item. Deputy Fire Official Jim Harton replied that those fees are not a part of this item.

Moved by Hanley/Bassett for approval of Ordinance No. 2025-48. Motion carried unanimously.

15. Discussion regarding large group feedings in City parks.

Attorney Conley reported that at the July 22, 2025 City Council meeting, City Council requested that the City Attorney's Office and city staff provide additional information on large group feedings in city parks. Regulations on large group feedings in city parks currently exists in Section 42-19 of the City Code since its adoption in 2014.

The City Manager's Office, City Attorney's Office, Parks & Recreation Department and Police Department, have evaluated a range of options to maintain the same level of opportunity while also distributing the large group feedings among various city parks in north, central, and south areas of Melbourne. Given the number of current amenities and programmed activities at the city's community parks, staff is challenged with identifying available parks and a revised and rotating schedule while also maintaining the same level of opportunity for large group feedings. Specifically, accommodating large group feedings on Saturday is particularly challenging due to the existing programmed activities at all of the city's larger parks. Provided the extensive research, city staff is not recommending amending Section 42-19 related to large group feedings.

Within the agenda package for Council's consideration is a list of the city's community parks, park amenities, and programmed activities. Maps identifying all city parks in north, central, and south Melbourne have been provided for ease of reference.

Mrs. Lamb stated that the City Manager's Office, City Attorney's Office, Parks and Recreation Department and Melbourne Police Department staff have met multiple times to evaluate a range of options to maintain the same levels of opportunities while also distributing large group feedings among other city parks.

Parks and Recreation Director Nikki Caldwell presented a slide show of various city parks and their acreage, park hours, amenities and programmed activities.

City of Melbourne, Florida
Minutes - Regular Meeting of the City Council
September 24, 2025

Ms. Hanley discussed her recent visit to the park to find that the Food Not Bombs group could not have been more respectful of the park property. She stated that the group using the park before them left garbage cans overflowing and that this organization picked up trash and took trash away from the park on their own accord.

Discussion took place regarding waived fees for large group feedings in city parks. Discussion continued.

Ms. Caldwell then reviewed optional feeding locations at other parks in the city, including Fee Avenue Park, Brothers Park and Sherwood Park. She then discussed two options for Council's consideration:

Option 1: an alternating weekend list. Available parks from Monday to Friday would remain the same while weekend rotation options (group A and group B) would rotate available parks on Saturdays and Sundays.

Option 2: an alternating weekday list. Available parks from Monday to Friday and Saturday to Sunday would rotate each week.

The Mayor opened the floor to public comments.

Margo Pierce, 2506 Riverview Drive, state that Riverview Park needs to be reclassified from a community park to a neighborhood park. She expressed her concern with participants in large group feedings crowding the playground.

JoAnne Danko, 1306 Jernigan Avenue, expressed her support for the idea of rotating parks so that the neighbors are given a break from this activity. She further stated the opinion that Riverview Park is not a community park.

Rachel Simmons, West Melbourne, stated that while she is underinformed about this topic, she knows that there are residents and citizens who really need these services.

Following closing discussion, Council expressed consensus for Option 1 as presented by staff. The City Attorney's Office will bring Council a proposed ordinance at a future meeting for consideration.

16. Request for waiver of Florida Statutes Sections 112.313(3) and 112.313(7), on behalf of multiple volunteer advisory board members who have a contractual relationship with the City.

City Clerk Kevin McKeown reported that Florida Statutes, Sections 112.313(3) (doing business with one's own agency) and 112.313(7) (conflicting employment or contractual relationships) prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards.

City of Melbourne, Florida
Minutes - Regular Meeting of the City Council
September 24, 2025

Section 112.313(12), Florida Statutes, states that the requirements of subsections (3) and (7), as they pertain to persons serving on advisory boards, may be waived in a particular instance upon a full disclosure of the transaction or relationship to the City Council prior to the waiver and an affirmative vote in favor of the waiver by two-thirds vote of the City Council.

Following a regular review of the city's list of volunteer advisory board members, the following individuals were identified as having an active and potential conflicting employment or contractual relationship with the city. These members are:

- John (Trey) Huy, Affordable Housing Advisory Committee - Owner of Jobear Contracting, Inc.
- JoAnn Davis, Melbourne Downtown Community Redevelopment Agency Advisory Committee - President of IM Solutions, Inc.
- George Alexander, Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee - Owner of Eau Gallie Hardware, Inc.

A full disclosure of each of these members' potential conflicting employment or contractual relationships is detailed in the memo included in the agenda package.

Form 4A - Disclosure of Business Transaction, Relationship or Interest - has been prescribed by the Commission on Ethics for such disclosure. Part A of the form identifies who the conflicting relationship applies to; the transaction or relationship for which the waiver is sought; the business entity that is doing business with the city; and the relationship of the advisory board member to the business entity so named. Each of the named advisory board members listed above has filed Form 4A with the City Clerk's Office, and each executed form is included within the agenda package.

Should Council deny the waiver request for any one of the volunteer advisory board members, the individual members must then make a decision on whether to maintain their volunteer advisory board member relationship with the city or their business' contractual relationship with the city.

The requested waiver would be for transactions that occur during Fiscal Year 2026 (October 1, 2025 through September 30, 2026) related to the contractual relationships that are disclosed within the agenda package. Council would have to approve another waiver for any transaction that falls outside of the aforementioned relationship.

Moved by Smith/Alfrey for approval of the exemption request and, pursuant to Section 112.313(12), Florida Statutes, waiver of the provisions of Sections 112.313(3) and 112.313(7), Florida Statutes, on behalf of John (Trey) Huy as a

City of Melbourne, Florida
Minutes - Regular Meeting of the City Council
September 24, 2025

member of the Affordable Housing Advisory Committee regarding his relationship with Jobear Contracting, Inc. and its existing competitively-bid scope of work for fiscal year 2026. Motion carried unanimously.

Moved by Smith/Alfrey for approval of the exemption request and, pursuant to Section 112.313(12), Florida Statutes, waiver of the provisions of Sections 112.313(3) and 112.313(7), Florida Statutes, on behalf of JoAnn Davis as a member of the Melbourne Downtown Community Redevelopment Agency Advisory Committee regarding her relationship with IM Solutions, Inc. and its existing scope of business with the City, including City Council meeting live-streaming production services, associated technical support and various repair/maintenance services for fiscal year 2026. Motion carried unanimously.

Moved by Smith/Alfrey for approval of the exemption request and, pursuant to Section 112.313(12), Florida Statutes, waiver of the provisions of Sections 112.313(3) and 112.313(7), Florida Statutes, on behalf of George Alexander as a member of the Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee regarding his relationship with Eau Gallie Hardware and its existing scope of business with the City for fiscal year 2026. Motion carried unanimously.

17. Selection of Exceptional Citizen Award for third quarter 2025.

Mr. McKeown reported that the Melbourne City Council created the Exceptional Citizen Award Program to recognize Melbourne residents whose volunteerism, service and dedication have made a significant contribution to the City of Melbourne. Nominations for the award will be considered by the City Council on a quarterly basis and recipients will be invited to attend a City Council meeting to receive their award. Recipients will also be recognized on the City's website and social media pages. Nominees must be residents of or business owners in the City of Melbourne.

In the current quarter, two nominations have been submitted:

- Victor Rosales (nominated by Council Member Mimi Hanley)
- Jackie Small (nominated by Genice Brown)

Ms. Hanley nominated Victor Rosales and Vice Mayor Neuman nominated Jackie Small.

Moved by Kennedy/Bassett to select both individuals as Exceptional Citizen Award winners. Motion carried unanimously.

18. Discussion regarding the renaming of Cypress Avenue to Charlie Kirk Lane. (Requested by Mayor Paul Alfrey)

City of Melbourne, Florida
Minutes - Regular Meeting of the City Council
September 24, 2025

Mrs. Lamb reported that Mayor Alfrey requested this discussion item for City Council to consider initiating the renaming of Cypress Avenue (from Eau Gallie Boulevard to Orange Street) to Charlie Kirk Lane. She discussed the items that were included in the agenda package for Council's consideration.

Mayor Alfrey discussed the importance of free speech and read a statement discussing how one person can have an impact on a community, a generation, and a nation. He expressed his opinion on the work of Charlie Kirk and the necessity of open dialogue. He read a brief biography of Charlie Kirk and noted that business owners in the area support this suggested change. In closing, Mayor Alfrey stated that A.J. Hiers has offered to pay any fees for changing the street name.

Council Member Julie Kennedy suggested opening up public comments prior to Council discussing the item. Mayor Alfrey agreed.

The following individuals came forward to express their opposition to the renaming: Christopher Demuro, Rockledge; Terry Heagy, Cocoa Beach; Amy Kaminski, 604 Charles Drive; Gretchen Zeigler, 401 Crescent Drive; Edward Davis, 2240 Front Street; Bree, 3250 Cedar Bay Drive; Anna, Palm Bay; Bridget O'Leary, 642 Ashbuy Avenue; Jabari Hosey, unincorporated Brevard County; Kaili Lamb*, 1295 Cypress Avenue; Martha Herp, Cocoa Beach; Pamela Castillana, 4735 Willow Boulevard; Andre Xavier, West Melbourne; Francia Elena Rodriguez Reina, unincorporated Brevard County; Ben Candelora, 1983 Madison Avenue; and Brittany Bowman, 1983 Madison Avenue.

The following individuals came forward to express their support to the renaming: Christopher Batchelor, 2710 Caribbean Isle Boulevard; Ricky Diaz, West Melbourne; and Margaret Kearney, Palm Bay.

*Following Kaili Lamb's public comments expression opposition to the renaming, Vice Mayor Neuman stated that Spectrum News 13 quoted Ms. Lamb as saying "Lamb told the Mayor that she would support naming Cypress Avenue after Charlie Kirk, but would also support considering renaming an even bigger road in Melbourne after him." The Vice Mayor asked Ms. Lamb to clarify if she does in fact support renaming a "bigger" road after Charlie Kirk or if she doesn't support any road being renamed in his honor. Ms. Lamb acknowledged her comments, however, she stated it was a "big day" for her with a lot of "ambushing" going on. However, if someone is going to be honored with a road renaming, she stated that it could be done on a road that is nicer than the one in front of her business. Vice Mayor Neuman asked again if she would support renaming a bigger road. Ms. Lamb's response was "sure, that's fine with me."

Mayor Alfrey noted that the public comment portion of the agenda item was now closed.

City of Melbourne, Florida
Minutes - Regular Meeting of the City Council
September 24, 2025

Vice Mayor Neuman stated that he was raised not to speak ill of the dead and noted that some of the words offered tonight were some of the most hateful comments he's ever heard about someone who has died. He also commented on the taunting of individuals who came up to speak, including middle fingers to the faces of public speakers, and expressed his hope that the rest of Council would condemn such actions.

Continuing, Vice Mayor Neuman read a statement regarding the legacy of Charlie Kirk and stated that Council should take the words of Ms. Lamb to heart and explore renaming a bigger street after Charlie Kirk. He expressed support for the idea of the renaming.

Council Member Mimi Hanley stated that she didn't know who Charlie Kirk was until his assassination; however, she stated that she knows that he didn't know where Brevard County was and had nothing to do with Melbourne. She stated that there are other prominent individuals who deserve this sort of honor.

Council Member Mark LaRusso stated that as a member of the Airport Authority, he knows that this area is trying to attract Fortune 50 and 100 companies to the area and that this type of message is not the message Council should be sending. He stated that this recommendation is not right by the business owner on the street and ultimately, he will not support the recommendation.

Council Member Marcus Smith read a statement and stated that political violence is never appropriate. He stated that Charlie Kirk's comments were divisive and played a video of comments made by Charlie Kirk that fit that narrative. He closed by stating that Council can choose a different person to honor who has values that bring the community together rather than divide it.

Mayor Alfrey stated that in his opinion, the comments just shared were taken out of context.

Council Member Rachael Bassett stated that a decision of this magnitude shouldn't be made when emotions are still high. She expressed a desire to revisit this conversation at a workshop or separate conversation. She also discussed other ideas to honor individuals, such as naming floors of the parking garage (as one example).

Council Member Julie Kennedy stated that she is not going to support this recommendation as it is not the right time, place or look. She noted that the city stands for the First Amendment rights of its residents and the overall community and suggested renaming a street "First Amendment Street" or some other name honoring free speech rights.

Vice Mayor Neuman asked Mr. LaRusso if he would support a workshop to explore the idea of renaming a larger road in honor of Charlie Kirk. Mr. LaRusso

City of Melbourne, Florida
Minutes - Regular Meeting of the City Council
September 24, 2025

stated that he proposed to have a conversation. He ultimately stated that he would support a workshop or another agenda item on the topic.

Mayor Alfrey expressed his support of a workshop since a number of people he has spoken to about this matter totally support the idea.

Vice Mayor Neuman stated he would also support a workshop. Ms. Bassett replied that she would support people coming together and having a conversation.

Mr. Smith expressed support for Mrs. Kennedy's idea for a renaming related to First Amendment/free speech rights. Mrs. Kennedy added that her hope is to see the community come together, not be ripped apart. She added that she would not be in favor of the proposed workshop.

Mayor Alfrey stated that it appears there is not consensus for the workshop.

Moved by Neuman/Alfrey to (hold a workshop on the naming of a street after Charlie Kirk).

Mr. LaRusso suggested that Council Members should instead speak individually with the City Manager and City Attorney about how to proceed. Following that, Council can set a time certain to have a discussion at the next regular City Council meeting about whether a workshop should be scheduled. He closed by stating that having that conversation right now is wrong.

The question was called. The roll call vote was:

Aye: LaRusso, Neuman and Alfrey

Nay: Kennedy, Smith, Bassett and Hanley

Motion failed.

Council recessed at 8:48 p.m. and reconvened at 9:08 p.m., returning to the regular order of the agenda, starting with Item 8.

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Ms. Hanley discussed her attendance at the Melbourne Regional Chamber's (MRC) leadership retreat and her upcoming attendance at a Florida League of Cities Policy Committee meeting. She also commented on Florida Institute of Technology's (FIT) request for banners in the Downtown Melbourne area.

Mrs. Kennedy reminded Council that the October 13 Space Coast League of Cities meeting is hosted by the City of Melbourne and encouraged everyone to attend.

City of Melbourne, Florida
Minutes - Regular Meeting of the City Council
September 24, 2025

Mr. Smith also commented on his attendance at the MRC leadership retreat, as well as on his recent tour of FIT's aviation facility.

Additionally, there were no objections to Mayor Alfrey's request to waive the special activity application deadline for an event being planned in the parking lot of a local business in October.

E. ADJOURNMENT

The meeting adjourned at 10:49 p.m.

/s/ Kevin McKeown, City Clerk – October 3, 2025

Approved by Council:

Memorandum

To: Mayor and Council
From: Jenni Lamb, City Manager
Date: October 9, 2025
Subject: City Manager's Report – Meeting of October 14, 2025

Updates:

At the July 22, 2025 regular Council meeting, staff was authorized to proceed a Phase II Environmental Site Assessment (ESA) on the 53-acre County-owned site using the brownfields assessment grant through the East Central Florida Regional Planning Council. As the parcel is owned by Brevard County, the site access agreement would need to be executed by the County authorizing the consultant to conduct the Phase II ESA. The County has not yet consented.

Also at the July 22, 2025 regular Council meeting, Council provided direction to staff to obtain a quote for consulting services related to land development regulations accommodating a large-scale, public/semi-public gathering facilities such as fairgrounds, music halls, event/convention centers, and similar uses. The Community Development Department has obtained a quote from Inspire Placemaking Collective, Inc. providing for data collection, review of the City's Code and best practices and drafting regulations. The total value of these tasks is \$26,010. There is an optional task related to Council's adoption of such regulation, totaling \$8,800; however, staff does not anticipate needing that service at this time.

On July 22, 2025, City Council directed staff to proceed with a feasibility study for the Melbourne Auditorium as priority over the fairgrounds/event space feasibility study. Finance Department has confirmed that the City has budgeted \$75,000 for a feasibility study. Staff is requesting additional direction on Council's expectations related to the feasibility study. Staff would like to confirm whether Council's expectation is to obtain an update to the 2007 Melbourne Civic Center Market Study and constructability of a civic center, or a fresh feasibility study for the continued purpose of an auditorium, but on a greater scale meeting today's current standards for an auditorium space. City staff is unable to obtain clear and consistent proposals without a narrow scope.

A design alternative for the E New Haven railroad crossing has been proposed to the City as part of the Rail Crossing Elimination Program (RCEP) grant in partnership with the Space Coast Transportation Planning Organization (TPO). The alternative

simplifies the crossing by only having one eastbound and one westbound railway crossing. In other words, westbound traffic would be prohibited onto Melbourne Court and eastbound traffic on E. New Haven would not be allowed to cross the railroad tracks and be routed onto Melbourne Court. Staff does not recommend supporting the RCEP design request due to the adverse impact this could have on the downtown community and residents that live along Melbourne Avenue. A letter rejecting the alternative design will be sent unless there are objections from City Council. A detailed memo from the City Engineer is attached.

Retirements:

- Denise Billets, Clerical Assistant I, on September 30, 2025, after 8 years of service.
- Thomas Pownall, Battalion Chief, on October 16, 2025, after 27 years of service.

Upcoming Events:

- The Police Community Relations Council meeting will be held on Thursday, November 13th, at 7:00 p.m. at Carver Park Community Center.



September 25, 2025

Cynthia Dittmer, AICP
City of Melbourne
900 E. Strawbridge Ave.
Melbourne, FL 32901

Submitted via email: cynthia.dittmer@mlbfl.org

Reference: Proposal for Land Development Regulations Amendments (#250124)

Dear Cindy:

Inspire Placemaking Collective, Inc. (Inspire) appreciates the opportunity to submit this proposal for planning services for the above referenced project. This proposal provides a brief discussion of our understanding of the project, our proposed scope of work, and our associated fees.

This proposal is intended solely for the services described below. Use of this proposal and resulting documents, including the final deliverables, is limited to the above referenced project and client. No other use is authorized by Inspire Placemaking Collective, Inc.

Project Information

It is our understanding that the City of Melbourne desires Inspire to assist with the update of the land development regulations to accommodate large-scale public/semipublic gathering facilities, such as fairgrounds, music halls, event/convention centers, and similar uses.

Scope of Services

Inspire Proposes to offer the following basic services as part of this proposal:

Task 1. Project Initiation

Task 1.1. Kick-off Meeting

The Inspire Team will hold an online kick-off meeting with City Staff to refine the schedule and establish key meeting dates and deadlines for deliverables.

Task 1.2. Data Collection and Review

Inspire will review the City's current zoning districts and their permitted uses and regulations to determine where the desired uses could be accommodated. We will also review adopted use definitions and specific standards for such uses.

Task 1.3. Best Practices

Inspire will review zoning codes from up to five communities to identify and compare best management practices for regulating large-scale public gathering establishments.

Task 2. Draft Regulations

Upon completion of Task 1, Inspire will hold a virtual meeting with staff to evaluate the preferred approach. Based on this direction, Inspire will prepare the necessary text amendments for implementation.

The proposed language will include:

- Revised definitions to ensure the uses are specifically addressed.
- Adding the uses to Table 1A as permitted, conditional, or prohibited in each zoning district.
- Add standards for such uses to Article VI (Use Standards).
- Update the landscape and buffer standards, if necessary (with a focus on placemaking and strategies to mitigate impacts on surrounding areas).
- Review the performance standards (e.g., noise, signage, operating hours) to determine if additional provisions are necessary.
- Address parking standards and alignment with multimodal transportation principles.

Inspire will then participate in a conference call with staff to review the draft amendments and will provide up to 3 rounds of revisions based on staff feedback. The final version will be submitted in Word format, with all text changes clearly shown.

Task 3. Adoption (Optional)

Inspire will be available to present the text amendments before the Planning & Zoning Board and City Council at a total of three public hearings.

Fee

Our professional fee for the above-described services shall be a lump sum of \$34,810 to be invoiced on a percent complete basis per the following fee schedule.

Task	Fee
Task 1: Project Initiation	\$7,885.00
Task 2: Draft Amendments	\$18,125.00
Task 3: Adoption (optional)	\$8,800.00
Total	\$34,810.00

Included in the above fees are reimbursable expenses incurred on the Project's behalf, including mileage, printing, plotting, photocopies, reproduction, postage, express mail, and/or courier services. Applications, capacity, and impact fees associated with application filings shall be the responsibility of the Owner or reimbursed to Inspire outside of the expenses contained in this proposal.

Inspire will bill monthly for all work performed and expenses incurred on the Project's behalf. Invoices are delivered electronically and will typically be sent from the following email address: noreply@infocuspay.com. Please add this email address to your contact and/or safe sender list to ensure receipt.

Schedule

The proposed services will be completed within two (2) months of the notice to proceed, provided Task 3 is not included. The schedule will be extended if staff request Inspire's assistance with public hearing presentations.

Exclusions

Without intending to provide an exhaustive list or description of all services or potential services that may be required and that Inspire can provide, the following services are specifically excluded from this proposal:

- Ordinance and public notice preparation
- Rezoning of properties
- Attendance at meetings beyond those identified.

Authorization

Work performed by Inspire will be in accordance with our continuing services contract dated May 19, 2025.

If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal number. Your purchase order will be an acceptance of our Agreement for services and an authorization to proceed with the performance of our services.

If you choose to accept this proposal by e-mail, your reply e-mail acceptance will serve as your representation to Inspire that you have reviewed the proposal and hereby accept as written.

Closure

We appreciate the opportunity to be of service to you. If you have any questions regarding the outlined scope of services, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

Inspire Placemaking Collective, Inc.

Patricia A. Tyjeski, AICP
Principal

Memorandum

To: Jenni Lamb, City Manager
From: James Ennis, City Engineer
Date: October 8, 2025
Re: Rail Crossing Elimination Program (RCEP) Crossing proposed design alternative for E New Haven Avenue rail crossing

This memo provides a summary of a design alternative for the E New Haven railroad crossing improvements proposed under the Rail Crossing Elimination Program (RCEP) grant in partnership with the Space Coast Transportation Planning Organization (TPO) and to request concurrence with staff recommendations related to a recent design alternative proposed by the RCEP design team.

Background

On May 24, 2024, City Council expressed support for the Space Coast TPO's federal grant application to provide "4-Quadrant Gate Systems" (Quad Gate) for five rail crossings at: Masterson Street, Prospect Avenue, W.H. Jackson Street, Jernigan Avenue and New Haven Avenue. The quad gate system proposed in the RCEP grant application is designed to provide the "sealed corridor" from vehicular and pedestrian access to the crossing while the train is passing.

Later that year, staff learned that the Florida East Coast Railway would not support the TPO's application unless the City agreed to close the Prospect Avenue and Jernigan Avenue crossings as part of the grant application process. On August 27, 2024, City Council provided its opposition to the closure of the Prospect Avenue and Jernigan Avenue crossings and directed staff to remove the two crossings from the RCE grant application to avoid jeopardizing the grant application process. On September 4, 2024, City Council committed \$518,800 to matching funds for Masterson Street, W.H. Jackson Street and New Haven Avenue. On January 10, 2025, staff was informed that the Space Coast TPO had been awarded the grant to upgrade a total of 7 crossings (3 in Melbourne, 1 in Cocoa and 3 in Brevard County).

Proposed Design

Coordination for the design of the crossings with Brightline, Inc., the Space Coast TPO and the other jurisdictions have been ongoing since project began in May of 2025. On July 11, 2025, staff received 30 percent design plans from the TPO. In the process of review, the RCEP design team proposed an alternative roadway alignment E. New Haven Avenue crossing which would have rerouted eastbound traffic onto Melbourne Court. The intent of this proposed change was to simplify the crossing approaches such that there would only be one eastbound and one westbound railway crossing. The

RCEP design team requested that the proposed roadway crossing alignment changes be considered by the City for safety purposes.

Staff Design Analysis

Staff reviewed this proposed design alternative and the potential impacts to the Downtown's commercial district.

Based on the volume of traffic that would be redirected to Melbourne Avenue through Melbourne Court, this modification is not recommended. The traffic pattern change could add an additional 2,000 vehicles per day to Melbourne Court and ultimately to Melbourne Avenue which currently already carries approximately 7,500 vehicles per day. Additionally, routing truck delivery vehicles to Melbourne Avenue may not be feasible due to the maximum height thresholds of the US 1 overpass. The change in the direction of traffic volumes may also warrant signalization improvements at the intersections of Melbourne Court and Melbourne Avenue and Front Street and Melbourne Ave or Front Street and E New Haven.

Additionally, City Council directed staff to generate plans to repurpose/renovate Holmes Park which is located along Melbourne Court and Melbourne Avenue into a gathering place that will serve the downtown community and all residents of Melbourne. Routing additional traffic through Melbourne Avenue would conflict with the anticipated pedestrian activity expected to occur within the new Holmes Park venue.

Traffic rerouting could also have other detrimental impacts on the business community by creating confusion regarding travel through the downtown corridor and impacting business deliveries or impacting traffic flows from already approved upcoming developments. Furthermore, the rerouting could create additional challenges to future development for the large undeveloped lot located adjacent to the east side of the crossing.

For the reasons identified above, Staff ***does not recommend*** supporting the RCEP design request to terminate the eastbound E New Haven Avenue movement at the railroad crossing by rerouting traffic to Melbourne Court due to the adverse impact this could have on the downtown community and residents that live along Melbourne Avenue.

Requested Action:

Recommend council provide support of the staff's recommendation to maintain current vehicular configuration and access at the E New Haven Avenue Railway Crossing and reject the proposed reconfiguration of the existing traffic pattern at this location.



**Melbourne City Council
October 14, 2025
City Manager's Item Report**

Department:	Engineering
Presenter:	James Ennis
Council District:	1
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	B.8.

Subject:

An ordinance vacating a bike path easement between 2465 Wild Wood Drive and 2455 Wild Wood Drive.

Background/Consideration:

The Engineering Department has not yet received the documents from the Wickham Forest Homeowners' Association (HOA) conveying a public utility easement over the existing public access easement for which the HOA has requested to be vacated. Receipt of this conveyance is necessary to ensure that existing public utilities are accommodated in the current locations. Staff is recommending that the public hearing for vacating the easement be postponed until the December 9, 2025 Regular Council Meeting to allow the Wickham Forest HOA additional time to provide their approval on the necessary public utility easement documents.

The applicant, Wickham Forest Homeowners' Association, Inc., has requested the vacation of a 15-foot-wide bike path easement created by the Wickham Forest Phase One plat. The easement runs across the east 15 feet of Lot 118, Block A. The Homeowners' Association (HOA) is requesting the easement be vacated due to safety concerns.

Staff received three (3) objections to the request to the vacate request. Those objections came from the City of Melbourne Water/Sewer Division, Florida City Gas, and FPL, due to equipment each has within the bike path easement. All three objectors stated that if the property owner granted a public utility easement in place of the bike path easement, the objections would be resolved.

The HOA has stated they are prepared to grant the public utility easement on the parcel in place of the bike path easement.

The agenda materials provide additional details on the abandon and vacate request along with a sketch depicting the location of the easement.

Fiscal/Budget Impact:

N/A

Requested Action:

Approval of Ordinance No. 2025-41.

Memorandum

To: Jenni Lamb, City Manager
Thru: James Ennis, City Engineer
From: Barry Baldwin, Engineering Technician
Date: September 2, 2025
Re: AV2025-0002 – Request to Abandon and Vacate a Bike Path Easement (between 2465 Wild Wood Drive and 2455 Wild Wood Drive)

The applicant, Wickham Forest Homeowners Association, Inc., has requested the vacation of a 15 foot wide bike path easement created in 1989 by the Wickham Forest Phase One plat. The easement runs across the east 15 feet of Lot 118, Block A. The east 15 feet of Lot 118, Block A was separated by deed from the original lot into a new parcel in 1992. The 15 foot wide parcel is owned and maintained by the HOA.

The HOA is requesting that the City vacate the easement based on safety concerns brought forth in a petition submitted to the HOA board by some of the subdivision residents. Those residents had concerns about the safety of the bike path and asked the board to close the path. The HOA board discussed the bike path closure in multiple board meetings. The board also surveyed all of the subdivision residents in 2024. Of the 317 residents surveyed, 200 responded with 194 residents affirming they agreed with closing the bike path and 8 residents stating they did not agree.

Staff received three objections to the request. Those objections came from the City Water/Sewer Division, Florida City Gas, and FPL, due to equipment each have within the bike path easement. All three objectors stated that if the property owner granted a public utility easement in place of the bike path easement the objections would be resolved.

Due to the need to preserve access to the public utilities within the bike path easement, the City Attorney's Office recommends that the vacation of the bike path easement be conditioned upon the easement area becoming a public utility easement. Conditions to the abandonment and vacation to this effect are included in the proposed ordinance for Council's review and approval.

The Homeowners Association has stated they are prepared to grant the public utility easement on the parcel in place of the bike path easement.

Staff has reviewed this application according to the review criteria contained in Section 52-99 of the City Code of Melbourne and is recommending the vacation action for approval. Pursuant to Section 52-100(b), it has been determined that the vacation action will not compromise the public health, safety, welfare and aesthetics, and economic order.

Abandon and Vacate the 15 foot wide bike path easement, as described below:

The entire 15 foot wide bike path easement that runs along the east 15 feet of Lot 118, Block A of the Wickham Forest Phase One subdivision plat, as recorded in Plat Book 35, Pages 94-95, of the Public Records of Brevard County, Florida.

Contains: approximately 0.04 acres, more or less

Recommendation

Recommend approval of the Abandonment and Vacation of the above described bike path easement.

Business Impact Estimate

To: Jenni Lamb, City Manager
Thru: James W. Ennis, City Engineer
From: Barry Baldwin, Engineering Technician
Date: August 20, 2025
Re: Ordinance No. 2025-41 – [AV2025-0002]

Summary of the Proposed Ordinance

This ordinance serves to abandon and vacate a bike path easement that runs across a 15 foot wide parcel between 2465 Wild Wood Drive and 2455 Wild Wood Drive. The subdivision HOA has requested the easement be vacated due to safety concerns. The easement being vacated is to be replaced with a public utility easement for existing utilities located in the 15 foot wide parcel.

This estimate is provided in accordance with Section 166.041(4), Florida Statutes, and may be revised following its initial publication and prior to adoption of the proposed ordinance.

Estimate of Direct Economic Impact of the Proposed Ordinance on Private, For-Profit Businesses

No businesses should incur compliance costs associated with this abandon and vacate ordinance as it only impacts the requesting party (Homeowners Association).

The requesting property owner is gaining the benefit of being able to alleviate safety concerns based on the abandon and vacate request.

Good Faith Estimate of Number of Businesses Likely to Be Impacted by the Proposed Ordinance

There are no businesses which should be impacted by the proposed ordinance.

AV2025-0002 AERIAL



ORDINANCE NO. 2025-41

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE VACATION OF A 15-FOOT-WIDE BIKE PATH EASEMENT THAT RUNS ACROSS THE EAST 15-FEET OF LOT 118, BLOCK A OF THE WICKHAM FOREST PHASE ONE PLAT (BETWEEN 2465 AND 2455 WILD WOOD DRIVE); MAKING FINDINGS; PROVIDING FOR A CONDITION OF APPROVAL; PROVIDING THAT THIS ORDINANCE SHALL BE RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (AV2025-0002)

WHEREAS, based on the review criteria in Section 52-99, City Code, and upon recommendation of the City Engineer, providing the condition set forth in Section 2. below is met, the City Council finds:

- (1) The right-of-way or easement, or rights of the public therein, to the extent requested to be vacated, terminated, abandoned, or permanently closed, is no longer needed.
- (2) The public health, safety, welfare, aesthetics, and economic order of the community will not be compromised by the vacation, termination, abandonment or permanent closure of the right-of-way or easement, or rights of the public therein, to the extent requested to be vacated, terminated, abandoned, or permanently closed.
- (3) The rights or anticipated and likely future needs of utilities, including, but not limited to, electric, gas, water, wastewater, telephone, and cable television, to use the right-of-way or easement will not be compromised, or acceptable and adequate alternatives have been provided.
- (4) All properties abutting and utilizing the portion of the right-of-way or easement to be vacated, abandoned, terminated, or permanently closed will have adequate alternative right-of-way or easement available to serve said abutting properties.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the 15-foot-wide bike path easement that runs across the east 15 feet of Lot 118, Block A of the Wickham Forest Phase One plat (between 2465 Wild Wood Drive and 2455 Wild Wood Drive), is hereby abandoned and vacated. The property is more particularly described as:

The entire 15 foot wide bike path easement that runs along the east 15 feet of Lot 118, Block A of the Wickham Forest Phase One subdivision plat, as recorded in Plat Book 35, Pages 94-95, of the Public Records of Brevard County, Florida.

Contains: approximately 0.04 acres, more or less

SECTION 2. That this ordinance is adopted subject to the following condition:

Easements to be Conveyed. That as a component of this abandon and vacate approval, all owners of the property who, by virtue of this ordinance, gain an interest in the vacated bike path easement, have agreed to convey a public utility easement in perpetuity over, under, and across the entire vacated area. This easement must be in a form and substance acceptable to the City Attorney and must be conveyed to the City of Melbourne and Brevard County for use as canal access and public drainage easement area. The easement shall be recorded concurrent with this ordinance in the Public Records of Brevard County, Florida.

SECTION 3. No Vacation of Private Rights. That this ordinance does not vacate and is not intended to have any effect on any private property rights that may exist in the above-described property. Only any public rights existing as a result of the plat have been vacated by this ordinance.

SECTION 4. That the City Clerk shall record this ordinance in the Public Records of Brevard County, Florida.

SECTION 5. That this ordinance shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 6. That this ordinance was passed on the first reading at a regular meeting of the City Council on the _____ day of _____, 2025 and adopted on the second and final reading at a regular meeting of the City Council on the _____ day of _____, 2025.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Exhibit A

Ordinance No. 2025-41

Legend

 - Road

 - Parcel

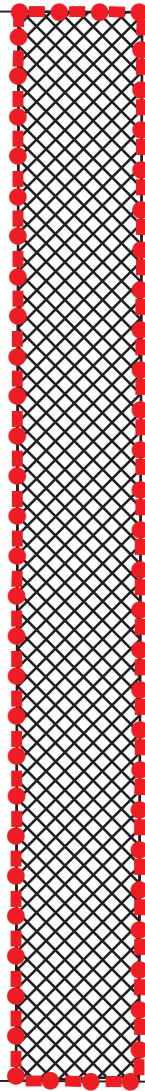
 - AV2025-0002

 - Applicant Property



FOREST RUN DR

WILD WOOD DR





Melbourne City Council
October 14, 2025
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	5
Reading Number:	2
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	B.9.

Subject:

Ordinance No. 2025-47, Comprehensive Plan Text Amendment (CPA-2018-07), Future Land Use Element, Policy 1.11.6 - Platt Ranch Community Activity Center (PRAC). DEO Amendment No. 18-01ESR

Background/Consideration:

This is the second reading of an ordinance adopting a Comprehensive Plan text amendment to the Future Land Use Element. The request is to amend the text of Future Land Use Element Policy 1.11.6 (Platt Ranch Community Activity Center - PRCAC), to exclude a 300± acre portion of the PRCAC, from conceptual master plan and utility provision agreement requirements. The 300± acre portion of the PRCAC is more specifically identified as Tax Account #2862162 and is located at the southeast corner of the overall PRCAC. The master plan and utility provision requirements will stay in effect for the remainder of the 4,000±-acre Platt Ranch property.

The Platt Family is in the process of selling 300± acres to D.R. Horton. The home developer plans to build approximately 529 single-family residential units on the property, along with 265 units on an adjacent property located to the west, which will request annexation into the City of Melbourne at a future Council meeting. The development will be known as The Pines East. Potable water service is currently available to the subject parcel and the developer has requested to connect to the City of West Melbourne's sanitary sewer system. A Developer's Agreement will be necessary to outline the provision of utilities to The Pines East development, along with provisions of future right-of-way for the westward extension of Norfolk Parkway.

The plan amendment to remove the applicability of the master plan and utility provision agreement was approved by City Council for transmittal to the State Land Use Planning Agency (the Department of Economic Opportunity - DEO) in December 2018. The DEO did not have any comments concerning the amendment in 2018. After the amendment was reviewed by the DEO, the property owner requested an extension of the 180-day deadline to adopt the amendment. Subsequently, the property owner and the City entered into an agreement to extend the deadline for one year. Succeeding agreements extended the deadline until July 2026. The property owner and D.R. Horton have informed the City that they are ready to proceed with development plans for the 300± acre parcel and have requested that the City adopt the proposed plan amendment as the first step in the development of The Pines East property.

Future applications for rezoning and a preliminary development plan will return to City Council, in



conjunction with the Developers Agreement in the next several months. A traffic study for the project is underway, which will look at all impacts on the surrounding roadways. The study will include the proposed widening of Norfolk Parkway to four lanes from Minton Road to The Pines East project, which will be completed by D.R. Horton.

The text amendment language that was transmitted to the State has changed slightly since the previous Council review. Language has been amended to reflect the changes in sewer provision, along with the requirement to define utility provisions in a Developers Agreement during consideration of the development plans. Additionally, updates to the project name and connection to the existing Sawgrass East development have been made in the proposed text amendment.

On November 15, 2018, the Planning and Zoning Board voted unanimously to recommend approval of this request.

Fiscal/Budget Impact:

N/A

Requested Action:

Approval of Ordinance No. 2025-47, based upon the findings contained in the Planning and Zoning Board memorandum.

Memorandum

To: Jenni Lamb, City Manager
Thru: Cindy Dittmer, Community Development Director
From: Cheryl A. Dean, AICP, Planning Manager
Re: **Adoption of Comprehensive Plan Amendment *Text Amendment* (CPA-2018-07) Platt Ranch Community Activity Center - DEO Amendment No. 18-01ESR**
Date: August 28, 2025

Owner/Applicant/Representative

- Property Owner: F. Carlyle Platt Partnership, LLLP
- Applicant/Representative: Ana Saunders, P.E., LJA Engineering, Inc.

Proposed Action

Approval of an ordinance adopting a Comprehensive Plan text amendment to the Future Land Use Element, Policy 1.11.6 (Platt Ranch Community Activity Center - PRCAC) to exclude a 300± acre portion of the PRCAC, to be known as The Pines East, from conceptual master plan and utility provision agreement requirements. The Platt Ranch property is located west of I-95 and Minton Road, and south of US 192. The proposed text amendment is related to a 300± acre portion of the PRCAC, more specifically identified as Tax Account #2862162 located at the southeast corner of the overall PRCAC.

History

Special Comprehensive Plan policies for the Platt Ranch property began in 2010, when Brevard County adopted a development program for the overall 4,000± acre property into the county's Future Land Use Element (FLUE). The development program was the result of a planning study commissioned by the owners of the Platt Ranch to support the proposed development parameters. This study examined various environmental, infrastructure, and land use factors specific to both the Platt property and the surrounding area, including a detailed traffic analysis, and it also stipulated maximum development intensities, densities and schedules. The development program included conceptual master plan and utility provision agreement requirements.

The provision of water and sewer to the property prompted discussions ensued between the Platt Ranch owners and the City of Melbourne regarding the provision of utilities to the site. In 2010, the City and the Platt family entered into a pre-annexation agreement (ORB 6105, PG 1502), and City water was connected to the northern portion of the property.

In 2014, City Council directed staff to initiate the annexation of all contiguous properties with pre-annexation agreements, including the Platt Ranch, which was annexed in 2015 (AR-2015-250AD/Ordinance No. 2015-53; CPA-2015-07AD/Ordinance No. 2016-12; Z-2015-1227AD/Ordinance No. 2016-13).

In 2016, City Council adopted modifications to the City's Comprehensive Plan to include the Platt Ranch site and create the Platt Ranch Community Activity Center (CPA-2015-08AD/Ordinance No. 2016-11). A new policy was inserted into the FLUE that established a Platt Ranch Community Activity Center (PRCAC) overlay. This new policy language carried over the development parameters established in the County's FLUE. The policy language also required the property owners to undertake a conceptual master plan and utility provision agreements prior to the development of the Platt Ranch property.

In December, 2018, City Council approved text amendment CPA-2018-07 for transmittal to the Department of Economic Opportunity (the State Land Use Planning Agency). The DEO reviewed the proposed language and did not comment on the amendment. Once the DEO staff provided this response, the City had 180 days to adopt the text amendment. However, during this 180-day period, the property owner requested an extension of this adoption date. Initially, the City and the property owner entered into an agreement that extended the adoption date until July 2019. Subsequent extension requests have extended the adoption date until July 2026. The property owner and D.R. Horton have informed the City that they are now ready to proceed with the adoption of CPA-2018-07. The adoption of this plan amendment is the initial action required to begin the development process for the Pines East subdivision.

Issues and Considerations

The owner of the property would like to remove a 300±-acre portion of their property from the Comprehensive Plan policy that requires a conceptual master plan and utility provision agreement. This portion of the Platt property has a Mixed Use Future Land Use designation and AEU (Agricultural Estate Use) zoning and is located in the southeast corner of the 3,979± acres.

The Platt family desires to sell this property to D.R. Horton to construct The Pines East project. The developer intends to construct approximately 529 residential units on this 300±-acre property. An additional parcel located to the west in unincorporated Brevard County will be annexed into the city and developed with 265 units. Since development on the PRCAC was anticipated to come from the north and no master plan or utility agreement has been brought forward, City sewer service has not been extended into this area. City of Melbourne water service is currently available to the 300± acre parcel. D.R. Horton has requested to connect to the City of West Melbourne's sanitary sewer infrastructure. If West Melbourne agrees to provide sewer service to the Pines East site, the developer will be required to enter into a Developer's Agreement regarding the provision of utilities to the subject site.

A future rezoning request and preliminary development plan will be submitted by the applicant and considered by City Council in the next several months. A Developers Agreement outlining all water and sewer provisions, along with right-of-way provisions for the future westward extension of Norfolk Parkway, will also be considered by City Council. D.R. Horton will connect to the existing Norfolk Parkway and has approval from West

Melbourne to connect, along with widening the roadway to four lanes from Minton Road to the proposed Pines East development. A traffic study is underway to analyze impacts to surrounding roadways, and Brevard County staff will be included in the review.

Comprehensive Plan Amendments

The Pines East area comprises approximately 300± acres within the overall 3,979± acre Platt Ranch site. The applicant's proposal will remove the Pines East property from the conceptual master planning and utility provision agreement requirements of the PRCAC policy language. This revision will allow for the efficient development of this site. The conceptual master planning and utility provision agreement requirements will stay in effect for the remainder of the Platt Ranch property.

Under the applicant's proposal, the subject 300± acres will develop separately from the master planning and utility provision requirements of the PRCAC. The site, however, will be developed under the PRCAC guidelines of an Edge Neighborhood, which will provide a transition from future core and general neighborhoods. Edge Neighborhoods are allowed a density range of one to four units per acre and would be located adjacent to existing low-density neighborhoods surrounding the Platt Ranch property.

Additionally, the property will be developed in a manner that preserves vehicle and pedestrian connectivity with the rest of the PRCAC and in a fashion that will preserve on-site wetland areas. All of these planning components will permit the subject property to be integrated into the future conceptual master plan and utility provision agreement for the remainder of the PRCAC. The applicant's proposal does not increase the previously approved density or intensity of development on the Platt Ranch site. The 529 units will be deducted from the approved 2,808 single-family units.

The text amendment language that was transmitted to the State has slightly changed since the previous council review. Language has been amended to reflect the changes in sewer provision, along with the requirement to define utility provisions in a Developers Agreement during consideration of the development plans. Additionally, updates to the project name and connection to the existing Sawgrass East development have been made.

Previous Action

On November 15, 2018, the Planning and Zoning Board voted unanimously to recommend approval of this request.

Recommendation

Based upon the findings contained in the Planning and Zoning Board memorandum, the Planning and Zoning Board and the Community Development Department recommend:

APPROVAL of CPA-2018-07, to amend Future Land Use Element Policy 1.11.6 (Platt Ranch Community Activity Center) of the City's Comprehensive Plan to exclude a 300± acre portion of the Platt Ranch Community Activity Center, known as The Pines East, from the conceptual master plan and utility provision agreement requirements identified for the PRCAC.

CITY OF MELBOURNE
COMPREHENSIVE PLAN

CHAPTER I. FUTURE LAND USE ELEMENT

* * * *

Objective 1.11: Activity Center Overlay Categories. Future land use categories within the City's urban nodes, such as Downtown Melbourne, Eau Gallie and Midtown, shall reflect the need to intensify and consolidate complementary land uses in strategic locations to prevent urban sprawl and encourage alternative transportation options. The Activity Center Overlays include the Downtown Melbourne Activity Center (DMAC), the Eau Gallie Activity Center (EGAC), the Midtown Activity Center (MAC) and the Community Activity Center (CAC). The first two overlays apply to the City's two downtowns. The last two are intended to complement, and not compete, with the two downtowns.

* * * *

Policy 1.11.6: Platt Ranch Community Activity Center (PRCAC) The purpose of the Platt Ranch Community Activity Center is to encourage the development of Platt Ranch as a well-planned, mixed-use community utilizing sound planning principles and sustainable elements of community form. Individual neighborhoods and non-residential components within the PRCAC will be supported by inter-connected roadways, walkways, trail networks and open space, which will form the framework of the community, promote a sense of place and community, discourage the proliferation of urban sprawl, reduce vehicle miles travelled, and provide opportunities for diverse economic growth and employment. The density and intensity standards identified in this section supersede the standards contained in Policy 1.2.1 of this element.

The PRCAC shall include the entire Platt Ranch property identified in the pre-annexation agreement recorded on February 20, 2010 between the city and the property owners of the Platt Ranch. As shown on Map 1-9, the Platt Ranch property is designated as both urban edge and mixed use on the city's Future Land Use Map. The PRCAC components will be developed on the mixed use portion of the subject land. The urban edge property will be utilized for the continuation of agriculture activities and/or conservation purposes, where appropriate.

Per Objective 1.14, Policy 1.14.1 and Policy 1.14.2 of this element, a conceptual master plan shall be defined as a development plan for the entire Platt Ranch property except for a 300±-acre portion of the PRCAC, known as **The Pines East Sawgrass Lakes West**. The plan shall address all components set forth in the PRCAC. This plan shall include the portion of the property designated as mixed use future land use and the portion designated as urban edge future land use.

* * * *

- b. Development for Platt Ranch shall be limited to a maximum development program as follows:

* * * *

DRAFT

2. Urban edge area. Maximum residential density will be limited to one unit per 100 acres. The maximum floor area ratio (FAR) for agricultural, institutional, and supportive community facilities shall be limited to 0.5. The development of such sites shall be limited to a total of 20 acres for the entire urban edge area. If a greater acreage is requested, the applicant shall submit a traffic impact study that demonstrates the proposal will not negatively affect the roadway network.

The city and the owners of the Platt Ranch property shall enter into a utility provision agreement (UPA) prior to implementation of the above development program. The purpose of the UPA will be to establish a timeframe regarding the extension of both water and wastewater services to the Platt Ranch property. The time frame referenced in the UPA must be mutually agreed upon by both the city and the property owners of the Platt Ranch.

In order to facilitate the provision of sanitary sewer facilities, the City will extend sewer lines to a 300+- acre portion of the PRCAC that lies in the southeastern part of the Platt Ranch property. The developer of The Pines East project has requested to connect to the City of West Melbourne's sanitary sewer infrastructure. The City of Melbourne consents to West Melbourne providing sanitary sewer service to The Pines East development project. For the provision of potable water, the developer of The Pines East project will construct the necessary water system infrastructure to connect to an existing City of Melbourne water line that is located at the intersection of Ranch Road and the Melbourne Tillman Canal. The developer of the Pines East project will be required to enter into a Developer's Agreement that will outline the provision of utilities by either the City of Melbourne, the City of West Melbourne, or the developer. The Developer's Agreement shall serve as the Utility Provision Agreement for this portion of the PRCAC site. This property is adjacent to Phases Two E and F, Phase Three, and Phase Five of the Sawgrass Lakes Subdivision. The 300+- acre subject property is identified as Sawgrass Lakes West. Because of the proposed sewer line extension, the Sawgrass Lakes West Subdivision area is excluded from the UPA requirements identified in this policy.

For properties within the Mixed Use area, the City will provide adequate wastewater treatment capacity and potable water supplies. The owners/developers of the Platt Ranch property will pay the costs of constructing and extending the potable water and sanitary sewer facilities to and on the Platt Ranch property, except as provided above by a Developer's Agreement for the 300+-acre property, The Pines East. Sawgrass Lakes West property. Consequently, all development in the mixed use area will be required to connect to sanitary sewer and potable water infrastructure.

* * * *

- e. PRCAC approval process. Prior to any application for development, a conceptual master plan for the Platt Ranch property must be approved by the city. Physical development associated with ongoing agricultural use of the property, homesteading, or improvements

DRAFT

associated with curing the land based on impacts from the proposed St. Johns Heritage Parkway shall be exempt from this requirement. A 300+-acre portion of the PRCAC, known as **The Pines East** Sawgrass Lakes West, which lies in the southeastern part of the Platt Ranch property shall be excluded from the conceptual master plan requirement. This property is adjacent to Phases Two E and F, Phase Three, and Phase Five of the Sawgrass Lakes Subdivision. The excluded property will be the western extension of the existing Sawgrass Lakes residential community. The **Pines East** Sawgrass Lakes West property will be developed in a manner that provides for the connectivity of pedestrian and vehicle facilities to the existing Sawgrass Lakes development and to future development within the PRCAC. **Connectivity to the east, including the existing Sawgrass Lakes development, will be provided by the planned eastward extension of the Norfolk Parkway.** Within the area of the property remaining in the urban edge future land use category, the use of a parcel of property solely as a homestead by an individual who is the grandparent, parent, stepparent, adopted parent, sibling, child, stepchild, adopted child, or grandchild, of the person who conveyed the parcel to said individual is permitted, provided the other provisions of the land use category or applicable zoning district are followed.

* * * *

f. Conceptual master plan.

* * * *

4. A 300+-acre portion of the PRCAC, known as **The Pines East** Sawgrass Lakes West, which lies in the southeastern part of the Platt Ranch property, shall be excluded from the conceptual master plan requirement.

5. **The finished conceptual master plan will address the previously constructed development, The Pines East, by incorporating this development in the plan, identifying existing and future roadway connections, recreation and open space areas, and the physical design standards of the community.**

* * * *

1. Floodplain and environmental standards. In recognition of the benefits afforded the public that result from the preservation of riverine floodplains, development within Platt Ranch will occur in such a manner as to not alter the off-site storage and conveyance capabilities of the water resources in and adjacent to the property. Proposed development shall not cause a net reduction in flood storage without compensation of that storage capacity. Additionally, proposed development shall not negatively impact existing flood conveyance capabilities. The city will coordinate with the SJRWMD, and other appropriate agencies, in determining the appropriate elevation of the first floor of habitable structures, and minimum elevation of commercial structures, public facilities and roadways within the five-hundred year floodplain. The first floor elevation of habitable structures, or minimum elevation for the other listed structures and facilities, shall not be lower than 21.7 feet NGVD and shall be set to minimize damage or potential loss of life associated with the possible failure of the levees along the St. Johns River due to the

DRAFT

probable maximum flood. In addition, because of a potential flood hazard associated with the levees along the St. Johns River, development may be required to implement additional flood protection measures when obtaining development permits from SJRWMD and other agencies.

The majority of wetlands within the PRCAC are low quality isolated freshwater marshes. Where practical these systems will be incorporated into the overall stormwater management system. However, wetland impacts may ultimately be deemed necessary in order to achieve the compact development form proposed within the PRCAC. These impacts will be confined to low quality wetland areas that are difficult to route water to while maintaining off-site flows and minimizing fill requirements. The higher quality wetland areas on Platt Ranch are protected in the designated urban edge area. Retained wetlands within the development footprint will be maintained and protected by an appropriate upland buffer. For isolated wetlands this is comprised of a 15-foot natural, native vegetative buffer and for other wetlands (Florida Land Use Cover and Form Classification System (FLUCFCS, FOOT 1999 615, 621, 623, 630, and 643) a 50-foot natural, native vegetative buffer. To the greatest extent possible, wildlife habitat and protected plant species will be preserved in place or relocated to the agricultural land use area.

Wherever possible, the excluded **property, The Pines East, Sawgrass Lakes West** property will be developed in a manner that provides for effective flood plain management and for the preservation of existing on-site wetlands.

* * * *

- o. Transportation. To ensure that development within the PRCAC creates a connected street network that supports a variety of transportation modes, a compact urban development form, and requires new street network connections in a manner that provides for local and regional connectivity. The following criteria shall apply:
 - 1. Interconnected network. All development shall be designed with an interconnected network of streets that provide local connectivity while discouraging cut through traffic within neighborhoods. The city shall require the conceptual master plan to demonstrate compliance with this policy. The excluded **property, The Pines East, Sawgrass Lakes West** property will be developed in a manner that provides for the connectivity of pedestrian and vehicle facilities to the existing Sawgrass Lakes development and to future development within the PRCAC.
 - 4 **The City will continue to support the extension of the Norfolk Parkway to the St. Johns Heritage Parkway. The extension will be incorporated into the conceptual master plan for the PRCAC. The extension of the Norfolk Parkway will be initially designed as a two-lane arterial roadway, with future expansion to a four-lane arterial roadway. The City will coordinate with area property owners to ensure that sufficient right-of-way is reserved for a four-lane arterial road.**

* * * *

DRAFT

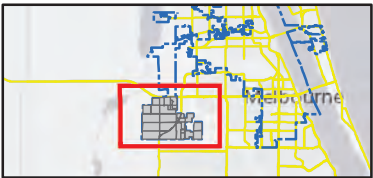
- p. Recreation and open space. Recreation and open space shall be used to provide a connected system of park sites with a variety of both user-oriented and resource based facilities and recreational programs to serve the needs of current and future city residents. The following criteria shall apply:

4. The excluded **property, The Pines East, Sawgrass Lakes West** property will be developed in a manner that includes pedestrian and bicycle facilities. A charter school is located adjacent to **The Pines East** the ~~Sawgrass Lakes West~~ property within the existing Sawgrass Lakes development **and will be connected to The Pines East development by the planned eastward extension of the Norfolk Parkway.**

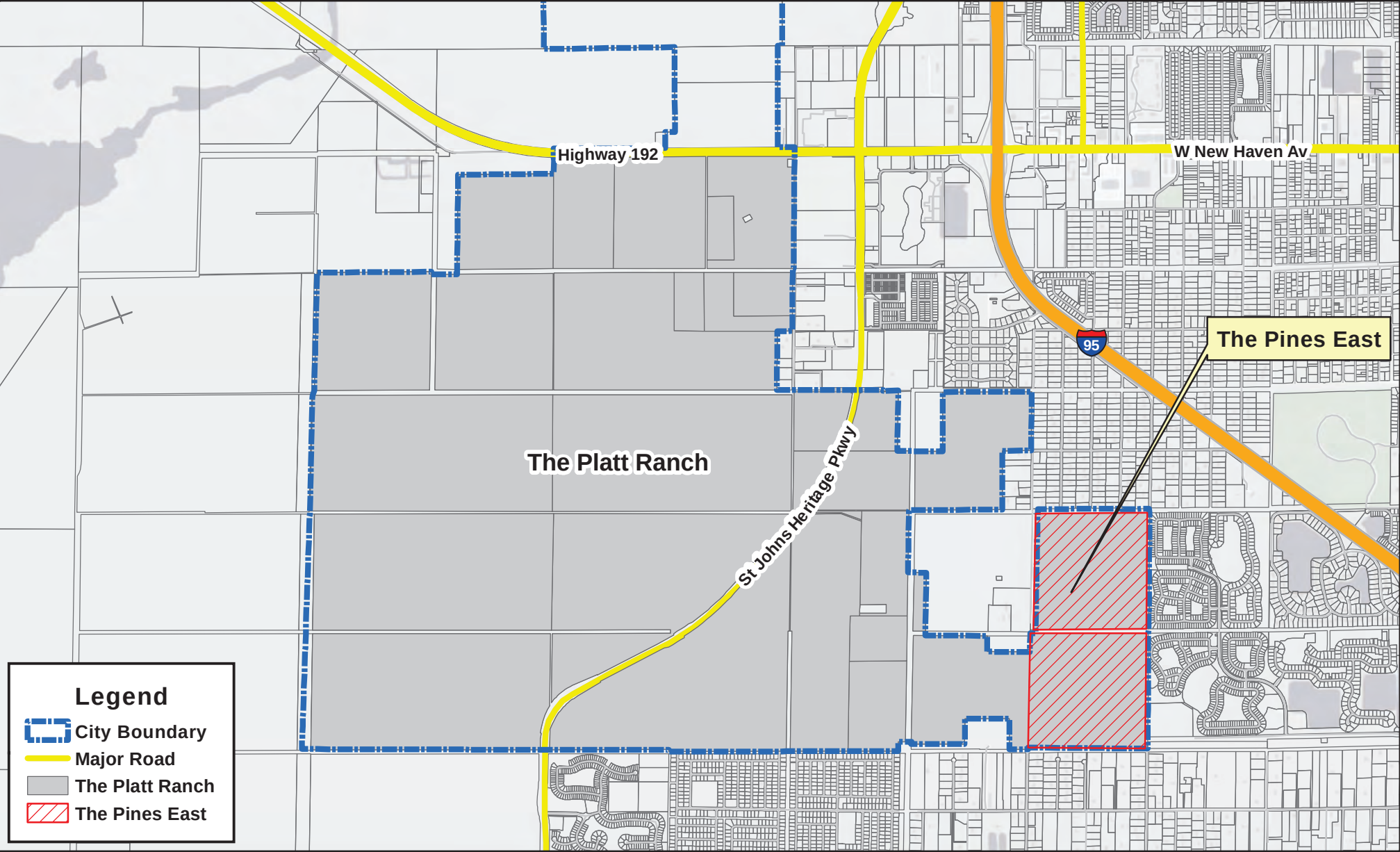
* * * *

DRAFT

PLATT RANCH
LOCATION MAP
CPA-2018-07



GIS Portal: <https://maps.mlbfl.org/arcgis>
ArcGIS Online: <https://mgis.maps.arcgis.com>
3,200 0 3,200
Feet
1 inch = 3,333 feet



Legend

- City Boundary
- Major Road
- The Platt Ranch
- The Pines East

DISCLAIMER: Illustrative purposes only.
No warranties, expressed or implied, are
provided for the property records and mapping
data herein or for their use or interpretation by the
User. The City of Melbourne assumes no liability
for any damages, losses, costs or expenses
including but not limited to those arising from
any User's use of the maps or data provided herein.

Title: PLATT RANCH
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 9/16/2025 9:50:44 AM
Document Name: Platt Ranch_Pines East LOCATION MAP
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PE\IP&ZBOARD2025\Maps\MXD\Platt Ranch_Pines East LOCATION MAP.mxd

City of Melbourne
Information Technology Department
GIS Division
900 E Strawbridge Av Room 324
Melbourne, FL 32901
P: (321) 608.7700
Fax: (321) 608.7719
Email: GIS@mlbfl.org

Item No. B. 9.

ORDINANCE NO. 2025-47

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; MAKING FINDINGS; AMENDING APPENDIX D, CHAPTER 4, SECTION 4.04 OF THE CITY CODE; AMENDING THE FUTURE LAND USE ELEMENT (CHAPTER 1) OF THE COMPREHENSIVE PLAN PROVIDING FOR THE EXCLUSION OF A 300±-ACRE PORTION OF THE PLATT RANCH COMMUNITY ACTIVITY CENTER FROM CONCEPTUAL MASTER PLAN AND UTILITY PROVISION AGREEMENT REQUIREMENTS TO ADD CPA-2018-07; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (CPA-2018-07)

WHEREAS, Comprehensive Plan Amendment CPA-2018-07 consists of a text amendment to the Comprehensive Plan to amend the Future Land Use Element to exclude a 300±-acre portion of the Platt Ranch Community Activity Center from conceptual master plan and utility provision requirements; and

WHEREAS, CPA-2018-07 was approved by City Council for transmittal to the State Land Planning Agency (the Department of Economic Opportunity) on December 11, 2018; and

WHEREAS, on January 7, 2019, the Department of Economic Opportunity notified the City that the Department had reviewed CPA-2018-07 and had no comments on the proposed amendment; and

WHEREAS, pursuant to Section 163.3184(3), Florida Statutes, the City and the property owner entered into multiple agreements to extend the adoption date of this Comprehensive Plan Amendment; and

WHEREAS, on May 7, 2025, the State Land Planning Agency (the Florida Department of Commerce) notified the City regarding the receipt of the latest extension request and that the new extended adoption date for CPA 2018-07 is July 5, 2026; and

WHEREAS, the City Council hereby determines that the intent of the proposed amendment

to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water and other resources; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics and general welfare; prevent the over-crowding of land; avoid the undue concentration of population; provide adequate and energy efficient transportation, water, sewage, drainage, fire protection, law enforcement and other services, facilities and resources; and conserve and protect natural resources within the City while protecting private property rights.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Appendix D, Chapter 4, Section 4.04 of the City Code of Melbourne is hereby amended to read as follows:

Sec. 4.04. Adoption of comprehensive plan.

The city's comprehensive plan consists of the one volume book adopted by Ordinance No. 2009-48 on January 12, 2010 entitled Comprehensive Plan - City of Melbourne, January 2010; which comprehensive plan includes ten elements entitled Future Land Use, Public School Facilities, Transportation, Housing, Infrastructure, Coastal Management, Conservation, Recreation and Open Space, Intergovernmental Coordination, and Capital Improvements, an introduction/definition section, and a map atlas, together with amendments adopted by Ordinance No. 2010-10, adopted March 9, 2010; Ordinance No. 2010-28, adopted July 13, 2010; Ordinance No. 2010-31 and Ordinance No. 2010-32, adopted June 22, 2010; Ordinance No. 2010-54 and Ordinance No. 2010-57, adopted December 14, 2010; Ordinance No. 2011-22, Ordinance No. 2011-24, and Ordinance No. 2011-25, adopted July 12, 2011; Ordinance No. 2011-43, adopted September 20, 2011; Ordinance No. 2011-48, adopted October 11, 2011; Ordinance No. 2012-03, adopted January 24, 2012; Ordinance No. 2012-08, adopted February 28, 2012; Ordinance No. 2012-16, adopted April 24, 2012; Ordinance No. 2013-14, Ordinance No. 2013-16, Ordinance No. 2013-17, and Ordinance No. 2013-18 adopted March 26, 2013; Ordinance No. 2013-28, adopted April 23, 2013; Ordinance No. 2013-40, adopted June 25, 2013; Ordinance No. 2013-56 adopted October 22, 2013; Ordinance No. 2013-63, adopted December 10, 2013; Ordinance No. 2014-01 and Ordinance No. 2014-05, adopted January 28, 2014; Ordinance No. 2014-22, Ordinance No. 2014-23, and Ordinance No. 2014-25, adopted May 13, 2014; Ordinance No. 2014-37, adopted July 8, 2014; Ordinance No. 2014-49, adopted September 11, 2014; Ordinance No. 2014-61 and Ordinance No. 2014-64, adopted November 11, 2014; Ordinance No. 2015-19, adopted May 26, 2015; Ordinance No. 2015-21, adopted June 9, 2015; Ordinance No. 2015-24, adopted July 14, 2015; Ordinance No. 2015-36, Ordinance No. 2015-38, and Ordinance No. 2015-41, adopted September 8, 2015; Ordinance No. 2016-11 and Ordinance No. 2016-12, adopted March 8, 2016; Ordinance No. 2016-31 and Ordinance No. 2016-38, adopted June 14, 2016; Ordinance No. 2016-40, adopted July 12,

2016; Ordinance No. 2016-47, adopted July 26, 2016; Ordinance No. 2016-59, adopted September 15, 2016; Ordinance No. 2016-64, adopted September 29, 2016; Ordinance No. 2016-06, adopted October 11, 2016; Ordinance No. 2016-69, adopted October 25, 2016; Ordinance No. 2016-76, adopted January 10, 2017; Ordinance No. 2017-03, adopted February 14, 2017; Ordinance No. 2017-08, adopted February 28, 2017; Ordinance No. 2017-18, adopted April 11, 2017; Ordinance No. 2017-34, adopted July 25, 2017; Ordinance No. 2017-47, adopted October 10, 2017; Ordinance No. 2017-58 and Ordinance No. 2017-61, adopted December 12, 2017; Ordinance No. 2018-06 and Ordinance No. 2018-09, adopted February 27, 2018; Ordinance No. 2018-23, adopted May 22, 2018; Ordinance No. 2018-21, adopted July 10, 2018; Ordinance No. 2018-31, adopted August 14, 2018; Ordinance No. 2018-51, Ordinance No. 2018-54, and Ordinance No. 2018-57, adopted November 27, 2018; Ordinance No. 2019-09, adopted February 26, 2019; Ordinance No. 2019-24, adopted April 23, 2019; Ordinance No. 2019-42 and Ordinance No. 2019-43, adopted September 25, 2019; Ordinance No. 2020-02, Ordinance No. 2020-05, Ordinance No. 2020-08 and Ordinance No. 2020-13, adopted January 28, 2020; Ordinance No. 2020-19, adopted February 25, 2020; Ordinance No. 2020-25, adopted March 24, 2020; Ordinance No. 2020-39, adopted August 11, 2020; Ordinance No. 2021-15, adopted March 23, 2021; Ordinance No. 2021-24 and Ordinance No. 2021-27, adopted July 13, 2021; Ordinance No. 2021-33, adopted July 27, 2021; Ordinance No. 2021-46, adopted October 26, 2021; Ordinance No. 2022-03, adopted February 8, 2022; Ordinance No. 2022-10 and Ordinance No. 2022-13, adopted April 12, 2022; Ordinance No. 2022-14, adopted April 26, 2022; Ordinance No. 2022-19 and Ordinance No. 2022-22, adopted May 24, 2022; Ordinance No. 2022-36, adopted August 23, 2022; Ordinance No. 2022-39, adopted September 13, 2022; Ordinance No. 2022-44, adopted October 25, 2022; Ordinance No. 2022-50 and Ordinance No. 2022-53, adopted November 22, 2022; Ordinance No. 2023-01, adopted January 24, 2023; Ordinance No. 2023-09, adopted March 28, 2023; Ordinance No. 2023-12, adopted April 11, 2023; Ordinance No. 2023-20, adopted June 13, 2023; Ordinance No. 2023-31, adopted October 24, 2023; Ordinance No. 2024-02 and Ordinance No. 2024-05, adopted January 23, 2024; Ordinance No. 2024-14 and Ordinance No. 2024-16, adopted March 26, 2024; Ordinance No. 2024-25, adopted May 28, 2024; Ordinance No. 2024-35, adopted June 11, 2024; Ordinance No. 2024-41, adopted August 13, 2024; Ordinance No. 2024-50, adopted September 11, 2024; Ordinance No. 2024-54, adopted September 25, 2024; Ordinance No. 2024-58, adopted October 8, 2024; Ordinance No. 2024-62 and Ordinance No. 2024-65, adopted October 22, 2024; Ordinance No. 2025-02, adopted January 28, 2025; Ordinance No. 2025-11, adopted March 11, 2025; Ordinance No. 2025-14, adopted March 25, 2025; Ordinance No. 2025-20 and Ordinance No. 2025-21, adopted April 22, 2025; Ordinance No. 2025-25, adopted June 10, 2025; Ordinance No. 2025-32, adopted July 22, 2025; and Ordinance No. 2025-43, adopted September 24, 2025; and Ordinance No. 2025-47, adopted October 14, 2025.

SECTION 2. That the attached Exhibit A is incorporated herein by this reference and is hereby adopted as an amendment to the official Comprehensive Plan for the City. Amendment CPA-2018-07 consists of an amendment to the Future Land Use Element (Chapter 1) of the Comprehensive Plan providing for the exclusion of a 300±-acre portion of the Platt Ranch

Community Activity Center from conceptual master plan and utility provision agreement requirements.

SECTION 3. Severability Clause. That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional, illegal or otherwise void by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, illegality, or other declaration shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

SECTION 4. That this ordinance shall become effective as provided by general law.

SECTION 5. That this ordinance was passed on the first reading at a regular meeting of the City Council on the 24th day of September, 2025 and adopted on second/final reading at a regular meeting of the City Council on the day of , 2025.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Exhibit A

Ordinance No. 2025-47

CITY OF MELBOURNE
COMPREHENSIVE PLAN
CHAPTER I. FUTURE LAND USE ELEMENT

* * * *

Objective 1.11: Activity Center Overlay Categories. Future land use categories within the City's urban nodes, such as Downtown Melbourne, Eau Gallie and Midtown, shall reflect the need to intensify and consolidate complementary land uses in strategic locations to prevent urban sprawl and encourage alternative transportation options. The Activity Center Overlays include the Downtown Melbourne Activity Center (DMAC), the Eau Gallie Activity Center (EGAC), the Midtown Activity Center (MAC) and the Community Activity Center (CAC). The first two overlays apply to the City's two downtowns. The last two are intended to complement, and not compete, with the two downtowns.

* * * *

Policy 1.11.6: Platt Ranch Community Activity Center (PRCAC). The purpose of the Platt Ranch Community Activity Center is to encourage the development of Platt Ranch as a well-planned, mixed-use community utilizing sound planning principles and sustainable elements of community form. Individual neighborhoods and non-residential components within the PRCAC will be supported by inter-connected roadways, walkways, trail networks and open space, which will form the framework of the community, promote a sense of place and community, discourage the proliferation of urban sprawl, reduce vehicle miles travelled, and provide opportunities for diverse economic growth and employment. The density and intensity standards identified in this section supersede the standards contained in Policy 1.2.1 of this element.

The PRCAC shall include the entire Platt Ranch property identified in the pre-annexation agreement recorded on February 20, 2010 between the city and the property owners of the Platt Ranch. As shown on Map 1-9, the Platt Ranch property is designated as both urban edge and mixed use on the city's Future Land Use Map. The PRCAC components will be developed on the mixed use portion of the subject land. The urban edge property will be utilized for the continuation of agriculture activities and/or conservation purposes, where appropriate.

Per Objective 1.14, Policy 1.14.1 and Policy 1.14.2 of this element, a conceptual master plan shall be defined as a development plan for the entire Platt Ranch property except for a 300±-acre portion of the PRCAC, known as The Pines East. The plan shall address all components set forth in the PRCAC. This plan shall include the portion of the property designated as mixed use future land use and the portion designated as urban edge future land use.

* * * *

- b. Development for Platt Ranch shall be limited to a maximum development program as follows:

* * * *

2. Urban edge area. Maximum residential density will be limited to one unit per 100 acres. The maximum floor area ratio (FAR) for agricultural, institutional, and supportive community facilities shall be limited to 0.5. The development of such sites shall be limited to a total of 20 acres for the entire urban edge area. If a greater acreage is requested, the applicant shall submit a traffic impact study that demonstrates the proposal will not negatively affect the roadway network.

The city and the owners of the Platt Ranch property shall enter into a utility provision agreement (UPA) prior to implementation of the above development program. The purpose of the UPA will be to establish a timeframe regarding the extension of both water and wastewater services to the Platt Ranch property. The time frame referenced in the UPA must be mutually agreed upon by both the city and the property owners of the Platt Ranch.

The developer of The Pines East project has requested to connect to the City of West Melbourne's sanitary sewer infrastructure. The City of Melbourne consents to West Melbourne providing sanitary sewer service to The Pines East development project. For the provision of potable water, the developer of The Pines East project will construct the necessary water system infrastructure to connect to an existing City of Melbourne water line that is located at the intersection of Ranch Road and the Melbourne Tillman Canal. The developer of the Pines East project will be required to enter into a Developer's Agreement that will outline the provision of utilities by either the City of Melbourne, the City of West Melbourne, or the developer. The Developer's Agreement shall serve as the Utility Provision Agreement for this portion of the PRCAC site.

For properties within the Mixed Use area, the City will provide adequate wastewater treatment capacity and potable water supplies. The owners/developers of the Platt Ranch property will pay the costs of constructing and extending the potable water and sanitary sewer facilities to and on the Platt Ranch property, except as provided above by a Developer's Agreement for the 300+-acre property, The Pines East. Consequently, all development in the mixed use area will be required to connect to sanitary sewer and potable water infrastructure.

* * * *

- e. PRCAC approval process. Prior to any application for development, a conceptual master plan for the Platt Ranch property must be approved by the city. Physical development associated with ongoing agricultural use of the property, homesteading, or improvements associated with curing the land based on impacts from the proposed St. Johns Heritage Parkway shall be exempt from this requirement. A 300+-acre portion of the PRCAC, known as The Pines East, which lies in the southeastern part of the Platt Ranch property shall be excluded from the conceptual master plan requirement. The Pines East property will be developed in a manner that provides for the connectivity of pedestrian and vehicle facilities to future development within the PRCAC. Connectivity to the east, including the existing Sawgrass Lakes development, will be provided by the planned eastward extension of the Norfolk Parkway. Within the area of the property remaining in the urban edge future land use category, the use of a parcel of property solely as a homestead by an individual who

is the grandparent, parent, stepparent, adopted parent, sibling, child, stepchild, adopted child, or grandchild, of the person who conveyed the parcel to said individual is permitted, provided the other provisions of the land use category or applicable zoning district are followed.

* * * *

f. Conceptual master plan.

* * * *

4. A 300+-acre portion of the PRCAC, known as The Pines East, which lies in the southeastern part of the Platt Ranch property, shall be excluded from the conceptual master plan requirement.

5. The finished conceptual master plan will address the previously constructed development, The Pines East, by incorporating this development in the plan, identifying existing and future roadway connections, recreation and open space areas, and the physical design standards of the community.

* * * *

- i. Floodplain and environmental standards. In recognition of the benefits afforded the public that result from the preservation of riverine floodplains, development within Platt Ranch will occur in such a manner as to not alter the off-site storage and conveyance capabilities of the water resources in and adjacent to the property. Proposed development shall not cause a net reduction in flood storage without compensation of that storage capacity. Additionally, proposed development shall not negatively impact existing flood conveyance capabilities. The city will coordinate with the SJRWMD, and other appropriate agencies, in determining the appropriate elevation of the first floor of habitable structures, and minimum elevation of commercial structures, public facilities and roadways within the five-hundred year floodplain. The first floor elevation of habitable structures, or minimum elevation for the other listed structures and facilities, shall not be lower than 21.7 feet NGVD and shall be set to minimize damage or potential loss of life associated with the possible failure of the levees along the St. Johns River due to the probable maximum flood. In addition, because of a potential flood hazard associated with the levees along the St. Johns River, development may be required to implement additional flood protection measures when obtaining development permits from SJRWMD and other agencies.

The majority of wetlands within the PRCAC are low quality isolated freshwater marshes. Where practical these systems will be incorporated into the overall stormwater management system. However, wetland impacts may ultimately be deemed necessary in order to achieve the compact development form proposed within the PRCAC. These impacts will be confined to low quality wetland areas that are difficult to route water to while maintaining off-site flows and minimizing fill requirements. The higher quality wetland areas on Platt Ranch are protected in the designated urban edge area. Retained wetlands within the development footprint will be maintained and protected by an appropriate upland buffer. For isolated wetlands this is comprised of a 15-foot natural, native vegetative buffer and for other wetlands (Florida Land Use Cover and Form Classification System (FLUCFCS,

FOOT 1999 615, 621, 623, 630, and 643) a 50-foot natural, native vegetative buffer. To the greatest extent possible, wildlife habitat and protected plant species will be preserved in place or relocated to the agricultural land use area.

Wherever possible, the excluded property, The Pines East, will be developed in a manner that provides for effective flood plain management and for the preservation of existing on-site wetlands.

* * * *

- o. Transportation. To ensure that development within the PRCAC creates a connected street network that supports a variety of transportation modes, a compact urban development form, and requires new street network connections in a manner that provides for local and regional connectivity. The following criteria shall apply:

- 1. Interconnected network. All development shall be designed with an interconnected network of streets that provide local connectivity while discouraging cut through traffic within neighborhoods. The city shall require the conceptual master plan to demonstrate compliance with this policy. The excluded property, The Pines East, will be developed in a manner that provides for the connectivity of pedestrian and vehicle facilities to future development within the PRCAC.

* * * *

- 4. The City will continue to support the extension of the Norfolk Parkway to the St. Johns Heritage Parkway. The extension will be incorporated into the conceptual master plan for the PRCAC. The extension of the Norfolk Parkway will be initially designed as a two-lane arterial roadway, with future expansion to a four-lane arterial roadway. The City will coordinate with area property owners to ensure that sufficient right-of-way is reserved for a four-lane arterial road.

- p. Recreation and open space. Recreation and open space shall be used to provide a connected system of park sites with a variety of both user-oriented and resource based facilities and recreational programs to serve the needs of current and future city residents. The following criteria shall apply:

* * * *

- 4. The excluded property, The Pines East, will be developed in a manner that includes pedestrian and bicycle facilities. A charter school is located adjacent to The Pines East property within the existing Sawgrass Lakes development and will be connected to The Pines East development by the planned eastward extension of the Norfolk Parkway.

* * * *



Melbourne City Council
October 14, 2025
City Manager's Item Report

Department:	Fire Department
Presenter:	James Harton
Council District:	N/A
Reading Number:	2
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	B.10.

Subject:

An ordinance amending the fee schedule for periodic fire inspections and a resolution to establish new fees.

Background/Consideration:

This is the second and final reading of an ordinance amending Section 28-46 of the Melbourne Code of Ordinances by eliminating the current list of fees and simply states that the fee schedule shall be adopted by resolution of the City Council from time to time. Accompanying the ordinance is a resolution proposing an updated fee schedule for City Council consideration.

The Fire Prevention Division conducts periodic fire inspections for businesses within the City of Melbourne. The current fee schedule has not been updated in more than 20 years and lags behind neighboring jurisdictions. To ensure fairness and consistency, the City is moving to modernize the fire inspection fee structure.

The ordinance also seeks to amend Section 28-49 of the Melbourne Code of Ordinances to revise the list of inspection activities that require electronic reporting by removing commercial kitchen exhaust cleaning and fire escape from the list, adding foam suppression systems, and requiring that inspection reports be submitted electronically within ten (10) working days of the inspection. These updates are designed to ensure that business owners pay a fair and equitable amount for services rendered while aligning Melbourne's process with surrounding agencies and supporting public safety within the city.

The proposed changes to the fee schedule include bringing the fees in line with surrounding jurisdictions, with the proposed fees falling between those currently adopted by the City of Palm Bay and Brevard County. In addition, the methodology for determining fees would shift from using occupancy type as the primary factor to instead be calculated based on the square footage of the business, which is consistent with practices already in place in Palm Bay and Brevard County.

Fiscal/Budget Impact:

No funding is necessary to implement this change. If approved, the updated fee schedule will generate additional revenue since fees will increase.

Requested Action:

a. Approval of Ordinance No. 2025-48.



b. Approval of Resolution No. 4383.

ORDINANCE NO. 2025-48

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO FIRE PREVENTION DIVISION INSPECTION FEES; MAKING FINDINGS: AMENDING CHAPTER 28 OF THE CITY CODE, ENTITLED "FIRE PREVENTION AND PROTECTION"; AMENDING SECTION 28-46, PLAN REVIEW; FIRE PREVENTION SAFETY INSPECTION AND PUBLIC EDUCATION TRAINING FEES; AMENDING SECTION 28-49, ELECTRONIC REPORTING REQUIREMENTS FOR FIRE PROTECTION SYSTEMS; FEES; PROVIDING FOR SEVERABILITY AND INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE.

WHEREAS, for decades, the Fire Prevention Division has conducted periodic fire inspections for businesses within the City of Melbourne; and

WHEREAS, the current fee schedule associated with these fire inspections has not been updated in many years and staff desire to modernize the fee structure; and

WHEREAS, this ordinance repeals the current fee schedule listed in Sec. 28-46 of the City Code and provides that the fee schedule for fire prevention safety inspection and public education training fees shall be adopted from time to time by resolution of the City Council; and

WHEREAS, this ordinance further proposes to amend the list of activities that require electronic reporting, including the addition of a timeline of ten business days from the inspection date to submit the required report.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Section 28-46 of the City Code of Melbourne, Florida, is hereby amended to read as follows:

Sec. 28-46. Plan review; fire prevention safety inspection and public education training fees.

(a) Plan review. A plan review fee equal to 25 percent) of the value of the building permit shall be paid for the review of plans for compliance with the Melbourne Fire Prevention Code and the standards set forth in this article. Such fee shall be in addition to any building permit fee assessed for a particular permit application. Said fee shall be paid at the time of the submittal of the plans for building permit review.

(b) Fire prevention safety inspection and public education training fees. ~~The following fees shall be applied to those inspections and training practices as outlined herein:~~ The fee schedule for fire prevention safety inspection and public education training fees shall be adopted from time to time by resolution of the City Council.

- (1) ~~Adult living facility/adult congregate living facility, per hour or portion thereof...\$50.00~~
- (2) ~~Group home/community residential home, per hour or portion thereof...50.00~~
- (3) ~~Day care center, per hour or portion thereof...50.00~~
- (4) ~~Medical facility, per hour or portion thereof...50.00~~
- (5) ~~Other requested inspections, per hour or portion thereof...50.00~~
- (6) ~~Review of evacuation plans, per plan...50.00~~
- (7) ~~Evacuation evaluation on-site, per hour, per inspector...50.00~~
- (8) ~~Fire extinguisher training:...~~
 - a. ~~Up to 25 persons...50.00~~
 - b. ~~Each additional 25 persons or portion thereof...25.00~~
- (9) ~~Fire drill...50.00~~
- (10) ~~Reserved...~~
- (11) ~~Code required, permit, annual, school, college, or business tax receipt, per hour or portion thereof...50.00~~
- (12) ~~Fire hydrant test flow, per hour, per inspector...50.00~~
- (13) ~~Reinspection (second or consecutive)...15.00~~

SECTION 2. That Section 28-49 of the City Code of Melbourne, Florida, is hereby amended to read as follows:

Sec. 28-49. Electronic reporting requirements for fire protection systems; fees.

Effective March 1, 2024 fire protection system inspection reports that are set forth in this section are required to be submitted by certified technicians to the city electronically through a web-based software system selected by the city.

- (1) The following inspection reports required of the city's fire prevention code and associated standards shall be submitted electronically in a form acceptable to the city within ten business days of the inspection:

* * * *

~~e.~~ ~~Commercial kitchen exhaust cleaning;~~

~~f.~~ Commercial kitchen hood suppression system;

~~g.~~ Emergency generator;

~~h.~~ Emergency radio responder coverage system;

~~i.~~ Fire alarm system;

~~j.~~ Fire escape;

~~k.~~ Fire pump;

~~l.~~ Foam systems;

~~m.~~ Gas detection system;

~~n.~~ Paint/spray booth suppression;

~~o.~~ Private fire hydrant;

~~p.~~ Special suppression system; and

~~q.~~ Standpipe.

* * * *

SECTION 3. Severability/Interpretation.

(a) That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional, illegal

or otherwise void by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, illegality, or other declaration shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

(b) That in interpreting this ordinance, underlined words indicate additions to existing text and stricken words indicate deletions from existing text. Asterisks (****) indicate an omission from the ordinance of text, which exists in the Code of Ordinances. It is intended that the text in the Code of Ordinances denoted by the asterisks and not set forth in this ordinance shall remain unchanged from the language existing prior to adoption of this ordinance.

SECTION 4. That this ordinance shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 5. That this ordinance was passed on the first reading at a regular meeting of the City Council on the 24th day of September, 2025, and adopted on second/final reading at a regular meeting of the City Council on the day of , 2025.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Ordinance No. 2025-48

Business Impact Estimate

To: Jenni Lamb, City Manager
From: Shane Leech, Interim Fire Chief
Date: September 11, 2025
Re: Ordinance No. 2025-48 – Amending Fire Inspection Fee language in Sec. 28-46 and amending electronic reporting language in Sec. 28-49

Summary of the Proposed Ordinance

The intent of amending the fire inspection fee methodology is two-fold. First, the fire inspection fees need to be modernized. Second, the fees need to be more equitable based on the size of the building versus the use of the building based on an hourly rate. A direct compliance cost for each business cannot be easily listed. There are 5,552 businesses that are required to be inspected; the amended fire inspection fee schedule will create a new cost to a vast majority of business owners. Below are some examples of various size businesses and the cost impact on each of them:

- Small business fees: A business up to 2,499 square feet would pay \$35.00 i.e. 7 Brew Coffee.
- Medium business fees: A business the size of 40,000 square feet would pay \$80.00 i.e. Publix.
- Large businesses: A business the size of 200,000 square feet would pay \$190.00 i.e. Walmart.
- Extra-large businesses: A business over 250,000 square feet would pay \$215.00 i.e. Northrop Grumman.

At the current rate of \$50.00 per hour, a 7 Brew Coffee pays the same as a Walmart based on time.

As described in greater detail above, each business will more than likely be impacted by the proposed amendment. While there is an expectation that many of the businesses will see an increase in cost, the proposed amendment should also provide a better equity in the cost of the fire inspection fees. The increase will be primarily due to the updating of the fee schedule from the previous amount and the methodology should help address the equity of fire inspection costs per business.

If approved, the amended fire inspection fee being proposed will increase current revenues by an estimate of \$100,000. These additional revenues will be used to offset General Fund dollars in funding fire prevention and education activities within the city. The current estimated fire inspection fee revenue amount for FY25 is \$150,000. The amended fire inspection fee amounts, along with other fire prevention division revenue, will still not fully fund the Fire Prevention Division which has an estimated annual budget of \$920,000. This estimate is taken from the FY25 approved budget for Code Compliance (540) and divided by two because the Fire Prevention division has been separated from Code Compliance into its own division (510).

Other than the potential increase in fire inspection fees for the previously identified 13% of businesses within the city, there should not be any additional direct economic impacts on private for-profit businesses.

Of the 5,552 businesses within the city, the proposed fee schedule will be the same or decrease for 4,925 businesses and an increase for 627 businesses. The 627 are the businesses that are 15,000 square feet and larger. The increase will affect 13% of the businesses and bring the city's fees up minimally and still be hundreds of dollars less than Palm Bay's and Brevard County's initial and re-inspections fees.

State law mandates periodic fire inspections be performed by qualified inspectors. This ordinance does not increase the number of required inspections; it only amends the dollar amount and methodology in determining the cost of each fire inspection. The new fee schedule and methodology are consistent with the current practice of both the City of Palm Bay and Brevard County. It is not the intent of these changes to generate a profit but to be consistent with other agencies and help offset departmental cost for providing these valuable services.

RESOLUTION NO. 4383

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO FIRE PREVENTION SAFETY INSPECTIONS AND PUBLIC EDUCATION TRAINING FEES; PROVIDING FOR THE ADOPTION OF A NEW FEE SCHEDULE AS AUTHORIZED BY SECTION 28-46 OF THE CITY CODE; PROVIDING THAT THE FEES IN THIS RESOLUTION SHALL BE REVIEWED AT LEAST EVERY THREE YEARS BY CITY STAFF; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, Florida Statute 633.216(1) provides that the city shall employ fire safety inspectors, and that said inspectors shall conduct all safety inspections that are required by law; and

WHEREAS, the City Council may provide for a schedule of fees to pay only the costs of inspections conducted pursuant to Florida Statute and related administrative expenses; and

WHEREAS, Sec. 28-46 of the City Code provides that the fee schedule for fire prevention safety inspection and public education training fees shall be adopted from time to time by resolution of the City Council.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the following fees shall apply to fire prevention safety inspection and public education training as authorized by Sec. 28-46 and Sec. 28-49 of the City Code:

FIRE PREVENTION SAFETY INSPECTIONS AND PUBLIC EDUCATION TRAINING

Adult living facility / adult congregate living facility	Based on square footage
Group home / community residential home	\$100.00
Day care center	Based on square footage
Medical facility	Based on square footage
Other requested inspections.....	Based on square footage

Review of evacuation plans	\$100.00
Evacuation evaluation on site	\$100.00
Fire extinguisher training	
Up to 25 persons.....	\$50.00
Each additional 25 persons or portion thereof	\$25.00
Fire drill	\$100.00
Code required permit, annual, school, college or business tax receipt.....	Based on square footage
Fire hydrant test flow	\$100.00
Short-term rental	\$250.00

SQUARE-FOOTAGE FEE AND RE-INSPECTION FEE SCHEDULE

Square Footage	Initial Inspection Fee
0 – 2,499	\$35.00
2,500 – 4,999	\$40.00
5,000 – 9,999	\$45.00
10,000 – 14,999	\$50.00
15,000 – 19,999	\$55.00
20,000 – 24,999	\$60.00
25,000 – 29,999	\$65.00
30,000 – 34,999	\$70.00
35,000-39,999	\$75.00
40,000-44,999	\$80.00
45,000-49,999	\$85.00
50,000-54,999	\$90.00
55,000-59,999	\$95.00

Square Footage	Initial Inspection Fee
60,000-64,999	\$100.00
65,000-69,999	\$105.00
70,000-74,999	\$110.00
75,000-79,999	\$115.00
80,000-84,999	\$120.00
85,000-89,999	\$125.00
90,000-94,999	\$130.00
95,000-99,999	\$135.00
100,000-100,999	\$140.00
110,000-119,000	\$145.00
120,000-129,999	\$150.00
130,000-139,999	\$155.00

Square Footage	Initial Inspection Fee
140,000-149,999	\$160.00
150,000-159,999	\$165.00
160,000-169,999	\$170.00
170,000-179,999	\$175.00
180,000-189,000	\$180.00
190,000-199,999	\$185.00
200,000-209,999	\$190.00
210,000-219,999	\$195.00
220,000-229,999	\$200.00
230,000-239,999	\$205.00
240,000-249,999	\$210.00
250,000 or larger	\$215.00

First re-inspection	No charge
Second re-inspection	\$50.00
Third re-inspection	\$75.00
Fourth or more re-inspection	\$100.00

SECTION 2. That the fees provided in this resolution shall be reviewed at least every three years by city staff.

SECTION 3. That this resolution shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 4. That this resolution was duly adopted at a regular meeting of the City Council on the day of , 2025.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Resolution No. 4383



**Melbourne City Council
October 14, 2025
City Manager's Item Report**

Department:	Engineering/Public Works & Utilities
Presenter:	Jennifer Spagnoli
Council District:	3 & 4
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.11.

Subject:

Change Order No. 4 to the contract with L7 Construction, Inc. for Biosolids Improvements at D.B. Lee and Grant Street Water Reclamation Facilities.

Background/Consideration:

The Biosolids Improvements Project was awarded to L7 Construction, Inc., at the February 27, 2024 City Council meeting. The amount awarded was \$28,247,000. Change Order No. 4 is needed for the furnishing/installation of digester area yard piping and associated appurtenances, including site restoration at the Grant Street Water Reclamation Facility (WRF) for the functionality of the Project. This yard piping was originally included in a previously bid, but not awarded, Grant Street WRF Improvements Project, which is currently being redesigned.

The backup documents provide additional information on the scope of work.

Fiscal/Budget Impact:

Project No. 33519 is adequately funded. Staff will submit for reimbursement with the State Revolving Fund (SRF) loan after Council approves Change Order No. 4.

Requested Action:

Approval of Change Order No. 4 to the contract with L7 Construction, Inc., Longwood, FL, for the Biosolids Improvements at D.B. Lee and Grant Street Water Reclamation Facilities for digester area yard piping, Project No. 33519, in the amount of \$277,207.35.

Memorandum

To: Jenni Lamb, City Manager
Thru: James Ennis, City Engineer
Jennifer Spagnoli, Director Public Works & Utilities
From: Christi Winn, Utility Engineer Public Works & Utilities
Date: September 24, 2025
Re: Change Order No. 4 to the Biosolids Improvements Grant Street and DB Lee WRF's (Project No. 33519)

Background

The Biosolids Improvements Project for the DB Lee and Grant Street Water Reclamation Facilities (WRFs) was awarded to L7 Construction, Inc. (L7), by City Council on February 27, 2024. The amount awarded was \$28,247,000. L7 mobilized to the site on October 28, 2024. Change Orders No. 1 and No. 2 were requested by staff to remove and replace a failed clarifier drive mechanism and associated brackets at Grant Street in the amount of \$34,984.28. Change Order No. 3 was requested to furnish and provide complete installation of three blower control panels with internal components required for the Project in the amount of \$357,783.16.

During ongoing construction work, the City recognized the need to construct additional digester area yard piping at the Grant St WRF for the functionality of the Project. The digester area yard piping is necessary for conveying sludge to and from the thickener equipment being installed in the Project. The digester area yard piping work was originally included in the separate Grant St WRF Improvements Project. That Project was previously bid but was not awarded and is currently being redesigned to be advertised later this year. A change order cost proposal was requested from the Contractor to furnish and install the necessary digester area yard piping under the Biosolid Improvements Project. The Change Order was reviewed and recommended for approval by the consultant Infrastructure Solution Services.

Scope of Work

The scope of work includes furnishing and installation of digester area yard piping and associated appurtenances including site restoration at the Grant St WRF in the amount of \$277,207.35. No additional contract time is needed to complete the work.

Funding Aspects

Project No. 33519 is adequately funded. Staff will submit for reimbursement with State Revolving Fund (SRF) loan after Council approves Change Order No. 4.

Recommendations

Recommend approval of Change Order No. 4 to the contract with L7 Construction, Inc., of Longwood, FL, for the Biosolids Improvements Grant Street and DB Lee WRF's Project No. 33519 in the amount of **\$277,207.35** with a contract time extension of **0** calendar days.

Copy: Marla Keehn, Management & Budget Officer
Kacie Black, Engineering Contract Mgr.
Clayton McCormack, ISS
Joe Lapan, Supt. Water Reclamation
Kyle Buchanan, Asst. Supt. Water Reclamation
Christi Winn, Utility Engineer
Robin Schaffroth, Utility Budget & Procurement

September 24th, 2025

RE: Change Order 4- Grant Street Yard Piping

You have requested a quote for the following scope of work:

- Provide and install new yard piping, highlighted in yellow, per drawing C-200 and C-209 attached.
 - Includes exploratory of the existing area.
 - City of Melbourne can shutdown the existing line to allow for the modifications/tie-ins shown on C-209.
 - Includes two adjustable pipe supports shown on M-506 detail #2.
 - Includes one concrete pipe support shown on M-506 detail #2.
 - Includes three pipe supports and required concrete bosses as shown on M-506 detail #1 and #3.
 - Includes painting of above grade pipe, including cleaning, prepping, and recoating the existing wall flange pipe, inside and outside of the tank, at digester #1.
- Existing PVC pipe along the wall of digester #2, shown in the picture on drawing M-506, will be removed. Includes the above ground portion and up to one foot of the pipe below grade. If the pipe needs to be removed further than one foot below grade, this can be added at an additional cost, however we need to know how much of it needs to be removed.
- Existing ductile iron pipe and PVC pipe at digester #1, shown in the pictures on drawing M-506, will be removed. Includes the above ground portion and up to one foot of the pipe below grade. If the pipe needs to be removed further than one foot below grade, this can be added at an additional cost, however we need to know how much of it needs to be removed.
- Includes restoration of sidewalk, asphalt road, and concrete curb as needed.
- The road between the digesters and the biosolids building will need to be shutdown for approximately one week to complete the install of the 4" pipe going across the road. City of Melbourne and L7 Construction will coordinate this shutdown prior to the install.
- The road between digester #1 and #2 will need to be shutdown as well, however this road is not as critical as the road listed above. L7 will coordinate this work with City of Melbourne prior to the install.
- Includes install of the two concrete maintenance slabs shown on drawing C-209 and M-506. The sidewalk detail on drawing C-804 is being used for these maintenance slabs. Wire mesh is included.
- Includes AIS and Davis Bacon requirements.

Exclusions:

- Dewatering, with the depth of the pipe shown on the drawings, we do not expect to need dewatering
- Night work
- Bypassing
- Ground Penetrating Radar Exploratory

- Relocation of existing utilities
- Modifications to the pipe inside the tank at digester #1
- Excluding pipe supports for any pipe installed on top of the digester wall
- Excludes monitoring of the digester tank slab elevations
- Excludes modifications to permitting
- Excludes any pipe encasements
- Excludes rebar in the concrete maintenance slabs. Wire mesh is included for the maintenance slabs per the concrete sidewalk detail on drawing C-804.
- Excludes a new project sign
- Excludes additional hose bibs, racks, and signs
- Excludes additional coatings at the tanks not listed above.
- Cost of compaction and concrete tests will come out of the allowance on the pay application. Additional cost is not included in this change proposal.

Approximate schedule of the scope of work:

- Upon change order approval, estimating 28 weeks for fabrication and delivery of pipe materials. This is expected to be the longest lead time.
- Estimating approximately one month of work to complete the above scope of work.
- This work must be completed prior to the startup of the new thickener equipment.

Price Breakdown:

L7 Labor:

- Supervision: 80 hours: \$7,988.90
- Project Management Time: 80 hours: \$8,395.83
- Project Engineer/Field Engineer: 80 hours: \$4,958.55
- Material Handling and Cleanup: 67 hours: \$3,576.13
- Exploratory/Layout: 40 hours: \$1,722.40
- Pipe Installation: 588 hours: \$25,319.28
- Concrete Work: 160 hours: \$6,889.60
- Rebar Work: 8 hours: \$437.77
- Travel Expense for Crew: \$5,000.00
- **Total: \$64,288.46**

Equipment:

- 8K Lull: \$1,815.00
- Mini Excavator: \$3,425.00
- Compactor: \$991.00
- Trench Box: \$632.00
- Fuel for Equipment (15% of equipment cost): \$1,029.45
- Dumpster: \$500.00
- Small Tools & Consumables (5% of labor cost): \$2,964.42
- Taxes: \$794.98
- **Total: \$12,151.85**

Materials:

- Pipe Materials- Ferguson Quote: \$112,466.35
- Pipe Supports- Tri Star Quote: \$3,607.93
- Concrete Materials: 2 CY at \$500/CY (small load fee included)= \$1,000.00
- Formwork, Expansion Joint, Misc Concrete Materials: 49 LF at \$20.41/LF= \$1,000.09
- Rebar Materials: 48 lb at \$10.42/lb= \$500.16
- Taxes: \$8,300.20
- **Total: \$126,874.73**

Subcontractors:

- Surveyors- Unit Pricing from Biosolids Subcontract: 4 hours for field crew at \$125/hour= \$500.00
- Asphalt Repair- Unit Pricing from Biosolids Subcontract: 306 SF at \$4.55/SF = \$1,392.30
- Concrete Bosses- CROM Quote: \$24,800.00
- Painting- Universal Painting Quote: \$4,833.00
- Pipe Drawings- Unit Pricing from Biosolids Subcontract: Two drawings at \$200/drawing= \$400.00
- **Total: \$31,925.30**

General Conditions:

- Bonds (2%): \$5,260.05
- Insurance (1.5%): \$3,945.03
- Profit (15% for L7 work and 10% for Subcontractors): \$32,761.93
- **Total: \$41,967.01**

Overall Total: \$277,207.35

L7 Construction, Inc. proposes to provide the labor, equipment, and materials for all of the above scope of work for the lump sum of **\$277,207.35 (Two Hundred Seventy-Seven Thousand Two Hundred Seven Dollars and Thirty-Five Cents).**

Thank you for the opportunity to quote you on this scope of work if you have any questions or concerns please feel free to give me a call to discuss.

Rachel Danos
L7 Construction, Inc.
321-972-9325 office

275 Hunt Park Cove
Longwood, FL 32750
rdanos@L7constructs.com

CITY OF MELBOURNE



900 East Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7300

CHANGE ORDER NO. 4

PROJECT: Biosolids Improvements Grant Street and DB Lee WRF's

PROJECT NO.: 33519

NTP DATE: 9/26/24

TO: L7 Construction, Inc.

You are directed to make the following changes in this Contract:

At City's request, furnish and install of Grant St Water Reclamation Facility digester area yard piping and associated appurtenances including site restoration.

The original Contract Sum was.....\$28,247,000.00
Net change by previous Change Orders.....\$ 392,767.44
The Contract Sum prior to this Change Order was.....\$28,639,767.44
The Contract Sum will be increased by this Change Order.....\$277,207.35
The new Contract Sum including this Change Order will be.....\$28,916,974.79
The Contract Time will be increased by.....0 Days
The Date of Completion as of the date of this Change Order therefore is.....10/31/2026

This modification constitutes compensation in full on behalf of the contractor and its subcontractors and suppliers for all costs and markups directly and indirectly attributable to the changes ordered herein, for all delays related thereto and for performance of the changes within the time stated.

THIS CHANGE ORDER IS ACCEPTABLE TO CONTRACTOR:

Signed Rachel Damos Title Project Manager III Date 9/24/25

RECOMMENDED AND APPROVED, CITY OF MELBOURNE:

Signed Q.E. McRae Title Consultant Date 9/24/25

Signed [Signature] Title City Engineer Date 9/26/25

Signed _____ Title City Manager Date _____



**Melbourne City Council
October 14, 2025
City Manager's Item Report**

Department:	Engineering/Public Works & Utilities
Presenter:	Jennifer Spagnoli
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.12.

Subject:

Amendment No. 2 to Task Order No. JEG 014 with Jacobs Engineering Group, Inc., Orlando, FL for the Continuing Contract for Surface Water Treatment Plant Filter Expansion Improvements for Water Production Facility Improvements.

Background/Consideration:

The scope of services consists of performing communications network design to relocate fiber-optic cabling, conduits, and junction boxes in conflict with the subject project improvements to a permanent location beyond the project impact area. Elements which will be proposed in the design are four (4) new hand holes, five (5) new pull boxes, new conduits and cabling connections between the new boxes to reconnect the fiber ring, conduits, and cabling to reconnect to control panels located within the reverse osmosis building, the actiflo building, the south operations building, the south administration building, the filter gallery, and the lab building. The intent is to furnish the design deliverable network modification diagram and then obtain a proposal for the construction from the project contractor as a change order addition.

Fiscal/Budget Impact:

Funding is sufficient in Capital Improvement Project No. 31320 (Water Production Facility Improvements).

Requested Action:

Approval of Amendment No. 2 to Task Order No. JEG 014 to Jacobs Engineering Group, Inc., Orlando, FL for Water Production Facility Improvements, Project No. 31320, in the amount of \$69,016.

Memorandum

To: Jenni Lamb, City Manager

Thru: James Ennis, City Engineer
Jennifer Spagnoli, Dir. Public Works & Utilities
Marla Keehn, Management & Budget Officer

From: Tom Baker, Asst. Dir. Public Works & Utilities

Date: September 26, 2025

Re: Amendment No. 2 to Task Order No. JEG 014 for Fiber-Optic Communications Network Elements Relocation for the Water Production Facility Improvements Project No. 31320

Amendment No. 2 to Task Order No. JEG 014 provides for performing additional design services to relocate existing fiber-optic communications network elements at the surface water treatment plant. An existing communications hand hole, pull box, connecting conduits, and communications cabling, which are components of the fiber network's communications ring, were recently discovered in conflict with the subject project's proposed pressure filters slab. These elements need to be relocated to the north beyond the project impact area.

Scope of Services

The scope of services consists of performing communications network design to relocate fiber-optic cabling, conduits, and junction boxes in conflict with the subject project improvements to a permanent location beyond the project impact area. Elements which will be proposed in the design are four (4) new hand holes, five (5) new pull boxes, new conduits and cabling connections between the new boxes to reconnect the fiber ring, and conduits and cabling to reconnect to control panels located within the reverse osmosis building, the actiflo building, the south operations building, the south administration building, the filter gallery, and the lab building. The intent is to furnish the design deliverable network modification diagram and then obtain a proposal for the construction from the project contractor as a change order addition.

Compensation and Schedule

The cost of the design services is \$69,016. The work will be completed within eight (8) weeks.

Funding

Funding is sufficient in Capital Improvement Project No. 31320 (Water Production Facility Improvements).

Recommendations

Recommend approval of Amendment No. 2 to Task Order No. JEG 014 in the amount of \$69,016 to perform design for the fiber-optic communications network elements relocation for the Water Production Facility Improvements project.

Cc: Kacie Black, Engineering Contract Mgr.

Robin Schaffroth, Utilities Budget & Procurement Spec.
David Phares, Supt. WP
Waylon Locklear, Asst. Supt. WP

Amendment 2 to
JEG014 of Agreement between City and Jacobs for Professional Services
City of Melbourne Filter Expansion and Improvements Services During Construction
September 29, 2025

1. INTRODUCTION

As part of task order JEG014 (City's PO #24001575 – 00) of the Professional Services Agreement for Project No. 31320, dated May 11, 2021, Jacobs Engineering Inc. (JEG, ENGINEER) is providing construction management and engineering during construction services for Project 31320 to the City of Melbourne (CITY). The project will provide feed pumps, pressure filters, a backwash supply pump, and associated facilities, to the existing John A. Buckley WTP, also called 'Filter Expansion and Improvement Project'. In June 2025, Amendment 1 was authorized to provide a pre- and post-construction survey during the demolition of the old filters. The associated lump sum fee for this task order, including Amendment 1, is \$ 1,494,065.

The construction contract started on November 8, 2024, and is expected to be substantial completed within 912 calendar days. As part of the project, the Contractor inspected the construction site to determine and verify locations of existing process piping, electrical and fiber optic conduits, and associated equipment that may be affected or are in conflict with required site demolition and installation of new equipment. Upon inspection, a communications handhole (designated 'HH1') and wall-mounted pull box (designated 'Wall PB') were identified in the northeast corner of the Administration and Pump Building near existing Filter B. HH1 and Wall PB both contain cables that are part of the plant's fiber-optic network, with locations that overlap with the proposed construction of the new equipment pad.

CITY determined that the network cables located within this area must be replaced to maintain plant operations and associated critical systems without the risk of interruption from construction activities. Additionally, CITY recommended that further modifications be made during relocation efforts to improve the routing and accessibility of the communications network.

Amendment 2 to JEG14 will outline the proposed design work to replace and relocate the fiber-optic cabling, along with associated conduit and accessories, to maintain a properly functioning plant control system network. The design of this work will be developed by ENGINEER within the next few months with the intent to negotiate a change order with the existing contractor for implementation of these improvements utilizing the contingency funds.

2. SCOPE OF SERVICES

Amendment 2 services proposed will only impact Task 3 Engineering Services during Construction.

Task 1 – Project Management

No changes to this task proposed.

Task 2 – Construction Management

No changes to this task proposed.

Task 3 – Engineering Services during Construction

The design services will provide the design of the relocation required fiber-optic cabling, along with associated conduit and accessories. The following modifications are proposed for the communication system improvements.

- New communications handholes 15HH1, 15HH2, 15HH3, and 15HH4 as shown on proposed single-line diagram.
- New communications pull boxes CPB1, CPB2, CPB3, CPB4, and CPB5 and new fiber-optic cabling and associated conduit to route network as shown on proposed single-line diagram.
- Additional control pull boxes at the Administration Building and Operations Building to accommodate fiber cables entering each structure.
- New fiber-optic cabling for the following connections currently routed through existing pull boxes designated PB4, PB6, and PB8, and existing handholes HH1, HH2, and HH3:
 - 12-strand multimode fiber cable between RO building and Actiflo building (DATA).
 - 12-strand multimode fiber cable between RO building and Actiflo building (SCADA).
 - 12-strand single mode fiber cable between RO building and Actiflo building (DATA).
 - 12-strand single mode fiber cable between RO building and Actiflo building (SCADA).
 - 12-strand single mode fiber cable between RO building and Admin building (DATA).
 - 12-strand single mode fiber cable between RO building and Admin building (SCADA).
 - 12-strand multimode fiber cable between admin building and Actiflo building.
 - 24-strand single mode fiber cable between the lab building and admin building.
 - Three 12-strand single mode fiber cables from DFS-HUB-1 TO CRC-LIU-1.
 - Two 12-strand multimode fiber cables from DFS-HUB-1 to CRC-LIU-1.
 - 12-strand single mode fiber cable from PATCH PANEL TO 15CP3-1A.
- Provide new 12-strand multimode fiber cable to existing control panel 16CP-1-1.
- Single mode fibers to replace the existing IT network, security network, business network and IP telephones at the affected locations.
- Abandon the existing 50-strand telecommunications cable between the admin building and Actiflo building. No provisions will be made to replace the telephone cable in this scope.
- Route all new multimode and single-mode fiber cables through separate conduits.
Additionally, if the fiber cable is part of a network ring, then the cable entering and leaving a node will be routed through different conduits to prevent a “pinch point” or common point of failure for the ring in the event that a single conduit is damaged.

To facilitate discussions with CITY, contractor and vendor and to clarify the scope of work, an existing and proposed fiber optic site plan, existing and proposed fiber optic single line diagram, and a fiber demolition plan were developed by ENGINEER and included in the draft amendment email sent to CITY on September 16, 2025.

Task 4 – SCADA Integration

No changes to this task proposed.

3. DELIVERABLE SCHEDULE

The intended submittal time of each additional task 3 deliverable falls within the original 136 weeks task order period of JEG14 and will be:

- Detailed design drawings (15 sheets), in Adobe PDF electronic format and hard copy format: 8 weeks after Amendment 2 is approved.
- Detailed design specifications for the Contractor, in Adobe PDF electronic format and hard copy format: 8 weeks after Amendment 2 is approved.

4. COMPENSATION

Services proposed by ENGINEER in this Amendment will be performed in accordance with JEG14 (PO #24001575 – 00) for Agreement for Project No. 31320, dated May 11, 2021. ENGINEER proposes to perform the work described herein on a lump sum basis, based on the per diem rates of the contract. The engineering fee including labor and expenses associated with this amendment is \$69,016, for a total fee for JEG14 of \$1,563,081.

Task Description	Lump Sum Amount (\$)
Task 1 Project Management	-
Task 2 Construction Management	-
Task 3 Engineering Services During Construction	\$69,016
Task 4 SCADA Integration	-
Total	\$69,016

ENGINEER will provide CITY a monthly invoice for the services provided based upon the schedule values detailed in the compensation table above, along with a summary of activities performed under this contract. An estimated earned value (percent complete) for each project sub-task will be the basis for progress payments. The proposal is effective for 90 days.

5. ASSUMPTIONS

Key notes and assumptions for the design:

- Following the initial site inspection, a detailed investigation was performed by Morse Communications to further identify functions and endpoints of cables located within the demolition area. The findings were compiled into a report and submitted to CITY and ENGINEER. This information was used as the basis for the proposal outlined in this document.
- Additional resources for site investigation included several sets of as-built documents and engineering designs for previous projects. Examples include, but are not limited to:
 - Filter Backwash Drain Improvements (May 2024 Record Drawings)
 - Lake Washington Surface Water Treatment Plant Improvements (November 2005 Conformed Drawings)
 - Filter Expansion and Improvements Project (December 2024 Conformed Drawings)These engineering documents were primarily used to compare information along with the Morse Communications report to identify discrepancies or attempt to identify any remaining unknown conditions at the site.
- It was noted during site investigation that a fiber-optic cable may have been temporarily installed between panels 16CP-1-1 and 15CP2-2 during a previous construction project. However, it is assumed that this cable is no longer in use after new installations and has been either abandoned or left as spare. Refer to electrical drawing attachment for details.
- It was determined that the existing Administration Building containing panel 16CP-1-1 and the DFS-HUB fiber termination points will remain active and is not designated for any near-future demolition activities.
- It is assumed that no additional work has been performed at the site that would affect the existing fiber-optic network at this location.
- Design drawings and specifications will be incorporated into the existing JEG014 conformed documents and the work construction will be performed as a change order to the existing contractor for JEG014.
- All work described below shall be performed by a qualified contractor. Work involving the procurement and installation of cabling, conduit, pull boxes, and handholes will be performed by an electrical subcontractor under the existing contractor for JEG014. Work involving termination and testing of fiber-optic cables and fabrication of patch panel enclosures will be performed by a Plant Instrumentation and Controls System (PICS) subcontractor. The electrical subcontractor will also install panels supplied by the PICS subcontractor.
- Electrical and PICS Contractors are ultimately responsible for the successful installation of the relocated network system and associated components. This includes the detailed design, materials, and installation methods required for complete integration that may not be explicitly defined in this proposal.

- During implementation of new communications and control panel installations, CONSULTANT and CITY personnel will be present to verify successful communications are established following installation and that all closeout activities described herein are complete.
- To minimize risk of existing cable damage and critical failure during relocation activities, new fiber-optic cables will be proposed where possible. However, at City's discretion, existing fiber-optic cables with sufficient slack lengths may be reused by temporarily disconnecting cable, pulling back to nearest handhole or pull box, then rerouting the cable to a new conduit or endpoint location to re-terminate.

Attachments:

- Existing Fiber Optic Site Plan
- Proposed Fiber Optic Site Plan
- Existing Fiber Optic Single Line Diagram
- Demolition Fiber Optic Single Line Diagram
- Proposed Fiber Optic Single Line Diagram
-

6. ACCEPTANCE

This Amendment 2 to JEG14 shall become part of the Professional Services Agreement upon execution by both parties.

Approved for City of Melbourne

Accepted for Jacobs Engineering Group, Inc.

By:



By:

Title:

Title: Vice President

Francois Didier Menard, PE

Date:

Date: September 29, 2025



Melbourne City Council
October 14, 2025
City Manager's Item Report

Department:	Engineering/Public Works & Utilities
Presenter:	Jennifer Spagnoli
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.13.

Subject:

Task Order No. CDM-05 to the contract with CDM Smith, Inc., Maitland, FL for the Water Production Wellfield Improvements project.

Background/Consideration:

The City is designing the expansion of the Reverse Osmosis Water Treatment Plant (ROWTP). The existing ROWTP currently utilizes four (4) existing Upper Floridan Aquifer (UFA) production wells, with two (2) additional production wells under construction. To meet future demands and to provide for efficient operational needs, construction of six (6) additional wells is recommended. CDM Smith, Inc. completed a modeling analysis for the proposed locations of the additional wells.

To reliably meet capacity supply and provide for operational flexibility, the City desires to construct an additional UFA well. This additional UFA well will be designated as Well No. 7 and will be designed for an anticipated nominal capacity of 3.1 MGD (2,150 gpm). Well No. 7 will be located along the same corridor as Wells No. 1, 2 and 4 and will be completed first since the piping to the plant is already in place.

The scope includes the design of the below grade and above grade facilities, permitting and bidding assistance for Production Well No. 7. The project is expected to take approximately 335 calendar days from Notice to Proceed. Construction of Well No. 7 will be bid separately.

Fiscal/Budget Impact:

Funding is available within Project No. 31323 (Construct Well Nos. 7, 8 and 9).

Requested Action:

Approval of Task Order No. CDM-05 to CDM Smith, Inc., Maitland, FL for the Water Production Wellfield Improvements, Project No. 31323, in the amount of \$456,695.

Memorandum

To: Jenni Lamb, City Manager
Thru: James Ennis, City Engineer
From: Jennifer Spagnoli, Public Works & Utilities Director
Date: September 29, 2025
Re: Task Order No. CDM-05 to the Professional Services Agreement for Hydrogeologic and Engineering Services for Water Production Wellfield Improvements with CDM Smith, Inc. (CDM).

This is a request for City Council approval of Task Order No. CDM-05 to the Professional Services Agreement for Hydrogeologic Services for Water Production Wellfield Improvements for the design of Production Well No. 7.

Background

The City is designing the expansion of the Reverse Osmosis Water Treatment Plant (ROWTP). The existing ROWTP currently utilizes four existing upper Floridan Aquifer (UFA) production wells, with two additional production wells under construction. To meet future demands and to provide for efficient operational needs, construction of 6 additional wells is recommended. CDM completed a modeling analysis for the proposed locations of the additional wells. Well No. 7 Well is the only one that will be located along same corridor as Wells No. 1, 2 and 4. Well No. 7 is being completed first since the piping to the plant is already in place. The other 5 wells will be located on the south side of Lake Washington and will require new raw water piping and electrical infrastructure.

Scope of Services

The scope includes the design of the below grade and above grade facilities, permitting and bidding for Production Well No. 7.

Compensation and Schedule

The cost of services is a not-to-exceed amount of \$456,695. The work will be completed in 335 days of Notice to Proceed.

Funding

Funding is available within the Project No. 31323 (Construct Well Nos. 7, 8 and 9).

Recommendation

Approval of Task Order No. CDM-05 with CDM Smith, Inc., Maitland, FL in the amount of \$456,695.

Attachment: CDM Smith, Inc. Task Order No. CDM-05

Copy: Kacie Black, Engineering Contract Manager
Marla Keehn, Management & Budget Officer
Dave Phares, Water Production Superintendent
Robin Schaffroth, Utilities Budget and Procurement Specialist

TASK ORDER NO. CDM-05

CDM PROJECT NO. _____
CITY PROJECT NO. _____

PROFESSIONAL CONSULTING SERVICES
between
THE CITY OF MELBOURNE
and
CDM SMITH INC

This Task Order made and entered into this ____ day of _____, 2025, to that certain Professional Consulting Services, dated August 30, 2024, by and between the CITY OF MELBOURNE, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and CDM Smith Inc. of Maitland, Florida, a corporation created and existing under the laws of the State of Florida, hereinafter referred to as the CONSULTANT.

Whereas, the CITY desires to authorize the CONSULTANT to perform certain Professional Consulting Services as outlined in the attached SCOPE OF SERVICES for the **Water Production Wellfield Improvements Upper Floridan Aquifer Well No. 7 Design, Permitting, and Bidding**, Exhibit A, hereinafter referenced to as the SCOPE OF SERVICES and

Whereas, the CITY and the CONSULTANT have completed successful negotiations for said PROFESSIONAL CONSULTING SERVICES as defined in the SCOPE OF SERVICES.

The CITY hereby employs the CONSULTANT as Professional Consultant for the work as outlined in the SCOPE OF SERVICES and the CONSULTANT accept employment to perform certain Professional Services as outlined in the SCOPE OF SERVICES.

The CONSULTANT shall commence their services upon written authorization by the CITY to proceed with the work. Excluding time for CITY review and reviews by other agencies, the Professional Services as provided for under this Task Order shall be delivered within 335 calendar days from receipt of written Notice to Proceed.

The CITY shall pay the CONSULTANT for performance of their services, as outlined the SCOPE OF SERVICES, a not to exceed amount of \$456,695 without prior approval from the CITY. Any additional work under this Phase, authorized by the CITY, shall be accomplished in accordance with the PROFESSIONAL CONSULTING SERVICES. Payment for any additional work and reimbursable expense shall be in accordance with the Schedule of Compensation Rates outlined in the PROFESSIONAL CONSULTING SERVICES.

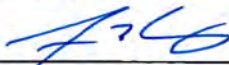
All services shall be subject to and performed in accordance with this task order, the PROFESSIONAL CONSULTING SERVICES, the exhibits attached hereto and

incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

Earned compensation shall be invoiced by the CONSULTANT as services are completed or monthly as services are performed. Each invoice so rendered shall clearly identify the subject matter, CITY project number and basis on which the invoice was prepared. Invoices shall be paid by the CITY in accordance with the CITY's Prompt Payment Policy as included within the PROFESIONAL CONSULTING SERVICES.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives, this _____ day of _____, 2025.

Approved by City Engineer
as to content:



James Ennis, P.E.

CITY OF MELBOURNE, FLORIDA
Acting by and through its City Council

Jenni Lamb, City Manager

ATTEST:

Kevin McKeown, City Clerk
(SEAL)

CDM SMITH INC.



Eric J. Grotke, PE, BCEE, Vice President

EXHIBIT A
PROFESSIONAL SERVICES
FOR
CITY OF MELBOURNE
WATER PRODUCTION WELLFIELD IMPROVEMENTS
UPPER FLORIDAN AQUIFER WELL NO. 7
DESIGN, PERMITTING, AND BIDDING

City Project No. _____
Task Order No. CDM-05

This Task Order, when executed, shall be incorporated in and become an integral part of the Water Production Well Improvements contract between the City of Melbourne, Florida (CITY), and CDM Smith Inc. (CONSULTANT), dated August 30, 2024, hereafter referred to as the Agreement.

PROJECT BACKGROUND

The CITY operates the Joe Mullins Reverse Osmosis (RO) Water Treatment Plant (WTP), which is supplied with raw water by four existing Upper Floridan Aquifer (UFA) production wells. Two new UFA production wells (PW-5 and PW-6) were recently drilled, and water main design is underway via separate Task Orders. The CITY's current Consumptive Use Permit (No. 50301-9) allows for 12.5 million gallons per day (MGD) annual average of groundwater withdrawal from the UFA. To reliably meet firm capacity supply and provide for operational flexibility, the CITY desires to construct an additional UFA well. This additional UFA well will be designated Well No. 7 (PW-7) and will be designed for an anticipated nominal capacity of 3.1 MGD (2,150 gpm) (Project). This anticipated capacity is based on the performance of other UFA wells the CITY operates. The planned location of PW-7 is at the northeast corner of the RO WTP property where Wellfield Road intersects with McGraw Avenue.

This Task Order proposal provides for professional services for the design, permitting, and bidding for the following primary Project elements:

- A new production well (PW-7).
- PW-7 VFD motor-driven pump.
- PW-7 wellhead piping, fittings, instrumentation, and appurtenances.
- PW-7 concrete well pad.
- Raw water main from PW-7 to PW-4.
- PW-7 standby emergency generator.
- Site work.

The construction of this Project will be bid under one procurement due to the specialty nature of the construction scope and to facilitate the schedule. Services during construction of the production PW-7, yard piping, and site work will be under separate authorizations or amendments.

The outline of services to be provided by the CONSULTANT under this Task Order are listed below:

- Project Kickoff Meeting and Data Collection and Review
- Preliminary Design
- Permit Assistance
- Final Design
- Bidding Assistance
- Project and Quality Management

The Scope of Services describes each of the above-referenced tasks in more detail and defines the professional services to be provided.

SCOPE OF SERVICES

TASK 1 KICKOFF MEETING/SITE VISIT, DATA REVIEWS, SURVEY, AND GEOTECHNICAL

Under this task, a combination Kick-Off Meeting and site visit will be performed with key members of the CITY and CONSULTANT project team to formalize the project approach and clarify any outstanding site issues or data needs. In addition, survey and geotechnical services are provided in this Task. The technical approach and results of the Task 1 scope of services will be appropriately captured and reflected in Task 2 Preliminary Design.

Subtask 1.1 Project Work Planning: Kick-Off Meeting, Site Inspection, and Field Visit

CONSULTANT will prepare and facilitate a Project Kick-Off Meeting with CITY's staff. The goals of the meeting are to address project design and expectations, critical issues, coordination of project activities, schedule, and project design standards. A discussion of the final design approach including the site layout and equipment preferences will be completed during the Kick-Off Meeting. CONSULTANT will prepare and submit the meeting agenda and meeting minutes.

The Kick-Off Meeting will be held in conjunction with the site visit. CONSULTANT will perform one site visit to the proposed PW-7 site and the proposed transmission main corridor to observe field conditions, gather preliminary design data on existing conditions and structures, and examine the layout of the proposed construction.

Subtask 1.2 Data Reviews

Significant data collection relevant to this scope has been achieved under previous task order assignments. The CONSULTANT will review record drawing information, existing surveys, and other relevant previous construction data to determine utility location and establish design conditions for the tie-in of the proposed raw water transmission main. If any additional data needs are identified a request will be made to the CITY.

Subtask 1.3 Survey and Utility Location

After completion of the site visit, CONSULTANT will subcontract with a registered Florida surveyor to perform surveys of the proposed wellsite and right-of-way corridor between the proposed PW-7 location and the tie-in near PW-4, locate surface features and subsurface utilities within the corridor,

and specify approximate avenues of routing. Included under this subtask is verification of utility depths through pot-holing at selected locations. Up to two pot holing locations are budgeted for under this subtask.

Subtask 1.4 Geotechnical Investigation

After completion of the site visit, a geotechnical investigation will be performed by a subcontractor to the CONSULTANT to explore the subsurface conditions to support the design. This Task Order includes performing one Standard Penetration Test (SPT) boring to a depth of approximately 15 feet below the existing surface for the well pump pad, three SPT borings to a depth of approximately 10 feet below the existing surface for the raw water pipeline segment between the proposed PW-7 site and the proposed tie-in location, and report including recommendations for dewatering, structural support, trenching, bedding, and backfilling.

TASK 1 - DELIVERABLES

Survey
Geotechnical Report
Project Schedule
Kick-Off Meeting Agenda and Minutes

TASK 2 PRELIMINARY DESIGN

This task provides for the development of PW-7 design criteria up to the 30 percent design level.

Subtask 2.1 Site Layout and Process Flow Diagram - 10 Percent Design

After the Kick-Off Meeting, the CONSULTANT will prepare an initial site layout and process flow diagram summarizing the selected design criteria and connections to existing facilities for the Project. The layout and process flow diagram will be submitted to the CITY as a PDF for review via electronic means (email or file transfer). CITY's review comments shall be incorporated in the Basis of Design Report (BODR).

Subtask 2.2 Basis of Design Report (BODR) - 30 Percent Design

CONSULTANT will prepare a BODR defining the Well No. 7 design criteria and associated process facilities based on the operational and regulatory requirements, site constraints, hydrogeology, and existing facilities. CONSULTANT will review published reports, regional well databases, and existing CITY RO WTP wellfield construction reports and test data to establish well design criteria. Evaluation of these data and information shall be used to develop the project documents. The BODR will have two primary sections: 1) well design and 2) well appurtenances, surface facilities and water main design. The well design section will support the application process with the St. Johns River Water Management District (SJRWMD) and will include sufficient details of the well design and location along with well drilling, construction, and testing procedures.

For the surface facilities and water main section, it will identify the PW-7 project components, locations, and configurations; pumping conditions and pump selection, and connections to existing facilities; and instrumentation, reporting, controls, and electrical service requirements. The BODR will conceptually locate and size the new process piping, well support slab, and ancillary facilities associated with PW-7. Regulatory permitting requirements and approach will be identified.

The BODR will represent the overall 30 percent design development level. It will include one electronic copy in PDF format and four hard copy half-size (11 inches by 17 inches) drawings sets. CONSULTANT will provide an Opinion of Probable Cost (OPCC) in the BODR. A progress/review meeting will be held at the CITY's office to discuss the CITY's BODR review comments. CONSULTANT will produce and submit a meeting agenda and meeting minutes. CITY comments will be documented in the final BODR and meeting minutes.

TASK 2 - DELIVERABLES

Initial Site Layout and Process Flow Diagram
 Draft BODR
 Final BODR
 Opinion of Probable Construction Cost (30 percent)
 Review meeting agenda and minutes in PDF format

TASK 3 FINAL DESIGN

CONSULTANT will prepare design drawings and technical specifications in sufficient detail for the CITY to permit and obtain competitive bids for construction of PW-7. The final design development will consist of overall 90 percent (signed and sealed for permitting) and 100 percent (final design/Issued for Bid) completion levels, updated OPCCs, and project schedules.

Subtask 3.1 Preparation of Drawings and Specifications

CONSULTANT will prepare final drawings for project construction based on the approach selected at the Preliminary Design phase. The preliminary list of drawings is identified in **Table 1**. This preliminary list may change depending on the outcome of the design development services described in Task 2 and has been provided for reference to define the level of effort associated with the Project. CONSULTANT will include incorporating the construction permit conditions into the drawings prior to award of contract.

Table 1 – Preliminary List of Drawings Raw Water Main/Surface Work and PW-7

Sheet No.	Drawing No.	Drawing Title
1	G-0	Cover Sheet/location map
2	G-1	Index of Sheets/aerial
3	G-2	General Notes, Symbols and Abbreviations
4	C-1	Key Map (shows routing of RWM and well location)
5	C-2	Well No. 4 and No. 7 Site Plan Improvements
6	C-3	Well No. No. 7 Plan and Sections
7	C-4	Well No. 7 Design Set Schematics (subsurface)
8	C-5	RWM Plan and Profile (1"=20')
9	C-6	RWM Plan and Profile (1"=20')
10	C-7	Access Road Typical Section
11	C-8	Access Road Plan and Restoration
12	CD-1	Well No. 7 Details
13	CD-2	Civil Details
14	CD-3	Civil Details
15	M-1	Mechanical General Notes, Symbols, and Abbreviations
16	M-2	Well No. 7 Proposed Mechanical Plan
17	M-3	Well No. 7 Proposed Section
18	MD-1	Mechanical Details I
19	MD-2	Mechanical Details II
20	S-1	Structural Notes and Well Pad plan, section, and details

Sheet No.	Drawing No.	Drawing Title
21	S-2	Structural Well Pad Plan, Section, and Details
22	E-1	Standard Electrical Details, General Notes, and Abbreviations
23	E-2	Standard Electrical Details, General Notes, and Abbreviations
24	E-3	Overall Electrical Site Plan(s)
25	E-4	Electrical Duct Bank Section
26	E-5	Partial Electrical Site Plan
27	E-6	Single Line Power Diagram, Load Schedule, and Front Elevation
28	E-7	Riser Diagram and Equipment Front Elevation
29	E-8	Misc. Electrical Details
30	I-1	Standard I&C Details and General Notes
31	I-2	System Block Diagram
32	I-3	P&ID Well No. 7
33	I-4	Instrumentation Details
34	I-5	Instrumentation Details

1. Abbrev. - G: General; C: Civil; E: Electrical; M: Mechanical; S: Structural, I: Instrumentation

CONSULTANT will prepare project technical specifications, associated drawings listed in Table 1, and contract documents for procurement of PW-7 construction and testing. Technical specifications will utilize the EJCDC/CSI format (50-Division), which will cover general requirements, product requirements, and execution of installation.

CONSULTANT will prepare a well drilling contractor pre-bid qualification package for this work that will require each bidder to be qualified to construct PWS wells (per the specifications) and to ensure that they are knowledgeable about FDEP PWS requirements for well construction.

CONSULTANT will issue a formal submittal to the City at the 90 percent overall completion levels of the design development for review. The 90 percent design submittal will include:

- Advancement of P&ID and process mechanical design to completion.
- Advancement of other design disciplines to 90 percent completion.
- Internal technical, biddability, and constructability reviews.
- Internal back-checking and cross-checking between design disciplines and between drawings and specifications.
- Updated opinion of probable cost of construction.
- Pre-final drafts of all contract documents (drawings and technical specifications).

The overall 90 percent submittal will be based on the concepts established in the PDR and agreed upon as a result of the overall 30 percent design review meeting. The overall 90 percent submittal will include a set of drawings, technical specification, and an updated OPCC. Following the submittal of the overall 90 percent submittal, a final design coordination meeting will be held with the OWNER's staff to receive and discuss review comments, coordinate the project Front End documents (Division 0), and coordinate the final design. CONSULTANT will prepare and submit meeting minutes. CONSULTANT will address the CITY's comments in the 100 percent design submittal.

Once the comments from the permitting agencies listed in Task 4 below are received, CONSULTANT will incorporate the required revisions and prepare the 100 percent final design/Issued for Bid submittal. For the 100 percent design/Issued for Bid submittal, the drawings and technical specifications will be final and suitable for obtaining bids from construction contractors. CONSULTANT will prepare an update to the OPCC and project schedule at the 100 percent completion stage and submit to the CITY for review. CONSULTANT will deliver two half-size (11 inches by 17 inches sets of drawings, two full-size (22 inches by 34 inches) sets of drawings, and two hardcopy sets of specification as well as electronic copies in PDF.

TASK 3 - DELIVERABLES

90 percent drawings and technical specifications
100 percent drawings and technical specifications
OPCC updates at 90 and 100 percent design
Project Schedule at 100 percent design

TASK 4 PERMITTING ASSISTANCE

CONSULTANT will provide permitting assistance services required for preparing and submitting appropriate permit applications, attending meetings with regulatory agencies, and response to a request for additional information as specified herein. Based on previous experience with similar projects the following agencies and permits will be involved:

- FDEP Specific Permit to construct or modify Public Water System (PWS) components, and
- City of Melbourne Building Department.

Subtask 4.1 PWS Permit Modification

Following approval of the BODR, a preliminary application meeting will be held with the FDEP regarding the PWS permit modification. CONSULTANT will submit 90 percent Preliminary Design documents on the CITY's behalf, prepare meeting agenda and minutes, and host the meeting by teleconference. The purpose of the meeting will be to describe the project, discuss the existing respective permit and permit modification, required forms, project specific submittals, processing fees, and other related regulatory requirements.

CONSULTANT will assist CITY in filing for and obtaining the necessary permit for the PWS permit modification. This includes applicable diesel storage tank permitting. This subtask includes preparing the permit application, following the completion of the Preliminary Design phase, for the FDEP Specific Permit to Construct PWS components. CONSULTANT will prepare the application and supporting documentation for the NPDES permit and the CITY will submit the application through the on-line portal. CITY will provide payment of the permit fees and sign for as CITY and Operating Entity. CONSULTANT will prepare one response to a request of additional information.

Subtask 4.2 Building Permit

CONSULTANT will meet with the CITY's Building Department during the design phase and provide an overall 90 percent complete set of drawings to solicit comments to expedite drawing review during the formal Building Permitting process. CONSULTANT will incorporate comments received from the Building Department into the design drawings, which will become the 100 percent/Issued for Bid documents.

The CONSULTANT will assist with applicable diesel storage tank permitting as part of this subtask. CITY will provide payment of the permit fees.

TASK 4 - DELIVERABLES

Permit application and submittal to FDEP for PWS modification
Meeting agendas and minutes

TASK 5 BIDDING ASSISTANCE

Under this subtask, the following services will be provided by CONSULTANT:

- CONSULTANT will attend the pre-bid conference with the CITY staff;
- CONSULTANT will interpret and/or clarify construction contract documents in regard to potential bidders' questions;
- CONSULTANT will support CITY with Drawing and/or Specification updates for up to 2 addenda issuance;
- CONSULTANT will review the bids received by the CITY for accuracy, responsiveness to bidding requirements, contractor references, and prepare a bid tabulation, and
- Based on the above, the CONSULTANT will issue a recommendation of award letter to the CITY.

Bid phase services are complete with the issuance of the recommendation of award letter.

TASK 5 - DELIVERABLES

Responses to bidder's questions as needed
Bid Tabulation
Recommendation of bid award letter

TASK 6 PROJECT AND QUALITY MANAGEMENT

Activities performed under this task consist of those general functions required to maintain the project on schedule, within budget, and that the quality of the work products defined within this scope is consistent with the CONSULTANT'S quality standards and the CITY's requirements. Specific activities included are identified below.

Subtask 6.1 Project Management

Activities performed under this task consist of those general administrative functions required to provide for the project remaining on schedule, within budget, and that the quality of work deliverables defined herein are consistent with CONSULTANT's quality management standards and the CITY's requirements as defined by the Agreement and this task order.

Subtask 6.2 Quality Management

CONSULTANT maintains a Quality Management System (QMS) for program on all projects. CONSULTANT will hold internal Technical Review Committee (TRC) and Project Quality meetings, for quality assurance and control, prior to transmitting documents to CITY. TRC meetings will be held at the overall 10, 30, and

60 percent milestones. TRC comments will be addressed prior to moving forward with the design. A final comprehensive review of the 100 percent documents will be performed prior to issuance for bid.

CITY and CONSULTANT shall schedule a design review meeting after the overall 30 percent design submittal to address comments and resolve issues. This meeting shall be attended by key staff of the CONSULTANT and CITY and scheduled for two hours. CONSULTANT will prepare and distribute an agenda and meeting minutes. Review comments and resolution for the submittals shall be handled electronically through email with attachments or secure file transfer.

TASK 7 ADDITIONAL SERVICES (ALLOWANCE)

CONSULTANT has included an allowance for the following items in the event these activities are necessary and arise during the design of the project.

Subtask 7.1 Additional Geotechnical Investigation

After completion of the Site Visit and review of the existing Site geotechnical data, if additional geotechnical services are required (beyond the four SPT borings included in Subtask 1.4) then the subcontractor to the CONSULTANT will perform additional sub surface exploration activities to support the design. It is understood that there was previously a City of Eau Gallie backwash pond in the area of the proposed wellsite.

Subtask 7.2 Gopher Tortoise Services

If necessary, Gopher Tortoise surveying and permitting will be performed by a subcontractor to the CONSULTANT. If Gopher Tortoise relocation activities are required, the subcontractor to the CONSULTANT will relocate Gopher Tortoises found within the construction site approximately 90 days prior to the anticipated start of construction.

CONSULTANT or subcontractors will not perform work under this task without: 1) providing a description of the activity and estimate of how much of the Task 7 budget will be used, and 2) written approval from the CITY. This task is provided as a separate budget line item and will be invoiced on a time and materials basis separate from the lump sum tasks contained herein and will reflect specific items requested by the CITY.

DATA OR COORDINATION ASSISTANCE TO BE PROVIDED BY THE CITY

CITY will be responsible for the following listed items and other items as specifically included in this Task Order:

- Provide CONSULTANT updated results of the Joe Mullins RO WTP Raw Transmission Main Condition Assessment Project prior to the 30 percent BODR to incorporate into the PW-7 Project design;
- Provide latest easements and/or legal description, boundary and topographic survey for the PW-7 area and WTP site;
- Prepare and provide coordinated Front-End Documents (Division 0), and
- Provide bid evaluation and recommendation of award letters for Contractor.

BASIS FOR ESTIMATE

These services will be generally performed under the following basis, directives of the Request for Proposal, and/or CITY-directed standards:

1. CONSULTANT will use the latest existing legal description and site boundary surveys, as-built surveys, and record drawings as provided by the CITY in digital AutoCAD format (.dwg file format), in the performance of its work. CONSULTANT will subcontract for additional topographical survey services to establish elevations and horizontal controls as well as the location and identification of underground utilities and/or physical obstructions at the Project site.
2. 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 Order. CITY may use such reports, data, and information in performing or furnishing services under this Task Order. 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 or Amendment.
3. CONSULTANT will prepare OPCCs in accordance with the Association for the Advancement of Cost Engineering International, Inc. The following accuracies will be met according to the design completion stage:
 - a. OPCC estimate (+30% / -15%) for the 30 percent design documents.
 - b. OPCC estimates (+10% / -5%) for the 90 percent and 100 percent design documents.
4. Meeting agenda, meeting minutes, OPCC, and schedule will be submitted to CITY electronically in PDF format. Additionally, at the 100 percent milestone CONSULTANT will deliver two half-size (11 inches by 17 inches) sets of drawings, two full-size (22 inches by 34 inches) sets of drawings, and two hardcopy sets of specifications.
5. CITY will provide review of permit application forms, payment of permit fees, and appropriate signature(s) as CITY and Operating Entity.
6. CONSULTANT will assist the CITY in coordinating electrical power with Florida Power & Light (FPL) for the Well 7 project site.
7. SCADA integration and programming will be coordinated and accomplished by the CITY, therefore, said services are not included in this Task Order.
8. An estimated nominal pumping capacity of 3.1 MGD will be supplied using a VFD-capable motor that is able to meet the operating envelope agreed-upon with the CITY. CONSULTANT will discuss the operating envelope that includes the initial low/high head discharge conditions and future low/high head conditions during the Kick-Off Meeting.
9. One vertical turbine pump with a VFD motor and a standby emergency generator shall be utilized.
10. Instrumentation elements of the PW-7 wellhead assembly include pressure transmitter, pressure switch, flow transmitter and magnetic flow meter.
11. Control hardware compatible with existing Joe Mullins RO WTP Wellfield well sites including fiber optic cable, media converters, and PLC will be specified by the CITY.

12. No building or housing is anticipated to be necessary for the new well facility electrical and/or control equipment.
13. Temporary and final wellhead elevations will be based on compliance with regulatory floodplain elevation requirements.
14. The well-header system design shall be in accordance to CITY's preference (to be verified during the Project Kick-Off Meeting).
15. CITY shall provide direction for future transmission piping arrangements that will require tie-in to the existing PW-7 raw water transmission main. CONSULTANT will confirm capacity of raw water transmission mains (existing and future) and make necessary provisions to include the CITY-directed locations for tee fittings, isolation valves and stub-outs.
16. CONSULTANT has assumed that the proposed PW-7 site is not contaminated in any fashion and that CITY performed due diligence to confirm this assumption during the purchase of the property.
17. It is assumed that groundwater interference modeling will not be required to obtain a well drilling permit.
18. It is assumed for this Task Order that procurement or modification of a *Generic Permit for Discharge of Produced Ground Water from any Non-Contaminated Site Activity Permit* will not be required.
19. CONSULTANT will provide FDEP and City of Melbourne Building Department permitting assistance services for the standby emergency generator diesel fuel tank.
20. CONSULTANT is not responsible for delays due to the permitting approval process. CONSULTANT reserves the right to extend the schedule based on variable scheduling and review times of the regulatory agencies.

TIME OF COMPLETION/SCHEDULE

It is anticipated that the work will take 11 months to complete, starting within two weeks of receipt of a formal notice to proceed (NTP). The estimated schedule by task is shown in **Table 2**. The estimated durations will be finalized based on the actual NTP date and adjusted based on project scheduling requirements. CONSULTANT will prepare and updated detailed Baseline Schedule within the first 30 calendar days after NTP. Upon completion of the bidding documents, the CITY will determine the sequence of bidding. The schedule is based on the durations of the bidding periods being approximately three months.

Table 2 - Estimated Schedule

Task No.	Task Description	Task Duration	From Start
1	Kickoff Meeting/Site Visit, Data Reviews, Survey, and Geotechnical	3 weeks	3 weeks
2	Preliminary Design	17 weeks	20 weeks
3	Final Design	20 weeks	40 weeks
4	Permitting Assistance	8 weeks	40 weeks
5	Bidding Assistance	8 weeks	48 weeks
6	Project and Quality Management	48 weeks	48 weeks
7	Water Treatment Plant Expansion Coordination Services	48 weeks	48 weeks

COMPENSATION AND PAYMENT

Compensation for work performed on Tasks 1-6 shall be made on a lump sum basis in the amount of \$421,695. Partial payments shall be made on a monthly basis in proportion to the percentage work completed. Work performed on Task 7 will be invoiced monthly on a time and materials basis with a Not-to-Exceed upper limit of \$35,000. Invoices will be based on hours incurred and the hourly billing rates plus direct and subconsultant costs. Subconsultant costs will be invoice at cost plus 10% markup. Direct expenses will be invoiced on the actual costs incurred. For invoice purposes only, the value by task is shown in **Table 3**. The total Not-To-Exceed upper limit of this Task Order, Tasks 1 through 7 inclusive, is \$456,695.

CONSULTANT will submit written monthly status reports with each invoice.

Table 3 - Task Value for Invoice Purposes Only

Task	Description	Lump Sum	Not-to-Exceed
1	Kickoff Meeting/Site Visit, Data Reviews, Survey, and Geotechnical	\$50,580	
2	Preliminary Design	\$86,030	
3	Final Design	\$194,730	
4	Permitting Assistance	\$12,425	
5	Bidding Assistance	\$26,460	
6	Project and Quality Management	\$51,470	
7	Additional Services (Allowance)		\$35,000
Subtotal =		\$421,695	\$35,000
TOTAL TASK ORDER NO. CDM-05 (NOT-TO-EXCEED) =		\$456,695	



**Melbourne City Council
October 14, 2025
City Manager's Item Report**

Department:	Engineering
Presenter:	James Ennis
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.14.

Subject:

Work Order No. 9 to the Storm Drain Cleaning, Repairs and Maintenance contract with Shenandoah General Construction, LLC for Cured-in-Place Pipe Lining Rehabilitation.

Background/Consideration:

The Fountainhead Subdivision Stormwater Pipe Project, No 14221, identified that the stormwater conveyance system within the Fountainhead Subdivision required inspection and remediation efforts prior to resurfacing. Once these repairs are completed resurfacing will be scheduled.

Work Order No. 9 provides for the rehabilitation of approximately 874-linear feet of drainage pipes ranging in size, between 15-inches to 24-inches, within the Fountainhead Subdivision, located in the approximate area of Corbusier Drive, Chartres Avenue West, and Dijon Drive, both under the roadway and between homes, see exhibit provided. The Cured-In-Place Pipe (CIPP) rehabilitation is a cost-effective and non-intrusive method of pipe repair. The CIPP will restore the structural integrity of stormwater piping, reduce infiltration and eliminate leaking joints. This method is used in areas where major site restoration would be required if the stormwater pipe had to be replaced. The CIPP is a proven system that has been in use for more than 30 years with a 50-year design life.

The contractor will have 180 calendar days to complete this project.

Fiscal/Budget Impact:

Funding is available in the Fountainhead Subdivision Storm Pipe Budget, Project 14221.

Requested Action:

Approval of Work Order No. 9 to the Storm Drain Cleaning, Repairs and Maintenance contract with Shenandoah General Construction, LLC, Pompano Beach, FL, for Cured-in-Place Pipe Lining in the amount not to exceed \$94,772.50.

Memorandum

To: Jenni Lamb, City Manager
Thru: James Ennis, City Engineer
Marla Keehn, Management and Budget Officer
From: Patrick Cooke, Engineering Project Manager
Date: September 25, 2025
Re: Work Order No. 9 to Shenandoah General Construction, LLC for Fountainhead Subdivision Storm Pipe, Project No. 14221

As determined by pipe inspections, the existing drainage pipes within the following right of ways are in need of repair: Corbusier Drive, Chartres Avenue W and Dijon Drive.

Scope of Work

The scope of work will include cleaning and lining of various sizes of stormwater piping including Cured-In-Place Pipe (CIPP) rehabilitation. CIPP is a cost effective and non-intrusive method of pipe repair. CIPP restores the structural integrity of stormwater pipes, reduces infiltration, and eliminates leaky joints. This method is used in areas where major site restoration would be required if the stormwater pipe had to be replaced. CIPP is a proven system that has been in use for more than 30 years with a 50-year design life.

Compensation and Schedule

The cost of the repair amount is not to exceed \$94,772.50. The contractor will have 180 calendar days to complete this project.

Funding Aspects

Funding is available within the Fountainhead Subdivision Storm Pipe budget, Project 14221.

Recommendation

Recommend approval of Work Order No. 9 with Shenandoah General Construction, LLC in the amount not to exceed \$94,772.50.



Engineering Department
900 E. Strawbridge Avenue
Melbourne, FL 32901

WORK ORDER NO. 9

Project: Fountainhead Subdivision Storm Pipe

Project No: 14221

To: Shenandoah General Construction, LLC

WORK ORDER DESCRIPTION

Pipe Lining of various pipe sizes near the following streets:

Corbusier Drive Chartres Avenue West Dijon Drive

For the services under this authorization, the total compensation amount to be paid to the vendor under this work order shall not exceed \$94,772.50.

All services required by this Work Order will be completed on or before one hundred eighty (180) days after the Notice of Commencement is issued.

THIS WORK ORDER IS ACCEPTABLE TO CONTRACTOR:

Signed [Signature] Title OPERAT C/S MANAGER Date 9/26/25
Contractor

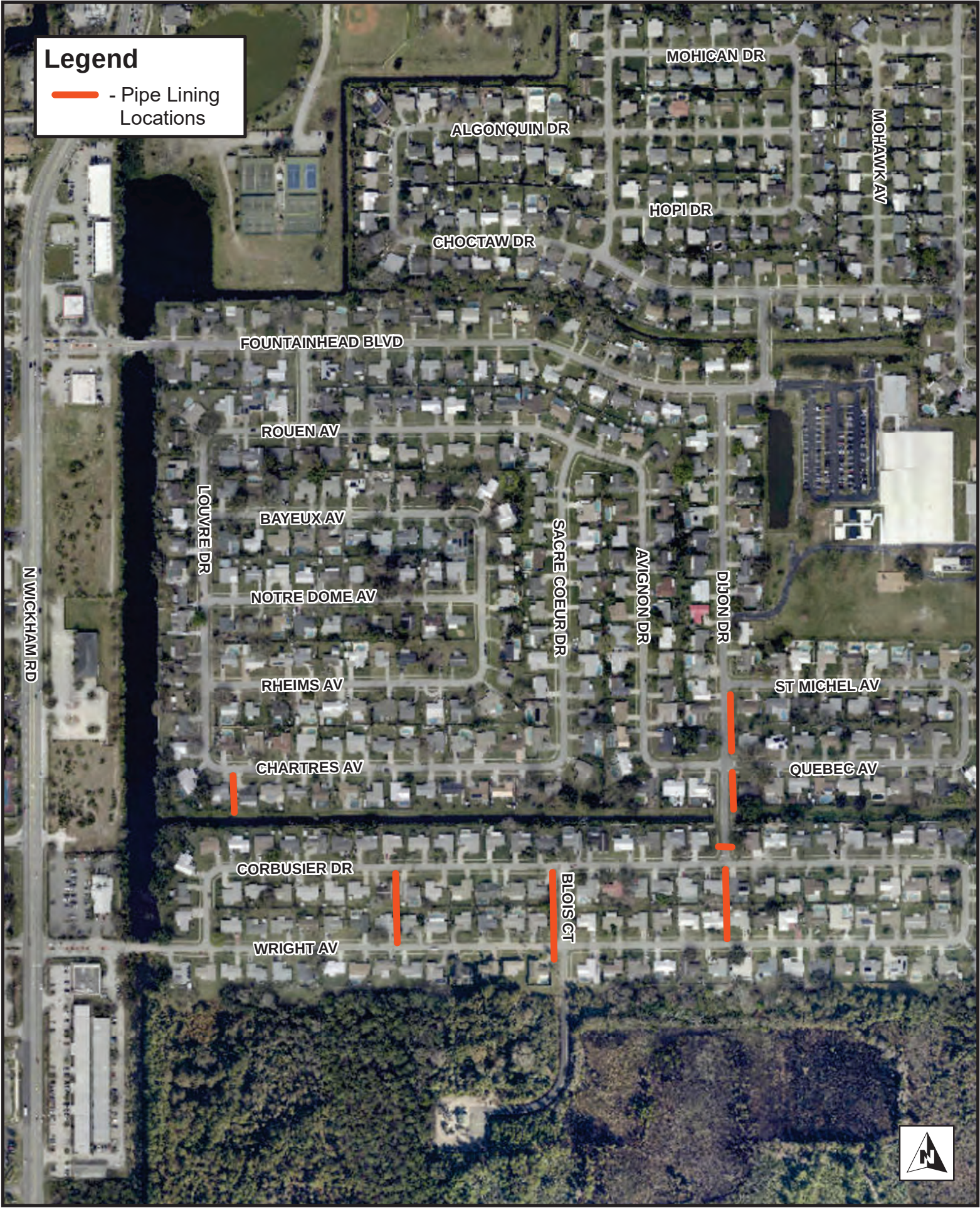
RECOMMENDED AND APPROVED, CITY OF MELBOURNE:

Signed [Signature] Title City Engineer Date 9/30/25

Signed _____ Title City Manager Date _____

Legend

 - Pipe Lining Locations





Melbourne City Council
October 14, 2025
City Manager's Item Report

Department:	City Manager's Office
Presenter:	N/A
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.

Subject:

Consent Agenda

Background/Consideration:

- a. Renewal of Group Medicare Advantage Plan, UnitedHealthcare Insurance Company, Hartford, CT - estimated annual cost \$830,394.96.
- b. Authorization to Waive Formal Bidding Requirements to Retain Construction Services for the D.B. Lee Ditch Stabilization and Piping, Project No. 33522.
- c. Purchase of polymer Praestol DW22S for the Water Production Division, George S. Coyne Chemical Co., Croydon, PA - estimated annual cost of \$120,300.
- d. Contract award for the purchase of liquid sodium hypochlorite for the Water Production Division, Allied Universal Corporation, Miami, FL - estimated annual cost of \$864,000 and estimated contract cost of \$5,184,000.
- e. Contract award for Manhole & Structures Rehabilitation for the Wastewater Collections Division, Project No. 32026, Engineered Spray Solutions, LLC, Lakeland, FL - estimated annual cost of \$1,000,000.
- f. Purchase of a Vactor 2100i Plus hydro excavator vacuum truck for the Water Distribution Division, Environmental Products Group, Inc., Deerfield Beach, FL - \$580,791.33.
- g. Purchase of scheduled replacement of 16 pursuit-rated vehicles for the Police Department (Machinery & Equipment Replacement Fund), Alan Jay Ford, Sebring, FL - \$719,840.
- h. Purchase of SolarWinds Monitoring and Observability Dashboard for the Information Technology Department, Insight Public Sector, Inc., Chandler, AZ - first year cost of \$49,167.33 and a total three-year contract cost of \$148,426.84.
- i. Purchase of NeoGov software renewal, Governmentjobs.com, Inc. DBA NeoGov, El Segundo, CA - \$92,528.53.



- j. Renewal of and First Amendment to the Lease Agreement with Brevard County for the City of Melbourne to operate the Wickham Park Community Center located at 2815 Leisure Way.
- k. Contract award for consulting services for an Information Technology Master Plan, Project No. 18424, Berry, Dunn, McNeil & Parker, LLC, Portland, ME - \$106,100.
- l. Purchase of 31 sets of Globe personal protective clothing (structural firefighting gear) for the Fire Department, Bennett Fire Products Co., Inc., Woodstock, GA - \$114,956.99.
- m. First Amendment to the Continuing Contract for Professional Traffic Signal Retiming Consulting Services, Iteris, Inc., Tampa, FL.
- n. Continuing Contract for Professional Engineering Services for Geotechnical Laboratory services, Ardaman & Associates, Cocoa, FL.
- o. Continuing Contract for Professional Engineering Services for Surveying Services, Haley Ward, Inc., Melbourne, FL.
- p. Continuing Contract for Professional Engineering Services for Surveying Services, DRMP, Inc., Merritt Island, FL.
- q. Continuing Contract for Professional Engineering Services for Site/Civil Services, DRMP, Inc., Merritt Island, FL.
- r. Continuing Contract for Professional Engineering Services for Utility Services, DRMP, Inc., Merritt Island, FL.
- s. Continuing Contract for Professional Engineering Services for Infrastructure Services, DRMP, Inc., Merritt Island, FL.
- t. Contract award for continuous services related to water, wastewater and stormwater repairs for emergency work, Hinterland Group, Inc., Riviera Beach, FL.
- u. **Resolution No. 4384:** A resolution providing for solid waste service rates as authorized by Section 48-53 of the City Code.
- v. **Resolution No. 4385:** A resolution providing for a budget amendment to the Airport Capital Improvement Fund for the Taxiway 'A' Rehabilitation Project.



Melbourne City Council
October 14, 2025
City Manager's Item Report

Department:	Human Resources
Presenter:	Kimberly Foxworth
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.a.

Subject:

Renewal of Group Medicare Advantage Plan, UnitedHealthcare Insurance Company, Hartford, CT.

Background/Consideration:

UnitedHealthcare Insurance Company (UHC) has been the Medicare Advantage provider for eligible retirees since January 2022. UHC offers two (2) plan options for retirees to choose from. Plan 1 is an HMO plan (Low) with a national passive PPO network. The second plan is a 100% coverage plan (High) with no co-pays or deductibles.

UHC has provided a renewal of the Medicare Advantage plans for 2026. Both plans have increased. The current rate for the Low plan is \$159.62 per month, with a renewal rate of \$220.54 per month. The current rate for the High plan is \$297.80 per month, with a renewal rate of \$405.30 per month.

The renewals reflect a triple hit to the financials for Medicare Advantage Plans. Less funding for diagnosis codes, less funding for separate risk scores and an increase in utilization. People are utilizing the benefits at an all-time high. Plan year 2026 is the final year of the diagnosis code consolidation plan and accounts for an overall reduction in funding of \$40.00 per member per month.

The impact of separate risk scores for Medicare Advantage Plans creates an overall reduction in revenue of approximately \$50.00 per member per month.

The Medicare Advantage/Prescription Drug Plan industry has seen an increase in overall utilization trends which are driving the premium increases and medical/pharmacy spend.

Unless there are significant changes at the federal level, it is anticipated the 2027 Medicare Advantage Plan renewals will level off.

2026 plan year benefits UHC is offering to its members:

- Telephonic Nurse Support and Leveraging Telephonic Providers - UnitedHealthcare is evaluating the programs and services offered to members for 2025 and is evolving telephonic nurse support. With the increase in adoption of virtual visits post pandemic, the intent is to begin to leverage contracted providers, such as Teladoc, to provide members with 24/7 access to a medical provider. These providers can diagnose, treat and even prescribe



medication when needed. Members can choose to have either a virtual or telephonic experience and will have access to this at \$0.

- UnitedHealthcare Healthy at Home - Designed to help members transition back home after an inpatient admission or a convalescent stay, this unique post-discharge support program delivers needed support, care, and measurable results to the members.
- House Calls - This service gives eligible members a no-cost, yearly in-home health and wellness visit with a UnitedHealthcare licensed health care provider.
- Let's Move by UnitedHealthcare - A wellness program coordinated and designed to integrate self-service, virtual and in-person wellness programming focused on nutrition, physical activity, mental health, social well-being, financial wellness and more.
- Fitness Benefit - Provides a free gym membership.
- Member Rewards and Incentives - Motivates members to take action by rewarding the achievement of certain milestone activities.
- Virtual and Medical Benefits - UnitedHealthcare will continue to promote Virtual Visits to improve accessibility for behavioral health specialists, following up with members after medical events such as an emergency department visit and virtual house calls when an in-person visit is not appropriate.
- Routine Dental - Provides routine dental benefits that offer a variety of services, such as cleanings, exams, x-rays and more.
- Routine Vision - Provides routine vision benefits that offer an eye exam every 12 months plus a vision hardware allowance (combined for eyeglasses and contact lenses)
- Calm Health - A self-paced digital tool that can help retirees develop skills to address emotions, sleep and mindfulness. It is also available to help individuals with other mental health resources.

Fiscal/Budget Impact:

As shown below, there are currently 199 members enrolled in the Medicare Advantage Plan.

Plan Option	Members Enrolled	Monthly Premium	Annual Premium
PPO (High)	137	\$405.30	\$666,313.20
HMO (Low)	62	\$220.54	\$164,081.76
Total Premium	199		\$830,394.96

The City pays 50% of eligible retirees' Medicare health insurance. Currently, there are 175 retirees eligible for the 50% City contribution. Employees hired after January 1, 2011 and covered spouses are not eligible for the City contribution towards this benefit. The following table presents the total estimated cost to the City.



Plan Option	Retirees Enrolled	Monthly Premium	Annual Premium	City Share (50%)
PPO (High)	122	\$405.30	\$593,359.20	\$296,679.60
HMO (Low)	53	\$220.54	\$140,263.44	\$ 70,131.72
Total Cost	175		\$733,622.64	\$366,811.32

The City's share of this cost represents an increase of \$94,598.40 over the previous year.

Requested Action:

Approval of the renewal of the Medicare Advantage Plans, UnitedHealthcare Insurance Company, Hartford, CT - estimated annual cost \$830,394.96.

The City of Melbourne – Group MAPD (PPO) Plan 2026 Renewal

Dear City of Melbourne:

Thank you for the continued opportunity to serve you and your Medicare-eligible retirees and dependents. We sincerely appreciate that you chose UnitedHealthcare as your retiree coverage partner. UnitedHealthcare remains committed to providing high-quality, cost-effective health plans and an experience for your retirees that is simple, personal, and caring.

Your existing 2025 rate is: **\$297.80(High Plan)**
 \$159.62 (Low Plan)

Our **2026 proposed rate**, based on the current plan design, is: **\$405.30 (High Plan)**
 \$220.54 (Low Plan)

This letter is your plan year 2026 renewal communication. Our contract to provide group retiree benefits will continue into 2026 without needing to be rewritten or amended.

To help ensure a smooth renewal, we have included a few helpful reminders:

- **Provide confirmation of renewal via email** back to Sheri Harmon-Butts at sheri_harmonbutts@uhc.com by **October 15, 2025** or as soon as possible.

We value your partnership and are committed to quality, service and helping your retirees lead healthier lives.

I look forward to working with you to complete your 2026 renewal.

Sincerely,

SAE Name

Strategic Account Executive

Notices

By City of Melbourne acceptance of this proposal or upon City of Melbourne first premium payment, whichever occurs first, City of Melbourne represents to UnitedHealthcare that it offers employment-based retiree coverage as that term is defined in 42 CFR 422.106(d)(5) and that it will only enroll individuals with the status of a retired participant, or spouse or dependent of a retired participant, in the group's employment-based group plan.

Summary of Changes to Medicare and the impact to your medical plan:

2026 CMS In-Network Cost Sharing Limits

In 2026, CMS has modified Maximum Out-of-Pocket (MOOP) ranges and decreased the highest limit from \$9,350 to \$9,250 and continues to classify Maximum Out-of-Pocket (MOOP) into three categories:

- Lower- \$0 - \$4,200
- Intermediate- \$4,201 - \$6,750
- Mandatory- \$6,751- \$9,250

CMS has also adjusted service category limits within the Maximum Out-of-Pocket limits, these limits were adjusted up and have limited impact to existing plans. *If your plan is impacted by these changes your SAE will provide a benefit summary for the cost sharing limits specific to your plan.*

Changes to your 2026 Medical Plan

2026 Emergency Response System (PERS) by Lifeline Update

After thorough evaluation, we are making updates to the PERS offering for 2026. Effective December 31, 2025, we will be discontinuing the PERS benefit with Lifeline. Starting January 1, 2026, your retirees will have the option to convert to private pay and continue their services with Lifeline at a discounted rate. Alternatively, they may choose to discontinue their services, in which case Lifeline will deactivate their devices during the first week of January 2026. We believe these changes will provide greater flexibility and value to your retirees, ensuring they continue to receive the best possible support and services.

Calm Health

Your retirees' mental health is important to UnitedHealthcare. Effective 1/1/2026, Calm Health will be available to your retirees at no cost. Calm Health is a self-paced digital tool that can help your retirees develop skills to address emotions, sleep and mindfulness. In addition, Calm Health can also help recommend other mental health resources available to your retirees, such as counseling.

Current Plan Features of your Medical Plan

Your current MAPD NPPO plan includes the following additional benefits not covered by Medicare:

UnitedHealthcare Healthy at Home

Designed to help members transition back home after an inpatient admission or a convalescent stay, this unique post-discharge support program delivers needed support, care, and measurable results to the members we serve. Our market leading program UnitedHealthcare Healthy at Home, provides a combination of Meal Delivery, Transportation, and In-Home Personal Care benefits to members in an easy-to-use comprehensive program:

- Our post-discharge meal delivery benefit provides home-delivered meals for members following all inpatient or skilled nursing facility discharges. Plan referral may apply.

- Our post-discharge transportation benefit provides rides to and from medically related appointments and pharmacies for our members, up to 30-days following inpatient or skilled nursing facility discharges. Plan referral may apply.
- Our in-home personal care benefit includes in-home personal care hours post discharge. This may include grocery shopping, meal preparation, personal care, medication reminders and more.

HouseCalls

HouseCalls service gives eligible members a no cost, yearly in-home health and wellness visit with a licensed health care practitioner. It's a great opportunity for members to discuss their health care needs and get the personal attention they deserve. During the visit, the health care practitioner will confirm medical history, complete a physical exam, review medications, and answer any questions that the member may have. Certain health screenings may also be included.

Let's Move by UnitedHealthcare

A wellness program designed specifically for members of the UnitedHealthcare Group Medicare Advantage plans. At no additional cost, Let's Move includes resources, tools, interactive events and personalized support through self-service, virtual and in-person wellness programming focused on nutrition, physical activity, mental health, social well-being, financial wellness and more. In addition, Let's Move offers a self-directed tobacco cessation program to allow members to work at their own pace to make lasting, healthy lifestyle choices.

Fitness Benefit

The fitness benefit provides a gym membership at a participating location at no cost, access to wellness activities held outside of the gym, many on-demand and live virtual classes and more.

Member Rewards and Incentives

Our Rewards program motivates members to take action by rewarding the achievement of certain milestone activities. Rewards are based on characteristics shown by research to be effective at providing timely reminders to improve member engagement and help retirees make healthy lifestyle choices. Members can receive rewards for completing health-related activities, such as getting their annual physical or wellness visit or completing a UnitedHealthcare® HouseCalls visit.

Virtual Medical and Behavioral Health Visits

Virtual Medical and Behavioral Health Visits continue to be an important part of being able to provide member care safely, conveniently, and efficiently.

In 2026 and beyond, UnitedHealthcare will continue to promote Virtual Visits to improve accessibility for members. This includes greater access to behavioral health specialists, following up with members after medical events such as an emergency department visit, virtual house calls when an in-person visit is not appropriate. If desired, we can partner with you on virtual visit education and registration strategies for members.

2026 Optimal Plan Benefit Options:

We have created new optimal plan designs that are structured to incentivize members to utilize appropriate care benefits and drive high performance. You can choose from several medical and Rx plans, depending on your retirees needs. If you are interested in looking at other plan options, please let me know.

Summary of Changes to Medicare Part D plan

The landscape of the Medicare Part D benefit continues to change in 2026 due to the **Inflation Reduction Act (IRA)**. Below is a summary of what to expect in 2026:

- Changes to the liability of enrollees, sponsors, manufacturers, and CMS in the new standard Part D benefit design, specifically to account for the start of negotiated prices taking effect with respect to selected drugs for initial price applicability year 2026 under the Negotiation Program; and
- The establishment of the selected drug subsidy program. Under the selected drug subsidy program created by the IRA, Part D sponsors will receive a government subsidy for selected drugs equal to 10% of the drug's negotiated price. The selected drug subsidy applies to a covered Part D drug that would be an applicable drug with respect to the Manufacturer Discount Program but for being a selected drug during a price applicability period.

2026 CMS Cost Sharing Thresholds

In 2026, the CMS cost sharing thresholds or amounts members must pay for Part D have changed. The chart below lists the changes to the 2026 CMS cost sharing thresholds for your reference. *Please see the attached benefit summary that includes the specific Part D coverage for your plan.*

Benefit	2026	2025
Deductible	Member pays 100% of cost sharing until they reach \$615	Member pays 100% of cost sharing until they reach \$590
Initial Coverage Limit	Member pays 25% of cost sharing until they reach \$2,100 TrOOP	Member pays 25% of cost sharing until they reach \$2,000 TrOOP
Catastrophic Phase Begins	Member pays \$0 out of pocket after reaching \$2,100 TrOOP	Member pays \$0 out of pocket after reaching \$2,000 TrOOP
Maximum Copayments	2026	2025
Tier 1 Generics	\$15*	\$15*
Tier 2 Preferred Brand	\$47	\$47
Tier 3 Non-Preferred Brand	\$100	\$100
Tier 4 Specialty Drugs	\$100	\$100

*CMS permits cost sharing up to \$20. However, UHC limits member cost sharing at \$15. Requests for Tier 1 cost shares above \$15 must be approved through our exception process.

Current Plan Features of your Part D plan

Brand over Generic Approaches

To maintain an affordable and sustainable Part D benefit, we may from time to time implement “brand over generic” strategies. While new generic products coming to market are often lower in price than their brand-name equivalents, this is not always the case; sometimes they cost more. Depending on market conditions, we may choose not to add certain new generic medications to our plan formulary until the generic drug's price falls enough to become the lowest-net-cost product. In these instances, the brand-name medication will remain on the plan formulary at the same or better coverage tier for a period of time.

Authorized Generics (aka “Authorized Brand Alternatives”)

Several manufacturers have recently launched authorized generics of brand drugs. Contrary to the name, authorized generics are brand drugs. To manage Part D plan cost, we may prefer the originator brand product over the authorized generic by either covering the authorized generic at a higher tier or not adding the authorized generic to the formulary.

Biosimilars

To manage Part D plan cost, as more biosimilars are marketed, we evaluate coverage and may prefer either the originator product or the biosimilar depending upon which is the lowest cost-effective option.

Clinical Programs

Our enhanced Clinical support programs use advanced data and analytics, our approach offers retirees highly personalized support and guidance to address their health concerns.

In addition to our traditional nurse-led telephonic programs, our enriched engagement programs include:

- Resources and interventions based on retiree preferences
- Digital tools—to better support caregivers and retirees
- Advanced approaches to assess and manage chronic conditions, like diabetes and heart failure in a more robust and holistic way, including in-home visits for high-risk retirees
- Improved methods to identify and engage retirees in their health

These resources will lead to improved clinical outcomes and reduced care costs and offer retirees an improved quality of care and life.

Digital Experience

Retiree.uhc.com & United HealthCare Mobile app

UnitedHealthcare continues to invest in enhancing our Medicare and Retirement member portal and mobile app.

Group members can access the UHC member portal and UHC mobile app as soon as they receive their member id card, even before their plan start date. This early access allows members to set up their accounts immediately, including setting preferences for electronic delivery of plan materials.

Our commitment to optimizing our members’ online digital experience is ongoing. We have significant digital enhancements planned to help members manage their care and utilize their plan more effectively.

Upcoming Enhancements:

- Enrollment Status Tracker: Real-time access to enrollment status.
- Claims Experience Redesign: Improved claims experience.

Virtual Education Center

The Virtual Education Center (VEC) is an online experience that educates members about their benefits. The VEC allows members to “visit booths” associated with the benefits and programs they are interested in learning more about. Once in the virtual booth, visitors can view videos, FAQs, downloadable resources and more. The VEC is an alternative to conducting open enrollment and educational meetings in person and is accessible all year round. To learn more, visit your VEC website at <https://uhcvirtualretiree.com>

Virtual Information Center

The Virtual Information Center (VIC) is a self-service platform designed for clients to access information and materials to learn more about Medicare, how best to support your retirees, and how to do business with UnitedHealthcare.

To learn more, visit your VIC website at <https://uhcvirtualinfocenter.com/>



Melbourne City Council
October 14, 2025
City Manager's Item Report

Department:	Public Works & Utilities
Presenter:	Jennifer Spagnoli
Council District:	4
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.b.

Subject:

Authorization to waive formal bidding requirements to retain construction services for the D.B Lee Ditch Stabilization and Piping, Project No. 33522.

Background/Consideration:

This is a request for Council approval to waive formal bidding requirements to complete the installation of ditch stabilization and piping at the D.B Lee Water Reclamation Facility (WRF).

The ditch that extends through the D.B. Lee WRF site has eroded over time and is encroaching surrounding structures. The design and permitting for piping a portion of the ditch was recently completed by Infrastructure Solution Services, the engineer that also designed the Biosolids Improvements Project. The Biosolids Improvements project for D.B. Lee and Grant Street WRFs was awarded by Council to L7 Construction (L7) with a notice to proceed issued in September 2024. The original plan was to have L7 complete the ditch piping while already mobilized at the site to save money and only have one contractor at the site working. The quote from L7 was higher than the estimate, so staff requested quotes from three (3) other contractors: Quality Enterprises (QE), Cathcart Construction, and Don Luchetti Construction. Don Luchetti Construction currently has the lowest quote; however, City staff are still awaiting a quote from Cathcart Construction. If Council approves this waiver of formal bidding requirements, City staff will present its recommended award and proposed contract to Council at a future City Council meeting.

Fiscal/Budget Impact:

If Council approves the request to waive formal bidding, Project No. 33522 (D.B. Lee Ditch Stabilization and Piping) will need to be re-activated, and a budget transfer will be requested from Project No. 30099 (W&S Unappropriated Budget Savings) to Project No. 33522. The project was deactivated in April 2025 in anticipation of the work being combined with Project No. 33519, Biosolids Improvements at D.B. Lee and Grant Street WRF.

Requested Action:

Authorization to waive the formal bidding requirements to retain the services of Don Luchetti Construction, Inc., Melbourne, FL for the D.B. Lee Ditch Stabilization and Piping Project No. 33522.

Memorandum

To: Jenni Lamb, City Manager
Thru: James Ennis, City Engineer
From: Jennifer Spagnoli, Public Works & Utilities Director
Date: October 7, 2025
Re: Request to waive formal bidding requirements to retain construction services for D.B. Lee Water Reclamation Facility Ditch Stabilization Piping Project No. 33522

This is a request for Council approval to waive formal bidding requirements to complete the installation of ditch stabilization and piping at the D.B Lee Water Reclamation Facility (WRF).

Background

The ditch that extends through the D.B. Lee WRF site has eroded over time and is encroaching surrounding structures. The design and permitting for piping a portion of the ditch was recently completed by Infrastructure Solution Services, the engineer that also designed the Biosolids Improvements Project. The Biosolids Improvements project for D.B. Lee and Grant Street WRFs was awarded by Council to L7 Construction (L7) with a notice to proceed issued in September 2024. The original plan was to have L7 complete the ditch piping while already mobilized at the site to save money and only have one contractor at the site working. The quote from L7 was higher than the estimate so staff requested quotes from three other contractors: Quality Enterprises (QE), Cathcart Construction, and Don Luchetti Construction. Don Luchetti Construction currently has the lowest quote, but City staff are still awaiting a quote from Cathcart Construction. If Council approves this waiver of formal bidding requirements, City staff will present its recommended award and proposed contract to Council at a future City Council meeting.

Scope of Services

The scope of work includes installing approximately 785 LF of 66" reinforced concrete pipe (RCP), installing 184 LF 24" RCP, 2 inlets, 6" rubble rip rap, including 1,000 CY of excavation, dewatering and temporary bypass pumping, and removal and reconstruction of 250 Linear Feet asphalt roadway and restoration. The quote also includes bonds and insurance, maintenance of traffic, geotechnical, survey and record drawings.

Funding

If Council approves the request to waive formal bidding, Project No. 33522 (D.B. Lee Ditch Stabilization and Piping) will need to be re-activated and a budget transfer will be requested from Project No.30099 (W&S Unappropriated Budget Savings). The project was deactivated in April 2025 in anticipation of the work being combined with Project No. 33519 Biosolids Improvements Project.

Recommendation

Approval to waive the formal bidding requirements to retain the services of Don Luchetti Construction, Inc., Melbourne, FL for the D.B. Lee Ditch Stabilization and Piping Project.

Copy: Kacie Black, Engineering Contract Manager
Marla Keehn, Management & Budget Officer
Robin Schaffroth, Utilities Budget and Procurement Specialist



Melbourne City Council
October 14, 2025
City Manager's Item Report

Department:	Public Works & Utilities
Presenter:	Jennifer Spagnoli
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.c.

Subject:

Purchase of polymer Praestol DW22S for the Water Production Division.

Background/Consideration:

Praestol DW22S is a coagulant aid used to enhance the removal of organics from the raw water supply during the clarification process at the surface water treatment facility. Praestol DW22S is manufactured by Solenis Corporation and distributed by Coyne Chemical. Praestol DW22S was evaluated through extensive water treatment pilot studies and determined to be the best performing polymer to aid in the removal of organics from the Lake Washington raw water supply by our engineer consultant, CH2M Hill, and process equipment provider, Kruger, Inc. Praestol DW22S polymer is recognized by the Florida Department of Environmental Protection (FDEP) as the appropriate coagulant aid for the City's surface water treatment facility, and it is written into the facilities operating permit as the only approved polymer additive. The price is \$4.01 per pound for an estimated annual amount of 30,000 pounds.

Contract/Solicitation:

This is a single source purchase. A completed single source form is attached.

Fiscal/Budget Impact:

Funding is available in Account 62100533-552070 Water Production-Chemicals & Fertilizer.

Requested Action:

Approval for the purchase of polymer Praestol DW22S for the Water Production Division, George S. Coyne Chemical Co., Inc., Croydon, PA - estimated annual cost of \$120,300.

CUSTOMER #

DATE: 2025-9-10

Quotation

City of Melbourne

6055 Lake Washington Road

Melbourne, FL 32934



Order entry: (800) 523-1230 or (215) 785-3000

Fax: (215) 785-1585

ATTENTION: Catherine DelBoccio

Product Use	Product Description	Weight	Package	Qty	PRICE	UoM	Lead time	
	Praestol DW 22S KF NC (40 bags per pallet)	50 lbs	Bag		\$4.01	LB	4 weeks	10 Pallets
Dewatering Polymer	Praestol DW 25 (36 bags per pallet)	55.12 lbs	Bag		\$2.88	LB	4 weeks	10 Pallets
					Delivered price, freight included			
					Prices firm through December 2025			
Pricing is subject to change at any time without notice unless a blanket order or contract is entered into.				GEORGE S. COYNE CHEMICAL CO., INC.				
TERMS: NET 30 FUEL SURCHARGE: F.O.B. DELIVERED UNLESS OTHERWISE SPECIFIED.				Carrie Hall Chemical Application Specialist CHall@sterlingwatertech.com				



George S. Coyne Chemical Co., Inc.
 3015 State Road, Croydon, PA 19021
 Family owned and operated for more than 144 years!
www.coynechemical.com



July 1.2025

Dear Valued Customer,

We are also pleased to confirm that George S. Coyne Chemical Co., Inc. (Coyne Chemical) is the authorized and exclusive Solenis distributor in your area for water treatment chemicals including Zetag® series, Magnafloc® LT and E series (including Magnafloc E30 and E38), Magnasol® series, and Burst® series products for municipal water and wastewater applications. Coyne also has full access to the Praestol, Polystabil, and Antifoam product lines made by Solenis.

This applies to the states of Virginia, Maryland, Vermont, Connecticut, Maine, Rhode Island, New Jersey, Eastern New York, Eastern Pennsylvania, Delaware, Massachusetts, New Hampshire, Northeastern West Virginia, and Southern California within our Solenis Distributor Network. In addition, they provide the same products on a non-exclusive basis for the states of North Carolina, South Carolina, and Florida.

Coyne Chemical has the full support of Solenis technical and analytical services, and we are committed to supporting and supplying Coyne Chemical with any of your product needs within our product range. Solenis is a leading global manufacturer of water-soluble polymers and a technology leader in water and wastewater applications.

Our distributor network helps us provide these products and technologies where they can bring the greatest value to the customer. Solenis is a leading global manufacturer of water treatment chemicals and a technology leader in water and wastewater applications. Solenis has production facilities in Suffolk, Virginia; Greensboro, NC; Bradford, England; Kwinana, Australia and Nanjing, China. Our distribution network helps us provide these products and technologies where they can bring the greatest value

Sincerely,

Daniel M. McGuire
East Region Territory Manager

Solenis LLC
Clifton Park NY 12065

Mobile: +1 708-557-8069
dmcquire@solenis.com

[Twitter](#) | [LinkedIn](#) | solenis.com

Solenis is a 2021 US Best Managed Company.

SOLE/SINGLE SOURCE REQUEST FORM

DATE:	September 12, 2025
TO:	Gregory Bunn, Procurement Manager
THRU:	Jennifer Spagnoli, Public Works & Utilities Director
FROM:	David Phares, Water Production Superintendent
Product/Service Description:	Praestol DW22S dry polymer

PART I

CHECK ONE: ☐ FIRST APPLICATION ☒ RENEWAL

SOLE SOURCE ☐ SINGLE SOURCE ☐ SOLE BRAND ☐ STANDARDIZATION ☐

It is the policy of the City of Melbourne to consistently purchase goods and services using full and open competition. The taxpayers in Melbourne are best served when we make sound business decisions based on competitive bids or proposals. Early acquisition planning that includes the Procurement Division can help to avoid delays and to facilitate effective market research. However, there may be instances when other than full and open competition may be justified. When a user department(s) determines that other than full and open competition is necessary or in the best interest of City of Melbourne, appropriate justification for that course of action must be submitted to the Procurement Division for approval in order to waive the competitive procurement process.

REQUEST FOR: ☒ SOLE SOURCE* ☐ SOLE BRAND*
 ☒ SINGLE SOURCE* ☐ STANDARDIZATION*
 (More than one box above may be checked)

***SOLE SOURCE (use for single purchases only)**

The supply of a product or service so uniquely* qualified that it is only available from a solitary source.

***SINGLE SOURCE (use for single purchases only)**

The supply of a product or service which may be available from multiple sources, but a specific vendor is uniquely* qualified and meets the users' requirements.

***SOLE BRAND (use for single purchases only)**

This is a specified service or product that has unique specifications to successfully meet the needs of the department and no alternate brands are acceptable.

***STANDARDIZATION (used for multiple purchases and can be combined with the above; i.e. Standardization/Sole Source, Standardization/Sole Brand, Standardization/Sole Source/Sole Brand, etc.)**

This is the procedure of maintaining methods and equipment as constant as possible because of measurable benefits to the department and/or agency. Competition among distributors of a standardized brand will be attained if possible.

DEFINITION OF UNIQUELY*:

1. Being the only one of its kind
2. Without an equal or equivalent; unparalleled
3. Unusual; extraordinary
4. Characteristic of a particular category, condition, or locality

Order must be placed by:		Product/Service needed by:	10/30/2025
Proposed Vendor:	George S. Coyne Chemical Co. Inc./Sterling Water Technologies, LLC		
Address:	3015 State Road, Croydon PA 19021		
Brand:	Solenis	Product #:	Praestol DW22S
Estimated Cost of Purchase:	\$120,300	Account to be charged:	62100533-552070

PART II QUESTIONNAIRE

ALL QUESTIONS MUST BE ANSWERED

(ATTACH DOCUMENTATION TO SUPPORT THE FOLLOWING ANSWERS)

Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities and compatibility.

Describe what steps have been undertaken to make this determination:

Praestol DW22S, formally named Magnafloc LT22S, was evaluated through extensive water treatment pilot studies and determined to be the best performing polymer to aid in the removal of organics from the Lake Washington raw water supply by our engineer consultant. Praestol DW22S is recognized by the Florida Department of Environmental Protection as the appropriate coagulant aid for the City's surface water treatment facility and it is written into the facilities operating permit as the only approved polymer additive.

Explain why this service provider, supplier, or manufacturer is the unique available source from which to obtain this product or service and describe the efforts that were made to verify and confirm whether or not this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributors of exclusive distributorships for the product or service if that is cited as a reason):

Praestol DW22S is manufactured by Solenis and distributed solely by Coyne Chemical Company/Sterling Water Technologies. A sole source letter from the manufacturer has been included with this packet.

Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one? If so, Estimated Annual Expenditure: \$

N/A

Please describe your market research and the results thereof. This should include a description of other similar sources or products available in the market, if any, and why they are not acceptable.

See paragraph 1.

Explain the consequence(s), including a dollar estimate of the financial impact, if this item is not approved for the determination above:

N/A

I certify that the above statements are true and correct, to the best of my knowledge. I also certify that prices obtained are fair and reasonable. I also certify that neither I, nor my family members, will gain or receive any additional benefit because I have recommended that this acquisition be obtained solely from a designated vendor or contractor.

Requested by (print):

David Phares

Dept. Head Signature:

Jennifer Spagnoli

Date: SEP 12 2025

Date: 9/12/25

DO NOT WRITE BELOW THIS LINE

FOR PROCUREMENT DIVISION USE ONLY

Reviewed by: _____ (print name)

COMMENTS:

Procurement & Contracts Manager Signature

Date

APPROVAL AUTHORITY: In accordance with City of Melbourne Procurement Division procedures it is requested that you review that information contained herein and make your recommendation to begin/continue the above requested procurement. A review of this recommendation, if a Standardization, will be made on an annual basis in June following the approval date.

APPROVED:

Purchasing Manager

Date

7129125

ORIGINAL/PROCUREMENT COPY/DIVISION COPY

THIS REQUEST IS NOT VALID UNTIL THE DIVISION HAS RECEIVED AN APPROVED COPY

		Page: 1
SAFETY DATA SHEET		Revision Date: 08/29/2022
		Print Date: 10/03/2022
		SDS Number: 000000274578
Praestol™ DW22S KF-NC FLOCCULANT ™ Trademark, Solenis or its subsidiaries or affiliates, registered in various countries 8868191		Version: 2.0

SECTION 1. IDENTIFICATION

Product identifier

Trade name : **Praestol™ DW22S KF-NC FLOCCULANT**
 ™ Trademark, Solenis or its subsidiaries or affiliates,
 registered in various countries

Product and Technical Support Supplied by:



GEORGE S. COYNE CHEMICAL CO., INC.
 3015 STATE ROAD
 CROYDON, PA 19021

Order Entry: 800-523-1230 or orders@coynechemical.com

Recommended use of the chemical and restrictions on use

Use of the Substance/Mixture : Flocculating agent

Details of the supplier of the safety data sheet Solenis LLC 500 Hercules Road Wilmington, Delaware 19808 United States of America (USA) EHSProductSafetyTeam@solenis.com	Emergency telephone number 1-844-SOLENIS (844-765-3647) Product Information Contact your local Solenis representative
---	--

SECTION 2. HAZARDS IDENTIFICATION

GHS classification in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200)

This material is not considered hazardous under the OSHA Hazard Communication Standard (HazCom 2012).

GHS label elements

This material is not considered hazardous under the OSHA Hazard Communication Standard (HazCom 2012).

Other hazards

Material can create slippery conditions.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Components

Chemical name	CAS-No.	Classification	Concentration (%)
AMIDE	Trade Secret	Not a hazardous substance or mixture according to the Globally Harmonised	>= 5 - < 10

	Page: 2
SAFETY DATA SHEET	Revision Date: 08/29/2022
	Print Date: 10/03/2022
Praesto TM DW22S KF-NC FLOCCULANT TM Trademark, Solenis or its subsidiaries or affiliates, registered in various countries 8868191	SDS Number: 000000274578
	Version: 2.0

		System (GHS).	
ORGANIC ACID	Trade Secret	Eye Irrit. 2A; H319 STOT SE 3; H335	>= 1.5 - < 5

Actual concentration is withheld as a trade secret

SECTION 4. FIRST AID MEASURES

General advice	: No hazards which require special first aid measures.
If inhaled	: If breathed in, move person into fresh air. If unconscious, place in recovery position and seek medical advice. If symptoms persist, call a physician.
In case of skin contact	: First aid is not normally required. However, it is recommended that exposed areas be cleaned by washing with soap and water.
In case of eye contact	: Remove contact lenses. Protect unharmed eye.
If swallowed	: Do not give milk or alcoholic beverages. Never give anything by mouth to an unconscious person. If symptoms persist, call a physician.
Most important symptoms and effects, both acute and delayed	: Signs and symptoms of exposure to this material through breathing, swallowing, and/or passage of the material through the skin may include: stomach or intestinal upset (nausea, vomiting, diarrhea) irritation (nose, throat, airways)
Notes to physician	: No hazards which require special first aid measures.

SECTION 5. FIREFIGHTING MEASURES

Suitable extinguishing media	: Use extinguishing measures that are appropriate to local circumstances and the surrounding environment. Water spray Foam
Specific hazards during firefighting	: Do not allow run-off from fire fighting to enter drains or water courses.
Hazardous combustion products	: Carbon monoxide Carbon dioxide (CO ₂) Nitrogen oxides (NO _x) acid vapors

	Page: 3
SAFETY DATA SHEET	Revision Date: 08/29/2022
	Print Date: 10/03/2022
	SDS Number: 000000274578
Praesto [™] DW22S KF-NC FLOCCULANT [™] Trademark, Solenis or its subsidiaries or affiliates, registered in various countries 8868191	Version: 2.0

Ammonia

- Specific extinguishing methods : Product is compatible with standard fire-fighting agents.
- Further information : Material can create slippery conditions.
Water may cause extremely slippery conditions.
Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.
- Special protective equipment for firefighters : In the event of fire, wear self-contained breathing apparatus.

SECTION 6. ACCIDENTAL RELEASE MEASURES

- Personal precautions, protective equipment and emergency procedures : Material can create slippery conditions.
Avoid dust formation.
Avoid breathing dust.
Persons not wearing protective equipment should be excluded from area of spill until clean-up has been completed.
Comply with all applicable federal, state, and local regulations.
- Environmental precautions : Prevent product from entering drains.
Prevent further leakage or spillage if safe to do so.
If the product contaminates rivers and lakes or drains inform respective authorities.
- Methods and materials for containment and cleaning up : For small spills, quickly contain and remove the spilled material using absorbent pads, socks, kitty litter, sawdust etc, then appropriately dispose. Do not leave absorbents to sit overnight, as they will become hard and difficult to remove.
The remaining residue or film can be treated with dilute caustic (2%) or dilute liquid bleach (2–5%), allowed to soak for up to one hour, and clean with warm water (between 49C – 54C (120F – 130 F)) or flushed to a sewer using high volumes of water taking into account local guidelines.
Pick up and arrange disposal without creating dust.
Keep in suitable, closed containers for disposal.

SECTION 7. HANDLING AND STORAGE

- Advice on protection against fire and explosion : Take measures to prevent the build up of electrostatic charge.
Provide appropriate exhaust ventilation at places where dust is formed.
- Advice on safe handling : Avoid spillage on floor as the product can become very slippery.
Avoid dust formation.
Smoking, eating and drinking should be prohibited in the application area.

	Page: 4
SAFETY DATA SHEET	Revision Date: 08/29/2022
	Print Date: 10/03/2022
	SDS Number: 000000274578
Praesto TM DW22S KF-NC FLOCCULANT TM Trademark, Solenis or its subsidiaries or affiliates, registered in various countries 8868191	Version: 2.0

For personal protection see section 8.

- Conditions for safe storage : Containers which are opened must be carefully resealed and kept upright to prevent leakage.
Electrical installations / working materials must comply with the technological safety standards.
- Materials to avoid : No materials to be especially mentioned.
- Further information on storage stability : No decomposition if stored and applied as directed.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

Components	CAS-No.	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
AMIDE	Trade Secret	TWA	10 mg/m ³	US WEEL

- Engineering measures** : Provide appropriate exhaust ventilation at places where dust is formed.
General room ventilation should be adequate for normal conditions of use. However, if unusual operating conditions exist, provide sufficient mechanical (general and/or local exhaust) ventilation to maintain exposure below exposure guidelines (if applicable) or below levels that cause known, suspected or apparent adverse effects.

Personal protective equipment

- Respiratory protection : No personal respiratory protective equipment normally required.
- Eye protection : Safety glasses
- Skin and body protection : Wear as appropriate:
Safety shoes
Wear resistant gloves (consult your safety equipment supplier).
- Hygiene measures : Avoid breathing dust.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

- Appearance : granular

		Page: 5
SAFETY DATA SHEET		Revision Date: 08/29/2022
		Print Date: 10/03/2022
		SDS Number: 000000274578
Praesto [™] DW22S KF-NC FLOCCULANT [™] Trademark, Solenis or its subsidiaries or affiliates, registered in various countries 8868191		Version: 2.0

Colour	:	white, light yellow
Odour	:	No data available
Odour Threshold	:	No data available
pH	:	No data available
Melting point/freezing point	:	No data available
Boiling point/boiling range	:	No data available
Flash point	:	No data available
Evaporation rate	:	No data available
Flammability (solid, gas)	:	No data available
		Not combustible Dust
Self-ignition	:	No data available
Upper explosion limit / Upper flammability limit	:	No data available
Lower explosion limit / Lower flammability limit	:	No data available
Vapour pressure	:	No data available
Relative vapour density	:	No data available
Relative density	:	No data available
Density	:	No data available
Bulk density	:	500 kg/m ³
Solubility(ies)		
Water solubility	:	No data available
Solubility in other solvents	:	No data available
Partition coefficient: n-octanol/water	:	No data available
Decomposition temperature	:	No data available
Viscosity		
Viscosity, dynamic	:	No data available

		Page: 6
SAFETY DATA SHEET		Revision Date: 08/29/2022
		Print Date: 10/03/2022
		SDS Number: 000000274578
Praesto TM DW22S KF-NC FLOCCULANT TM Trademark, Solenis or its subsidiaries or affiliates, registered in various countries 8868191		Version: 2.0

Viscosity, kinematic : No data available

Oxidizing properties : No data available

SECTION 10. STABILITY AND REACTIVITY

Reactivity : No decomposition if stored and applied as directed.

Chemical stability : Stable under recommended storage conditions.

Possibility of hazardous reactions : Product will not undergo hazardous polymerization.

Conditions to avoid : Heat, flames and sparks.

Keep away from heat, flame, sparks and other ignition sources.

Incompatible materials : Acids
Chlorine
Metals
nitrates
Strong bases
Strong oxidizing agents
strong reducing agents

Hazardous decomposition products : Carbon monoxide
Carbon dioxide (CO₂)
Nitrogen oxides (NO_x)
acid vapors
Ammonia

SECTION 11. TOXICOLOGICAL INFORMATION

Acute toxicity

Not classified based on available information.

Components:

ORGANIC ACID:

Acute oral toxicity : LD50 (Rat): 3 g/kg

Skin corrosion/irritation

Not classified based on available information.

Components:

AMIDE:

		Page: 7
SAFETY DATA SHEET		Revision Date: 08/29/2022
		Print Date: 10/03/2022
		SDS Number: 000000274578
Praesto TM DW22S KF-NC FLOCCULANT TM Trademark, Solenis or its subsidiaries or affiliates, registered in various countries 8868191		Version: 2.0

Result : Not irritating to skin

ORGANIC ACID:

Result : Slightly irritating to skin

Serious eye damage/eye irritation

Not classified based on available information.

Product:

Remarks : Unlikely to cause eye irritation or injury.
Product dust may be irritating to eyes, skin and respiratory system.

Components:

AMIDE:

Result : Not irritating to eyes

ORGANIC ACID:

Result : Severely irritating to eyes

Respiratory or skin sensitisation

Skin sensitisation

Not classified based on available information.

Respiratory sensitisation

Not classified based on available information.

Germ cell mutagenicity

Not classified based on available information.

Components:

AMIDE:

Genotoxicity in vitro : Test Type: Ames test
Result: negative

Carcinogenicity

Not classified based on available information.

IARC No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

OSHA No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

	Page: 8
SAFETY DATA SHEET	Revision Date: 08/29/2022
	Print Date: 10/03/2022
	SDS Number: 000000274578
Praesto TM DW22S KF-NC FLOCCULANT TM Trademark, Solenis or its subsidiaries or affiliates, registered in various countries 8868191	Version: 2.0

Reproductive toxicity

Not classified based on available information.

STOT - single exposure

Not classified based on available information.

Components:

ORGANIC ACID:

Assessment : May cause respiratory irritation.

STOT - repeated exposure

Not classified based on available information.

Aspiration toxicity

Not classified based on available information.

Further information

Product:

Remarks : No data available

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

Product:

Ecotoxicology Assessment

Acute aquatic toxicity : Acute aquatic toxicity Category 2; Toxic to aquatic life.

Chronic aquatic toxicity : Not classified based on available information.

Components:

AMIDE:

Toxicity to fish : LC50 (Leuciscus idus (Golden orfe)): > 6,810 mg/l
Exposure time: 96 h

LC50 (Poecilia reticulata (guppy)): 17,500 mg/l
Exposure time: 96 h

Toxicity to daphnia and other aquatic invertebrates : EC50 (Daphnia magna (Water flea)): 3,910 mg/l
Exposure time: 48 h
Method: Static

ORGANIC ACID:

Toxicity to fish : LC50 (Carassius auratus (goldfish)): 440 - 706 mg/l
Exposure time: 96 h

		Page: 9
SAFETY DATA SHEET		Revision Date: 08/29/2022
		Print Date: 10/03/2022
		SDS Number: 000000274578
Praesto TM DW22S KF-NC FLOCCULANT TM Trademark, Solenis or its subsidiaries or affiliates, registered in various countries 8868191		Version: 2.0

Persistence and degradability

Components:

AMIDE:

Biodegradability : Remarks: Expected to be ultimately biodegradable

Bioaccumulative potential

Components:

AMIDE:

Bioaccumulation : Species: Green algae (Chlorella fusca vacuolata)
 Bioconcentration factor (BCF): 11,700
 Exposure time: 24 h
 Concentration: 0.05 mg/l
 Method: Static

Partition coefficient: n-octanol/water : log Pow: -2.11

Mobility in soil

No data available

Other adverse effects

Product:

Additional ecological information : An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.
 Toxic to aquatic life.

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

Waste from residues : The product should not be allowed to enter drains, water courses or the soil.
 Dispose of in accordance with all applicable local, state and federal regulations.

Contaminated packaging : Empty remaining contents.
 Dispose of as unused product.
 Empty containers should be taken to an approved waste handling site for recycling or disposal.

SECTION 14. TRANSPORT INFORMATION

International Regulations

		Page: 10
SAFETY DATA SHEET		Revision Date: 08/29/2022
		Print Date: 10/03/2022
		SDS Number: 000000274578
Praesto™ DW22S KF-NC FLOCCULANT ™ Trademark, Solenis or its subsidiaries or affiliates, registered in various countries 8868191		Version: 2.0

IATA-DGR

Not regulated as a dangerous good

IMDG-Code

Not regulated as a dangerous good

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable for product as supplied.

National Regulations

49 CFR

Not regulated as a dangerous good

Special precautions for user

The transport classification(s) provided herein are for informational purposes only, and solely based upon the properties of the unpackaged material as it is described within this Safety Data Sheet. Transportation classifications may vary by mode of transportation, package sizes, and variations in regional or country regulations.

SECTION 15. REGULATORY INFORMATION

EPCRA - Emergency Planning and Community Right-to-Know Act

SARA 302 Extremely Hazardous Substances Threshold Planning Quantity

This material does not contain any components with a section 302 EHS TPQ.

SARA 311/312 Hazards : Combustible Dust

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

California Prop. 65

Proposition 65 warnings are not required for this product based on the results of a risk assessment performed on the product as delivered and when used as intended.

The components of this product are reported in the following inventories:

TCSI : On the inventory, or in compliance with the inventory

TSCA : All substances listed as active on the TSCA inventory

AICS : On the inventory, or in compliance with the inventory

DSL : All components of this product are on the Canadian DSL

ENCS : On the inventory, or in compliance with the inventory

KECI : On the inventory, or in compliance with the inventory

PICCS : On the inventory, or in compliance with the inventory

	Page: 11
SAFETY DATA SHEET	Revision Date: 08/29/2022
	Print Date: 10/03/2022
	SDS Number: 000000274578
Praesto TM DW22S KF-NC FLOCCULANT TM Trademark, Solenis or its subsidiaries or affiliates, registered in various countries 8868191	Version: 2.0

IECSC : On the inventory, or in compliance with the inventory

TSCA list

No substances are subject to a Significant New Use Rule.

No substances are subject to TSCA 12(b) export notification requirements.

SECTION 16. OTHER INFORMATION

Further information

Revision Date : 08/29/2022

Full text of H-Statements

H319 : Causes serious eye irritation.
 H335 : May cause respiratory irritation.

Full text of other abbreviations

Eye Irrit. : Eye irritation
 STOT SE : Specific target organ toxicity - single exposure
 US WEEL : USA. Workplace Environmental Exposure Levels (WEEL)
 US WEEL / TWA : 8-hr TWA

AIIC - Australian Inventory of Industrial Chemicals; ASTM - American Society for the Testing of Materials; bw - Body weight; CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act; CMR - Carcinogen, Mutagen or Reproductive Toxicant; DIN - Standard of the German Institute for Standardisation; DOT - Department of Transportation; DSL - Domestic Substances List (Canada); ECx - Concentration associated with x% response; EHS - Extremely Hazardous Substance; ELx - Loading rate associated with x% response; EmS - Emergency Schedule; ENCS - Existing and New Chemical Substances (Japan); ErCx - Concentration associated with x% growth rate response; ERG - Emergency Response Guide; GHS - Globally Harmonized System; GLP - Good Laboratory Practice; HMIS - Hazardous Materials Identification System; IARC - International Agency for Research on Cancer; IATA - International Air Transport Association; IBC - International Code for the Construction and Equipment of Ships carrying Dangerous Chemicals in Bulk; IC50 - Half maximal inhibitory concentration; ICAO - International Civil Aviation Organization; IECSC - Inventory of Existing Chemical Substances in China; IMDG - International Maritime Dangerous Goods; IMO - International Maritime Organization; ISHL - Industrial Safety and Health Law (Japan); ISO - International Organisation for Standardization; KECI - Korea Existing Chemicals Inventory; LC50 - Lethal Concentration to 50 % of a test population; LD50 - Lethal Dose to 50% of a test population (Median Lethal Dose); MARPOL - International Convention for the Prevention of Pollution from Ships; MSHA - Mine Safety and Health Administration; n.o.s. - Not Otherwise Specified; NFPA - National Fire Protection Association; NO(A)EC - No Observed (Adverse) Effect Concentration; NO(A)EL - No Observed (Adverse) Effect Level; NOELR - No Observable Effect Loading Rate; NTP - National Toxicology Program; NZIoC - New Zealand Inventory of Chemicals; OECD - Organization for Economic Co-operation and Development; OPPTS - Office of Chemical Safety and Pollution Prevention; PBT - Persistent, Bioaccumulative and Toxic substance; PICCS - Philippines Inventory of Chemicals and Chemical Substances; (Q)SAR - (Quantitative) Structure Activity Relationship; RCRA - Resource Conservation and Recovery Act; REACH - Regulation

		Page: 12
SAFETY DATA SHEET		Revision Date: 08/29/2022
		Print Date: 10/03/2022
		SDS Number: 000000274578
Praestol™ DW22S KF-NC FLOCCULANT ™ Trademark, Solenis or its subsidiaries or affiliates, registered in various countries 8868191		Version: 2.0

(EC) No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals; RQ - Reportable Quantity; SADT - Self-Accelerating Decomposition Temperature; SARA - Superfund Amendments and Reauthorization Act; SDS - Safety Data Sheet; TCSI - Taiwan Chemical Substance Inventory; TECI - Thailand Existing Chemicals Inventory; TSCA - Toxic Substances Control Act (United States); UN - United Nations; UNRTDG - United Nations Recommendations on the Transport of Dangerous Goods; vPvB - Very Persistent and Very Bioaccumulative

Sources of key data used to compile the Safety Data Sheet

Key literature references and sources of data

SOLENIS Internal data

SOLENIS internal data including own and sponsored test reports

The UNECE administers regional agreements implementing harmonised classification for labelling (GHS) and transport.

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text. This SDS has been prepared by the Solenis Environmental Health and Safety Department.

US / EN



Melbourne City Council
October 14, 2025
City Manager's Item Report

Department:	Public Works & Utilities
Presenter:	Jennifer Spagnoli
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.d.

Subject:

Contract award for the purchase of liquid sodium hypochlorite for the Water Production Division, Allied Universal Corporation, Miami, FL.

Background/Consideration:

The Florida Department of Environmental Protection (FDEP) requires that the City maintain a minimum chlorine residual in the water distribution system. To maintain the optimal chlorine residual range, sodium hypochlorite is injected into the water at the surface water plant just before the point of entry to the distribution system. It is also fed at four (4) additional booster stations throughout the City. The expected annual quantity is 500,000 gallons; 425,000 gallons for the surface water plant and 75,000 gallons for the booster stations at a unit cost of \$1.71 per gallon and \$1.83 per gallon, respectively. The total annual cost of the sodium hypochlorite for both the surface water plant and the booster stations is \$864,000, with a total contract cost of \$5,184,000.

The contract commences on November 6, 2025, subject to effective date, and expires on November 5, 2026. The contract is renewable for up to five (5) 12-month additional terms.

Contract/Solicitation:

This contract was solicited using bid number ITB-B25024C-0-2025/CM. This contract expires on November 5, 2026, and has five, 12-month renewals available.

SOLICITATION INFORMATION:			
Issue Date:	8/11/2025	# of Solicitations Views:	11
Legal Ad Date:	8/11/2025	Pre-Bid/Pre-Proposal Date:	N/A
Open Date:	9/23/2025	# of Responses:	4

Fiscal/Budget Impact:

Funding is available in account 62100533-552070 (Water Production-Chemicals & Fertilizer).



Requested Action:

Approval of a contract award for the purchase of liquid sodium hypochlorite for the Water Production Division, Allied Universal Corporation, Miami, FL - estimated annual cost of \$864,000, and estimated contract cost of \$5,184,000.

FINAL BID TABULATION SHEET

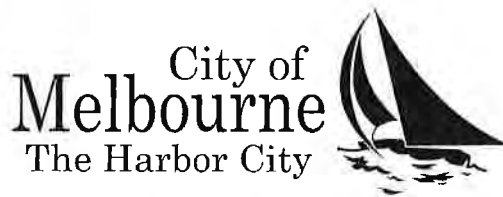
Title: Liquid Sodium Hypochlorite
Bid #: ITB-B25024C-0-2025/CM
Due Date: September 23, 2025 by 3:00 PM



Procurement Division

BIDDERS:				Allied Universal Corporation		Odyssey Manufacturing Company		Univar Solutions USA LLC		Brenntag Mid-South	
Local Preference (LP) COMPL/BCLP:											
ITEM	DESCRIPTION	YR. ANNUAL QT	UOM	Unit Price	Estimated Annual Cost	Unit Price	Estimated Annual Cost	Unit Price	Estimated Annual Cost	Unit Price	Estimated Annual Cost
1	Bulk Deliveries: Liquid Sodium Hypochlorite (NaOCl) per specifications	425,000	Gallons	\$ 1.71	\$ 726,750.00	\$ 1.80	\$ 765,000.00	No Bid	No Bid	No Bid	No Bid
2	Small Truck/Tote Deliveries: Liquid Sodium Hypochlorite (NaOCl) per specifications	75,000	Gallons	\$ 1.83	\$ 137,250.00	\$ 2.00	\$ 150,000.00	\$ 2.60	\$ 195,000.00	No Bid	No Bid
Total Estimated Annual Cost for items 1-2				\$864,000.00		\$915,000.00		\$195,000.00		No Bid	

NOTE: UNIT PRICE WILL PREVAIL IN CASE OF DISCREPANCY BETWEEN UNIT AND TOTAL PRICE



Procurement Division • 900 E. Strawbridge Avenue • Melbourne, Florida 32901 • (321) 608-7062 • Fax (321) 608-7070

PURCHASE AGREEMENT FOR GOODS
Liquid Sodium Hypochlorite

This **PURCHASE AGREEMENT FOR GOODS – Liquid Sodium Hypochlorite** (this “Contract”) is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY**, and Allied Universal Corporation, a Florida Profit Corporation, whose mailing address is 3901 NW 115th Avenue, Miami, Florida 33178 hereinafter referred to as the **VENDOR**.

CITY PROCUREMENT CONTACT:	CITY DEPARTMENT CONTACT:	VENDOR CONTACT:
Procurement Division Katie Milbocker, Senior Buyer 900 E. Strawbridge Ave Melbourne, FL 32901 Christina.Milbocker@mlbfl.org P: 321-608-7066	Water Production David Phares, Superintendent 6055 Lake Washington Road Melbourne, FL 32934 David.Phares@mlbfl.org P: 321-288-0849	Allied Universal Corporation Cristhianne Munguia, Bid Coordinator 3901 NW 115 th Avenue Miami, FL 33178 Bids@allieduniversal.com P: 305-888-2623

This Contract consists of the following documents: (Mark “X” where applicable)

- ☒ Exhibit A: Standard Terms and Conditions of Purchase Agreement - Goods (Std Version 2/7/2024)
 - ☒ Exhibit A1. Product Description/Specifications
 - ☒ Exhibit A2. Performance Standards/Quality Requirements
 - ☐ Exhibit A3. Maintenance Agreement
 - ☒ Exhibit A4. Pricing Schedule
- ☒ Exhibit B: Supplemental Provisions
- ☐ Exhibit C: Federal Compliance Provisions
- Exhibit D: Bid Specifications
 - ☒ Exhibit D1: Invitation to Bid # ITB- B25024C-0-2025/CM, as modified by addenda (the “ITB”)
 - ☐ Exhibit D2: Request for Proposal # RFP _____, as modified by addenda (the “RFP”)
 - ☒ Exhibit D3: VENDOR’s Responsive Bid dated September 23, 2025, but only to the extent responsive to CITY’s ITB or RFP, as the case may be (the “Bid”)

CITY may purchase and VENDOR shall sell the Goods as described in Exhibit A1 at prices specified in Exhibit A4, in accordance with the terms and conditions of this Contract and the documents marked above as Exhibits, all incorporated herein by reference. This Contract commences on **November 6, 2025** (the “Commencement Date”), subject to the Effective Date. This Contract expires on **November 5, 2026** (the “Expiration Date”) and ☐ is not renewable ☒ is renewable for up to five (5) 12-month additional terms.

CITY:

CITY OF MELBOURNE,
a Florida Municipal Corporation

Jenni Lamb, City Manager _____ Date _____

ATTEST: _____
Kevin McKeown, City Clerk

VENDOR:

ALLIED UNIVERSAL CORPORATION,
a Florida Profit Corporation

Signature _____ Date 10/1/25

Name: Tom Palun

Title: President / CEO

City Use Only Initial Method of Procurement (mark): ☐ ITB # _____ ☐ RFP # _____ ☐ Exception: _____	Commencement Date: <u>11/6/2025**</u> ** Note: But effective no earlier than last of the parties to execute Expiration Date: <u>11/5/2026</u> Renewal: ☐ No ☒ Yes: <u>5-12 month terms</u> ☐ Not Applicable Council Approval Date: _____
--	--

EXHIBIT A
STANDARD TERMS AND CONDITIONS OF PURCHASE AGREEMENT - GOODS

1. DEFINITIONS

- A. "Goods" means the goods which VENDOR is to provide to CITY as set forth on Exhibit A1. Custom Goods are Goods manufactured to CITY's specifications solely for CITY and offered or sold to no other customer. Any Goods which are custom made for CITY shall be indicated by an asterisk (*) on Exhibit A1.
- B. "Purchase Order" is CITY's document setting forth specific line item for Goods ordered and Order information.
- C. "Order" means CITY's authorization to ship in accordance with the CITY's Purchase Order, and authorizing VENDOR to ship a definite quantity of Goods as requested by the CITY.
- D. "Commencement Date" and "Expiration Date" are defined as set forth on the first page of this Contract.

2. TERM OF AGREEMENT

The term of this Contract shall begin on the Effective Date, and continue to the Expiration Date. The Effective Date shall be the date of the last of the parties to sign the Contract or the Commencement Date, whichever date shall occur later. If this Contract is renewable, it shall only be renewed at CITY's sole discretion.

3. PRICING

- A. Prices set forth on Exhibit A4 shall remain fixed for the duration of this Contract except as provided herein. Prices shall include transportation and delivery charges, prepaid by VENDOR to the destination specified in this Contract. The parties agree that 1% of the total payment to VENDOR is the specific consideration from the CITY to VENDOR for VENDOR's indemnity agreement.
- B. The price charged CITY for any Good shall always be VENDOR's lowest price charged any customer for that Good regardless of any special terms, conditions, rebates, or allowances of any nature. If VENDOR sells any Good to any customer at a price less than that set forth herein, VENDOR shall adjust its price to the lower price for any un-invoiced Goods and for all future invoices for such Good. For Goods designated as custom Goods, for purposes of comparing price under this Paragraph, the price of the Good shall include those VENDOR cost components which are generic to the Good as compared to other similar Goods sold by VENDOR. Such comparison shall be made to the extent Goods have similar characteristics, such as form, fit, function, manufacturing process, or other specific comparison criteria agreed upon by the parties.
- C. In the event VENDOR offers a lower price, either as a general price drop or only to some customer(s) for any reason, VENDOR shall immediately inform CITY of this price and price protect CITY's inventory of affected Goods by rebating to CITY an amount equal to the difference in the price paid by CITY and the lower price for all such Goods pulled into CITY's manufacturing process for consumption during the preceding thirty (30) days.
- D. All applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges shall be stated separately on VENDOR's invoice and borne by VENDOR. In the event that City of Melbourne is prohibited by law from remitting payments to the VENDOR unless City of Melbourne deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then City of Melbourne shall duly withhold such taxes and shall remit the remaining net invoice amount to the VENDOR. City of Melbourne shall not reimburse VENDOR for the amount of such taxes withheld.
- F. The purchase of equipment, materials, and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city governments. Upon request, applicable federal excise exemption certificates will be furnished to VENDOR. Additional costs including such taxes, surcharges and delivery costs, except those described on Exhibit A4, will not be paid or reimbursed without CITY's prior written approval.

- G. CITY reserves the right to have VENDOR's records inspected and audited to ensure compliance with this Contract. At CITY's option or upon VENDOR's written demand, such audit will be performed by an independent third party at CITY's expense. However, if VENDOR is found to not be complying with this Contract in any way, VENDOR shall reimburse CITY for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit. The results of such audit shall be kept confidential by the auditor to the extent allowed by law and, if conducted by a third party, only VENDOR's failures to abide by the obligations of this Contract shall be reported to CITY.

4. INVOICING AND PAYMENT

- A. Payment for the materials, supplies, or equipment as specified in the contract shall be processed promptly after completion of delivery of items and after receipt of properly prepared invoice(s). Original invoices or packing lists shall be submitted and shall include: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Goods, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, VENDOR must render original invoice to the City of Melbourne, Accounts Payable Division, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Offered discounts, however, will be taken if payment is made within the discount period.
- C. Payment is made when CITY's check is mailed or EDI funds transfer initiated.
- D. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, Fla. Stat. and payment by CITY shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Contract.
- E. No payments shall be made in advance of acceptance of delivery of Goods nor for Goods not covered under this Contract nor for Goods not acceptable to CITY.
- F. VENDOR agrees to invoice CITY no later than sixty (60) days after shipment of Goods. CITY will not be obligated to make payment against any invoices submitted after such period.
- G. Payment by the CITY shall be subject to approval and acceptance of Goods by CITY. Notwithstanding the foregoing, CITY's payment shall not constitute acceptance.

5. NON-APPROPRIATION

All funds for payment by CITY under this Contract are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Goods provided under this Contract, CITY will terminate this Contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Goods covered by this Contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Contract, VENDOR on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Contract beyond the date of termination.

6. Non-Exclusivity

The right to provide the Goods, commodities and services, which will be granted under the Agreement, shall not be exclusive. The City reserves the right to competitively bid any item on this Contract from another supplier when it is in the best interest of CITY.

7. TERMINATION

- A. CITY may terminate this Contract or any Purchase Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to VENDOR.
- B. CITY may terminate this Contract upon written notice to VENDOR in the event VENDOR defaults on any of the terms and conditions of this Contract and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.
- C. Notwithstanding the foregoing, CITY may immediately terminate this Contract, without providing VENDOR with notice of default or an opportunity to cure, if CITY determines that VENDOR has failed to comply with any of the terms and conditions of this Contract related to safety, indemnification or insurance coverage.
- D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract by providing written notice to VENDOR but without an opportunity to cure if CITY determines VENDOR knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of VENDOR's bid or this Contract, which representation was materially false, deceptive, incorrect, or incomplete.
- D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to VENDOR if the State of Florida or the federal government enacts a law, which removes or restricts the authority of CITY to conduct all or part of its function.
- E. Upon receipt of such notice of termination, VENDOR shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for Goods and/or Services relating to this Contract, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Contract.
- F. There shall be no charges for termination of orders for Goods. Notwithstanding anything to the contrary, VENDOR shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by VENDOR's vendors or subcontractors after VENDOR receives the notice, nor for any costs VENDOR could reasonably have avoided.
- G. Notwithstanding anything else in this Contract, failure to meet the delivery date(s) in the Purchase Order shall be considered a material breach of contract and shall allow CITY to terminate the order for the Goods and/or any subsequent Orders in the Purchase Order without any liability whether the Purchase Order was for standard or custom Goods.

8. FORCE MAJEURE

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control, such as acts of God, fire, theft, war, riot, embargoes or acts of civil or military authorities. If delivery is to be delayed by such contingencies, VENDOR shall immediately notify CITY in writing and CITY may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Purchase Order at no cost to CITY.

9. DELIVERY, INDIVIDUAL ORDERS AND SCHEDULING

- A. Any forecasts provided by CITY are for planning purposes only and do not constitute an individual Order or other commitment by CITY.
- B. VENDOR shall notify CITY in writing within two (2) business days of receipt of CITY's Purchase Order or individual Order, as the case may be, if VENDOR is unable to make any scheduled delivery and state the reasons therefor. The absence of such notice constitutes acceptance of the Purchase Order and commitment to the Order terms.
- C. VENDOR shall deliver Goods per the Order as requested by the CITY and CITY may return non-conforming shipments at VENDOR's risk and expense.
- D. CITY may reschedule or cancel any Order in whole or in part prior to the Order date at no additional charge.
- E. CITY may place any portion of an Order on hold by notice which shall take effect immediately upon receipt. Orders placed on hold will be rescheduled or canceled within a reasonable time.
- F. CITY shall have no obligation with respect to the purchase of Goods under this Contract until such Goods are specified in an

issued Purchase Order which contains specific Order dates for specific Goods.

- G. If for any reason VENDOR discontinues the manufacture of any Good during the term of this Contract or within one (1) year after the final delivery under this Contract, VENDOR shall give CITY at least ninety (90) days prior written notice of such Good discontinuance, during which time CITY shall have the option to place a final Order for such Goods for delivery to CITY within an agreed upon period. If any warranty return claims are made for such discontinued Goods, then such returns will be subject to the warranty provisions in Paragraph 10.
- H. VENDOR, in performing work under this Contract, shall provide and maintain during the life of this Contract, equipment sufficient in number, condition and capacity to efficiently perform the work and provide the Goods required by this Contract.

10. ACCEPTANCE AND WARRANTY

- A. CITY may inspect and test all Goods at reasonable times in such manner as shall not unreasonably hinder or delay VENDOR's performance. All Goods shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at VENDOR's premises or any prior payment for such Goods. Goods rejected by CITY as not conforming to this Contract or Good specifications, whether provided by CITY or furnished with the Good, may be returned to VENDOR at VENDOR's risk and expense and, at CITY's request, shall immediately be repaired or replaced.
- B. VENDOR makes the following warranties regarding Goods furnished hereunder, which shall survive any delivery, inspection, acceptance, payment, or resale of the Goods:
 - (i) Goods will not infringe any party's intellectual property rights;
 - (ii) VENDOR has the necessary right, title, and interest to provide said Goods to CITY, and the Goods will be free of liens and encumbrances;
 - (iii) Goods are new, and of the grade and quality specified;
 - (iv) Goods are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by VENDOR, and to any other agreed-to specifications; and
 - (v) Goods conform to the manufacturing quality provisions set forth in Exhibit A2.
- C. If VENDOR breaches any of the foregoing warranties, or Goods are otherwise non-conforming, during a period of three (3) years after CITY's acceptance of Goods, VENDOR shall, at CITY's option, promptly repair, replace, or refund the amount paid for such Goods, and shall pay to CITY all incidental and consequential damages arising from breach of the foregoing warranties. VENDOR shall bear the cost of shipping and risk of loss of all defective or non-conforming Goods while in transit. Notwithstanding the foregoing, the parties agree that the term of the manufacturer's standard warranty shall apply to all manufacturing defects.

11. PRODUCT SPECIFICATIONS/ IDENTIFICATION/ERRATA

- A. VENDOR shall not modify the specifications for Goods without CITY's written consent. VENDOR shall notify CITY at least ninety (90) days in advance of any changes in the manufacturing process.
- B. VENDOR shall cooperate with CITY to provide configuration control and traceability systems for Goods supplied hereunder.
- C. VENDOR shall provide CITY with a list of such modifications for each Good and shall promptly notify CITY in writing of any new modifications with respect to the Goods.

12. PACKING AND SHIPMENT

- A. It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- B. Title and risk of loss shall pass to CITY upon delivery of Goods to CITY's delivery station. All Goods shall be prepared for shipment in a manner which: (i) follows good commercial practice; (ii) is acceptable to common carriers for shipment at the lowest rate; and (iii) is adequate to ensure safe arrival. VENDOR shall mark all containers with necessary lifting, handling and shipping information, purchase order number, date of shipment, and the

names of the CITY and VENDOR. VENDOR shall ship only the quantity of Goods specified in the Order. CITY may return at VENDOR's expense any Goods in excess of the quantity stated in the Order.

- C. All prices shall be based on delivery **F.O.B. Destination prepaid and allowed** with all charges prepaid to the actual point of delivery and inside delivery. Inspection and acceptance will be at *destination* unless otherwise stipulated. Title/risk of loss of damage to all items shall be the responsibility of VENDOR until delivery is verified by the CITY.

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

- A. Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, test equipment, and other materials furnished or paid for by CITY shall: (i) remain or become CITY's property; (ii) be used by VENDOR exclusively for CITY's orders; (iii) be clearly marked as CITY's property and segregated when not in use; (iv) be kept in good working condition at VENDOR's expense; and (v) be shipped to CITY promptly on demand.
- B. VENDOR shall insure CITY's property and be liable for loss or damage while in VENDOR's possession or control, ordinary wear and tear excepted.

14. INTELLECTUAL PROPERTY INDEMNIFICATION

VENDOR shall defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right, arising out of the use or sale of Goods. CITY shall notify VENDOR of such claim or demand. If an injunction issues as a result of any such claim or action, VENDOR agrees at its expense and CITY's option to either: (i) procure the right to continue using Goods; (ii) replace them with non-infringing Goods; (iii) modify them so they become non-infringing; or (iv) refund to CITY the amount paid for any Goods returned to VENDOR or destroyed. This indemnification shall not apply to the extent custom Goods are manufactured to CITY's detailed design.

15. GENERAL INDEMNIFICATION

VENDOR shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated costs and expenses (including attorney's fees), which may hereafter incur, become responsible for, or pay out as a result of: death or personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment, and any clean up costs in connection therewith, or any violation of law, governmental regulation or orders, to the extent caused by (i) VENDOR's breach of any term or provision of this Contract; (ii) any negligent or willful acts, errors, or omissions by VENDOR, its employees, officers, agents, representatives, or subcontractors in the performance of this Contract; or (iii) dangerous defects in Goods. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided.

16. COMPLIANCE WITH LAWS

- A. VENDOR shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Goods and/or the performance of services in the course of this Contract. Lack of knowledge by the bidder shall in no way be cause for relief from responsibility.
- B. VENDOR represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.
- C. VENDOR represents and warrants that the Goods supplied to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Upon request of CITY, VENDOR shall provide copies of

VENDOR's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of VENDOR's subcontractors for the past twenty-four (24) months.

- D. CITY actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). VENDOR shall establish appropriate procedures and controls so no services or products under this Contract will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. VENDOR shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095, Fla. Stat. Notwithstanding anything to the contrary in this Contract, the CITY reserves the right to terminate this Contract in accordance with §448.095, Fla. Stat.
- E. VENDOR represents and warrants that it is not listed on the State of Florida's convicted vendor listing established under the provisions of §287.133, Fla. Stat., whereby the State of Florida maintains a convicted vendor listing which excludes those suppliers from bid submittal for a period of thirty-six (36) months.
- F. Public Entity Crimes Statement. VENDOR acknowledges the continuous duty to disclose to the CITY if VENDOR or any of its affiliates are placed on the convicted vendor list.
- G. VENDOR shall maintain, for the duration of the Agreement, all valid licenses and certificates required for the performance of work and provision of Goods.
- H. Scrutinized Companies. Subject to *Odebrecht Construction, Inc., v. Prasad* and *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation* and their progeny, as applicable, VENDOR certifies that it (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria in violation of §287.135, Fla. Stat. If the CITY determines that VENDOR has falsely certified facts under this sub-paragraph or if VENDOR is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after execution of this Contract, CITY will have all rights and remedies to terminate this Contract consistent §287.135, Fla. Stat. CITY reserves all rights to waive certifications required by this paragraph on a case-by-case exception basis pursuant to §287.135, Fla. Stat.
- I. Foreign Gifts and Contracts. VENDOR must comply with any applicable disclosure requirements in §286.101, Fla. Stat.
- J. Foreign Country of Concern. VENDOR represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of §287.138, Fla. Stat.
- K. Environmental and Social Government and Corporate Activism. Pursuant to §287.05701, Fla. Stat., CITY cannot give preference to a vendor based on social, political or ideologic interests as set forth therein. Violations of this restriction 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.
- L. Failure to comply with this Paragraph shall be considered a breach of contract.

17. RETENTION AND AUDIT

- A. VENDOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, VENDOR agrees to retain public records, and upon request provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat.
- B. The City reserves the right to audit the records of VENDOR for the Goods and/or services provided under this Contract at any time during the performance and term of this Contract and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, VENDOR agrees to submit to an audit by an

independent certified public accountant selected by CITY. VENDOR shall allow CITY to inspect, examine and review the records of VENDOR in relation to this Contract at any and all times during normal business hours during the term of this Contract.

18. MERGER, MODIFICATION, WAIVER, AND REMEDIES

- A. This Contract contains the entire understanding between CITY and VENDOR with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in VENDOR'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.
- B. VENDOR shall not substitute the Goods.
- C. In the event of any conflict between or among this Contract or any ambiguity or missing specifications or instruction, the following priority is established:
 - First, the "Supplemental Provisions" set forth as Exhibit B to the Contract;
 - Second, the "Federal Provisions" set forth as Exhibit C to the Contract;
 - Third, these "Standard Terms and Conditions of Purchase Agreement – Goods" identified as Exhibit A to the Contract
 - Fourth, CITY's Invitation to Bid or CITY's Request for Proposal, as the case may be, with supporting Addenda and VENDOR's bid but only to the extent responsive to CITY's request, collectively set forth as Exhibit D to the Contract.
- D. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.
- E. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.
- F. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless CITY determines in its discretion that the court's determination causes this Contract to fail in any of its essential purposes.

19. DISPUTES

In case of dispute arising under this Contract between the parties, the decision of the City of Melbourne shall be final and binding of both parties.

20. ASSIGNMENT; SUBCONTRACTORS

VENDOR may neither assign nor factor any rights in nor delegate any obligations under this Contract or any portion thereof without the written consent of the CITY. CITY may cancel this Contract for cause should VENDOR attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Contract may be amended only in writing signed by VENDOR and CITY and subject to with the same degree of formality evidenced in the Agreement. Nothing contained in this Contract will be construed as establishing any contractual relationship between CITY and any subcontractor of VENDOR. VENDOR will be fully responsible to CITY for the acts and omissions of the VENDOR's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall require prior written approval by the City.

21. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

CITY encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

22. APPLICABLE LAW

This Contract is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Contract shall be filed in Brevard County, Florida.

23. HEADINGS

The headings provided in this Contract are for convenience only and shall not be used in interpreting or construing this Contract.

24. SURVIVAL

The provisions of Paragraph: 1, 10, 13, 14, 15, 17, 18, 19, 22, 23, 24, Exhibit A1, Exhibit A2, Exhibit A3, (except for Technical Support which expires or terminates) will survive any termination or expiration of this Contract.

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT A1

PRODUCT DESCRIPTION/SPECIFICATIONS

The Goods purchased are a commodity and are not custom-made for the CITY.

VENDOR shall furnish and deliver all Goods set forth herein in compliance with the Performance Standards of Exhibit A2.

VENDOR shall provide Liquid Sodium Hypochlorite as more particularly described as follows:

I. GENERAL DESCRIPTION

VENDOR shall furnish all labor, materials, equipment and incidentals necessary to provide, deliver and pump Liquid Sodium Hypochlorite, suitable for use in the treatment of potable water, into CITY's storage tanks at multiple Water Production Facilities on an as-needed basis.

II. PRODUCT SPECIFICATIONS

It is the intent of these specifications to describe Liquid Sodium Hypochlorite in sufficient detail to secure Bids on comparable products.

All Liquid Sodium Hypochlorite supplied under this contract shall be tested and certified as meeting the specification of the AWWA Standard B300 and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

Physical Properties:

- Minimum of 125 Grams per Liter (GPL) available chlorine equivalent (a.k.a. 12.5 Trade % Available Chlorine) and shall be consistent as determined by chemical analysis.
- Clear, straw colored liquid with no visible cloudiness, impurities or sediment. It shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with the liquid sodium hypochlorite.
- Minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.40 weight percent sodium hydroxide.
- Not more than 0.15% insoluble matter by weight.
- Meets the following containment concentration limits:

Iron	< 0.3 mg/L
Copper	< 0.03 mg/L
Nickel	< 0.03 mg/L
Chlorate	< 2,000 mg/L
Bromate	< 20 mg/L

- The suspended solids in the Liquid Sodium Hypochlorite shall be minimized and shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" method co-developed by Dr. Bernard Bubnis of NovaChem.

III. LOCATIONS, DELIVERY AND OFF-LOADING PROCEDURES

A. Locations, Tank Capacity & Estimated Annual Gallons

Location	Storage Capacity (GAL)	Estimated Annual Gallons
<i>Bulk Delivery Location:</i>		
Lake Washington Surface Water Treatment Plant 5985 Lake Washington Road Melbourne FL, 32934	31,500 (six 5,250 gal tanks)	425,000
<i>Small Truck/Tote Delivery Locations:</i>		
Front Street Chlorine Booster Station 1313 East New Haven Avenue Melbourne, FL 32901	1,050 (single tank)	18,750
Avenue B Chlorine Booster Station 221 Avenue B Melbourne, FL 32901	1,050 (single tank)	18,750
Canova Beach Booster Station 930 Wallace Avenue Satellite Beach, FL 32937	1,000 (single tank)	18,750
Melbourne Beach Booster Station 2800 South A1A Melbourne Beach, FL 32951	1,050 (single tank)	18,750
Delivery sites and quantities are subject to deletions or additions as necessary to meet the water and wastewater treatment demands of the CITY.		

IV. SAMPLING AND TESTING

- A. All Sampling and Testing shall be in accordance with ANSI/AWWA B300, Standard for Sodium Hypochlorite, latest edition.
- B. All laboratory analyses shall be conducted by an FDEP certified laboratory or state approved analytical laboratory. At least one (1) certified analysis shall be conducted twice annually during the contract time period, for each listed contaminant under this specification for the Liquid Sodium Hypochlorite and submitted to the CITY within 30 days of such analysis.

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT A2

PERFORMANCE STANDARDS/QUALITY REQUIREMENTS

In addition to those requirements set forth in the Product Description/Specifications attached and incorporated as Exhibit A1 to the Contract, all Goods provided by the VENDOR shall conform to the following:

I. GENERAL REQUIREMENTS

- A. VENDOR shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of this Contract.
- B. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- C. VENDOR shall comply with all applicable Department of Environmental Resources Management (ERM) delivery and handling requirements.
- D. VENDOR shall be responsible for all permits, licenses and certificates required for the performance of this Contract.
- E. Sampling & Testing -
 - 1. All Sampling and Testing shall be in accordance with ANSI/AWWA B300, Standard for Sodium Hypochlorite, latest edition.
 - 2. All laboratory analyses shall be conducted by an FDEP certified laboratory or state approved analytical laboratory. At least one (1) certified analysis shall be conducted twice annually during the contract time period, for each listed contaminant under this specification for the Liquid Sodium Hypochlorite and submitted to the CITY within 30 days of such analysis.
- F. Chemical Warranty - Notwithstanding anything to the contrary heretofore or hereafter represented by either party to the other, VENDOR warrants that each and every chemical substance sold or otherwise transferred by VENDOR to the CITY as of the time of such sale or transfer, is on the list of chemical substances compiled and published by the federal government pursuant to the Toxic Substance Control Act, (PL 94-469).
- G. If NSF certification has been revoked or lapsed, VENDOR shall inform the CITY (verbal or written notification) within 24 hours from the time that NSF has notified the VENDOR. Loss of NSF certification shall be considered grounds for immediate termination of the contract.
- H. VENDOR shall provide 30 days' advance written notice to the CITY regarding any significant changes in the product manufacturing process or changes to the source of supply.
- I. The responsibility for compliance with Federal and State Rules and Regulations regarding VENDOR caused spills or releases shall be the sole responsibility of the VENDOR. The VENDOR shall hold the CITY harmless for any failure to properly report and/or comply with this provision.
- J. Upon request by the CITY, VENDOR shall provide technical assistance regarding the application of its product and disposal and handling of residues and sludge produced by the application of its chemical in the water treatment and/or wastewater treatment process at no additional charge to the CITY.
- K. The CITY may terminate the Contract if there are three (3) rejections of a lot or shipment during any period of this Contract.

- L. VENDOR's personnel and subcontractors performing under this Contract shall be easily identifiable as VENDOR personnel. VENDOR agrees to be held fully responsible, except as otherwise prohibited by law, for acts of their employees while on CITY property.
- M. VENDORS and their transportation companies shall submit a list of personnel authorized to enter CITY facilities on VENDOR's behalf. VENDOR shall ensure the list is kept current with any personnel changes.

II. DELIVERY & OFFLOADING PROCEDURES

A. Delivery Requirements

1. The delivery time of the shipment shall not exceed 72 hours from time of manufacture of the Liquid Sodium Hypochlorite.
2. VENDOR shall make normal deliveries within 48 hours after notice from the CITY. The CITY reserves the right to change quantities and delivery dates at its discretion with a 24-hour notice. VENDOR shall make "emergency" deliveries within 24 hours of receipt of order. An emergency delivery is defined as an extreme need in order to prevent the CITY from a shortage of Liquid Sodium Hypochlorite.
3. Delivery time shall be arranged upon placement of order and shall be between the hours of 8:00 AM and 3:30 PM ET unless otherwise agreed to by both parties. Deliveries made to unmanned facilities shall be coordinated with the CITY so driver can gain access to the facility.
4. VENDOR shall be able to deliver within 24-hours of an emergency request by the CITY.
5. Split deliveries to multiple locations will be coordinated and accepted by the CITY to encourage economical delivery of product via bulk tankers dependent on storage capacities at time of delivery.
6. All bulk deliveries shall be made by a properly cleaned carrier truck. The tanks and trailers shall be clean and free of residue that may contaminate the VENDOR's product or impede the unloading process. All appurtenant valves, pumps and discharge hoses used for the delivery shall be supplied by the VENDOR and shall be clean and free from contaminating material. The CITY may reject a load if product is not properly cleaned.
7. Packaging and shipment of all chemicals shall conform to all current regulations of the State of Florida, the U.S. Department of Transportation and all other applicable regulatory agencies.
8. VENDOR shall provide, at time of delivery, a Certified Material Compliance Certificate of Analysis for each lot shipped to the CITY. The Certified Analysis shall be signed by a Corporate Officer or authorized representative of the VENDOR Corporation and specify that the Liquid Sodium Hypochlorite meets Contract specifications and ANSI/AWWA Standard B300. At a minimum, the report shall contain the following:
 - Date and time of manufacture
 - Percent by weight of Sodium Hypochlorite
 - Percent by weight of excess Sodium Hydroxide
 - Specific Gravity referenced to a temperature
 - Suspended Solids test time
9. VENDOR shall provide Safety Data Sheet (SDS) to the CITY at time of delivery.
10. Sampling and Testing Prior to Unloading: VENDOR's delivery trailer shall have a sample port to provide a sample for analysis prior to hooking up and unloading the trailer. At the sole discretion of the CITY, VENDOR's delivery personnel (driver) may be asked to provide a sample of Sodium Hypochlorite before the shipment is unloaded. VENDOR shall supply the sample container and the driver shall collect the sample from the tank truck and relinquish it to the CITY. The sample shall be considered representative of the lot. The CITY will forward sample to approved testing agency. The CITY reserves the right to subject samples of the Liquid Sodium Hypochlorite to analyses to ensure that it meets basic conditions of the Contract Specifications.

11. Any lot tested by the CITY that fails to comply with the Contract Specifications shall constitute grounds for rejection of that lot. No payment shall be made for Sodium Hypochlorite that is rejected. VENDOR shall be required to ship a replacement delivery to the location within twenty-four (24) hours from time of notification of a rejected delivery. Failure to provide replacement product that meets Contract Specifications within the specified time will constitute failure to comply with the delivery requirements. The CITY has the right to procure a shipment from another source and charge to the CONTRACTOR any additional costs to do so.
12. All VENDOR delivery vehicle drivers shall have a proper commercial driver's license issued through the State of Florida with a Hazardous Material endorsement.

B. Offloading Procedures

1. VENDOR shall be responsible for pumping Liquid Sodium Hypochlorite into CITY's storage tanks at delivery sites. Additionally, VENDOR shall be responsible for supplying all required tools and equipment to safely and efficiently offload Liquid Sodium Hypochlorite.
2. CITY staff will unlock the bulk tank fill ports and observe the connection by the truck driver.
3. VENDOR shall be responsible for pumping Liquid Sodium Hypochlorite into storage tanks at the delivery site and shall provide all necessary connectors and hoses, fittings, air-paddling, pumps, etc. required to safely and efficiently "offload" the Sodium Hypochlorite into the storage tanks.
4. CITY staff will record starting and ending levels for each bulk tank and complete a "Bulk Chemical and Fuel Receiving Checklist" for each delivery. The sum of the difference between the ending level and starting level for each bulk tank will be the estimated total quantity of chemical received. The delivery driver will record the estimated total quantity of chemical received on the bill of lading under the "Description/Quantity Shipped" column. Both the delivery driver and CITY staff will initial the bill of lading indicating agreement with the delivery quantity.
5. VENDOR shall provide weight tickets to verify the exact quantity of Liquid Sodium Hypochlorite delivered within 24 hours of each delivery. In the event of a discrepancy between the bulk tank level indicators and the weight tickets, the quantity verified by weight tickets will be used for billing purposes.
6. VENDOR's delivery personnel shall wear the proper Personal Protection Equipment (PPE) and stay with the truck during the off-loading process.
7. CITY staff will inspect the off-loading area at the end of the delivery for any spills, oil puddles, leaks, etc. The VENDOR shall be responsible for clean-up of any spills of chemical or oil spots left by the delivery vehicle.
8. CITY staff will sign delivery tickets, bills of ladings, etc. after the chemical off-loading has been completed.

III. SAFETY REQUIREMENTS

- A. VENDOR shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. VENDOR shall comply, and shall secure compliance with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of VENDOR. VENDOR shall be responsible for examining all federal, state and local requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. VENDOR agrees to utilize protective devices as required by applicable laws, regulations, and any industry or VENDOR's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

B. Emergency Plan of Action

Within thirty (30) days of award and acceptance of the contract for the supply of any chemical, VENDOR shall provide in writing, an emergency contingency plan with appropriate telephone contracts for the CITY to follow in case an emergency supply of chemicals are needed. VENDOR shall supply in writing, an emergency spill response plan with appropriate response personnel names (to include at least two degreed engineers) and 24-hour telephone contact numbers. In addition, VENDOR shall provide their spill response notification procedures, along with any forms required by all local, state or federal regulatory agencies. This section in no way relieves the VENDOR of responsibility to notify the proper regulatory agencies in the event of a spill incident.

- C. Spillage: Spills or leaks of any type, caused by VENDOR's employees or representatives in the performance of the Contract, shall be the sole responsibility of VENDOR, including all costs to properly clean up and repair resultant damages. Any penalties assessed against VENDOR or CITY because of pollution resulting from such spillage shall be borne by the VENDOR. VENDOR shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup. VENDOR shall report any spillage to the CITY within six (6) hours of the occurrence and provide details of quantity and ultimate disposal methods. VENDOR shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988, CH 252, Part II, Florida Statutes. VENDOR shall bear all expenses of spills, unless caused by the sole negligence of the CITY. If VENDOR fails to take the appropriate actions to clean up any spilled product the CITY will hire a certified hazardous materials handling company to clean the spill, the cost of such will be charged to the VENDOR.

D. Safe Handling and Training

1. Before the initial delivery to site(s), the CITY will train all available drivers and supervisor(s) on site-specific CITY safety and emergency policies. Thereafter, for the duration of the Contract, VENDOR shall train all new VENDOR hires and ensure current employee/drivers stay current on safety and emergency policies.
2. VENDOR shall ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for delivery personnel, including, but not limited to, chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit. Delivery personnel must wear at a minimum, chemical goggles and rubber gloves when handling hoses and valves.
3. Anytime during the term of the contract and at the request of the CITY, VENDOR shall provide an appropriate safe handling training course for any chemical that it supplies to all appropriate CITY personnel and shall be available to conduct 'refresher' courses or new employee training at six (6) month intervals during the contract period. VENDOR shall provide this assistance at no charge to the CITY.

IV. LIQUIDATED DAMAGES

The CITY may assess the VENDOR the amount of TWO HUNDRED DOLLARS (\$200.00) per calendar day for late deliveries/work schedule. The per diem charge may be invoked at the discretion of the CITY and said sum to be taken as liquidated damages and deducted from the payment owed to the VENDOR, or charged back to the VENDOR. This deduction is in addition to other remedies available to the CITY pursuant to Florida Statutes.

In the event VENDOR wishes to contest such assessment, VENDOR shall submit a written protest within five (5) calendar days after receiving such notice for an opportunity to be heard by the CITY and present a defense to such assessment. The CITY will notify VENDOR in writing of any action taken with respect to VENDOR's claims. The decision of the CITY shall be final.

V. EMERGENCIES

Disaster means any large-scale event such as a hurricane, an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in or has the potential to result in a significant loss of life or property.

During and after a disaster, VENDOR shall provide special services to the CITY including VENDOR shall open their facilities on nights and weekends as necessary to meet the needs of the CITY during a disaster.

VENDOR shall not charge CITY any fee for opening facilities during an emergency or for extending VENDOR's hours of operation during a disaster. CITY shall pay VENDOR the agreed upon contract prices for all purchases made by CITY during the disaster and VENDOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.

VENDOR shall quickly mobilize internal and external resources to assist CITY when a disaster unfolds.

Extended hours and personnel. During disasters, VENDOR's facilities shall stay open 24 hours if requested by the CITY. VENDOR shall utilize additional VENDOR personnel to take CITY orders if necessary. VENDOR's Call Center shall accept phone orders 24 hours a day.

VENDOR shall have contingency plans with VENDOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.

VENDOR shall cooperate with CITY to properly document any expenses incurred by CITY with VENDOR and VENDOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

VENDOR shall, before, during, and after a public emergency, disaster, hurricane, flood, etc., give CITY first priority for Contract goods and services.

VI. VENDOR'S STOCK

VENDOR shall maintain access to sufficient stock of product(s). The lead time(s) for such stock shall not exceed the lead time or maximum delivery time period(s) as specified in this Contract. Should product not be available, the CITY reserves the right to procure product from another source and charge any additional costs for such procurement including expedited shipping to the VENDOR.

VII. PRICE ADJUSTMENTS

Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to City of Melbourne sufficient to justify the requested increase. This includes certified letter from manufacturer showing price increase to VENDOR and providing basis for requested increase such as fuel increases or other demonstrable circumstances. The CITY will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of the CITY. Original contract pricing shall be firm for a one (1) year period. Approved price adjustments shall remain unchanged for no less than one (1) year intervals thereafter unless due to extraordinary circumstances as documented by the VENDOR and concurred with by the CITY. A written request for a price adjustment, with proper documentation i.e., a Letter from the Supplier stating a price increase in raw materials, shall be submitted a minimum of thirty (30) calendar days in advance of a proposed effective date. Unreasonable requests, or requests without proper documentation will be rejected. An approved price increase will become effective upon executed Contract amendment. Retroactive price increase adjustments will not be considered. Price decreases may be requested by the CITY at any time and implemented upon mutual consent of the parties.

If VENDOR receives any price decreases from the manufacturer of product, VENDOR shall notify the CITY within twenty-four (24) hours of such price decrease and pass price decrease on to the CITY.

Failure to reach agreement on a request for an increase or decrease in price(s) can, at the sole option of the CITY, result in the termination of the Agreement for cause.

EXHIBIT A4

PRICING SCHEDULE

VENDOR shall provide all Goods (and items/services incidental thereto) set forth in this ITB for the costs stated below.

ITEM	DESCRIPTION	EST. ANNUAL QUANTITY	UOM	UNIT PRICE	TOTAL EST. ANNUAL COST
1	Bulk Deliveries: Liquid Sodium Hypochlorite (NaOCl) per specifications	425,000	Gallons	\$1.71	\$726,750.00
2	Small Truck/Tote Deliveries: Liquid Sodium Hypochlorite (NaOCl) per specifications	75,000	Gallons	\$1.83	\$137,250.00
TOTAL ESTIMATED ANNUAL COST					\$864,000.00
NOTE: UNIT PRICE WILL PREVAIL IN CASE OF DISCREPANCY BETWEEN UNIT AND TOTAL PRICE					

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT B

SUPPLEMENTAL PROVISIONS

1. **Bid.**

This Contract is awarded based on VENDOR's Bid responding to CITY's ITB. VENDOR represents and warrants that all information and representations contained in the Bid is truthful to the best of VENDOR's knowledge and belief and VENDOR hereby restates and affirms all representations contained in the Bid.

2. **Performance Bonds.**

No performance bonds or payment bonds are required by this Contract.

3. **Notice to Parties**

- A. Notice to the City regarding terms and conditions of the Contract and changes in address/addressee shall be directed to the City Procurement Contact as identified on the cover page of this Contract. Notice and communication with the City regarding the Goods shall be directed to the City Department Contact as identified on the cover page of this Contract. Inquiries regarding payment shall be directed to City of Melbourne, Accounts Receivable, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. Notice and communication and changes in address/addressee to the VENDOR shall be directed to the VENDOR Contact as identified on the cover page of this Contract.
- C. Notice of default or notice of termination of this Contract shall be made in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested and shall be addressed as follows:

If to the CITY

Greg Bunn, Procurement Manager
Procurement Division
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

If to VENDOR:

Allied Universal Corporation
Cristhianne Munguia, Bid Coordinator
3901 NW 115 Avenue
Miami, Florida 33178

A party may unilaterally change its address or addressee by giving notice in writing to the other party as provided in this section. Thereafter, notices and other pertinent correspondence shall be addressed and transmitted to the new address.

4. **Insurance Requirements**

- A. Commercial General Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence/aggregate and a deductible amount of not more than \$10,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list the City of Melbourne as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of A or higher. Other specific policy endorsements may be required by the Contract, depending upon the type and scope of work to be performed.
- B. Business Automobile Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles. In the event the awarded CONTRACTOR

does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the awarded CONTRACTOR to maintain only Hired & Non-Owned Auto Liability Insurance.

- C. Workers Compensation & Employer's Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Florida Workers Compensation Insurance at Statutory limits and Employers Liability Insurance with limits of at least \$500,000 each accident, \$500,000 each disease/employee and \$500,000 per disease/policy limit.
- D. Environmental Pollution Liability Insurance. VENDOR shall maintain in force for the duration of the contracted period Environmental Pollution Liability Insurance coverage for bodily injury, property damage, cleanup cost as well as defense costs incurred in the investigation or defense claims. Coverage shall apply to sudden and non-sudden pollution conditions, which result in bodily injury or property damage in an amount no less than \$1,000,000 per occurrence.
- E. Proof of Insurance. CONTRACTOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance. Such certificates shall clearly show the insurance coverage required by the Contract. In the case of Commercial General Liability Insurance, a copy of the Additional Insured Endorsement page issued by the underwriting insurance company showing that the City of Melbourne has been listed as an Additional Insured on the policy shall accompany the Certificate of Insurance.
- F. All coverage for CONTRACTOR's subcontractors shall be subject to all of the requirements stated herein.

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT D1

**INVITATION TO BID
ITB# B25024C-0-2025/CM**

On file in Procurement Division

EXHIBIT D3

**VENDOR'S RESPONSIVE BID
ITB# B25024C-0-2025/CM**

On file in Procurement Division



SAFETY DATA SHEET

1. Identification

Product identifier	Sodium Hypchlorite, 10-15% Solution	
Other means of identification		
SDS number	AUC-004	
Synonyms	Aqua Guard Chlorinating Santizier * Aqua Guard Bleach * Aqua Guard Sodium Hypochlorite 10.5% * Aqua Guard Sodium Hypochlorite 12.5% * Sodium Hypochlorite * Liquid Bleach * Bleach * Hypo	
Recommended use	Swimming pool chemical, hard surface cleaner, water treatment, bleaching, textiles, cooling towers, laundry sanitizer and agricultural/ aquacultural purposes	
Recommended restrictions	None known.	
Manufacturer/Importer/Supplier/Distributor Information		
Manufacturer		
Company name	Allied Universal Corporation	
Address	3901 N.W. 115th Avenue Miami, FL 33178 United States	
Telephone	General:	1-305-888-2623
	24-Hour alert:	1-786-522-0207
Website	www.allieduniversal.com	
E-mail	Not available.	
Contact person	Operations Department	
Emergency phone number	CHEMTREC	1-800-424-9300 (US/Canada) +01 703-527-3887 (International)
Supplier	Refer to Manufacturer	

2. Hazard(s) identification

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
OSHA defined hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
Label elements		



Signal word	Danger
Hazard statement	May be corrosive to metals. Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.
Precautionary statement	
Prevention	Keep only in original container. Do not breathe mist. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection.

Response	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. Specific treatment (see this label). Wash contaminated clothing before reuse.
Storage	Store locked up. Store in a well-ventilated place. Keep container tightly closed. Store in corrosive resistant container with a resistant inner liner.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	No OSHA defined hazard classes. Other hazards which do not result in classification: Contact with most acids may liberate and toxic gas. Chronic skin contact with low concentrations may cause dermatitis.
Supplemental Information	None.

3. Composition/Information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Sodium Hypochlorite	HYPOCHLORITE SOLUTION	7681-52-9	10-15.5
Sodium hydroxide	Caustic soda Lye Soda lye	1310-73-2	1-5
Other components below reportable levels			80-90

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. If breathing stops, provide artificial respiration. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. If breathing is difficult, trained personnel should give oxygen. Call a physician or poison control center immediately.
Skin contact	Immediately flush skin with running water for at least 20 minutes. Take off immediately all contaminated clothing. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse. Cover wound with sterile dressing. Do not rub area of contact. Leather and shoes that have been contaminated with the solution may need to be destroyed.
Eye contact	Immediately flush eyes with plenty of water for at least 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing for 10-15 minutes. Call a physician or poison control center immediately. Take care not to rinse contaminated water into the unaffected eye or onto the face.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. If swallowed: Rinse mouth. Do NOT induce vomiting. Never give anything by mouth to a victim who is unconscious or is having convulsions. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.
Indication of immediate medical attention and special treatment needed	Immediate medical attention is required. Causes chemical burns. Treat symptomatically.
General Information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂). Use media suitable to the surrounding fire such as water fog or fine spray, alcohol foams, carbon dioxide. Use water with caution. Contact with water will generate considerable heat.
-------------------------------------	---

Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire. Do not use dry chemical extinguishing agents. Maleic anhydride may react with the basic sodium compounds. Use chemical extinguishing agents with caution. Some chemical extinguishing agents may react with this material.
Specific hazards arising from the chemical	Not considered flammable. Vapors are heavier than air and may spread along floors. Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts violently with a wide variety of organic and inorganic chemicals including alcohol, carbides, chlorates, picrates, nitrates and metals. Toxic fumes, gases or vapours may evolve on burning.
Special protective equipment and precautions for firefighters	Firefighters should wear proper protective equipment and self-contained breathing apparatus with full face piece operated in positive pressure mode. A full-body chemical resistant suit should be worn.
Fire fighting equipment/instructions	Fight fire with normal precautions from a reasonable distance. Evacuate the area promptly. Move containers from fire area if you can do so without risk. Use water spray to cool unopened containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	Vapors are heavier than air and may spread along floors.
Hazardous combustion products	Hydrogen gas. Hydrogen chloride. Chlorine. Oxygen. Sodium oxides.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Immediately evacuate personnel to safe areas. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Ventilate the area. Remove sources of ignition. Stop leak if you can do so without risk. Absorb spillage to prevent material damage. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Use water spray to reduce vapors or divert vapor cloud drift. Prevent entry into waterways, sewer, basements or confined areas. Remove with vacuum trucks or pump to storage/salvage vessels. Contain and absorb spilled liquid with non-combustible, inert absorbent material (e.g. sand). Small spills can be neutralized by covering with a reducing agent, such as Sodium thiosulfate or Sodium sulphite. If not recoverable, dilute with water or flush to holding area and neutralize. Never return spills to original containers for re-use. Contact the proper local authorities. Contaminated absorbent material may pose the same hazards as the spilled product. For waste disposal, see Section 13.
Environmental precautions	Contact local authorities in case of spillage to drain/aquatic environment. Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection. Label containers appropriately. When using, do not eat, drink or smoke. Do not taste or swallow. Do not get in eyes, on skin, on clothing. Wash thoroughly after handling. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Avoid ultraviolet (UV) light sources. Inspect periodically for damage or leaks. Store in corrosive resistant container with a resistant inner liner. Store in original tightly closed container. Keep container tightly closed. Store in a well-ventilated place. Store away from and do not mix with incompatible materials such as acids, oxidizers, organics, reducing agents and all metals except titanium. Keep away from food, drink and animal feedingstuffs.

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m3

US. ACGIH Threshold Limit Values

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
SODIUM HYPOCHLORITE (CAS 7681-52-9)	STEL	2 mg/m3

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment**Eye/face protection**

Chemical goggles and face shield are recommended. Eye wash facilities and emergency shower must be available when handling this product.

Skin protection**Hand protection**

Wear appropriate chemical-resistant gloves. Advice should be sought from glove suppliers.

Other

Where contact is likely, wear chemical-resistant gloves, a chemical suit, rubber boots, and chemical safety goggles plus a face shield. Use of an impervious apron is recommended.

Respiratory protection

Chemical respirator with organic vapor cartridge and full facepiece. A NIOSH/MSHA approved air-purifying respirator with the appropriate chemical cartridges or a positive-pressure, air-supplied respirator may be used to reduce exposure. Respirators should be selected based on the form and concentration of contaminants in air, and in accordance with OSHA (29 CFR 1910.134). Advice should be sought from respiratory protection specialists.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

When using, do not eat, drink or smoke. Do not breathe mist. Avoid contact with eyes, skin and clothing. Upon completion of work, wash hands before eating, drinking, smoking or use of toilet facilities. Remove soiled clothing and wash it thoroughly before reuse.

9. Physical and chemical properties**Appearance**

Clear yellow/green liquid.

Physical state

Liquid.

Form

Liquid.

Color

Clear to yellow/green.

Odor

Pungent. Chlorine-like.

Odor threshold

Not available.

pH

11 - 13

Melting point/freezing point

-150 °F (-101.11 °C)

Initial boiling point and boiling range

> 212 °F (> 100 °C)

Flash point

Not Applicable

Evaporation rate

Not available.

Flammability (solid, gas)

Not applicable.

Upper/lower flammability or explosive limits**Flammability limit - lower (%)**

Not Applicable

Flammability limit - lower (%) temperature

Not Applicable

Flammability limit - upper (%)	Not Applicable
Flammability limit - upper (%) temperature	Not Applicable
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	12 mm Hg
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Soluble
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	1.18 g/cm3
Molecular formula	NaOCl
Molecular weight	74.4
Specific gravity	1.18

10. Stability and reactivity

Reactivity	Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts with amines and ammonia compounds to form explosively unstable compounds. May be corrosive to metals. May be corrosive to: Aluminum. Stainless steel. Carbon steel. Copper. Bronze
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Reacts vigorously or violently with many organic and inorganic chemicals such as: acids, acrolein, acrylonitrile, chlorinated hydrocarbons (e.g. 1,2 dichloroethylene), chlorine dioxide, maleic anhydride, nitroethane, nitroparaffins, 2-nitrophenol, nitropropane, phosphorus, potassium persulfate, and tetrahydrofuran (containing peroxides).
Conditions to avoid	Direct sources of heat. Avoid high temperatures. Direct sunlight. Avoid contact with incompatible materials. Do not use in areas without adequate ventilation. Do not allow evaporation to dryness.
Incompatible materials	Metals. Strong oxidizing agents. Acids. Amines. Ammonia. Reducing agents. Nitrites. Organic compounds.
Hazardous decomposition products	None known, refer to hazardous combustion products in Section 5. In the event of fire the following can be released: Chlorine. Sodium chlorate.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful. May cause irritation to the respiratory system. May cause severe irritation to the nose, throat, and respiratory tract.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns. Ingestion may cause severe irritation of the mouth, the esophagus and the gastrointestinal tract.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.

Information on toxicological effects

Acute toxicity Not expected to be hazardous by OSHA criteria. There is no available data for the product itself, only for the ingredients. See data for individual ingredient acute toxicity data.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	No Data in Literature
<i>Inhalation</i>		
LC50	Rat	No Data in Literature
<i>Oral</i>		
LD50	Rat	No Data in Literature
Sodium Hypochlorite (CAS 7681-52-9)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	> 10000 mg/kg
<i>Inhalation</i>		
LC50	Rat	> 5.25 mg/l/4h
<i>Oral</i>		
LD50	Rat	8910 mg/kg

Skin corrosion/irritation Hazardous by OSHA criteria.
Causes severe skin burns. Causes severe skin burns and eye damage. Skin corrosion/irritation - Category 1.

Serious eye damage/eye irritation Hazardous by OSHA criteria.
Causes serious eye damage. Serious eye damage/eye irritation - Category 1

Respiratory or skin sensitization

Respiratory sensitization Not expected to be a respiratory sensitizer.

Skin sensitizer Not expected to be hazardous by OSHA criteria. Not expected to be a skin sensitizer.

May cause an allergic skin reaction (e.g. hives, rash) in some hypersensitive individuals.

Germ cell mutagenicity Not expected to be mutagenic.

Carcinogenicity This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

IARC Monographs. Overall Evaluation of Carcinogenicity

Sodium Hypochlorite (CAS 7681-52-9) 3 Not classifiable as to carcinogenicity to humans.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity This product is not expected to cause reproductive or developmental effects.

Specific target organ toxicity - single exposure Hazardous by OSHA criteria.
May cause respiratory irritation. Specific Target Organ Toxicity (STOT), Single Exposure, Category 3.

Specific target organ toxicity - repeated exposure Not classified as a specific target organ toxicity -repeated exposure.

Aspiration toxicity Not expected to be an aspiration hazard.

Chronic effects Prolonged inhalation may be harmful. Chronic skin contact with low concentrations may cause dermatitis.

12. Ecological information

Ecotoxicity Toxic to aquatic life.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Aquatic		
<i>Acute</i>		
Crustacea	EC50 Water flea (Ceriodaphnia dubia)	40 mg/l, 48 hours

Components		Species	Test Results
Fish	LC50	Western mosquitofish (<i>Gambusia affinis</i>)	125 mg/l, 96 hours
Sodium Hypochlorite (CAS 7681-52-9)			
Aquatic			
Acute			
Crustacea	EC50	Water flea (<i>Daphnia magna</i>)	0.169 mg/l, 48 hours
Fish	LC50	Bluegill (<i>Lepomis macrochirus</i>)	0.58 mg/l, 96 hours

Persistence and degradability	Biodegradation is not applicable to inorganic substances.
Bioaccumulative potential	No accumulation in living organisms is expected due to high solubility and dissociation properties.
Mobility in soil	High water solubility indicates a high mobility in soil.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTIONS (RQ = 100)
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	III
Environmental hazards	
Marine pollutant	Yes
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	IB3, N34, T4, TP2, TP24
Packaging exceptions	154
Packaging non bulk	203
Packaging bulk	241

This product does the definition of a marine pollutant as described in 49 CFR section 171.8.

IATA

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	NO
ERG Code	8L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Other information	
Passenger and cargo aircraft	Allowed.
Cargo aircraft only	Allowed.

IMDG

UN number UN1791
UN proper shipping name HYPOCHLORITE SOLUTION
Transport hazard class(es)

Class 8

Subsidiary risk -

Packing group III

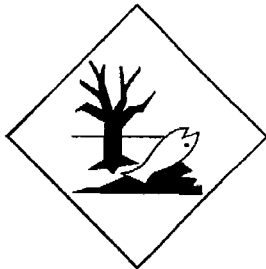
Environmental hazards

Marine pollutant No.

EmS F-A, S-B

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not available.

DOT**IATA; IMDG****Marine pollutant****15. Regulatory information****US federal regulations**

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2)

Listed.

Sodium Hypochlorite (CAS 7681-52-9)

Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories
 Immediate Hazard - Yes
 Delayed Hazard - No
 Fire Hazard - No
 Pressure Hazard - No
 Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical Yes

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations**US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)**

Not listed.

US. Massachusetts RTK - Substance List

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. New Jersey Worker and Community Right-to-Know Act

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. Pennsylvania Worker and Community Right-to-Know Law

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date	03-15-2015
Version #	01
HMIS	H: 3 F: 0 R: 1
NFPA	H: 3 F: 0 R: 1



List of abbreviations

Maximum use level for Sodium hypochlorite under NSF/ANSI Standard 60 - Maximum use in potable water is 84 mg/L for 12.5% bleach and 100 mg/L for 10.5% bleach.

ACGIH: American Conference of Governmental Industrial Hygienists
CAS: Chemical Abstract Services
CERCLA: Comprehensive Environmental Response, Compensation and Liability Act of 1980
CFR: Code of Federal Regulations
DOT: Department of Transportation
DSL: Domestic Substance List
EC: European Community
EINECS: European Inventory of Existing Commercial chemical Substances
EPA: Environmental Protection Agency
EPCRA: Emergency Planning and Community Right-to-Know Act
HSDB® - Hazardous Substances Data Bank
IARC: International Agency for Research on Cancer
IATA: International Air Transport Association
IBC: Intermediate Bulk Container
IMDG: International Maritime Dangerous Goods
LC: Lethal Concentration
LD: Lethal Dose
NOEC: No observable effect concentration
NTP: National Toxicology Program
OECD: Organisation for Economic Cooperation and Development
OSHA: Occupational Safety and Health Administration
PPE: Personal Protective Equipment
RCRA: Resource Conservation and Recovery Act
RTECS: Registry of Toxic Effects of Chemical Substances
SARA: Superfund Amendments and Reauthorization Act
SDS: Safety Data Sheet
STEL: Short Term Exposure Limit
TLV: Threshold Limit Values
TWA: Time Weighted Average
Prepared by: ICC The Compliance Center Inc. 1-888-442-9628
<http://www.thecompliancecenter.com>

Disclaimer

Disclaimer
This Safety Data Sheet was prepared by ICC The Compliance Center Inc. using information provided by / obtained from Allied Universal Corporation and CCOHS' Web Information Service. The information in the Safety Data Sheet is offered for your consideration and guidance when exposed to this product. ICC The Compliance Center Inc. and Allied Universal Corporation expressly disclaim all expressed or implied warranties and assume no responsibilities for the accuracy or completeness of the data contained herein. The data in this SDS does not apply to use with any other product or in any other process.

This Safety Data Sheet may not be changed, or altered in any way without the expressed knowledge and permission of ICC The Compliance Center Inc. and Allied Universal Corporation

Bibliography

Canadian Centre for Occupational Health and Safety, CCInfoWeb Databases, 2014
(Chempendium, RTECS, HSDB, INCHEM)
European Chemicals Bureau, Existing Chemicals Work Area, EINECS Information System, 2014.
Material Safety Data Sheet from manufacturer.
OECD - The Global Portal to Information on Chemical Substances - eChemPortal, 2014.



Melbourne City Council
October 14, 2025
City Manager's Item Report

Department:	Public Works & Utilities
Presenter:	Jennifer Spagnoli
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.e.

Subject:

Contract Award for Purchase of Manhole & Structures Rehabilitation for the Wastewater Collection Division.

Background/Consideration:

The Wastewater Collection Division has a Capital Improvement Project to rehabilitate sanitary sewer manholes in various locations throughout the City. Rehabilitation involves applying a protective spray, epoxy, or cementitious coating to the interior surfaces, which prevents corrosion and strengthens the structures. This process extends the service life of manholes, reduces the risk of premature failure, lowers long-term maintenance costs, and improves the City's overall return on investment.

The Contract value is \$1,000,000 annually with purchase orders issued on an as-needed basis.

Contract/Solicitation:

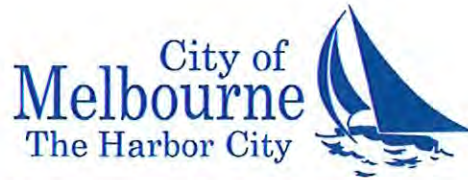
This contract utilizes the contract pricing from Sarasota County, Florida contract number IFB-252672FB. This contract expires on August 26, 2028, and has two (2) one-year renewal options available.

Fiscal/Budget Impact:

Funding is sufficient in Capital Improvement Project No. 32026 (Wastewater Collection-Rehab Sanitary Sewer Manholes in Various Easements).

Requested Action:

Approval of contract award for Purchase of Manhole & Structures Rehabilitation for the Wastewater Collections Division, Engineered Spray Solutions, LLC, Lakeland, FL - estimated annual cost of \$1,000,000.



Procurement Division • 900 E. Strawbridge Avenue • Melbourne, Florida 32901 • (321) 608-7060 • Fax (321) 608-7070

**AGREEMENT FOR PURCHASE OF SERVICES PREVIOUSLY BID
Manhole & Structures Rehabilitation**

This Agreement for Purchase of Services Previously Bid (this "Agreement") is made this _____, by and between the City of Melbourne, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, Florida 32901 (the "CITY"); and Engineered Spray Solutions, LLC, a Florida Limited Liability Company, whose address is 1306 Banana Road, Lakeland, Florida 33810 (the "CONTRACTOR").

RECITALS

WHEREAS the CITY desires to obtain Manhole & Structures Rehabilitation; and

WHEREAS, pursuant to an invitation for bids, Sarasota County, Florida entered into a contract with CONTRACTOR pursuant to the Sarasota County IFB #252672FB; and

WHEREAS, the CITY has reviewed the procurement process and scope of services of such competitively bid Sarasota County and has determined that it is an agreement that can be utilized by the CITY to purchase Manhole & Structures Rehabilitation pursuant to City Code, §2-576(1); and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of such Sarasota County; and

WHEREAS, the CITY desires to contract with the CONTRACTOR for the purchase of certain Manhole & Structures Rehabilitation utilizing the fees and expenses contained in the CONTRACTOR's existing agreement with Sarasota County as set forth in the Source Contract; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. Recitals.

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. Terms of the Source Contract.

The CONTRACTOR agrees to provide and the CITY agrees to purchase Manhole & Structures Rehabilitation in accordance with the prices, terms and conditions of the Manhole & Structures Rehabilitation dated August 27, 2025 between Sarasota County and Engineered Spray Solutions, LLC based on Sarasota County SR 2672-02 and SR 2672-03, attached hereto as Attachment 1 and incorporated herein by reference (the "Source Contract"), as modified in this Agreement. Nothing herein shall be read as a transfer, assignment or delegation of the Source Contract from Sarasota County to the City of Melbourne. This is a non-exclusive services contract.

Section 3. Amendment to the Source Contract.

The Source Contract, as it applies to the CITY and the CONTRACTOR, is hereby modified as set forth below.

3.1 Definitions.

All references in the Source Contract to "Sarasota County" or "County" shall be replaced with and refer to the "City of Melbourne, a Florida municipal corporation." All references in the Source Contract to the "contractor" or "the contractor" shall refer to the CONTRACTOR.

3.2 Expiration Date.

This Agreement shall expire on August 26, 2028 with two (2) one - year renewal options unless otherwise extended or terminated, as set forth in the Source Contract. However, any extension of the Agreement shall be at CITY's sole discretion.

3.3 Purchase Order.

On an as-needed basis, the CITY will issue a purchase order against this Agreement as authorization for the CONTRACTOR to provide said services. As requested by the CITY pursuant to a written purchase order issued by the CITY, the CONTRACTOR shall provide to the CITY the Services set forth in IFB # 252672FB utilizing the professional fees set forth in the Exhibit A-Unit Price Schedule of the Source Contract and all pursuant to the terms and conditions set forth in the Source Contract and this Agreement. All transaction related fees will be charged based on the Price Tables provided in the Exhibit A-Unit Price Schedule of the Source Contract.

3.4 Pricing.

For services provided under this Agreement, the CITY agrees to pay the CONTRACTOR an annual amount estimated to be ONE MILLION AND 00/100 DOLLARS (\$1,000,000). Payment by the CITY will be subject to the CITY's written authorization and, for transactional work, final acceptance of services performed by CONTRACTOR. Acceptance on behalf of the CITY is not effective until evidenced in writing and issued by the City Finance Director or designee. Notwithstanding the foregoing, the City's payment shall not constitute acceptance. For payment, CONTRACTOR must submit original invoice to the City of Melbourne, Accounts Payable Department, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

3.5 Contacts.

Section XVIII of the Source Contract shall be amended to reflect the following notice provisions:

If to the CITY, to: Procurement Manager
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901
Telephone: (321) 608-7065

With a copy to: Matthew Simon
City of Melbourne
900 East Strawbridge Avenue,
Melbourne, Florida 32901
Telephone: (321) 608-5171

If to the CONTRACTOR, to: Jacob Hensley
Engineered Spray Solutions, LLC
1306 Banana Road,
Lakeland, FL 33810
Telephone: (863) 308-0126
Email: jhensley@acus-us.com

3.6 General provisions.

The following shall be added as Section XXVI of the Source Contract:

XXVI. GENERAL PROVISIONS

1. Applicable Law. This Agreement is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Agreement shall be filed in Brevard County, Florida.
2. Time. Time is of the essence in the performance of this Agreement.
3. Invoicing and Payment. The City is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, et seq., Fla. Stat. and payment by the City shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Agreement. The CONTRACTOR agrees to invoice the City no later than sixty (60) days after performance of services. The City will not be obligated to make payment against any invoices submitted after such period.
4. NON-APPROPRIATION. All funds for payment by CITY under this Agreement are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Services provided under this Agreement, CITY will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the

continuance of this Agreement, CONTRACTOR on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Agreement beyond the date of termination.

5. DISPUTES. Notwithstanding anything to the contrary in the Source Contract, the parties agree that disputes will not be subject to arbitration.

6. RETENTION AND PUBLIC RECORDS

- A. CONTRACTOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONTRACTOR agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat..
- B. A request to inspect or copy public records relating to this Agreement must be made directly to the CITY and CONTRACTOR shall not release a public record in response to a request arising from anyone other than the CITY.
- C. To the extent CONTRACTOR is "acting on behalf of the CITY" CONTRACTOR shall be subject to the following provisions:
- (i) As required by §119.0701, Fla. Stat., CONTRACTOR shall
- (1) Keep and maintain public records required by the CITY to perform the services.
- (2) Upon request from the CITY, 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 by law.
- (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of the Contract and following 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 required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.
- (ii) The CONTRACTOR who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Agreement by CONTRACTOR. In the event of such breach, in addition to all other remedies available, CONTRACTOR shall pay to CITY all incidental and consequential damages arising from such breach, including attorneys' fees and costs incurred by the CITY in defending a public records action as well as those assessed against the CITY in such public records action.
- (iii) The term "public record" as used in this section 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 and in connection with the transaction of official business by or on behalf of the CITY. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the CITY's City Attorney's Office or the City Clerk's Office; provided that the CONTRACTOR hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by CONTRACTOR.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING
THE APPLICATION OF CHAPTER 119, FLORIDA
STATUTES, TO THE CONTRACTOR'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS**

**AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC
RECORDS AS FOLLOWS:**

**City Clerk
900 East Strawbridge Avenue
Melbourne, Florida 32901
Telephone: 321-608-7220
Email: City.Clerk@MLBFL.org**

7. E-Verify. The CONTRACTOR understands that contracts with the CITY are subject to Florida Statutes, §448.095(2) and the CONTRACTOR agrees to comply with the requirements of said statute. The CONTRACTOR shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095(2), Fla. Stat. Notwithstanding anything to the contrary in this contract, the CITY reserves the right to terminate this contract in accordance with §448.095(2), Fla. Stat.

8. These provision shall survive the termination of this Agreement.

Section 4. Disclosures, Representations and Certifications.

All disclosures and representations provided by CONTRACTOR pursuant to the Source Contract and the CONTRACTOR's responsive bid dated February 12, 2025 are hereby expressly represented as true and correct as of the date of this Agreement. All certifications provided by CONTRACTOR pursuant to the Source Contract are hereby expressly re-certified as true and correct as of the date of this Agreement. CONTRACTOR agrees and restates that the CITY has provided to the CONTRACTOR other and additional good and valuable consideration referenced within the Source Contract. CONTRACTOR further understands and agrees that CONTRACTOR and the CITY intends for and do rely upon such disclosures, representations and certifications in entering into this Agreement.

Section 5. Sovereign Immunity.

The CITY and the CONTRACTOR acknowledge that the CITY is Florida municipal corporation and a "state agency or subdivision" for purposes of §768.28, Fla. Statute, and enjoys sovereign immunity. Nothing in this Agreement shall be construed to alter the CITY's sovereign immunity or extend the CITY's liability beyond the limits established in Section 768.28, Florida Statutes, as amended from time to time.

Section 6. Indemnification.

CONTRACTOR shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated costs and expenses (including attorney's fees), which may hereafter incur, become responsible for, or pay out as a result of: death or personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment, and any clean-up costs in connection therewith, or any violation of law, governmental regulation or orders, to the extent caused by (i) CONTRACTOR'S breach of any term or provision of this Contract; (ii) any negligent or willful acts, errors, or omissions by CONTRACTOR, its employees, officers, agents, representatives, or subcontractors in the performance of this Contract; or (iii) dangerous defects in Services. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided.

Section 7. Miscellaneous.

- 7.1 The CITY and the CONTRACTOR represent that each, respectively, has full right, power and authority to execute this Agreement, and perform its respective obligations hereunder.
- 7.2 This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of, or amendment to, this Agreement must be in writing and executed by both parties.
- 7.3 If any term or provision in this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

Section 8. Insurance Requirements.

- A. Commercial General Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence/aggregate and a deductible amount of not more than \$10,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list the City of Melbourne as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of A or higher. Other specific policy endorsements may be required by the Contract, depending upon the type and scope of work to be performed. The CONTRACTOR shall require each Subcontractor to maintain Subcontractor's Commercial General Liability Insurance coverage with insurance company licensed in the State of Florida in amounts satisfactory to the CONTRACTOR or insure the activities of the Subcontractors in CONTRACTOR's own policy.
- B. Business Automobile Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles. In the event the CONTRACTOR does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONTRACTOR to maintain only Hired & Non-Owned Auto Liability Insurance.
- C. Workers Compensation & Employer's Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Florida Workers Compensation Insurance at Statutory limits and Employers Liability Insurance with limits of at least \$500,000 each accident, \$500,000 each disease/employee and \$500,000 per disease/policy limit. CONTRACTOR shall require their Subcontractor(s) similarly to provide Worker's Compensation Insurance for all of the latter's employees engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of employees not otherwise protected.
- D. Environmental Pollution Liability Insurance. VENDOR shall maintain in force for the duration of the contracted period Environmental Pollution Liability Insurance coverage for bodily injury, property damage, cleanup cost as well as defense costs incurred in the investigation or defense claims. Coverage shall apply to sudden and non-sudden pollution conditions, which result in bodily injury or property damage in an amount no less than \$1,000,000 per occurrence.
- E. Proof of Insurance. CONTRACTOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance. Such certificates shall clearly show the insurance coverage required by the Contract. In the case of Commercial General Liability Insurance, a copy of the Additional Insured Endorsement page issued by the underwriting insurance company showing that the City of Melbourne has been listed as an Additional Insured on the policy shall accompany the Certificate of Insurance.
- F. All coverage for CONTRACTOR's subcontractors shall be subject to all of the requirements stated herein.

Section 9. Conflicting Provisions.

In the event of a conflict between the provisions set forth in this Agreement and those contained in the Source Contract, the provisions set forth herein shall control.

Section 10. Effective Date.

This Agreement shall become effective upon the last of the parties to sign.

CITY OF MELBOURNE, FLORIDA
A Florida municipal corporation

By: _____
Jenni Lamb
City Manager
900 E. Strawbridge Avenue
Melbourne, Florida 32901

Date: _____

(CITY SEAL)

ATTEST: _____
Kevin McKeown, CITY Clerk

Attachments:
Attachment 1 – Source Contracts
Attachment 2 – Sarasota County Invitation For Bids

ENGINEERED SPRAY SOLUTIONS, LLC
A Florida limited liability company

By: _____

Name: _____ Jim Collier

Its _____ President

Address: _____ 1306 Banana Rd

_____ Lakeland FL 33810

Date: _____ 10/1/25

ATTACHMENT 1

SOURCE CONTRACT

On file in the Procurement Division



Melbourne City Council
October 14, 2025
City Manager's Item Report

Department:	Public Works & Utilities
Presenter:	Jennifer Spagnoli
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.f.

Subject:

Purchase of a Vactor 2100i Plus hydro excavator vacuum truck for the Water Distribution Division.

Background/Consideration:

This purchase is for the scheduled replacement of asset number 105439/unit number 2250, a 2016 hydro-excavator. The unit will be purchased via Sourcewell Contract Number 101221-VTR. A Letter of Intent was issued April 22, 2025 for this purchase. This unit comes with a standard one-year warranty, a two-year/250,000-mile/6,250 hour engine warranty, a 10-year metal water tank warranty, a five-year rust-through warranty on the debris tank and fan housing, a two-year Vactor Rodder Pump warranty, and a two-year electrical and electronics (non-chassis components) warranty. Lead time is an estimated nine to twelve months.

Contract/Solicitation:

The purchase price for the equipment is equal to the agreed-upon cost in the City's Purchase Letter of Intent document signed by the City on April 22, 2025.

Fiscal/Budget Impact:

Funding is available in account number 62000533-564000 (Water Distribution - Machinery and Equipment)

Requested Action:

Approval of the purchase of a Vactor 2100i Plus hydro excavator vacuum truck for the Water Distribution Division, Environmental Products Group, Inc., Deerfield Beach, FL - \$580,791.33.

PROPOSAL SUMMARY #108773

Prepared for: City of Melbourne – Water Distribution

Quote per the Sourcewell Contract # 101221-VTR

VACTOR®



Vactor 2100i Sewer Cleaner – Dual Axle

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy-Duty Kenworth T480 Tandem Axle Truck Chassis

City of Melbourne
Attn: Doug Effler
September 23rd, 2025

Vactor 2100i Sewer Cleaner

Environmental Products would like to thank you for the opportunity to present the following proposal for one new **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.

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
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- (3) Nozzles with Carbide Inserts w/Rack
- Suction Tube Storage - 4 Pipe
- 1" Nozzle Pipe
- 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks
- Dual Stainless-Steel Float Shut Off
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 60" Dump Height
- Additional Water Tank Sight Gauge
- Liquid Float Level Indicator
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump
- Performance Package: (Variable Flow, Dual PTO's. Dual Hydraulic Pumps)
- 1" Water Relief Valve for Vactor Water Pump
- Micro-strainer Prior to Blower
- Midship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Hydraulic Extending/Rotating 15" Hose Reel (1" x 800") Capacity
- Tachometer/Chassis Engine with Hour meter
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn

- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Hydraulic Tank Shutoff Valves
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- 8" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Fixed Rear Door Pipe Rack, 8" Pipe
- Low Water Alarm with Water Pump Flow Indicator
- 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
- Vactor 2100i Body Decal - Standard
- Vactor Standard Manual and USB Version - 1 + Dealer

Additional Features

- Roots 824-16" Hg. Blower
- 180 Degree Rotation, 10 Ft. Hydraulic Telescoping Boom, Front Loading 8" Suction Hose
- Rotatable Boom Inlet Hose
- Reinforced Telescopic Boom Elbow, Hard Hat Style
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- Hydraulic Cooling Package
- 1" x 600' Piranha Sewer Hose, 2500 PSI
- Additional Accumulator – On/Off Controls at Front Hose Reel
- Automatic Lubrication System
- Debris Body Washout
- Onboard Electronic Digital Scale w/Vacuum Relief
- Digital Water Level Indicator
- Digital Debris Body Level Indicator Tied to Vacuum Relief
- 6" Decant w/ Butterfly Valve, Rear Door, 3:00 Position
- 6" Decant System w/Knife Valve, Curbside
- Centrifugal Separators (Cyclones) – Stainless Steel - 304
- Folding Pipe Rack, Curbside, 8" Pipe

- Folding Pipe Rack, Streetside, 8" Pipe
- Rear Door Splash Shield
- Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display
- Debris Body Electric Vibrator
- Rodder Hose Pinch Roller
- Hydraulic Tool Package
- Rodder Pump Drain Valves
- High Pressure Hose Reel
- Final Filter and Silencer Ball Valve Drains
- Front Hose Reel Tool Storage
- Rear Directional Control, LED Split Arrowboard
- Front and Rear LED Strobe with Guard
- Wireless Handheld Rechargeable LED Spotlight
- 6 Lighting Package, 6 Federal Signal Strobe Lights, LED
- LED Mid-Ship Turn Signals
- Worklights (2), LED, Telescoping Boom
- Worklight, LED, Operators Station
- Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/ (2) LED Side Markers
- Toolbox, Behind Cab
- Toolbox, Driver's Side Frame
- Long Handle Tool Storage
- Camera System, Front, Rear and Both Sides
- Safety Cone Storage Rack – Drop in Style
- Water Cooler Storage Rack
- Vactor Standard Manual and USB Version - 1
- Work zone lighting package
- Ball Valve with Port on Water Tank for Hand Washing
- 300' Hydraulic Powered Pay In/Out Hose Reel Mounted Curbside in Toolbox
- No Screens to be Located Inside the Debris Body
- Polymer Kunkel Valves for Vacuum Relief
- Anti-Splash Valve
- Air Hose Reel Tied to Chassis Air System
- Install ONE (1) customer- supplied water meter at water fill

Chassis Options

- Current Model Year Kenworth T480 – 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
- Chassis Window Tint

Sourcwell Contract #101221-VTR Price: \$595,791.33

Discount: \$-15,000.00

Final Purchase Price: \$580,791.33

City of Melbourne Sourcwell Member ID # 19573

*** Quote is good for 60-days*



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

2100i Price Reference Sheet 3-4-2024

2025 Sewer Cleaner Price Reference Sheet 2100i Sourcewell Contract # 101221-VTR				
Sales Code	QTY	Description	Sourcewell Price	Sourcewell Price Extended
2115i-16	1	2100i PD - 16" Vacuum - 15 yrd Debris - Combo	\$310,360	\$310,360.23
010ISTD		Operator Station Curbside Toolbox	-	\$0.00
011ISTD		Aluminum Fenders	-	\$0.00
012ISTD		Mud Flaps	-	\$0.00
016ISTD		Color Coded Sealed Electrical System	-	\$0.00
019IASTD		Intuitouch Electronic Package	-	\$0.00
020ISTD		Double Acting Hoist Cylinder	-	\$0.00
025IASTD		Handgun Assembly	-	\$0.00
026ISTD		Ex-Ten Steel Cylindrical Debris Tank	-	\$0.00
030ISTD		Flexible Hose Guide	-	\$0.00
032ISTD		(3) Nozzles with Carbide Inserts w/Rack	-	\$0.00
045ISTD		Suction Tube Storage	-	\$0.00
046ISTD		1" Nozzle Pipe	-	\$0.00
048ISTD		10' Leader Hose	-	\$0.00
1001ISTD		Flat Rear Door w/Hydraulic Locks	-	\$0.00
1005ISTD		Dual Stainless Steel Float Shut Off System	-	\$0.00
1009ISTD		Full Rear Door Swinging Screen	-	\$0.00
1011ISTD		Microstrainer Prior to Blower	-	\$0.00
1023ISTD		Lube Manifold, with Lube Chart	-	\$0.00
1024ISTD		Debris Body Vacuum Relief System	-	\$0.00
1031ISTD		Debris Deflector Plate	-	\$0.00
1033ISTD		60" Dump Height	-	\$0.00
1041ISTD		Debris Body-Up Message and Alarm	-	\$0.00
1053ISTD		Stainless Steel Water Barrel for Jet Rodder Pump with Water Recycler	-	\$0.00
2001ISTD		Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator	-	\$0.00
2011ISTD		3"Y -Strainer at Passenger Side Fill with 25' Fill Hose	-	\$0.00
2022ISTD		Additional Water Tank Sight Gauge	-	\$0.00
2023ISTD		Liquid Float Level Indicator	-	\$0.00
3019ISTD		Digital Water Pressure Gauge	-	\$0.00
4000ISTD		180 deg. Non-Extending Boom	-	\$0.00
4006IASTD		Joystick Boom Control	-	\$0.00
4006ISTD		Front Joystick Boom Control	-	\$0.00
4010ISTD		Boom Hose Storage	-	\$0.00
4017ISTD		Boom Out of Position Message and Alarm	-	\$0.00
4022ISTD		Telescopic Boom Elbow-Standard	-	\$0.00
5010ISTD		Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve	-	\$0.00
5011ISTD		3"Y -Strainer @ Water Pump	-	\$0.00
5015ISTD		Midship Handgun Coupling	-	\$0.00
5019ISTD		Chassis Engine Cooling Package	-	\$0.00
5022ISTD		Side Mounted Water Pump	-	\$0.00
6005iDSTD		Digital Hose Footage Counter	-	\$0.00
6007ISTD		Hose Reel Manual Hyd Extend/Retract	-	\$0.00
6009ISTD		Hose Reel Chain Cover	-	\$0.00
6017ISTD		Hydraulic Tank Shutoff Valves	-	\$0.00
6019ISTD		Rodder Pump Drain Valves	-	\$0.00
6020iBSTD		Hydraulic Extending 15" - Rotating Hose Reel - 1"x800'Capacity	-	\$0.00
6025ISTD		Hose Wind Guide (Dual Roller)- Manual	-	\$0.00
7001ISTD		Tachometer/Chassis Engine w/Hourmeter	-	\$0.00
7003ISTD		Water Pump Hour Meter	-	\$0.00
7004ISTD		PTO Hour Meter	-	\$0.00
7005ISTD		Hydraulic Oil Temp Alarm	-	\$0.00
7007ISTD		Tachometer & Hourmeter/Blower	-	\$0.00
8000ISTD		Circuit Breakers	-	\$0.00
8025ISTD		LED Lights- Clearance- Back-up- Stop- Tail & Turn	-	\$0.00
9002ISTD		Tow Hooks- Front and Rear	-	\$0.00
9003ISTD		Electronic Back-Up Alarm	-	\$0.00
9021ISTD		Camera System- Rear Only	-	\$0.00
i110STD		Module Paint- DuPont Imron Elite - Wet on Wet	-	\$0.00
S390ASTD		8" Vacuum Pipe Package	-	\$0.00
S560STD		Emergency Flare Kit	-	\$0.00
S590STD		Fire Extinguisher 5 Lbs.	-	\$0.00
1003i	1	Debris Body Washout	\$1,924	\$1,924.48
1004iB	1	Onboard Electronic/Digital Scale system with Vacuum Relief	\$15,785	\$15,784.81
1007i	1	6" Rear Door Butterfly Valve - 3:00 position	\$1,025	\$1,025.29
1012i	1	6" Decant System w/ Air Actuated Knife Valve - Curbside	\$2,883	\$2,882.84
1014iA	1	Centrifugal Separators (Cyclones)- 304 Stainless Steel	\$8,672	\$8,671.80
1015i	1	Folding Pipe Rack - Curbside -8" Pipe	\$1,336	\$1,335.69
1015iA	1	Folding Pipe Rack - Streetside -8" Pipe	\$1,336	\$1,335.69
1015iBFSTD	1	Fixed Rear Door Pipe Rack -8" Pipe	-	\$0.00
1016ISTD	1	Subframe Mounted -2 Pipe Rack -8"	-	\$0.00
1022i	1	Rear Door Splash Shield	\$1,959	\$1,959.40
1026i	1	Debris Body Vibrator- Electric	\$3,422	\$3,422.16
2018i	1	Additional Water- 1500 Gal Total	\$5,115	\$5,114.81
3020i	1	Digital Water Level Indicator	\$857	\$856.51
3021i	1	Digital Debris Body Level Indicator Tied to Vacuum Relief	\$1,149	\$1,149.45

2100i Price Reference Sheet 3-4-2024

Sales Code	QTY	Description	Sourcewell Price	Sourcewell Price Extended
4011iB	1	Bellypack Wireless Controls with hose reel controls- 2-way communications- and LCD Di	\$3,961	\$3,961.48
4013i	1	Rotatable Boom Inlet Hose	\$722	\$721.68
4015i	1	180 deg. 10ft Telescoping Boom	\$19,460	\$19,460.14
4020i	1	Anti Splash Valve- Body Inlet	\$479	\$479.18
4022iA	1	Telescopic Boom Elbow- Hard Hat Style	\$577	\$577.15
5002iA	1	80 GPM/2500 PSI Jet Rodder pump	-	\$0.00
5010iA	1	Rodder System Accumulator - Jack Hammer on/off Control at Hose Reel	\$996	\$996.19
5016i	1	Additional Rodder System Accumulator (Manual Operation)	\$3,308	\$3,307.70
6002iB	1	600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$1,155	\$1,155.27
6004iD	1	Rodder Hose Pinch Roller	\$1,772	\$1,772.19
6013i	1	Hydraulic Tool Package	\$1,840	\$1,840.09
6014i	1	High Pressure Hose Reel	\$1,859	\$1,859.49
6019iA	1	Final Filter and Silencer Ball Valve Drains	\$562	\$561.63
6031i	1	Front Hose Reel Tool Storage	\$375	\$375.39
8001iL	1	Rear Directional Control- LED Split Arrowboard	\$2,737	\$2,737.34
8002iA	1	Wireless- Waterproof- Rechargeable- Handheld- LED Spot Light w/12V Charger	\$453	\$452.99
8004iF	1	Rear Mounted- LED Beacon Light w/ Limb Guard	\$1,295	\$1,294.95
8004iG	1	Front Mounted- LED Beacon Light w/ Limb Guard	\$1,295	\$1,294.95
8020iE	1	Lighting Package- 6 Federal Signal Strobe Lights	\$1,969	\$1,969.10
8027i	1	LED Mid-Ship Turn Signals	\$680	\$679.97
8028i	1	Worklights (2)- LED-Boom	\$1,005	\$1,004.92
8029iA	1	Worklight- LED- Operators Station	\$747	\$746.90
9021iB	1	Camera System- Front- Rear and Both Sides	\$1,896	\$1,896.35
9023i	1	Safety Cone Storage Rack - Drop in Style	\$206	\$0.00
9024i	1	Water Cooler Storage Rack	\$206	\$205.64
9070iA	1	Toolbox- Front Bumper Mounted- 16 x 12 x 18 w/(2) LED Side Markers	\$2,484	\$2,484.17
9070iB	1	Long Handle Tool Storage	\$439	\$439.41
9071iF	1	Toolbox- Behind Cab - 14w x 36h x 96d	\$3,993	\$0.00
9072iB	1	Toolbox- Driver Side Chassis Frame- 24w x 24h x 24d	\$2,008	\$2,007.90
i124STD	1	Vactor 2100i Body Decal- Standard	-	\$0.00
R20195	1	Workzone Lighting Package - LED	\$2,750	\$2,750.00
R24865	1	2" Port with Ball Valve at Water Tank for Hand Washing	\$810	\$810.00
R24064	1	Hydraulically Powered Pay In/Out Lateral Hose Reel with 300' of 1/2" Hose - Side Mounted and located inside Toolbox	\$10,658	\$10,658.00
R00001	1	Remove all Screens from Debris Body	\$0	\$0.00
R22940	1	Install One (1) Customer Supplied Water Meter	\$5,825	\$5,825.00
L00001	1	Lubecore Automatic Lubrication System	\$9,978	\$9,978.00
L00002	1	Polymer Kunkel Valve Screens in lieu of Steel	\$285	\$285.00
L000003	1	Air Hose Reel Tied to Chassis Air System	\$2,150	\$2,150.00
L00004	1	Chassis Window Tint	\$450	\$450.00
CHASSIS	1	Kenworth T480, 370 HP, Automatic Allison Transmission	\$152,780	\$152,780.00
Discount	-1	One Time Customer Discount	-\$15,000	-\$15,000.00
FINAL TOTAL				\$580,791.33



ENVIRONMENTAL
PRODUCTS GROUP

PURCHASE LETTER OF INTENT

Effective Date: March 6, 2025

RE: Purchase of : New Vactor 2100i mounted on a Kenworth T480

This purchase letter of intent (the "Letter of Intent") represents the basic terms agreed upon by the Buyer and Seller. After this Letter of Intent has been made, a formal sales agreement or Purchase Order may be constructed to the benefit of the Parties involved.

I. The Buyer: City of Melbourne (the "Buyer").

II. The Seller: Environmental Products Group, Inc. (the "Seller").

III. The Product: The Buyer intends to purchase the following:

Product: One new Vactor 2100i mounted on a Kenworth T480 per proposal summary # 108773. (the "Product").

The Buyer intends to purchase One (1) Vactor Sewer Cleaner for \$580,791.33 total.

Non-Binding – Therefore, the parties acknowledge that this Letter of Intent is not enforceable by any Party. The terms outlined herein are solely for the purposes of holding this specific piece of equipment and completing the transaction in the future, of which Buyer and Seller are not bound.

X. Acceptance: If you are agreeable to the aforementioned terms, please sign this Letter of Intent.

SELLER

Seller's Signature Nick Causey Date: March 6th, 2025

Print Name: Nick Causey Sales Manager, EPG

BUYER

Buyer's Signature Jenni Lamb Date: 4/22/25

Print Name: Jenni Lamb



www.myEPG.com



855.552.3742



salesinfo@myEPG.com

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, iMPACT and Ramjet	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
2100 Series, iMPACT and Guzzler only	5 years against leakage of debris tank, centrifugal compressor or fan housing due to rust-through.
2100 Series, iMPACT and Ramjet	2 years - Vactor Rodder Pump
ALL Models starting with 21-09X-XXXXX and beyond	2 year- Electrical & Electronics (excludes Chassis components)

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended, nor intended, or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364



9-1-2021

Medium Duty

Standard and Extended Warranty

Medium Duty Warranty Schedule - United States and Canada

Your Kenworth is a major achievement in engineering, designed to operate more efficiently, productively and reliably over the life of your investment. And backed by one of the strongest standard warranties in the industry.

Basic Vehicle	Months	Miles	Kilometers**
100% Parts and Labor	1	Unlimited	Unlimited

Major Components	Months	Miles	Kilometers
Eaton, Meritor & Dana Spicer front axle, beam, spindles, kingpin and kingpin bushings	24	Unlimited	Unlimited
Eaton, Meritor & Dana Spicer rear axle, differential assembly, axle shafts and axle housing			
Manual transmissions, gears, shafts, case and bell housing			
Eaton auto shift			
Bendix and Meritor brakes, brackets, cam shafts, spiders and slack adjusters (excludes Air Disc Brakes)			

Frame, Gussets, Crossmembers, Cab/Hood Structure, and Cab/Hood Corrosion	Months	Miles	Kilometers
Frame rails, gussets and crossmembers	36	Unlimited	Unlimited
Structural components of the cab and hood			
Cab and hood perforation caused by corrosion from within. This warranty does not apply to corrosion caused by damage to a cab panel or to finish paint			

Other Coverage	Months	Miles	Kilometers
PACCAR Batteries - Charge and Start System	1	Unlimited	Unlimited
Heater/Air Conditioner (HVAC)	1	Unlimited	Unlimited
Gaskets and Wheel Seals	1	50,000	80,000
Cab and Hood Paint	1	100,000	160,000
Frame Paint - Black only	1	100,000	160,000
Frame Paint - All colors other than black	6	50,000	80,000
Frame Paint - Logger mixer, Dump, Refuse, Oil Field and Construction applications	3	25,000	40,000
Severe Service Vehicle - All Kenworth installed components except as excluded (Severe Service vehicles are those operated 10% or more on class C or D roads)	1	50,000	80,000

PACCAR PX-7 Engine Basic Engine Warranty

- Basic Engine Coverage - (All applications except fire apparatus truck) - Thirty-six (36)* months - no mileage limitation.
- Fire Apparatus Truck Applications - 60 Months or 100,000 miles, whichever occurs first. (Owner is responsible for a US\$100 deductible per each service visit in the 3rd, 4th and 5th years of warranty.)

PACCAR PX-9 Engine Basic Engine Warranty

- Basic Engine Coverage - (All applications except fire apparatus truck) - Twenty-four (24) months or 250,000 miles or 6,250 hours, whichever occurs first.
- Fire Apparatus Truck Applications - 60 Months or 100,000 miles, whichever occurs first. (Owner is responsible for a US\$100 deductible per each service visit in the 3rd, 4th and 5th years of warranty.)

*EPA 2013 - 24 Months/Unlimited Miles, EPA 017 - 36 Months /Unlimited Miles ** Canada Only



Melbourne City Council
October 14, 2025
City Manager's Item Report

Department:	Public Works & Utilities
Presenter:	Jennifer Spagnoli
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.g.

Subject:

Purchase of 16 pursuit-rated vehicles for the Police Department.

Background/Consideration:

This purchase is for the scheduled replacement of 16 pursuit-rated vehicles for the Police Department. Asset numbers 105380, 105514, 105515, 105574, 105584, 105585, 105715, 105716, 105719, 105720, 105721, 105723, 105791, 105792, 105794, 105797 (2016 to 2019 model year pursuit rated vehicles) are being replaced with hybrid pursuit-rated SUVs. A Letter of Intent was issued to the vendor on July 29, 2025. These vehicles will be purchased using Sourcewell Contract Number 2025 091521-NAF and 032824-NAF and come with a three-year/36,000-mile bumper-to-bumper warranty and five-year/100,000-mile power-train warranty, and an eight-year/100,000-mile hybrid component warranty. Lead time for delivery is estimated at three to four months.

Contract/Solicitation:

The purchase price for the vehicles is equal to the agreed-upon cost of the City's Intent to Purchase document signed by the City on July 29, 2025.

Fiscal/Budget Impact:

Funding is available in the Machinery & Equipment Replacement Fund, CME No. M2608 - Replacement Patrol Vehicles (Sedan to Hybrid SUV) - Account 321420-564000-M2608 and CME No. M2609 - Replacement Patrol Vehicles (SUV to Hybrid SUV) - Account 321420-564000-M2609.

Requested Action:

Approval of the purchase of 16 pursuit-rated vehicles for the Police Department, Alan Jay Ford, Sebring, FL - \$719,840.

ALAN JAY

FLEET SALES

Contract Number: 2025 091521-NAF & 032824-NAF

Quote ID: 64741

Agency: MELBOURNE, CITY OF

Date: 7/17/2025

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (16) 2026 FORD POLICE INTERCEPTOR UTILITY AWD (99W 44U), please review carefully and contact us with any errors or changes.

MSRP: \$50,745.00

Base Price: \$44,500.00

Factory Options: \$490.00

Aftermarket Options: \$0.00

Vehicle Price: \$44,990.00

Purchase Total: Qty (16) \$719,840.00

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: CHRISTY SELF / 904-838-4999 / Christy.Self@AlanJay.com

ALAN JAY FLEET SALES

Sourcewell
Approved by NJPA

Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)

DIRECT 863-385-9610

WWW.ALANJAY.COM

Quote
64741-1

Corporate Office 2003 U.S. 27 South
Sebring, FL 33870

MOBILE 904-838-4999
FAX 863-402-4221

Mailing Address P.O. BOX 9200
Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
7/17/2025

QUICK QUOTE SHEET

REVISED QUOTE DATE
7/17/2025

REQUESTING AGENCY **MELBOURNE, CITY OF**
CONTACT PERSON **DANNY FRENCH**
PHONE **321-608-5406**

EMAIL DANIEL.FRENCH@MLBFL.ORG
FAX

SOURCEWELL CONTRACT # 2025 091521-NAF & 032824-NAF

www.NationalAutoFleetGroup.com

MODEL **K8A 500A**
2026 FORD POLICE INTERCEPTOR UTILITY AWD (99W 44U)

MSRP **\$50,745.00**

CUSTOMER ID

CONTRACT PRICE **\$44,500.00**

BED LENGTH

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS

DESCRIPTION

UM	Agate Black	\$0.00
9W	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	\$0.00
99W	Engine: 3.3L V6 Direct-Injection Hybrid System	\$0.00
44B	Transmission: 10-Speed Automatic	\$0.00
153	OPTIONS Front License Plate Bracket	\$0.00
500A	Order Code 500A	\$0.00
52P	Hidden Door-Lock Plunger	\$155.00
68G	Rear-Door Controls Inoperable	\$0.00
76D	Underbody Deflector Plate	\$335.00
—	3.73 Axle Ratio	\$0.00
4KR	(2) Additional keys and remotes, cut and programmed.	\$0.00
25MY-PIU	***NEW STD FEATURES** INTERIOR/COMFORT — Climate Control — Rear Aux A/C System — Dark Car — Red and White Dome Lamp in Cargo Area — Speedometer — New LCD 12.3» Display, Rear Camera On-Demand FUNCTIONAL — 100Watt Siren/Speaker Prep Kit — UIS Upfitter Interface System — PAITRO output tied to liftgate release switch EXTERIOR— Tail Lamp Prep Kit— SAFETY/SECURITY BLIS® — Blind Spot Monitoring with Cross-traffic Alert— Cross Traffic Brake Assist— Police Perimeter Alert detects motion in an approximately 270-degree radius on sides and back of vehicle— Rearview Camera viewable on 8" Center Stack Screen	\$0.00

FACTORY OPTIONS **\$490.00**

CONTRACT OPTIONS

DESCRIPTION

NO-TEMP TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK. **\$0.00**

CONTRACT OPTIONS **\$0.00**

TRADE IN

TOTAL COST **\$44,990.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) QTY 16 **\$719,840.00**

Estimated Annual payments for 60 months paid in advance: \$10,344.13 Extended: \$165,506.09

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

CHRISTY SELF

GOVERNMENT ACCOUNT MANAGER Christy.Self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2026 Ford Police Interceptor Utility (K8A) AWDMSRP:\$48,550.00

Interior:Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Exterior 1:Agate Black

Exterior 2:No color has been selected.

Engine: 3.3L V6 Direct-Injection Hybrid System

Transmission: 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
K8A	[Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD	\$48,550.00
OPTIONS		
153	Front License Plate Bracket	\$0.00
44B	Transmission: 10-Speed Automatic	\$0.00
500A	Order Code 500A	\$0.00
52P	Hidden Door-Lock Plunger	\$160.00
68G	Rear-Door Controls Inoperable	Inc.
76D	Underbody Deflector Plate	\$340.00
99W	Engine: 3.3L V6 Direct-Injection Hybrid System	\$0.00
9W	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 25990. Data Updated: Jul 16, 2025 7:45:00 PM PDT.



ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD (Complete)

UM	Agate Black	\$0.00
—	3.73 Axle Ratio	\$0.00
SUBTOTAL		\$49,050.00
Adjustments Total		\$0.00
Destination Charge		\$1,695.00
TOTAL PRICE		\$50,745.00

FUEL ECONOMY

Est City:N/A
Est Highway:N/A
Est Highway Cruising Range:N/A

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 25990. Data Updated: Jul 16, 2025 7:45:00 PM PDT.



ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD (Complete)

Standard Equipment

Mechanical

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: 136-MPH top speed (STD)
Transmission: 10-Speed Automatic (STD)
3.73 Axle Ratio (STD)
50-State Emissions System
Transmission w/Driver Selectable Mode and Oil Cooler
Automatic Full-Time All-Wheel
Engine Oil Cooler
92-Amp/Hr 850CCA Maintenance-Free Battery
Hybrid Electric Motor 220 Amp Alternator
Class III Towing Equipment -inc: Hitch
Trailer Wiring Harness
Police/Fire
6840# Gvwr 1500# Maximum Payload
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
19 Gal. Fuel Tank
Dual Stainless Steel Exhaust
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
Tires: 255/60R18 AS BSW
Steel Spare Wheel
Full-Size Spare Tire Mounted Inside Under Cargo
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 25990. Data Updated: Jul 16, 2025 7:45:00 PM PDT.



ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Exterior

Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Body-Colored Bodyside Cladding and Black Wheel Well Trim
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window w/Wiper, Heated Wiper Park and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Lip Spoiler
Black Grille
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Auto On/Off Projector Beam Led Low/High Beam Headlamps
LED Brakelights

Entertainment

Radio w/Seek-Scan and Speed Compensated Volume Control
Radio: AM/FM/MP3 Capable -inc: 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem, Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts, Device enables optional telematics services through Ford or authorized providers via paid subscription, Subscribe at <https://fordpro.com/en-us/telematics/> or call 1-833-811-FORD (3673)
SYNC Phoenix Communication & Entertainment System -inc: hands-free voice command support compatible w/most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack
Integrated Roof Antenna
1 LCD Monitor In The Front

Interior

8-Way Driver Seat
Passenger Seat
35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
Manual Tilt/Telescoping Steering Column

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 25990. Data Updated: Jul 16, 2025 7:45:00 PM PDT.



ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Interior

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Compass

Remote Keyless Entry

Remote Releases -Inc: Power Cargo Access

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

Rear HVAC

HVAC -inc: Underseat Ducts

Locking Glove Box

Driver Foot Rest

Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 8-way power track w/2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks

Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Carpet Floor Trim

Cargo Features -inc: Cargo Tray/Organizer

Cargo Space Lights

Smart Device Remote Engine Start

Fleet Telematics Modem Tracker System

Dashboard Storage, Driver And Passenger Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 25990. Data Updated: Jul 16, 2025 7:45:00 PM PDT.



ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Interior

Delayed Accessory Power
Power Door Locks
Driver Information Center
Redundant Digital Speedometer
Trip Computer
Digital/Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm
2 12V DC Power Outlets
Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Reverse Sensing System Rear Parking Sensors
BLIS (Blind Spot Information System) Blind Spot
Pre-Collision Assist with Pedestrian Detection
Rear Cross-Traffic Braking
Collision Mitigation-Front
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Passenger Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 25990. Data Updated: Jul 16, 2025 7:45:00 PM PDT.



ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Safety-Interior

Back-Up Camera w/Washer

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 100,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Hybrid/Electric Components Years: 8
Hybrid/Electric Components Miles/km: 100,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 25990. Data Updated: Jul 16, 2025 7:45:00 PM PDT.

The City of Melbourne



Public Works & Utilities Department • 2885 Harper Road, Melbourne, FL 32904 • (321) 608-5000

VIA EMAIL (ChristySelf@alanjay.com)

7/29/2025

Alan Jay Fleet Sales
ATTN: Christy Self

Re: Intent to Purchase Vehicles

Dear Ms. Self,

This letter serves as a non-binding notice of the City's intent to purchase the following vehicles:

DEPARTMENT	VEHICLE DESCRIPTION	VENDOR	QUOTE #	QTY	PRICE	EXT PRICE
POLICE	Ford Interceptor Hybrids	ALAN JAY	64741-1	16	\$44,990	\$719,840.00
Total				16		\$719,840.00

The City of Melbourne understands that Ford Motor Company is allocating vehicles based on production capacity, the amount of order demand, and the City's order history with Ford. The City understands this letter does not guarantee the vehicles listed above will be produced and available for purchase. The total quoted estimated purchase price for these sixteen (16) vehicles is \$719,840.00. The City's purchase is subject to expenditure approval by the City Council as well as issuance of a purchase order by the City.

Please contact me or Jenni Lamb if you should have any questions about this notice.

Regards,

Daniel French
Fleet Manager

Jenni Lamb
City Manager



Melbourne City Council
October 14, 2025
City Manager's Item Report

Department:	Information Technology
Presenter:	Kevin Burns
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.h.

Subject:

Purchase of SolarWinds Monitoring and Observability Dashboard for the Information Technology Department.

Background/Consideration:

SolarWinds is a full suite of software modules for the security, management, operations, and maintenance of information systems and networks. SolarWinds provides Information Technology (IT) managers and administrators with real-time data and reporting to make decisions that impact the availability and integrity of the City of Melbourne's critical IT infrastructure. The City currently utilizes SolarWinds to monitor information systems and networks, in addition to monitoring the performance and availability of network infrastructure components. The City also utilizes SolarWinds to backup and restore network configurations, monitor system logs, report network outages, and troubleshoot complex network performance problems.

Contract/Solicitation:

This purchase utilizes the contract pricing from State of Florida contract number 43230000-23-NASPO-ACS. The quoted pricing is equal to the contract pricing. This contract expires on April 24, 2027. Year 1 \$49,167.33, Year 2 \$49,465.68, Year 3 \$49,793.83.

Fiscal/Budget Impact:

This item is in the Fiscal Year 2026 adopted budget in Information Technology, Computer Software, Line 38 (13000516-552020-038).

Requested Action:

Approval to purchase of SolarWinds Monitoring and Observability Dashboard for the Information Technology Department, Insight Public Sector, Inc., Chandler, AZ - first year cost of \$49,167.33 and a total three-year contract cost of \$148,426.84.

GOVERNMENT - PRICE QUOTATION

CARASOFT TECHNOLOGY CORP

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARASOFT.COM | SOLARWINDS@CARASOFT.COM



TO: DJ McBride
Client Operations Account Manager
Insight/Insight Public Sector
2701 E Insight Way
Chandler, AZ 85286 USA

FOR: Will Hersey
Infrastructure Manager
City of Melbourne
900 E. Strawbridge Ave.
Melbourne, FL 32901 USA

FROM: Hunter McClain
Carahsoft Technology Corp.
SolarWinds Government Team
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: dj.mcbride@insight.com
PHONE: (501) 505-4707

EMAIL: william.hersey@mlbfl.org
PHONE: (321) 608-7701

EMAIL: Hunter.McClain@carahsoft.com
PHONE: (571) 662-3752
FAX: (703) 871-8505

TERMS: FTIN: 52-2189693
Shipping Point: FOB Destination
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Credit Cards: VISA/MasterCard/AMEX
Credit Card Fees May Apply
Sales Tax May Apply

QUOTE NO: 60254720
QUOTE DATE: 09/22/2025
QUOTE EXPIRES: 11/23/2025
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$148,426.84
TOTAL QUOTE: \$148,426.84

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 1						
1	2256105	SolarWinds Observability Self-Hosted Advanced A500 (up to 500 nodes) - Subscription Conversion SolarWinds - 2256105 Serial #: SW21903336	\$52,268.00	\$44,483.40	OM 1	\$44,483.40
2	2061001	SolarWinds Engineer's Toolset Per Seat License (includes one desktop install & one web named user) - Subscription Conversion SolarWinds - 2061001 Serial #: SW21903336	\$1,997.00	\$1,699.57	OM 1	\$1,699.57
3	2130001	SolarWinds Serv-U Managed File Transfer Server Per Seat License - Subscription Conversion SolarWinds - 2130001 Serial #: SW21903336	\$4,019.00	\$2,531.80	OM 1	\$2,531.80
4	2088001	SolarWinds Kiwi Syslog Server NG - Single Install - Subscription Conversion SolarWinds - 2088001 Serial #: SW21903336	\$999.00	\$452.56	OM 1	\$452.56
YEAR 1 SUBTOTAL:						\$49,167.33
YEAR 2						
5	2256105	SolarWinds Observability Self-Hosted Advanced A500 (up to 500 nodes) - Subscription SolarWinds - 2256105 Serial #: SW21903336	\$52,268.00	\$44,483.40	OM 1	\$44,483.40
6	2061001	SolarWinds Engineer's Toolset Per Seat License (includes one desktop install & one web named user) - Subscription SolarWinds - 2061001 Serial #: SW21903336	\$1,997.00	\$1,699.57	OM 1	\$1,699.57

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SOLARWINDS@CARAHSOFT.COM



LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
7	2130001	SolarWinds Serv-U Managed File Transfer Server Per Seat License - Subscription SolarWinds - 2130001 Serial #: SW21903336	\$4,019.00	\$2,784.91	OM 1	\$2,784.91
8	2088001	SolarWinds Kiwi Syslog Server NG - Single Install - Subscription SolarWinds - 2088001 Serial #: SW21903336	\$999.00	\$497.80	OM 1	\$497.80
YEAR 2 SUBTOTAL:						\$49,465.68
YEAR 3						
9	2256105	SolarWinds Observability Self-Hosted Advanced A500 (up to 500 nodes) - Subscription SolarWinds - 2256105 Serial #: SW21903336	\$52,268.00	\$44,483.40	OM 1	\$44,483.40
10	2061001	SolarWinds Engineer's Toolset Per Seat License (includes one desktop install & one web named user) - Subscription SolarWinds - 2061001 Serial #: SW21903336	\$1,997.00	\$1,699.57	OM 1	\$1,699.57
11	2130001	SolarWinds Serv-U Managed File Transfer Server Per Seat License - Subscription SolarWinds - 2130001 Serial #: SW21903336	\$4,019.00	\$3,063.33	OM 1	\$3,063.33
12	2088001	SolarWinds Kiwi Syslog Server NG - Single Install - Subscription SolarWinds - 2088001 Serial #: SW21903336	\$999.00	\$547.53	OM 1	\$547.53
YEAR 3 SUBTOTAL:						\$49,793.83
SUBTOTAL:						\$148,426.84
TOTAL PRICE:						\$148,426.84
TOTAL QUOTE:						\$148,426.84

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SOLARWINDS@CARAHSOFT.COM



This is a multi-year contract which is paid annually according to the schedule above

CURRENCY: USD

PLEASE SEND ALL ORDERS TO SOLARWINDS@CARAHSOFT.COM

PLEASE REFERENCE QUOTE # AND APPLICABLE CONTRACT # ON ALL ORDERS

SolarWinds Channel End User Terms:

Subscription License Term commitment to be billed annually at the anniversary date for a total commitment value captured in the quote's billing schedule. Prior to each anniversary date of the Subscription License Term, SolarWinds will reach out to collect your annual purchase order if one is not provided for the full value at time of purchase. You are solely responsible for managing Your end user customer's payment obligations to You.

Reseller represents and warrants that Reseller shall either: i) cause the End User to agree to be bound by all terms and conditions of the End User Agreement located at <https://www.solarwinds.com/legal/eula> or <https://www.solarwinds.com/legal/software-services-agreement> (for SaaS products) to the extent consistent with U.S. Federal law, or ii) if Reseller is contracting with a higher tier subcontractor or prime contractor in support of a prime contract with End User, Reseller shall cause the higher tier subcontractor and/or prime contractor to require the End User receiving the SolarWinds Software, Maintenance, upgrades, training, and support to agree to all terms and conditions in the End User Agreement.

Subscription Commercial Specific Terms: Notwithstanding anything to the contrary set forth in the EULA, You may terminate Your Subscription Term License committed by You under an Order by providing SolarWinds with at least ninety (90) days written notice of termination prior to the end of the then-current annual period of the Subscription Term License. However, You understand and acknowledge that if You elect to terminate early in accordance with the preceding sentence, (a) any such termination shall only apply to any subsequent annual period(s) left on the committed Subscription Term License (and not the annual period in which You terminate, for which you remain fully responsible), and (b) You remain responsible for payment of twenty percent (20%) of the balance of Fees due for the remainder of the committed Subscription Term License.

For any Quotation containing Network Automation Manager (NAM) the following Terms and Conditions Shall also Apply:

Customer agrees to monitor only the number of nodes purchased as indicated on the Carahsoft Quote provided and only in accordance with the currently documented Scalability Engine Guidelines for SolarWinds Orion Products found at:

https://support.solarwinds.com/Customer_Success - Customer understands and agrees that if customer exceeds the documented guidelines it will be at customer's own risk and SolarWinds disclaims all liability related to customer's use outside of the documented guidelines.

36 Howard Drive·Ellisville, MS 39437
P.O. Box 1590·Laurel, MS 39441



888.912.3151 general·601.399.5077 fax
888.323.3151 technical support

A Division of Howard Industries, Inc.
www.Howard.com

Online Quotation

Quote No: BK6 1568254.00 **Quote Date:** September 22, 2025
Customer Name: Kevin Burns **Phone Number:** 3216087000
Company Name: Melbourne, FL - City **Fax Number:** 3219536279
Quote Name: multi year conversion Solarwinds quote

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	SolarWinds Observability Self-Hosted Advanced A500 (up to 500 nodes) - Subscription Conversion SolarWinds - 2256105 Serial #: SW21903336	1	\$51,503.00	\$51,503.00
2:	SolarWinds Engineer's Toolset Per Seat License (includes one desktop install & one web named user) - Subscription Conversion SolarWinds - 2061001 Serial #: SW21903336	1	\$1,968.00	\$1,968.00
3:	SolarWinds Serv-U Managed File Transfer Server Per Seat License - Subscription Conversion SolarWinds - 2130001 Serial #: SW21903336	1	\$2,932.00	\$2,932.00
4:	SolarWinds Kiwi Syslog Server NG - Single Install - Subscription Conversion SolarWinds - 2088001 Serial #: SW21903336	1	\$524.00	\$524.00
Sub-Total:				\$56,927.00
Shipping & Handling:				Included
Taxes:				Tax Exempt
Total for Item 1:				\$56,927.00

This Quote will expire on October 22, 2025.
Please include your Quote Number on your Purchase Order.

Item 2

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	SolarWinds Observability Self-Hosted Advanced A500 (up to 500 nodes) - Subscription SolarWinds - 2256105 Serial #: SW21903336	1	\$51,503.00	\$51,503.00
2:	SolarWinds Engineer's Toolset Per Seat License (includes one desktop install & one web named user) - Subscription SolarWinds - 2061001 Serial #: SW21903336	1	\$1,968.00	\$1,968.00
3:	SolarWinds Serv-U Managed File Transfer Server Per Seat License - Subscription SolarWinds - 2130001 Serial #: SW21903336	1	\$3,225.00	\$3,225.00
4:	SolarWinds Kiwi Syslog Server NG - Single Install - Subscription SolarWinds - 2088001 Serial #: SW21903336	1	\$577.00	\$577.00
Sub-Total:				\$57,273.00
Shipping & Handling:				Included
Taxes:				Tax Exempt
Total for Item 2:				\$57,273.00

This Quote will expire on October 22, 2025.
Please include your Quote Number on your Purchase Order.

Item 3

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	SolarWinds Observability Self-Hosted Advanced A500 (up to 500 nodes) - Subscription SolarWinds - 2256105 Serial #: SW21903336	1	\$51,503.00	\$51,503.00

2:	SolarWinds Engineer's Toolset Per Seat License (includes one desktop install & one web named user) - Subscription SolarWinds - 2061001 Serial #: SW21903336	1	\$1,968.00	\$1,968.00
3:	SolarWinds Serv-U Managed File Transfer Server Per Seat License - Subscription SolarWinds - 2130001 Serial #: SW21903336	1	\$3,547.00	\$3,547.00
4:	SolarWinds Kiwi Syslog Server NG - Single Install - Subscription SolarWinds - 2088001 Serial #: SW21903336	1	\$634.00	\$634.00

Sub-Total: \$57,652.00

Shipping & Handling: Included

Taxes: Tax Exempt

Total for Item 3: \$57,652.00

**This Quote will expire on October 22, 2025.
Please include your Quote Number on your Purchase Order.**

Total for all pre-configured items

Sub-Total: \$171,852.00
Shipping & Handling : Included
Taxes: Tax Exempt
Total: \$171,852.00

Notes:

FTIN: 52-2189693 Shipping Point: FOB Destination Remit To: Same as Above Payment Terms: Net 30 (On Approved Credit)

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS HEREIN AND ACCEPTANCE OF HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE (LOCATED AT: <https://www.howardcomputers.com/info/termsofsale.cfm>), WHICH ARE FULLY ADOPTED AND INCORPORATED HEREIN BY REFERENCE. PURCHASER'S SUBMISSION OF A PURCHASE ORDER PURSUANT TO THIS QUOTATION CONSTITUTES PURCHASER'S ACCEPTANCE OF AND AGREEMENT WITH HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE. HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS. A COPY OF THE ABOVE- REFERENCED GENERAL TERMS AND CONDITIONS OF SALE MAY ALSO BE OBTAINED BY CALLING 1-888-912-3151 OR EMAILING webmaster@howardcomputers.com.

Howard's product warranties, return policies and related information are also available at <https://www.howardcomputers.com/support/warranties.cfm> and <https://www.howardcomputers.com/support/returnpolicy.cfm>, or may be obtained by calling 1-888-912-3151 or emailing webmaster@howardcomputers.com.

Howard hereby reserves the right to unilaterally withdraw and/or revise any Quotation or quoted prices at any time, including in the event its manufacturing or procurement costs increase due to the imposition by the United States or any other country of new or higher tariff(s) or other similar taxes, duties, fees or charges.

TO: City of Melbourne
Vincent Vinueza
900 E. Strawbridge Ave.
Melbourne, FL 32901

Vincent.Vinueza@mlbfl.org
(p) .

FROM: PNS Orlando Millenia Lakes
Clint Griffin
5337 Millenia Lakes Blvd.
Suite 300
Orlando, FL 32839

clintgriffin@presidio.com
(p) +1.407.284.6668

BILL TO: CITY OF MELBOURNE

900 E. STRAWBRIDGE AVE
FINANCIAL SERVICES RM-535
Melbourne, FL 32901

SHIP TO: City of Melbourne

900 E. Strawbridge Ave
Information Technology RM-317
Melbourne, FL 32901

Customer#: CITYO413
Account Manager: Clint Griffin
Inside Sales Rep: Sylvre Fair
Title: CoM - SolarWinds Conversion Renewal 2025 (3yr)
Comments: SWID: SW21903336

Contract Vehicle: *Open Market

#	Part #	Description	List Price	Unit Price	Qty	Discount	Ext List Price	Ext Price
Year 1								
1	2256105	SolarWinds Observability Self-Hosted Advanced A500 (up to 500 nodes) - Subscription Conversion	\$52,268.00	\$49,455.23	1.00	5.39%	\$52,268.00	\$49,455.23
2	2061001	SolarWinds Engineer's Toolset Per Seat License (includes one desktop install & one web named user) - Subscription Conversion	\$1,997.00	\$1,889.54	1.00	5.39%	\$1,997.00	\$1,889.54
3	2130001	SolarWinds Serv-U Managed File Transfer Server Per Seat License - Subscription Conversion	\$4,019.00	\$2,814.77	1.00	29.97%	\$4,019.00	\$2,814.77
4	2088001	SolarWinds Kiwi Syslog Server NG - Single Install - Subscription Conversion	\$999.00	\$503.15	1.00	49.64%	\$999.00	\$503.15
Total (Year 1):							\$59,283.00	\$54,662.69
Year 2								
5	2256105	SolarWinds Observability Self-Hosted Advanced A500 (up to 500 nodes) - Subscription Conversion	\$52,268.00	\$49,455.23	1.00	5.39%	\$52,268.00	\$49,455.23
6	2061001	SolarWinds Engineer's Toolset Per Seat License (includes one desktop install & one web named user) - Subscription Conversion	\$1,997.00	\$1,889.54	1.00	5.39%	\$1,997.00	\$1,889.54
7	2130001	SolarWinds Serv-U Managed File Transfer Server Per Seat License - Subscription Conversion	\$4,019.00	\$3,096.18	1.00	22.97%	\$4,019.00	\$3,096.18
8	2088001	SolarWinds Kiwi Syslog Server NG - Single Install - Subscription Conversion	\$999.00	\$553.43	1.00	44.61%	\$999.00	\$553.43
Total (Year 2):							\$59,283.00	\$54,994.38

Year 3								
9	2256105	SolarWinds Observability Self-Hosted Advanced A500 (up to 500 nodes) - Subscription Conversion	\$52,268.00	\$49,455.23	1.00	5.39%	\$52,268.00	\$49,455.23
10	2061001	SolarWinds Engineer's Toolset Per Seat License (includes one desktop install & one web named user) - Subscription Conversion	\$1,997.00	\$1,889.54	1.00	5.39%	\$1,997.00	\$1,889.54
11	2130001	SolarWinds Serv-U Managed File Transfer Server Per Seat License - Subscription Conversion	\$4,019.00	\$3,405.72	1.00	15.26%	\$4,019.00	\$3,405.72
12	2088001	SolarWinds Kiwi Syslog Server NG - Single Install - Subscription Conversion	\$999.00	\$608.73	1.00	39.07%	\$999.00	\$608.73
Total (Year 3):							\$59,283.00	\$55,359.22

Total List Price:	\$177,849.00
Sub Total:	\$165,016.29
Grand Total:	\$165,016.29

Presidio Terms of Sale

Subject to these terms, quotations are valid for 30 days unless otherwise agreed by Presidio. Payment is due within 30 days from date of invoice unless otherwise agreed by the parties. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. Supply is subject to availability.

Acceptance of Third-Party Terms

Third-party cloud services, software, support and maintenance provided or resold by Presidio may be subject to additional third-party license and use terms. These terms may be included in a direct end user license agreement between you and the applicable OEM/developer/provider (each, a "Supplier") or they may be located at <https://www.presidio.com/supplier-terms> and incorporated herein by reference. By virtue of executing a purchase based on this quotation Client agrees to comply with and be bound by any such Supplier terms, except as prohibited by applicable law.

Master Agreements

If Presidio and Client have entered into a "Master" agreement ("Master") or similar contract covering the purchase(s) of goods and/or 3rd-party or Presidio-provided services, it is the agreement of the parties that the Master shall govern in the event of a conflict between the Master and the terms contained herein unless specifically modified by the parties for a specific quote.

Pricing

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax-exempt certificate is provided.
- The price quoted reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Presidio reserves the right to update any existing customer quote to reflect updated pricing in the event any Presidio vendors change the price that Presidio must pay for any software, goods or services resold, whether due to new taxes, tariffs or for any other governmentally imposed reason.

Invoicing

- CLIENT is invoiced for hardware ("Goods") upon shipment from the manufacturer ("OEM") and shall accept and pay for partial shipments. Software is invoiced the earlier of shipment of media or when download capability is provided. OEM subscription services are invoiced per the Service Provider terms. OEM – provided services are billed per the OEM SOW. Presidio services are billed per the Presidio SOW.
- Usage-Based Services Terms and Conditions. Presidio shall invoice CLIENT monthly for Usage-Based Services purchased by CLIENT. Notwithstanding the amounts included on the applicable purchase order, invoicing for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the preceding month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.

- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's late or non-payment.

Freight, Handling, Shipping

- CLIENT will be invoiced for Presidio's and/or the OEM's freight charges for shipment of goods.
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) - Origin unless otherwise agreed to in writing by Presidio. Orders shipped from OEM to Presidio or a third-party site at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT.
- Presidio accepts no responsibility / liability in connection with the shipment.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees. Client may be asked to execute a Presidio "Warehousing Agreement". CLIENT must provide primary insurance coverage for CLIENT equipment held in a Presidio warehouse.

Warranty and Limitation of Liability

PRODUCT IS WARRANTED BY THE MANUFACTURER, NOT BY PRESIDIO. PLEASE CONSULT MANUFACTURER FOR WARRANTY TERMS. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

Return Policy

- CLIENTS return rights are subject to the return policies of the applicable OEM which may include the imposition of fees.

Cancellation Policy

- CLIENT's cancellation of purchase orders is subject to the cancellation policies of the applicable OEM which may include the imposition of fees.

Leases

- In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

Software terms

• Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use of Software..

• Delivery of software licenses may be accomplished electronically from the software developer.

• Delivery of software maintenance, including upgrades and updates are agreed to be accepted electronically.

Term and Termination of Orders: Subscription and/or Usage-Based Services, Enterprise Agreements and Multi-Year Orders

• The "Initial Term" of an order for Usage-Based Services and/or and Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and continues for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the Renewal Term.

• Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements

• For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

Confidential Information

• CLIENT agrees that any quote provided by Presidio is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose.

Export Law Compliance

• CLIENT has been advised that any hardware or software provided to CLIENT via a Presidio quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

Miscellaneous Terms

• Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date



Pricing Proposal
Quotation #: 26667278
Created On: 9/23/2025
Valid Until: 11/23/2025

FL-City of Melbourne

Vincent Vinueza

900 E. STRAWBRIDGE AVE
FINANCE DEPT/ACCOUNTING
MELBOURNE, FL 32901
United States
Phone: 321-608-7705
Fax:
Email: vincent.vinueza@mlbfl.org

PubSec Inside Account Manager

Steve Bradford

300 Davidson Ave
Somerset, NJ
08873
Phone: 732-584-8394
Fax:
Email: steve_bradford@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Retail	Your Price	Total
1 SolarWinds Observability Self-hosted Advanced A500 (up to 500 nodes) - Subscription Conversion SolarWinds - Part#: 2256105 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: SW21903336 Note: Software, ESD ; Year 1 of 3	1	\$52,268.00	\$48,940.07	\$48,940.07
2 SolarWinds Engineer's Toolset Per Seat License (includes one desktop install & one web named user) - Subscription Conversion SolarWinds - Part#: 2061001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: SW21903336 Note: Software, ESD ; Year 1 of 3	1	\$1,997.00	\$1,869.85	\$1,869.85
3 SolarWinds Serv-U Managed File Transfer Server Per Seat License - Subscription Conversion SolarWinds - Part#: 2130001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: SW21903336 Note: Software, ESD ; Year 1 of 3	1	\$4,019.00	\$2,785.45	\$2,785.45
4 SolarWinds Kiwi Syslog Server NG - Single Install - Subscription Conversion SolarWinds - Part#: 2088001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: SW21903336 Note: Software, ESD ; Year 1 of 3	1	\$999.00	\$497.91	\$497.91
5 SolarWinds Observability Self-hosted Advanced A500 (up to 500 nodes) - Subscription Conversion	1	\$52,268.00	\$48,940.07	\$48,940.07

Contract #: 121923-SHI
Serial #: SW21903336
Note: Software, ESD ; Year 2 of 3

6	SolarWinds Engineer's Toolset Per Seat License (includes one desktop install & one web named user) - Subscription Conversion SolarWinds - Part#: 2061001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: SW21903336 Note: Software, ESD ; Year 2 of 3	1	\$1,997.00	\$1,869.85	\$1,869.85
7	SolarWinds Serv-U Managed File Transfer Server Per Seat License - Subscription Conversion SolarWinds - Part#: 2130001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: SW21903336 Note: Software, ESD ; Year 2 of 3	1	\$4,019.00	\$3,063.93	\$3,063.93
8	SolarWinds Kiwi Syslog Server NG - Single Install - Subscription Conversion SolarWinds - Part#: 2088001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: SW21903336 Note: Software, ESD ; Year 2 of 3	1	\$999.00	\$547.67	\$547.67
9	SolarWinds Observability Self-hosted Advanced A500 (up to 500 nodes) - Subscription Conversion SolarWinds - Part#: 2256105 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: SW21903336 Note: Software, ESD ; Year 3 of 3	1	\$52,268.00	\$48,940.07	\$48,940.07
10	SolarWinds Engineer's Toolset Per Seat License (includes one desktop install & one web named user) - Subscription Conversion SolarWinds - Part#: 2061001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: SW21903336 Note: Software, ESD ; Year 3 of 3	1	\$1,997.00	\$1,869.85	\$1,869.85
11	SolarWinds Serv-U Managed File Transfer Server Per Seat License - Subscription Conversion SolarWinds - Part#: 2130001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: SW21903336 Note: Software, ESD ; Year 3 of 3	1	\$4,019.00	\$3,370.24	\$3,370.24
12	SolarWinds Kiwi Syslog Server NG - Single Install - Subscription Conversion SolarWinds - Part#: 2088001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: SW21903336 Note: Software, ESD ; Year 3 of 3	1	\$999.00	\$602.39	\$602.39

Additional Comments

Solarwinds has a no returns policy.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Melbourne City Council
October 14, 2025
City Manager's Item Report

Department:	Information Technology
Presenter:	Kevin Burns
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.i.

Subject:

Purchase of NeoGov software renewal.

Background/Consideration:

NeoGov SaaS software automates the entire hiring and performance evaluation process, including position requisition approval, automatic minimum qualification screening, test statistics and analysis, and Equal Employment Opportunity reporting. It is Americans with Disabilities Act-compliant and has been used by the City's Human Resources Department since 2018.

In Fiscal Year (FY) 2020, the eForms and Single Sign On modules were added to NeoGov. In FY 2021, the Munis Interface was added. The built-in features allow employees, both newly hired and existing, the ability to complete most of their paperwork and requirements online, reducing the time it takes to process new hires or make changes to information for current employee. NeoGov also provides for changes to be uploaded automatically instead of manually by personnel within the Human Resources Department.

This is a one-year contract.

Contract/Solicitation:

This is a single source purchase. A completed single source form is attached.

Fiscal/Budget Impact:

This expense is budgeted for FY 2026 in Other Contract Services (13000516-534000-011) in the amount of \$92,528.53.

Requested Action:

Approval of purchase of NeoGov software renewal, Governmentjobs.com, Inc. DBA NeoGov, El Segundo, CA - \$92,528.53.



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-623767	Order #:	Q-343443
Customer:	Melbourne, City of (FL)	Valid Until:	10/28/2025
Effective Employee Count:	873		
Sales Rep:	Salesforce Administrator		
Customer Contact		Shipping Contact	
Billing Contact:	Melbourne, City of (FL) Ruth Lovejoy 900 E Strawbridge Ave Melbourne, FL 32901	Shipping Contact:	Melbourne, City of (FL) Ruth Lovejoy 900 E Strawbridge Ave Melbourne, FL 32901
Billing Address:		Shipping Address:	
Billing Contact Email:	ruth.lovejoy@mlbfl.org	Shipping Contact Email:	ruth.lovejoy@mlbfl.org
Billing Phone:	13216087800	Shipping Phone:	13216087800
Payment Terms		Notes:	
Payment Term:	Net 60		
PO Number:			
Subscription Service			

10/28/2025 - 10/31/2025

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
New Hire Export Subscription (ON)	Recurring	10/28/2025	10/31/2025	873	Employee Based	\$22.59
Position Control Integration	Recurring	10/28/2025	10/31/2025	1	Quantity Based	\$43.98
10/28/2025 - 10/31/2025 TOTAL:						\$66.57

November 2025

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
New Hire Export Subscription (ON)	Recurring	11/1/2025	10/31/2026	873	Employee Based	\$2,063.25
Position Control Integration	Recurring	11/1/2025	10/31/2026	1	Quantity Based	\$4,014.05
Onboard Subscription	Recurring	11/1/2025	10/31/2026	873	Employee Based	\$15,527.16
Perform Subscription	Recurring	11/1/2025	10/31/2026	873	Employee Based	\$27,562.57
Governmentjobs.com Subscription	Recurring	11/1/2025	10/31/2026	873	Employee Based	\$2,793.10
Insight Subscription	Recurring	11/1/2025	10/31/2026	873	Employee Based	\$17,610.85



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Single Sign On Subscription	Recurring	11/1/2025	10/31/2026	873	Employee Based	\$1,387.39
eForms Subscription	Recurring	11/1/2025	10/31/2026	873	Employee Based	\$21,570.16
November 2025 TOTAL:						\$92,528.53

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to GovernmentJobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

In addition to the Terms and Conditions as defined above, the parties agree to incorporate the Addendum to Vendor's Agreement signed by both parties, a copy of which is attached hereto.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Melbourne, City of (FL)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Accepted and Agreed By Authorized Representative of:
GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)

Signature: _____

Signed by:

Aaron Coleman

BD7BF76F47574A4...

Printed Name: _____

Aaron Coleman

Title: _____

COO

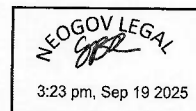


† 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

Date

10/1/2025 | 10:47:53 AM PDT



THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.

ADDENDUM TO VENDOR'S AGREEMENT

The City of Melbourne's purchase pursuant to the attached agreement is conditioned upon the VENDOR agreeing to the terms and conditions set forth herein. To the extent of any conflict with provisions in the VENDOR's standard terms and conditions as set forth in VENDOR's agreement and the VENDOR's quote, the provisions in this Addendum will prevail. Collectively, the attached agreement (including other terms or documents or information incorporated by reference), the VENDOR's quote and this Addendum shall be referred to as "this Contract".

1. **TERM OF CONTRACT.** Notwithstanding anything to the contrary in this Contract, the term of this Contract, as extended through autorenewals or otherwise, shall be limited to three years. VENDOR understands and agrees that approval of this Contract is limited by this paragraph such that an amendment to this Contract will be required to extend the term further or to increase the price, as the case may be.

2. **PAYMENT.** CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by CITY shall be made in compliance with said Act. VENDOR agrees to invoice CITY no later than sixty (60) calendar days after the completion of the corresponding payment condition set forth in the agreement. CITY will not be obligated to make payment against any invoices submitted after such period. Payment shall not constitute acceptance. Original invoices shall be submitted and shall include: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Software and Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, VENDOR must render original invoice to the City of Melbourne, Accounts Payable Division, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

3. **NON-APPROPRIATION.** All funds for payment by CITY under this Contract are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the goods and/or services provided under this Contract, CITY will terminate this Contract, without termination charge or other liability, or other cost or expense on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods and/or services covered by this Contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Contract, VENDOR on thirty (30) days prior written notice shall accept cancellation.

4. **TERMINATION.** All provisions in this Contract providing for payment by the CITY as liquidated damages or as a cancellation fee or based upon acceleration of fees is hereby deleted. All provisions that provide a security interest in property being purchased or owned by the CITY are hereby deleted. All provisions that authorize the VENDOR to repossess property or take action outside of court proceedings in response to a CITY breach of contract are hereby deleted.

5. **LIABILITY.** All provisions that require the CITY to assume liability or to indemnify, defend or hold harmless are hereby deleted. The CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided. Neither party shall be liable for any indirect, consequential, exemplary, special, incidental, reliance or punitive damages (including lost business, revenue, profits or goodwill) arising in connection with this Contract. As applicable, the parties agree that 1% of the total payment to VENDOR is the specific consideration from the CITY to VENDOR for VENDOR's indemnity agreement.

6. **DISPUTES.** All provisions requiring mandatory alternative dispute resolutions (including but not limited to arbitration or mediation) are hereby deleted. This Contract is to be

construed and interpreted according to the laws of the State of Florida and all legal proceedings shall be filed in Brevard County, Florida. The statute of limitations set forth in the Laws of Florida shall apply. Each party shall bear its own attorneys' fees and costs.

7. **WAIVER OF JURY TRIAL.** BY ENTERING INTO THIS CONTRACT, EACH OF THE VENDOR AND THE CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.

8. **NOTICE.** In the event of breach or termination, in addition to notice provisions set forth in this Contract, a copy of notice to the CITY shall be provided to the City Manager, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

9. **ASSIGNMENT.** VENDOR may neither assign nor factor any rights in nor delegate any obligations under this Contract or any portion thereof without the written consent of the CITY. For purposes of clarity, any merger, consolidation, or reorganization involving VENDOR (regardless of whether VENDOR is a surviving or disappearing entity) will not be considered a transfer of rights, obligations, or performance under this Contract, and VENDOR will not be obligated to obtain consent from the CITY; provided that the surviving entity agrees in writing to be bound by the terms and conditions of this Contract. In the event of any such assignment without consent as detailed in the immediately preceding sentence, VENDOR will provide notice to the CITY promptly after the closing of such transaction, and the CITY shall have the right to terminate this Contract within thirty (30) days after such notice if the CITY has reasonable grounds for insecurity with respect to the successor entity's performance or ability to perform VENDOR's obligations under the Contract or CITY cannot legally do business with the successor entity.

10. **ACCESSIBILITY.** Subject to the VENDOR's Accessibility Statement, a copy of which is attached hereto, any information, records, data or documentation provided by the VENDOR that is made available to the city or to the public shall be provided in a format compliant with ADA accessibility standards. For purposes of this requirement, ADA accessibility standards shall mean the world wide web consortium (w3c) wcag 2.1 AA accessibility guidelines. VENDOR agrees to make good faith efforts to make information, records, data, or documentation accessible to W3C WCAG 2.1 AA standards.

11. **ENDORSEMENT.** All provisions that allow another to use the CITY's name in any advertising, endorsement or promotion are hereby deleted.

12. **PUBLIC RECORDS.** VENDOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law. All confidentiality provisions set forth in the contract are subject to disclosure pursuant to the Florida Public Records Law. VENDOR agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat.. A request to inspect or copy public records relating to this Contract for Services must be made directly to the CITY and VENDOR shall not release a public record in response to a request arising from anyone other than the CITY. To the extent VENDOR is "acting on behalf of the CITY" VENDOR shall be subject to the following provisions:

(i) As required by §119.0701, Fla. Stat., VENDOR shall (1) Keep and maintain public records required by the CITY to perform the Services; (2) Upon request from the CITY, 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 by law; (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract if the VENDOR does not transfer the records to the CITY; (4) Upon completion of the Contract, , and upon request of the CITY (within 90 days following completion), transfer, at no cost, to the CITY all public records in possession of the VENDOR or keep and maintain public records required by the CITY to perform the Service. If the VENDOR transfers all public records to the CITY upon completion of the Contract, the VENDOR shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the contract, the VENDOR 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 .xls or .csv format.

(ii) The VENDOR who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce may be considered a material breach of this Contract by VENDOR. In the event of such breach, in addition to all other remedies available, VENDOR shall pay to CITY all direct damages actually incurred to the extent arising from such breach, including reasonable attorneys' fees and costs incurred by the CITY in defending a public records action as well as those assessed against the CITY in such public records action.

(iii) The term "public record" as used in this section 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 and in connection with the transaction of official business by or on behalf of the CITY. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the CITY's City Attorney's Office or the City Clerk's Office; provided that the VENDOR hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by VENDOR.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS: City Clerk, 900 East Strawbridge Avenue, Melbourne, Florida 32901, Telephone: 321-608-7220, Email: City.Clerk@MLBFL.org

13. STATE LAW CERTIFICATIONS AND DISCLOSURES

a. **E-Verify.** The VENDOR understands that contracts with the CITY are subject to Florida Statutes, §448.095(2) and the VENDOR agrees to comply with the requirements of said statute. The VENDOR shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095(2), Fla. Stat. Notwithstanding anything to the contrary in this contract, the CITY reserves the right to terminate this contract in accordance with §448.095(2), Fla. Stat.

b. **Public Entity Crimes Statement.** Pursuant to Section 287.133, Florida Statutes, as amended from time to time, VENDOR hereby certifies that neither it nor its affiliates(s) have been placed on the convicted vendor list following a conviction for a public entity crime. The VENDOR hereby acknowledges the continuous duty to disclose to the CITY if VENDOR or any of its affiliates as defined by Section 287.134, Florida Statutes, are placed on the Discriminatory Vendor List.

c. **Foreign Gifts And Contracts.** The VENDOR must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. See Section 286.101(7)(a).

d. **Scrutinized Companies.** VENDOR hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Section list; and c) has not been engaged in business operations in Cuba or Syria. If the CITY determines that VENDOR has falsely certified facts under this paragraph or if VENDOR is found to have been placed on the

Scrutinized Companies Lists or is engaged in a boycott of Israel after execution of this Contract, CITY will have all rights and remedies to terminate this Contract consistent with Section 287.135, Florida Statutes, as amended. The CITY reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

e. **Anti-Trust Violations.** By entering into this Contract, VENDOR certifies that at the time of entering into this Contract, neither it nor its affiliate(s) are on the anti-trust 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. 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.

f. **Environmental and Social Government and Corporate Activism.** Pursuant to 287.05701, Florida Statutes, as may be amended, CITY cannot give preference to a vendor based on social, political or ideologic interests as set forth therein. Vendors are also prohibited from giving preference to subcontractors based on the factors set forth therein. Violations of this paragraph 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.

14. **CLOUD-BASED SERVICES.** The following provisions apply if this Contract is for cloud-based services.

a. **Content Ownership and Use.** Notwithstanding anything to the contrary in the attached agreement, VENDOR agrees that data entered into the VENDOR's cloud-based service system (the "Content") is owned by the CITY and shall be returned to CITY promptly upon demand in a format acceptable to the CITY and VENDOR and at no charge. Content shall not be withheld for non-payment. Upon successful transfer of Content to CITY, VENDOR will destroy Content as directed by CITY upon the CITY's authorization. VENDOR's access to Content is limited such that the CITY grants VENDOR a limited, royalty-free, non-exclusive, non-transferable and non-sublicensable license to process Content only in the United States as instructed by CITY and limited to the CITY's benefit.

b. **Confidentiality.** If VENDOR's employees or representatives are granted access to any of CITY's computer networks or systems (including, but not limited computer systems, application programs and databases), VENDOR shall treat all of CITY's data and information accessed from such system(s) as CITY's confidential information. In addition, (i) VENDOR, VENDOR's employees and representatives will not use or disclose for any purpose any aspect or portion of third party data or information which VENDOR may access for CITY's computer system(s), unless VENDOR first obtain the third party's written consent; and (ii) VENDOR shall make no electronic or hard copies of CITY's information extracted from CITY's computer system(s) unless specifically requested to do so by CITY, in which case VENDOR will clearly mark and treat the information as "City Confidential". VENDOR shall only provide copies to VENDOR's employees or representatives within CITY's facility having a direct need to know. The obligations stated in this section shall survive the expiration or termination of this Contract. CITY and VENDOR acknowledge that VENDOR will not be onsite at CITY location nor will VENDOR access CITY's computer networks or systems as part of the services contracted for herein.

c. **Data Security.** VENDOR is responsible for safeguarding CITY data and Content from unauthorized access. All CITY data and Content will be stored, processed, and maintained in accordance with state and federal privacy and data protection laws and solely in data centers located in the United States. VENDOR agrees to promptly notify CITY of any unauthorized use, copying, or disclosure of the Content or portal accounts of which VENDOR becomes aware and agrees to immediately take such actions as are necessary to end and prevent any such use, copying, or disclosure. VENDOR acknowledges and agrees that any unauthorized use, copying or disclosure may cause immediate and irreparable injury to CITY or to third parties, and in such event, CITY may seek and obtain injunctive relief, without bond or other security, in addition to other remedies available at law and in equity.

d. **Indemnification for Intellectual Property.** VENDOR shall defend, indemnify, and hold CITY and its employees, and officers harmless from any costs, expenses

(including reasonable attorneys' fees), losses, damages, or liabilities incurred from a third party claim of actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, copyright, or other proprietary right of any third party, arising out of the use or sale of VENDOR's cloud-based services (other than for liability proved to be the fault of CITY). VENDOR's indemnification under this subsection applies only to: (i) unmodified software or cloud-based service licensed to CITY; (ii) software or cloud-based service modified by VENDOR for CITY; and (iii) software or cloud-based service modified with VENDOR's express permission. If a third party's claim endangers or disrupts CITY's use of the cloud-based service, VENDOR shall, at VENDOR's option and at no charge to CITY, (a) replace the cloud-based service with a compatible, functionally equivalent and non-infringing product; (b) modify the cloud-based service to avoid the infringement; (c) obtain a license so CITY may continue use of the cloud-based service for the Contract term; or if these options are commercially unreasonable (d) return a pro-rata portion of the applicable fee paid by CITY.

e.

f. **Backup and Recovery of Data.** VENDOR is responsible for maintaining a backup of the CITY data and content and for an orderly and timely recovery. VENDOR shall maintain a contemporaneous backup of CITY Content that can be recovered within a reasonable period of time.

g. **CAP ON MONETARY LIABILITY.** EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CITY'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS CONTRACT, OR VENDOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 15.d ABOVE, THE TOTAL LIABILITY OF EITHER PARTY FOR CLAIMS AGAINST THE OTHER PARTY UNDER THIS CONTRACT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED (I) FOR VENDOR'S BREACH OF ITS DATA SECURITY AND PRIVACY OBLIGATIONS UNDER SECTION 10 OF THE NEOGOV SERVICES AGREEMENT TWO TIMES (2X) THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY VENDOR FROM CITY IN CONNECTION WITH THIS CONTRACT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY; AND (II) FOR ALL OTHER CLAIMS, THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY VENDOR FROM CITY IN CONNECTION WITH THIS CONTRACT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS CONTRACT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE CONSTRUED AS CONSTITUTING A WAIVER OF THE CITY'S GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY OR STATUTORY DAMAGE CAPS AS PROVIDED TO THE CITY UNDER LAW.

15. The terms and conditions of this Contract shall not be modified to conflict with this Addendum without the express written consent of the City of Melbourne.

IN WITNESS WHEREOF, the parties set forth above have set there hand and seal.

CITY:

CITY OF MELBOURNE, a Florida municipal corporation

By: _____

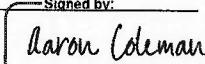
Jenni Lamb
As City Manager

Date: _____

ATTEST:

Kevin McKeown, City Clerk

VENDOR: Governmentjobs.com, Inc.

By: _____


Name: Aaron Coleman
As Authorized Agent

Date: 10/1/2025 | 10:47:53 AM PDT

Title of Attached Agreement: NeoGov FY2026 Renewal

Accessibility Statement

At Governmentjobs.com, Inc. d/b/a NEOGOV, we recognize the importance of making our products and services accessible to all individuals, including those with disabilities, and are continually working to improve the experience for all users.

Commitment to Accessibility

We are committed to following best practices, including the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, to the extent feasible, however, we do not warrant compliance with these standards or any other accessibility standards. We are continually enhancing our platforms to ensure greater accessibility, and we actively seek out opportunities to improve accessibility features.

Ongoing Enhancements

Accessibility is an ongoing effort, and we are regularly updating our technology, services, and content to address accessibility barriers. Our team is dedicated to identifying areas for improvement and making enhancements that allow all users, regardless of their abilities, to fully engage with our services.

Feedback and Assistance

We value feedback from our users. If you encounter any accessibility barriers while using our services or have suggestions on how we can improve, please reach out to us at accessibility@neogov.com. We will make every effort to resolve any concerns and consider alternative options where possible.

Thank you for choosing NEOGOV. We remain dedicated to improving accessibility and creating an inclusive experience for all.

SOLE/SINGLE SOURCE REQUEST FORM

DATE:	8/29/2025
TO:	Gregory Bunn, Procurement Manager
THRU:	Kevin E. Burns, CIO/IT Director
FROM:	Ruth Lovejoy, Human Resources Manager
Product/Service Description:	NeoGov SaaS

PART I

CHECK ONE: ☐ FIRST APPLICATION * RENEWAL

SOLE SOURCE • SINGLE SOURCE • SOLE BRAND • STANDARDIZATION

It is the policy of the City of Melbourne to consistently purchase goods and services using full and open competition. The taxpayers in Melbourne are best served when we make sound business decisions based on competitive bids or proposals. Early acquisition planning that includes the Procurement Division can help to avoid delays and to facilitate effective market research. However, there may be instances when other than full and open competition may be justified. When a user department(s) determines that other than full and open competition is necessary or in the best interest of City of Melbourne, appropriate justification for that course of action must be submitted to the Procurement Division for approval in order to waive the competitive procurement process.

REQUEST FOR:

☐ **SOLE SOURCE*** ☐ **SOLE BRAND***
☒ **SINGLE SOURCE*** ☒ **STANDARDIZATION***

(More than one box above may be checked)

***SOLE SOURCE (use for single purchases only)**

The supply of a product or service so uniquely* qualified that it is only available from a solitary source.

***SINGLE SOURCE (use for single purchases only)**

The supply of a product or service which may be available from multiple sources, but a specific vendor is uniquely* qualified and meets the users' requirements.

***SOLE BRAND (use for single purchases only)**

This is a specified service or product that has unique specifications to successfully meet the needs of the department and no alternate brands are acceptable.

***STANDARDIZATION (used for multiple purchases and can be combined with the above; i.e. Standardization/Sole Source, Standardization/Sole Brand, Standardization/Sole Source/Sole Brand, etc.)**

This is the procedure of maintaining methods and equipment as constant as possible because of measurable benefits to the department and/or agency. Competition among distributors of a standardized brand will be attained if possible.

DEFINITION OF UNIQUELY*:

1. Being the only one of its kind

Item No. C. 15. i.

2. Without an equal or equivalent; unparalleled
3. Unusual; extraordinary
4. Characteristic of a particular category, condition, or locality

Order must be placed by:	ASAP	Product/Service needed by:	10/01/2025
Proposed Vendor:	NeoGov		
Address:	300 Continental Blvd, Ste 565, El Segundo, CA 90245		
Brand:		Product #:	
Estimated Cost of Purchase:	\$92,595.10	Account to be charged:	13000516-534000

Note: Insurance may be required, check with the Procurement Office.

PART II QUESTIONNAIRE
ALL QUESTIONS MUST BE ANSWERED

(ATTACH DOCUMENTATION TO SUPPORT THE FOLLOWING ANSWERS)

Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities and compatibility. Describe what steps have been undertaken to make this determination:

NeoGov is the SaaS solution used by the City to advertise open positions, accept applications for positions, on-board new employees, manage performance management, human capital management; position control, new hire and employee integrations.

NeoGov eForms software standardizes forms, making it possible to complete all employee and other paperwork online, including automated approval and signature routing, electronic personnel files, conversion of PDF files to online forms, e-Signatures, and automated notifications.

Explain why this service provider, supplier, or manufacturer is the unique available source from which to obtain this product or service and describe the efforts that were made to verify and confirm whether or not this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributors of exclusive distributorships for the product or service if that is cited as a reason):

NeoGov was contracted October 25, 2018 (FY2019). This is year 6 of the contract.

Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one? If so, Estimated Annual Expenditure: \$

No, but if the software provides needed services without problems, there will be no reason to change

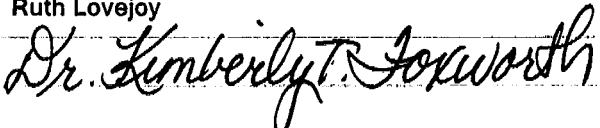
Please describe your market research and the results thereof. This should include a description of other similar sources or products available in the market, if any, and why they are not acceptable.

NeoGov was contracted October 25, 2018 (FY 2019). This is year 6 of the contract.

Explain the consequence(s), including a dollar estimate of the financial impact, if this item is not approved for the determination above:

Funds are presently budgeted for this expense in the IT Other Contract Services line item, 13000516-534000.

I certify that the above statements are true and correct, to the best of my knowledge. I also certify that prices obtained are fair and reasonable. I also certify that neither I, nor my family members, will gain or receive any additional benefit because I have recommended that this acquisition be obtained solely from a designated vendor or contractor.

Requested by (print):	Ruth Lovejoy	Date:	08/29/2025
Dept. Head Signature:		Date:	8/29/2025

FOR PROCUREMENT DIVISION USE ONLY

APPROVAL AUTHORITY: In accordance with City of Melbourne Procurement Division procedures it is requested that you review that information contained herein and make your recommendation to begin/continue the above requested procurement. A review of this recommendation, if a Standardization, will be made on an annual basis in June following the approval date.

APPROVED: _____

Procurement Team Member

Date

10/2/25

DISAPPROVED: _____ If not approved state reason below:



**Melbourne City Council
October 14, 2025
City Manager's Item Report**

Department:	Parks & Recreation
Presenter:	Nikki Caldwell
Council District:	1
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.j.

Subject:

Approval of a renewal of and an amendment to a lease agreement with Brevard County for the City of Melbourne to operate the Wickham Park Community Center located at 2815 Leisure Way; and authorization for the City Manager to execute the agreement.

Background/Consideration:

On May 14, 2013, the Brevard County Board of County Commissioners authorized the Wickham Park Community Center referendum project to go forward and to proceed with an Operation and Maintenance Agreement with the City of Melbourne. On January 28, 2014, City Council approved a lease agreement with Brevard County for the operation and maintenance of Wickham Park Community Center. The original lease term was for ten (10) years, ending on September 30, 2025, with the option of two (2) five-year renewals. This renewal begins on October 1, 2025 and ends September 30, 2030.

A new Section 31 was added to the original lease agreement providing for the City compliance with background investigation checks and a new Exhibit "A" to the Lease Agreement requiring attestation of compliance with background screening requirements to be executed by the City in conjunction with the renewal of the lease. The City's Parks and Recreation Department complies with all Florida Statutes related to background screenings.

The City operates a variety of recreation programs, classes, summer camp, special events, and rentals in the facility. Many community members benefit from these activities and the community center contributes to the overall health and wellness of residents.

Fiscal/Budget Impact:

The Wickham Park Community Center has an operating budget in the adopted Fiscal Year 2026 budget within the Parks and Recreation Department.

Requested Action:

Recommend approval of the renewal and first amendment to a lease agreement with Brevard County for the operation and maintenance the Wickham Park Community Center located at 2815 Leisure Way for a term of five (5) years, commencing on October 1, 2025 and terminating on September 30, 2030; and authorization for the City Manager to execute the agreement and all related documents,



Renewal and First Amendment Lease Agreement

THIS RENEWAL AND AMENDMENT OF LEASE AGREEMENT (hereinafter referred to as the "Renewal Agreement") is made and entered into this ____ day of _____, 2025, by and between **Brevard County, Florida** (the "COUNTY"), a political subdivision of the State of Florida, and the **City of Melbourne, Florida** (the "CITY"), a Florida municipal corporation.

WITNESSETH

WHEREAS, the COUNTY owns the property and facility commonly known as the Wickham Park Community Center, located at 2815 Leisure Way, Melbourne, Florida (the "CENTER"); and

WHEREAS, the COUNTY and the CITY entered into a Lease Agreement for the CENTER on January 28, 2014, with an occupancy date of January 1, 2015, under terms approved by the Board of County Commissioners; and

WHEREAS, the current lease term is scheduled to expire on September 30, 2025, and on April 28, 2025, the CITY submitted a written request to the COUNTY for a five (5) year renewal pursuant to Section 3 of the Original Lease Agreement; and

WHEREAS, the continued use and operation of the CENTER by the CITY for public recreation, community programming, and other similar public purposes serves a valid public purpose and complies with Section 125.38, Florida Statutes; and

WHEREAS, pursuant to Section 3 of the Original Lease Agreement, renewal authority has been delegated to the Parks and Recreation Department Director, or designee, to execute this Renewal Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and the CITY agree as follows:

1. **Renewal of Term.** The Lease Agreement is hereby renewed for a term of five (5) years, commencing on October 1, 2025, and terminating on September 30, 2030.
2. **Amendment – New Section 31. Background Investigation Check.**
The Lease Agreement is hereby amended to add a new Section 31, which shall read as follows:

Section 31. Background Investigation Check.

As a municipal government entity, the CITY is responsible for conducting and enforcing its own background screening procedures in accordance with applicable federal, state, and local laws,

and any internal policies governing public facility operations. The COUNTY shall not be responsible for conducting or monitoring background screenings for any individuals operating under the authority of the CITY.

The CITY shall ensure that any employees, agents, contractors, or volunteers who regularly interact with the public at the CENTER have been appropriately screened and vetted in a manner consistent with public safety standards. The background screening procedures should be substantially consistent with the intent and disqualifying offenses outlined in Section 435.04, Florida Statutes, as a benchmark.

As a condition of this Agreement, the CITY shall submit an **Attestation of Compliance (Exhibit "A")** at the time of execution of this Renewal Agreement and upon any subsequent renewal. The CITY shall also submit an updated Attestation of Compliance within thirty (30) days of any change in the City Manager or other authorized representative designated to oversee operations at the CENTER. The COUNTY reserves the right to request an updated Attestation of Compliance in the event of a material incident or change in applicable law.

3. **Continuation of Terms.** Except as expressly amended herein, all other terms, conditions, rights, and obligations of the Original Lease Agreement shall remain in full force and effect throughout the renewal term.

(remainder of the page left intentionally blank)

IN WITNESS WHEREOF, the COUNTY and the CITY have caused this Renewal Agreement to be executed by their duly authorized representatives as of the day and year first above written.

BREVARD COUNTY, FLORIDA
a political subdivision of the State of Florida

By: _____

Ian Golden, Director
Parks and Recreation Department

Date: _____

CITY OF MELBOURNE, FLORIDA
a Florida municipal corporation

Attest: _____

City Clerk

By: _____

Jenni Lamb, City Manager

Date: _____



Exhibit "A"



ATTESTATION OF COMPLIANCE
With Background Screening Requirements

I, _____, hereby affirm under penalty of perjury that I am over eighteen (18) years of age and am the duly authorized representative of the City of Melbourne, Florida ("Tenant") in connection with the Lease Agreement between the Tenant and Brevard County for the use of the Wickham Park Community Center.

Pursuant to Section 31 of the Lease Agreement, I hereby attest that:

- The Tenant is a municipal government entity and has adopted and enforces internal policies and procedures related to the background screening of its employees, agents, contractors, and volunteers;
- Such procedures are designed to promote public safety and are substantially consistent with the intent and disqualifying offenses outlined in Section 435.04, Florida Statutes, as a benchmark;
- The Tenant shall remain solely responsible for administering and enforcing its own background screening policy for the duration of the Lease term.

This Attestation is provided in accordance with Section 31 of the Lease Agreement and shall be resubmitted upon any renewal of the Lease or within thirty (30) days of any change in the City Manager or other authorized representative designated to oversee operations at the Center.

Executed this ____ day of _____, 20__.

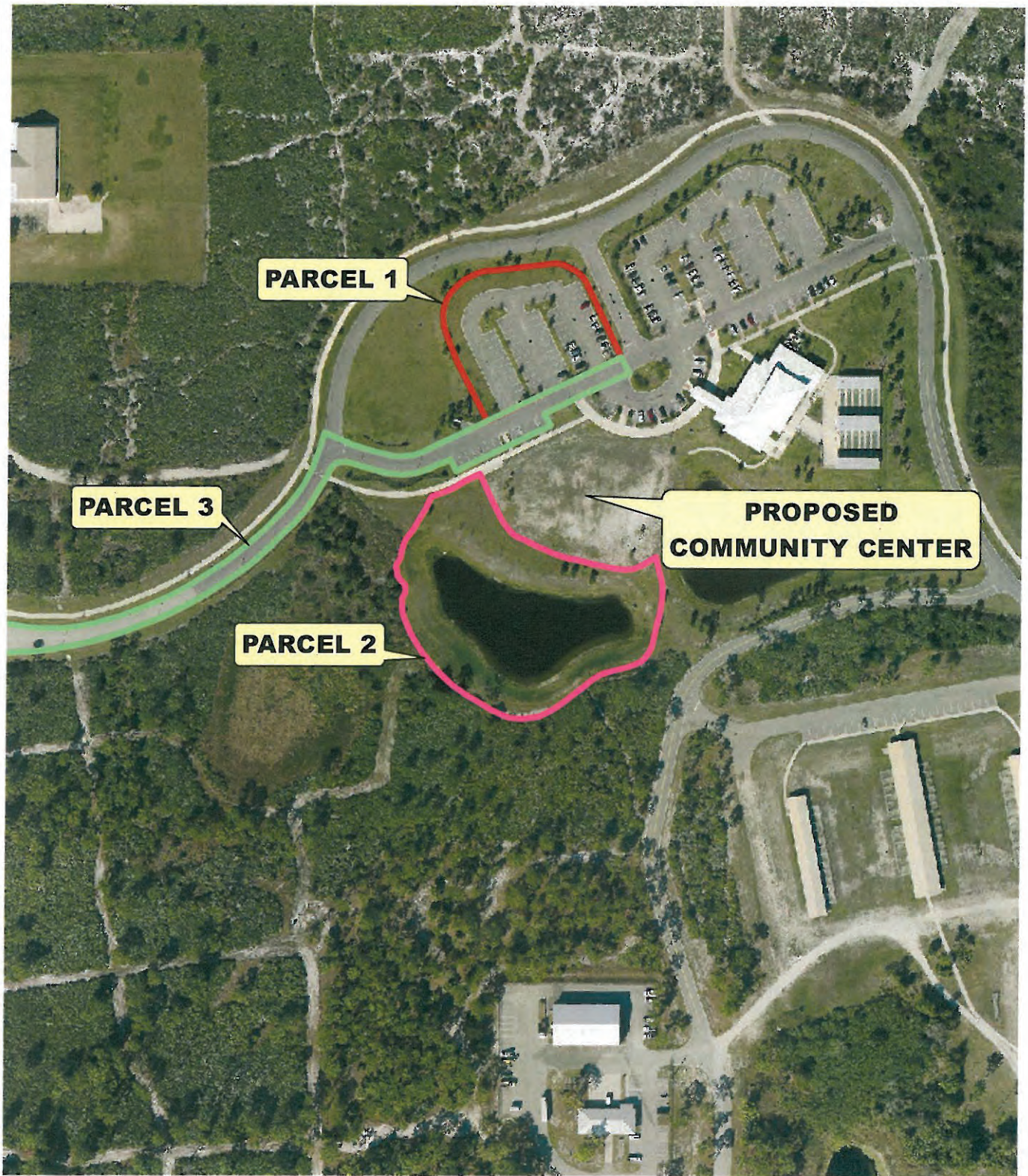
Signature

Print Name

Print Title

Phone Number

EXHIBIT A



2013 Aerial

100 50 0 100 Feet

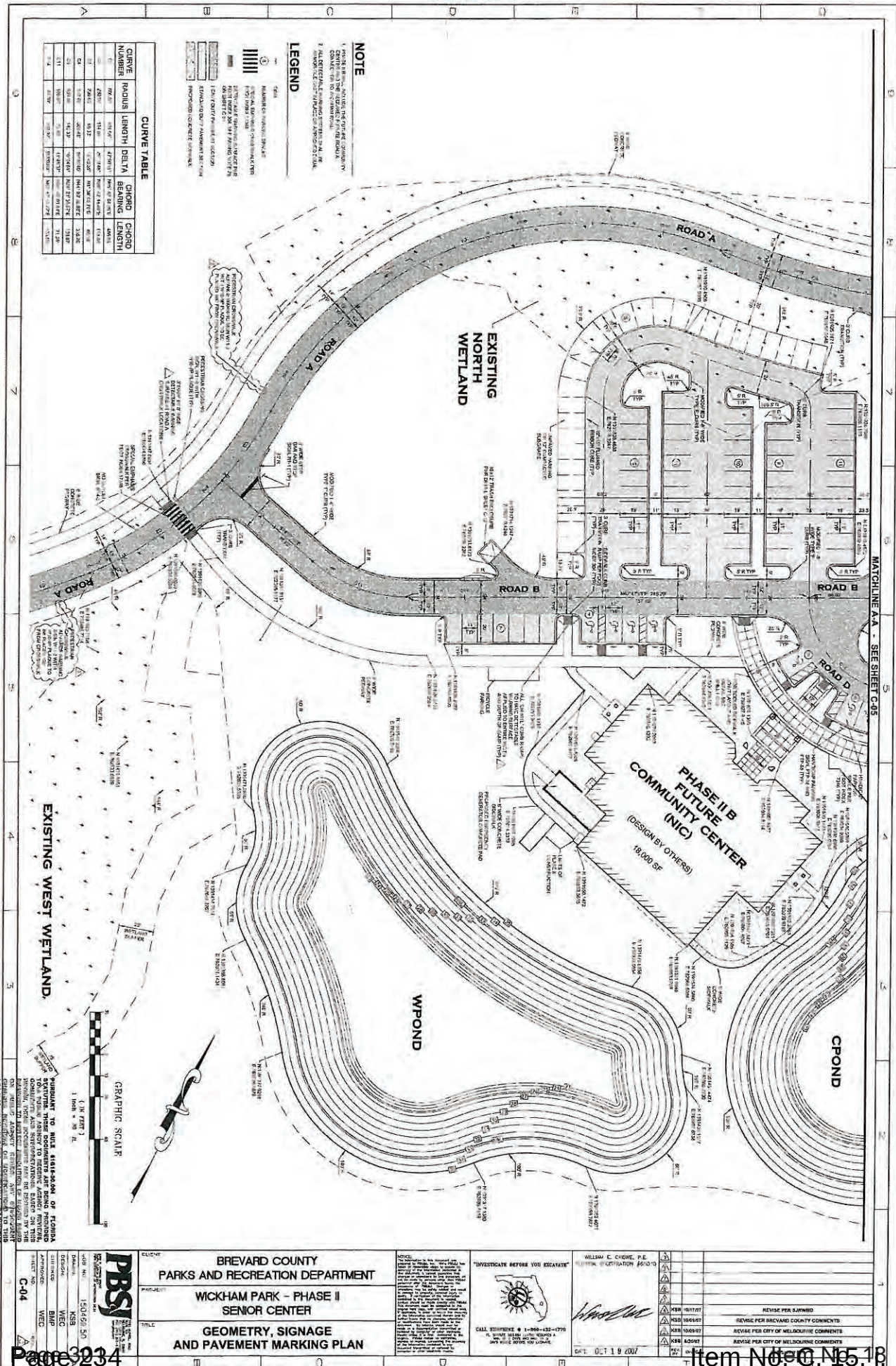
**BREVARD COUNTY
PARKS & RECREATION**



CURVE TABLE				
CURVE NUMBER	RADIUS	LENGTH	DELTA BEARING	CHORD LENGTH
1	100.00	47.6101 m	100.0000000	48.0834
2	200.00	115.60	100.0000000	115.826
3	300.00	173.63	100.0000000	173.880
4	400.00	226.62	100.0000000	226.940
5	500.00	275.80	100.0000000	275.990
6	600.00	321.40	100.0000000	321.540
7	700.00	363.60	100.0000000	363.680
8	800.00	402.50	100.0000000	402.710
9	900.00	438.20	100.0000000	438.730
10	1000.00	470.81	100.0000000	470.740
11	1100.00	500.34	100.0000000	500.750
12	1200.00	527.88	100.0000000	527.760
13	1300.00	553.52	100.0000000	553.770
14	1400.00	577.35	100.0000000	577.780
15	1500.00	600.37	100.0000000	600.790
16	1600.00	621.66	100.0000000	621.800
17	1700.00	641.22	100.0000000	641.810
18	1800.00	659.05	100.0000000	659.820
19	1900.00	675.15	100.0000000	675.830
20	2000.00	689.52	100.0000000	689.840
21	2100.00	703.16	100.0000000	703.850
22	2200.00	715.07	100.0000000	715.860
23	2300.00	725.25	100.0000000	725.870
24	2400.00	734.70	100.0000000	734.880
25	2500.00	743.42	100.0000000	743.890
26	2600.00	751.41	100.0000000	751.900
27	2700.00	758.67	100.0000000	758.910
28	2800.00	765.20	100.0000000	765.920
29	2900.00	771.00	100.0000000	771.930
30	3000.00	776.07	100.0000000	776.940
31	3100.00	780.41	100.0000000	780.950
32	3200.00	784.01	100.0000000	784.960
33	3300.00	786.87	100.0000000	786.970
34	3400.00	789.00	100.0000000	789.980
35	3500.00	790.40	100.0000000	790.990
36	3600.00	791.07	100.0000000	791.000
37	3700.00	791.00	100.0000000	791.010
38	3800.00	790.20		
39	3900.00	788.67		
40	4000.00	786.40		
41	4100.00	783.38		
42	4200.00	779.61		
43	4300.00	775.09		
44	4400.00	769.82		
45	4500.00	763.80		
46	4600.00	757.03		
47	4700.00	749.51		
48	4800.00	741.24		
49	4900.00	732.22		
50	5000.00	722.45		
51	5100.00	711.93		
52	5200.00	700.66		
53	5300.00	688.64		
54	5400.00	675.87		
55	5500.00	662.35		
56	5600.00	648.08		
57	5700.00	633.06		
58	5800.00	617.29		

NOTE

LEGEND





Page 3225



Melbourne City Council
October 14, 2025
City Manager's Item Report

Department:	City Manager's Office
Presenter:	Joan Junkala
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.k.

Subject:

Contract award for Consulting Services for Information Technology Master Plan.

Background/Consideration:

On July 25, 2025, the City issued a Request for Proposals (RFP) for consulting services related to a citywide Information Technology Master Plan. The Procurement Division held a mandatory pre-proposal conference on August 6, 2025. The proposals received were opened on August 29, 2025. There were nine (9) proposals received. Of those proposals, one (1) was rejected and eight (8) proposals were deemed responsive. On September 17, 2025, the evaluation committee met to discuss and rank the eight (8) proposals. Berry, Dunn, McNeil & Parker, LLC (BerryDunn) was ranked number one (1) with a score of 3.44 out of 4.

The purpose of the RFP was to solicit proposals from qualified professionals with experience in Information Technology (IT) needs and operations involving local government to develop a formal Information Technology Master Plan for the City that will assess current and provide recommendations for future technology needs, based on industry best practices and regulatory requirements in accordance with Chapter 282 and 815, Florida Statutes. This includes technology systems, telecommunications, fiber, networking, hardware, software, and human capital to support Information Technology, as well as a review of the City's IT policies, employee training, and cybersecurity plan.

The proposal submitted by BerryDunn included a pricing sheet that outlined nine (9) tasks totaling \$106,100 with four (4) optional tasks (see attached excerpt from the proposal, Exhibit A4 'Pricing Schedule').

Contract/Solicitation:

This contract was solicited using proposal number RFP-P25022K-0-2025/KL. This contract expires on October 21, 2026 and has two, 12-month renewals available.

SOLICITATION INFORMATION:			
Issue Date:	7/25/2025	# of Solicitations Views:	52
Legal Ad Date:	7/25/2025	Pre-Bid/Pre-Proposal Date:	8/6/2025



Open Date:	8/29/2025	# of Responses:	9
------------	-----------	-----------------	---

Fiscal/Budget Impact:

Funding is available within Project No.18424 - Information Technology Master Plan & GAP Analysis.

Requested Action:

Approval of contract award for consulting services for the Information Technology Master Plan, Berry, Project No.18424, Dunn, McNeil & Parker, LLC, Portland, ME - \$106,100; and authorize the City Manager to execute necessary change orders for services listed as optional tasks.



NOTICE OF RECOMMENDATION FOR AWARD
September 18, 2025

RFP-P25022K-0-2025/KL
CONSULTING SERVICES FOR INFORMATION TECHNOLOGY MASTER PLAN

The Evaluation Committee completed evaluations and scoring of eight (8) proposals received and will recommend to the Melbourne City Council that the number one (1) ranked Offeror shown below be awarded the contract for above referenced RFP. Final ranking is as follows:

Rank	Offeror	Score
1	Berry, Dunn, McNeil & Parker, LLC	3.44
2	Networked Solutions, Inc. dba Essential Net Solutions	2.35
3	The Scarlett Group	2.25
4	Rolle IT, LLC	2.18
5	Trien & Associates, Inc.	2.08
6	3 rd Star Resources & Consulting Group, LLC	1.61
7	Alliance Cyber, LLC	1.41
8	Leighton & Alex Distributors, Inc.	1.04

It is anticipated that this recommendation of award will be presented for action by:

- ☒ City Council on: October 14, 2025
- ☐ City Manager within the next ten (10) days
- ☐ Procurement Manager within next five (5) days

Thank you for your participation in the selection process and your interest in working with the City of Melbourne. Please feel free to contact me at 321-608-7064 or at kristina.lamarche@mlbfl.org if you have any questions.

Sincerely,

Kristina LaMarche
Senior Buyer



Procurement Division • 900 E. Strawbridge Avenue • Melbourne, Florida 32901 • (321) 608-7062 • Fax (321) 608-7070

PURCHASE AGREEMENT FOR SERVICES
CONSULTING SERVICES FOR INFORMATION TECHNOLOGY MASTER PLAN

This **PURCHASE AGREEMENT FOR SERVICES - CONSULTING SERVICES FOR INFORMATION TECHNOLOGY MASTER PLAN** (this "Contract") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY**, and Berry, Dunn, McNeil & Parker, LLC, a Foreign Limited Liability Company, whose mailing address is 2211 Congress Street, Portland, ME 04102, hereinafter referred to as the **CONTRACTOR**.

CITY PROCUREMENT CONTACT:	CITY DEPARTMENT CONTACT:	CONTRACTOR CONTACT:
Procurement Division Kristina LaMarche, Senior Buyer 900 E. Strawbridge Ave Melbourne, FL 32901 kristina.lamarche@MLBFL.org P: 321-608-7064	City Manager's Office Joan Junkala-Brown, Deputy City Manager City of Melbourne 900 E. Strawbridge Ave Melbourne, FL 32901 Joan.Junkala@mlbfl.org P: 321-608-7211	Berry, Dunn, McNeil & Parker, LLC Kevin Price 2211 Congress Street Portland, ME 04102 kprice@berrydunn.com P: 207-541-2200

This Contract consists of the following documents: (Mark "X" where applicable)

- ☒ Exhibit A: Standard Terms and Conditions of Purchase Agreement - Services (Std Version 2/7/2024)
- ☒ Exhibit A1: Statement of Work
- ☒ Exhibit A2: Performance Standards
- ☐ Exhibit A3: Maintenance Agreement
- ☒ Exhibit A4: Pricing Schedule
- ☒ Exhibit B: Supplemental Provisions
- ☐ Exhibit C: Federal Compliance Provisions
- Exhibit D: Bid Specifications
- ☐ Exhibit D1: Invitation to Bid # _____, as modified by addenda (the "ITB")
- ☒ Exhibit D2: Request for Proposal # RFP-P25022K-0-2025/KL, as modified by addenda (the "RFP")
- ☒ Exhibit D3: CONTRACTOR's Responsive Bid dated August 29, 2025, but only to the extent responsive to CITY's ITB or RFP, as the case may be (the "Bid")

CITY may purchase and CONTRACTOR shall sell the Services (and Items incidental thereto) as described in Exhibit A1 at prices specified in Exhibit A4, in accordance with the terms and conditions of this Contract and the documents marked above as Exhibits, all incorporated herein by reference. This Contract commences on **October 22, 2025** (the "Commencement Date"), subject to the Effective Date. This Contract expires on **October 21, 2026** (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to two (2) additional twelve (12) month terms.

CITY:

CITY OF MELBOURNE,
a Florida municipal corporation

Jenni Lamb, City Manager Date

ATTEST: _____
Kevin McKeown, City Clerk

CONTRACTOR:

BERRY, DUNN, MCNEIL & PARKER, LLC,
a Foreign Limited Liability Company

Kevin Price 10/13/25
Signature Date

Name: Kevin Price
Title: Principal

City Use Only Initial Method of Procurement (mark): ☐ ITB # _____ ☒ RFP # <u>RFP-P25022K-0-2025/KL</u> ☐ Exception: _____	Commencement Date: <u>10/22/2025**</u> ** Note: But effective no earlier than last of the parties to execute Expiration Date: <u>10/21/2026</u> Renewal: ☐ No ☒ Yes: 2 (12-month) terms ☐ Not Applicable Council Approval Date: _____
--	---

EXHIBIT A

STANDARD TERMS AND CONDITIONS OF PURCHASE AGREEMENT – SERVICES

1. **DEFINITIONS**

- A. "Item(s)" means any goods or items, including intellectual property, provided by CONTRACTOR incidental to the Services.
- B. "Hazardous Materials" are or contain dangerous goods, chemicals, contaminants, substances, pollutants, or any other materials that are defined as hazardous by relevant local, state, national, or international law, regulations, and standards.
- C. "Purchase Order" is CITY's document setting forth specific Services to be rendered and Order information.
- D. "Order" means CITY's authorization for CONTRACTOR to provide the Services defined in accordance with the CITY's Purchase Order sent to CONTRACTOR.
- E. "Service(s)" means the work which CONTRACTOR is to perform for CITY as set forth in Exhibit A1 in compliance with the Performance Standards of Exhibit A2 and the Maintenance Agreement of Exhibit A3.
- F. "Expiration Date" is defined as set forth on the first page of this Contract.

2. **TERM OF AGREEMENT**

The term of this Contract shall begin on the Effective Date, and continue to the Expiration Date. The Effective Date of this Contract shall be the date of the last of the parties to sign, unless otherwise stated. If this Contract is renewable, it shall only be renewed at CITY's sole discretion.

3. **PRICING**

- A. Prices set forth on Exhibit A4 shall remain fixed for the duration of this Contract except as provided herein. The parties agree that 1% of the total payment to CONTRACTOR is the specific consideration from the CITY to CONTRACTOR for CONTRACTOR's indemnity agreement.
- B. The price charged CITY for any Service shall always be CONTRACTOR's lowest price charged any customer for that equivalent Service regardless of any special terms, conditions, rebates, or allowances of any nature. If CONTRACTOR sells any Service to any customer at a price less than that set forth herein, CONTRACTOR shall adjust its price to the lower price for any un-invoiced Service and for all future invoices for such Service. For purposes of comparing price under this Paragraph, the price and/or conversion costs of Services shall include those CONTRACTOR cost components which are generic to the Services as compared to other similar services generally provided by CONTRACTOR. Such comparison shall be made to the extent Services have similar characteristics, such as labor rates, turnkey material costs, storage expenses, or other specific comparison criteria agreed upon by the parties.
- C. In the event CONTRACTOR offers a lower price, either as a general price drop or only to some customer(s) for any reason, CONTRACTOR shall immediately inform CITY of this price and rebate to CITY an amount equal to the difference in the price paid by CITY and the lower price for all such Services provided during the preceding thirty (30) days.
- D. All Applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges paid by CONTRACTOR shall be stated separately on CONTRACTOR's invoice and borne by CONTRACTOR. In the event that CITY is prohibited by law from remitting payments to the CONTRACTOR unless CITY deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then CITY shall duly withhold such taxes and shall remit the remaining net invoice amount to the CONTRACTOR. CITY shall not reimburse CONTRACTOR for the amount of such taxes withheld.
- E. The purchase of equipment, materials, and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city

governments. Upon request, applicable federal excise exemption certificates will be furnished to CONTRACTOR.

- F. Additional costs including such taxes, surcharges and delivery costs, except those described on Exhibit A4, will not be paid or reimbursed without CITY's prior written approval.
- G. CITY reserves the right to have CONTRACTOR's records inspected and audited to ensure compliance with this Contract. At CITY's option or upon CONTRACTOR's written demand, such audit will be performed by an independent third party at CITY's expense. However, if CONTRACTOR is found to not be complying with this Contract in any way, CONTRACTOR shall reimburse CITY for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit. The results of such audit shall be kept confidential by the auditor to the extent allowed by law and, if conducted by a third party, only CONTRACTOR's failures to abide by the obligations of this Contract shall be reported to CITY.

4. **INVOICING AND PAYMENT**

- A. Payment for Services as specified in the contract shall be processed promptly after performance of Services and after receipt of properly prepared invoice(s). Original invoices shall be submitted and shall include: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, Contractor must render original invoice to the City of Melbourne, Accounts Payable Division, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. CONTRACTOR shall be responsible for and hold the CITY harmless for any and all payments to CONTRACTOR's vendors or subcontractors utilized in the performance of the Services.
- C. Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Offered discounts, however, will be taken if payment is made within the discount period.
- D. Payment is made when CITY's check is mailed or EDI funds transfer initiated.
- E. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by CITY shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Contract.
- F. No payments shall be made in advance of acceptance of services not covered under this Contract nor for Services not acceptable to CITY.
- G. CONTRACTOR agrees to invoice CITY no later than sixty (60) days after performance of Services. CITY will not be obligated to make payment against any invoices submitted after such period.
- H. Payment by the CITY shall be subject to approval and acceptance of Services by CITY. Notwithstanding the foregoing, CITY's payment shall not constitute acceptance.

5. **NON-APPROPRIATION –**

All funds for payment by CITY under this Contract are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Services provided under this Contract, CITY will terminate this Contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Services covered by this Contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Contract,

CONTRACTOR on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Contract beyond the date of termination.

6. NON-EXCLUSIVITY

The right to provide the Services, which will be granted under this Contract, shall not be exclusive. The CITY reserves the right to competitively bid any Services from another provider when it is in the best interest of CITY.

7. TERMINATION

- A. CITY may terminate this Contract or any Purchase Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONTRACTOR.
- B. CITY may terminate this Contract upon written notice to CONTRACTOR in the event CONTRACTOR defaults on any of the terms and conditions of this Contract and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.
- C. Notwithstanding the foregoing, CITY may immediately terminate this Contract, without providing CONTRACTOR with notice of default or an opportunity to cure, if CITY determines that CONTRACTOR has failed to comply with any of the terms and conditions of this Contract related to safety, indemnification or insurance coverage.
- D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract by providing written notice to CONTRACTOR but without an opportunity to cure if CITY determines CONTRACTOR knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of CONTRACTOR's bid or this Contract, which representation was materially false, deceptive, incorrect, or incomplete.
- E. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to CONTRACTOR if the State of Florida or the federal government enacts a law, which removes or restricts the authority of CITY to conduct all or part of its function.
- F. Upon receipt of such notice of termination, CONTRACTOR shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for Services relating to this Contract, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Contract.
- G. There shall be no termination charges for Services not yet provided. The CITY will be responsible for payment of authorized Services already provided by CONTRACTOR but not yet invoiced, provided such Services have been approved by the CITY. Upon payment of CONTRACTOR's claims, the CITY shall be entitled to all work and materials paid for.
- H. Before assuming any payment obligation under this section, the CITY may inspect CONTRACTOR's work in process and audit all relevant documents prior to paying CONTRACTOR's invoice.
- I. There shall be no charges for termination of orders for Services. Notwithstanding anything to the contrary, CONTRACTOR shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONTRACTOR's suppliers or subcontractors after CONTRACTOR receives the notice, nor for any costs CONTRACTOR could reasonably have avoided.
- J. Notwithstanding anything else in this Contract, failure to meet the performance date(s) in this Contract shall be considered a material breach of contract and shall allow CITY to terminate the order for the Services and/or any subsequent Orders in the Purchase Order without any liability.

8. FORCE MAJEURE

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control such as acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Services are to be delayed by such contingencies,

CONTRACTOR shall immediately notify CITY in writing and CITY may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Purchase Order at no cost to CITY.

9. SCHEDULING AND ORDERS

- A. CONTRACTOR shall promptly perform Services as scheduled or shall promptly notify the CITY if unable to perform any scheduled Services and shall state the reasons.
- B. CITY may place any portion of an Order on hold by notice which shall take effect immediately upon receipt. Orders placed on hold will be rescheduled or canceled within a reasonable time.
- C. CITY shall have no obligation with respect to the purchase of Services under this Contract until such Services are specified in an issued Purchase Order.
- D. CONTRACTOR, in performing work under this Contract, shall provide and maintain during the life of this Contract, equipment and staff sufficient in number, condition and capacity to efficiently perform the work and provide the Services required by this Contract.

10. WARRANTY

- A. CONTRACTOR represents and warrants that all Services provided shall be performed in a workmanlike and competent manner in accordance with the highest professional standards in CONTRACTOR's trade or industry, and shall meet the descriptions and specifications provided on Exhibit A1 and the performance standards stated in Exhibit A2. CITY may inspect and test all Items and review Services at reasonable times in such manner as shall not unreasonably hinder or delay CONTRACTOR's performance. All Items and Services shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at CONTRACTOR's premises or any prior payment for such Services. Items rejected by CITY as not conforming to this Contract or specifications, whether provided by CITY or furnished with the Item, may be returned to CONTRACTOR at CONTRACTOR's risk and expense and, at CITY's request, shall immediately be repaired or replaced.
- B. CONTRACTOR makes the following warranties regarding Items furnished hereunder, which shall survive any delivery, inspection, acceptance, payment, or resale of the Services and Items:
 - (i) Items will not infringe any party's intellectual property rights;
 - (ii) CONTRACTOR has the necessary right, title, and interest to provide said Items to CITY, and the Items will be free of liens and encumbrances;
 - (iii) Items are new, and of the grade and quality specified;
 - (iv) Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by CONTRACTOR, and to any other agreed-to specifications; and
 - (v) Items conform to the manufacturing quality provisions set forth in Exhibit A2.
- C. If CONTRACTOR breaches any of the foregoing warranties, or Items are otherwise non-conforming, during a period of three (3) years after CITY's acceptance of Services, CONTRACTOR shall, at CITY's option, (i) promptly correct any non-conforming or defective workmanship at no additional cost to the CITY; or (ii) CONTRACTOR shall promptly repair, replace, or refund the amount paid for such Items and Services; and (iii) shall pay to CITY all incidental and consequential damages arising from breach of the foregoing warranties. CONTRACTOR shall bear the cost of shipping and risk of loss of all defective or non-conforming Items while in transit. Notwithstanding the foregoing, the parties agree that the term of the manufacturer's standard warranty shall apply to all manufacturing defects.

11. INDEPENDENT CONTRACTOR

In performing Services under this Contract, CONTRACTOR is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of the CITY. As an independent contractor, CONTRACTOR will be solely responsible for determining the means and methods

for performing the required Services. CONTRACTOR shall have complete charge and responsibility for personnel employed by CONTRACTOR; however, the CITY reserves the right to instruct CONTRACTOR to remove from the CITY's premises immediately any of CONTRACTOR's personnel who are in breach of Paragraph 17 herein. Such removal shall not relieve CONTRACTOR's obligation to provide Services under this Contract.

12. SECURITY

CONTRACTOR confirms that employees of CONTRACTOR performing work at the CITY's facilities have no record of criminal convictions involving drugs, assault or combative behavior, or theft within the last five years. CONTRACTOR understands that such employees may be subject to criminal history investigations by the CITY at the CITY's expense and may be denied access to the CITY's facilities if any such criminal convictions are discovered.

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

- A. Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, computers, test equipment, and other materials furnished or paid for by CITY shall: (i) remain or become the CITY's property; (ii) be used by CONTRACTOR exclusively for CITY's orders; (iii) be clearly marked as CITY's property and segregated when not in use; (iv) be kept in good working condition at CONTRACTOR's expense; and (v) be shipped to CITY promptly on demand.
- B. CONTRACTOR shall insure CITY's personal property and be liable for loss or damage while in CONTRACTOR's possession or control, ordinary wear and tear excepted.

14. ASSIGNMENT OF INTELLECTUAL PROPERTY

CONTRACTOR hereby assigns to CITY all right, title, and interest to all intellectual property created by the CONTRACTOR arising out of or utilized by the CONTRACTOR in the performance of this Contract and the ownership of the intellectual property shall be vested solely in the CITY. In respect to copyrights, this assignment shall be effective for the entire duration of the copyrights and shall include, but not be limited to, all rights to derivative works. The CONTRACTOR waives all rights of attribution and integrity for specific works created by CONTRACTOR under this Contract.

15. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right, arising out of the use or sale of Items or CONTRACTOR's Services. If an injunction issues as a result of any such claim or action, CONTRACTOR agrees at CONTRACTOR's expense and CITY's option to either: (i) procure the right to continue using Items; (ii) replace them with non-infringing Items; (iii) modify them so they become non-infringing; or (iv) refund to the CITY the amount paid for any Items returned to CONTRACTOR or for any Item destroyed and for Services connected therewith.

16. GENERAL INDEMNIFICATION

CONTRACTOR shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated costs and expenses (including attorney's fees), which may hereafter incur, become responsible for, or pay out as a result of: death or personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment, and any clean up costs in connection therewith, or any violation of law, governmental regulation or orders, to the extent caused by (i) CONTRACTOR's breach of any term or provision of this

Contract; (ii) any negligent or willful acts, errors, or omissions by CONTRACTOR, its employees, officers, agents, representatives, or subcontractors in the performance of this Contract; or (iii) dangerous defects in Items. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided.

17. COMPLIANCE WITH LAWS

- A. CONTRACTOR shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Items and/or the performance of services in the course of this Contract. Lack of knowledge by CONTRACTOR shall in no way be cause for relief from responsibility. These may include, but are not limited to, Department of Commerce, Environmental Protection Agency, and Department of Transportation regulations applicable to Hazardous Materials and all immigration, employment and labor laws governing CONTRACTOR's personnel providing Services to the CITY.
- B. CONTRACTOR represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.
- C. CONTRACTOR represents and warrants that the Items supplied and Services provided to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Upon request of CITY, CONTRACTOR shall provide copies of CONTRACTOR's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of CONTRACTOR's subcontractors for the past twenty-four (24) months.
- D. CITY actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). CONTRACTOR shall establish appropriate procedures and controls so no services or products under this Contract will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. CONTRACTOR shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095, Fla. Stat. Notwithstanding anything to the contrary in this Contract, the CITY reserves the right to terminate this Contract in accordance with §448.095, Fla. Stat.
- E. Public Entity Crimes Statement. CONTRACTOR represents and warrants that is not listed on the State of Florida's convicted vendor listing established under the provisions of §287.133, Fla. Stat., whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from bid submittal for a period of thirty-six (36) months. CONTRACTOR acknowledges the continuous duty to disclose to the CITY if CONTRACTOR or any of its affiliates are placed on the convicted vendor list.
- F. CONTRACTOR shall maintain, for the duration of this Contract, all valid licenses and certificates required for the performance of work and Services and provision of Items.
- G. Scrutinized Companies. Subject to *Odebrecht Construction, Inc., v. Prasad and Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation* and their progeny, as applicable, CONTRACTOR certifies that it (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria in violation of §287.135, Fla. Stat. If the CITY determines that CONTRACTOR has falsely certified facts under this sub-paragraph or if CONTRACTOR is found to

have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after execution of this Contract, CITY will have all rights and remedies to terminate this Contract consistent §287.135, Fla. Stat. CITY reserves all rights to waive certifications required by this paragraph on a case-by-case exception basis pursuant to §287.135, Fla. Stat..

- H. Foreign Gifts and Contracts. CONTRACTOR must comply with any applicable disclosure requirements in §286.101, Fla. Stat.
- I. Foreign Country of Concern. CONTRACTOR represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of §287.138, Fla. Stat.
- J. Environmental and Social Government and Corporate Activism. Pursuant to §287.05701, Fla. Stat., CITY cannot give preference to a vendor based on social, political or ideologic interests as set forth therein. Violations of this restriction 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.
- K. CONTRACTOR agrees to abide by all of CITY's rules and regulations while on CITY's premises or performing Services including, but not limited to, safety, health and Hazardous Material management rules, and rules prohibiting misconduct on CITY's premises such as use of physical aggression against persons or property, harassment, and theft. CONTRACTOR will perform only those Services identified on Exhibit A1 and will work only in areas designated for such Services. CONTRACTOR shall take all reasonable precautions to ensure safe working procedures and conditions for performance on CITY's premises and shall keep CITY's site neat and free from debris.
- L. Failure to comply with this Paragraph shall be considered a breach of contract.

18. RETENTION AND AUDIT

- A. CONTRACTOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONTRACTOR agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat..
- B. The CITY reserves the right to audit the records of CONTRACTOR for the Services and Items provided under this Contract at any time during the performance and term of this Contract and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR in relation to this Contract at any and all times during normal business hours during the term of this Contract. Records relating to the performance of this Contract shall be made available to CITY for audit upon reasonable notice.
- C. A request to inspect or copy public records relating to this Contract for Services must be made directly to the CITY and CONTRACTOR shall not release a public record in response to a request arising from anyone other than the CITY.
- D. To the extent CONTRACTOR is "acting on behalf of the CITY" CONTRACTOR shall be subject to the following provisions:
 - (i) As required by §119.0701, Fla. Stat., CONTRACTOR shall
 - (1) Keep and maintain public records required by the CITY to perform the Services.
 - (2) Upon request from the CITY, 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 by law.
 - (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of the Contract and following 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 required by the CITY to

perform the Service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.

(ii) The CONTRACTOR who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Contract by CONTRACTOR. In the event of such breach, in addition to all other remedies available, CONTRACTOR shall pay to CITY all incidental and consequential damages arising from such breach, including attorneys' fees and costs incurred by the CITY in defending a public records action as well as those assessed against the CITY in such public records action.

(iii) The term "public record" as used in this section 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 and in connection with the transaction of official business by or on behalf of the CITY. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the CITY's City Attorney's Office or the City Clerk's Office; provided that the CONTRACTOR hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by CONTRACTOR.

19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

- A. This Contract contains the entire understanding between the CITY and CONTRACTOR with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in CONTRACTOR'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.
- B. CONTRACTOR shall not substitute the Items.
- C. In the event of any conflict between or among this Contract or any ambiguity or missing specifications or instruction, the following priority is established:
 - First, the "Supplemental Provisions" set forth as Exhibit B to the Contract;
 - Second, the "Federal Provisions" set forth as Exhibit C to the Contract;
 - Third, these "Standard Terms and Conditions of Purchase Agreement – Services" incorporated by reference into the Contract.
 - Fourth, CITY's Invitation to Bid or CITY's Request for Proposal, as the case may be, with supporting addenda and CONTRACTOR's bid but only to the extent responsive to CITY's request, collectively set forth as Exhibit D to the Contract.
- D. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.
- E. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.
- F. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless CITY determines in its discretion that the court's determination causes this Contract to fail in any of its essential purposes.
- G. Notwithstanding anything else contained in this Contract, CITY

and CONTRACTOR specifically agree that failure to perform certain obligations undertaken in connection with this Contract would cause irreparable damage, and that monetary damages would not provide an adequate remedy in such event. The parties further agree that CONTRACTOR's failure to complete performance of the Services called for in this Contract or on any project Ordered under this Contract, or failure to perform or effect performance of Services as contracted are such certain obligations. Accordingly, it is agreed that, in addition to any other remedy to which the non-breaching party may be entitled, at law or in equity, the non-breaching party shall be entitled to an order of specific performance to compel performance of such obligations.

20. DISPUTES

In case of dispute arising under this Contract between the parties, the decision of the CITY of Melbourne shall be final and binding of both parties.

21. ASSIGNMENT; SUBCONTRACTORS

CONTRACTOR may neither assign nor factor any rights in nor delegate any obligations under this Contract or any portion thereof without the written consent of the CITY. CITY may cancel this Contract for cause should CONTRACTOR attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Contract may be amended only in writing signed by CONTRACTOR and CITY and subject to with the same degree of formality evidenced in this Contract. Nothing contained in this Contract will be construed as establishing any contractual relationship between CITY and any subcontractor of CONTRACTOR. CONTRACTOR will be fully responsible to CITY for the acts and omissions of the CONTRACTOR's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall

require prior written approval by the CITY.

22. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

CITY encourages and agrees to CONTRACTOR extending the pricing, terms and conditions of this Contract to other governmental entities at the discretion of CONTRACTOR.

23. APPLICABLE LAW

This Contract is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Contract shall be filed in Brevard County, Florida.

24. HEADINGS

The headings provided in this Contract are for convenience only and shall not be used in interpreting or construing this Contract.

25. SURVIVAL

The provisions of Paragraphs 1 (Definitions), 10 (Warranty), 13 (Ownership and Bailment), 14 (Assignment of Intellectual Property), 15 (Intellectual Property Indemnification), 16 (General Indemnification), 18 (Retention and Audit), 19 (Merger, Modification, Waiver and Remedies), 20 (Disputes), 23 (Applicable Law), 24 (Headings), and 25 (Survival), and, as applicable, Exhibit A1 (Product Description and Statement of Work), Exhibit A2 (Performance Standards), Exhibit A3 (Maintenance Agreement except for Technical Support which expires or terminates), Exhibit C (Federal Compliance Provisions), all of which will survive any termination or expiration of this Contract.

26. TIME

Time is of the essence in the performance of this Contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS:

City Clerk
900 East Strawbridge Avenue
Melbourne, Florida 32901
Telephone: 321-608-7220
Email: City.Clerk@MLBFL.org

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT A1

STATEMENT OF WORK

CONTRACTOR shall perform all work and provide all Services (and Items incidental thereto) set forth herein in compliance with the Performance Standards of Exhibit A2 and the Maintenance Agreement of Exhibit A3.

CONTRACTOR shall provide Consulting Services for Information Technology Master Plan as more particularly described as follows:

I. OVERVIEW

CONTRACTOR shall furnish all labor, materials, equipment, tools, transportation, shipping and handling, supervision and insurance necessary to furnish, deliver Consulting Services for Information Technology Master Plan.

II. SCOPE OF SERVICES

The scope of services as currently shows is a general guide to the work the CITY expects to be performed by the Consultant and is not a complete listing of all services that may be required or desired. Services consist of the following:

- A. Conduct a thorough analysis and provide recommendations on the CITY's current technology environment, including services, infrastructure, staffing, applications, security, funding, workflow processes, and business systems.
- B. Assess the CITY's current IT Governance structure to ensure that it best meets the CITY's technology needs through the most appropriate service provision agreements, policies, resource availability, and reporting relationships.
- C. Identify practical and relevant public sector industry standards for IT Contingency Plan for Incident Response, Disaster Recovery, Business Continuity and Risk Management.
- D. Identify existing and available outsourcing relationships and opportunities.
- E. Evaluate and identify means and approaches to accommodate current and emerging technology requirements, major trends, and necessary upgrades facing the CITY.
- F. Assess customer needs by meeting with all levels of management and other key technology "customers" as well as IT.
- G. Identify workflow processes to ensure efficient service management and delivery to business units and the public.

III. DELIVERABLES

Deliverables to be provided include a 5-year IT strategic master plan addressing the topic listed herein and any others identified in the process.

- A. **Draft Plan** – A draft strategic plan, comprised of an executive summary, findings, and prioritized recommendations shall be produced prior to being directed to proceed with a final plan.
- B. **Final Plan** – A final strategic plan will be comprised of:
 - 1. An executive summary that effectively communicates the information reviewed.
 - 2. A summary of findings and prioritized recommendations.
 - 3. Comprehensive documentation of findings and prioritized recommendations.
 - 4. A project plan outlining projects by priority that includes timelines and cost estimates.

EXHIBIT A2

PERFORMANCE STANDARDS/QUALITY REQUIREMENTS

In addition to those requirements set forth in the Statement of Work attached and incorporated as Exhibit A1 to the Contract, all Services (and Items incidental thereto) and work provided by the CONTRACTOR shall conform to the following:

I. GENERAL REQUIREMENTS

- A. Legal Compliance - CONTRACTOR shall comply with federal and state anti-discrimination laws and regulations (including Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Florida Civil Rights Act and the U.S. Equal Employment Opportunity's Uniform Guidelines on Employee Selection Procedures "UGESP") in developing testing and promotion programs, including its expertise in utilizing proper test validation methods, and state laws and regulations requiring veterans' preference (including Chapter 295, Florida Statutes).
- B. CONTRACTOR shall notify the CITY promptly of any significant or material change in its financial condition.
- C. Failure to Perform - In the event CONTRACTOR fails to comply with the established delivery schedule, the CITY reserves the right to make an open market purchase of required services, and to charge as damages, the difference between the established contract price and the actual cost incurred by the CITY, and to collect such charges from the CONTRACTOR or deduct the amount from any sum owed the CONTRACTOR.

II. PAYMENT/INVOICING

CONTRACTOR shall submit invoices and supporting receipts within (30) business days from completion and acceptance of a testing project and adhere to CITY's travel policy (see Attachment A).

A. Invoices

Invoices shall include, at a minimum, the following information:

- Company Name
- Remittance address on the face of invoice
- CITY Purchase Order Number
- CONTRACTOR's Invoice Number
- Date of delivery of services
- Delivery address
- Description of services performed, product descriptions and quantity
- Itemized costs and total sum of products and services performed
- Allowable discounts

B. Payment

The CITY shall pre-audit invoices submitted by the CONTRACTOR and pay the CONTRACTOR only for approved invoices. All payments by the CITY will be made in accordance with the requirements of the Florida Local Government Prompt Payment Act.

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT A4**PRICING SCHEDULE**

CONTRACTOR shall provide all Services (and Items incidental thereto) and work set forth in this Contract for the cost stated below.

Item	Task	Cost
1	Conduct a thorough analysis and provide recommendations on the CITY's current technology environment, including services, infrastructure, staffing, applications, security, funding, workflow processes, and business systems.	\$9,500
2	Assess the CITY's current IT Governance structure to ensure that it best meets the CITY's technology needs through the most appropriate service provision agreements, policies, resource availability, and reporting relationships.	\$9,500
3	Identify practical and relevant public sector industry standards for IT Contingency Plan for Incident Response, Disaster Recovery, Business Continuity and Risk Management.	\$5,950
4	Identify existing and available outsourcing relationships and opportunities.	\$4,150
5	Evaluate and identify means and approaches to accommodate current and emerging technology requirements, major trends, and necessary upgrades facing the CITY.	\$5,950
6	Assess customer needs by meeting with all levels of management and other key technology "customers" as well as IT.	\$11,300
7	Identify workflow processes to ensure efficient service management and delivery to business units and the public	\$5,950
8	<u>Deliverables: Draft Plan</u> – A draft strategic plan, comprised of an executive summary, findings, and prioritized recommendations shall be produced prior to being directed to proceed with a final plan.	\$29,050
9	<u>Deliverables: Final Plan</u> – A final strategic plan will be comprised of: -An executive summary that effectively communicates the information reviewed -A summary of findings and prioritized recommendations -Comprehensive documentation of findings and prioritized recommendations -A project plan outlining projects by priority that includes timelines and cost estimates	\$24,750
TOTAL COST ITEMS 1-9		\$106,100
OPTIONAL PRICING:		
10	Conduct an assessment using the framework of the U.S. Department of Commerce's National Institute of Standards and Technology (NIST). At a minimum, the assessment should use the 'Identify-Protect-Detect-Respond-Recover' framework and include a risk assessment, penetration testing, security controls, security awareness training, and incident response. The assessment should yield a list of recommendations for implementation, including prioritization of such.	\$38,500
11	Presentation to the City's leadership team and subsequent presentation to City Council.	\$6,400
12	Not-to-exceed price for each on-site occurrence* *an occurrence is 1 on-site business day for 2 BerryDunn consultants	\$1,900
13	Not-to-exceed price per additional consecutive day after occurrence	\$580
Travel expenses, training, transportation, fringe benefits, indirect costs, clerical, and all other expenses shall be included in ALL of the above costs.		

PRICE ADJUSTMENTS:

All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. The CITY may entertain a request for price adjustments, in writing prior to the completion of each term of the contract. CONTRACTOR shall be notified in writing of the CITY's intent to renew. It is the CONTRACTOR's responsibility to request any pricing adjustment in writing at least thirty (30) calendar days prior to the completion of each term of the contract. CONTRACTOR's adjustment request must clearly substantiate the requested increase (with copies of manufacturer's invoices, notices of price increases, etc.). No price adjustment will be approved to compensate CONTRACTOR for inefficiency or for errors or omissions in judgment or for additional profit. The CITY reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). The CITY also reserves the right to consider other information related to special economic and/or industry circumstances when evaluating a price change request. The CITY reserves the right to accept or reject the request for a price adjustment and to review contract pricing for price de-escalation utilizing the above methods as well.

New pricing, if acceptable to the CITY, shall go into effect upon execution of contract amendment for renewal.

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT B

SUPPLEMENTAL PROVISIONS

1. Bid.

This Contract is awarded based on CONTRACTOR's Response responding to CITY's ITB or RFP, as the case may be. CONTRACTOR represents and warrants that all information and representations contained in the Response is truthful to the best of CONTRACTOR's knowledge and belief and CONTRACTOR hereby restates and affirms all representations contained in the Response.

2. Performance Bonds.

No performance bonds or payment bonds are required by this Contract.

3. Notice to Parties

- A. Notice to the City regarding terms and conditions of the Contract and changes in address/addressee shall be directed to the City Procurement Contact as identified on the cover page of this Contract. Notice and communication with the City regarding the Services shall be directed to the City Department Contact as identified on the cover page of this Contract. Inquiries regarding payment to CITY shall be directed to City of Melbourne, Accounts Receivable, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. Notice and communication and changes in address/addressee to the CONTRACTOR shall be directed to the CONTRACTOR Contact as identified on the cover page of this Contract.
- C. Notice of default or notice of termination of this Contract shall be made in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested and shall be addressed as follows:

If to the CITY

Procurement Manager
Procurement Division
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

If to CONTRACTOR:

Berry, Dunn, McNeil & Parker, LLC
Kevin Price
2211 Congress Street
Portland, Maine 04102

A party may unilaterally change its address or addressee by giving notice in writing to the other party as provided in this section. Thereafter, notices and other pertinent correspondence shall be addressed and transmitted to the new address.

4. Insurance Requirements

4.1 Commercial General Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence/aggregate and a deductible amount of not more than \$10,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list the City of Melbourne as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of A or higher. Other specific policy endorsements may be required by the Contract, depending upon the type and scope of work to be performed.

4.2 Business Automobile Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles. In the event the awarded Contractor does not own any

automobiles, the Business Auto Liability requirement shall be amended allowing the awarded Contractor to maintain only Hired & Non-Owned Auto Liability Insurance.

4.3 Workers Compensation & Employer's Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Florida Workers Compensation Insurance at Statutory limits and Employers Liability Insurance with limits of at least \$500,000 each accident, \$500,000 each disease/employee and \$500,000 per disease/policy limit.

4.4 Cyber Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Cyber Liability Insurance with a limit of not less than \$1,000,000 per occurrence/aggregate.

4.5 Proof of Insurance. CONTRACTOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance. Such certificates shall clearly show the insurance coverage required by the Contract. In the case of Commercial General Liability Insurance, a copy of the Additional Insured Endorsement page issued by the underwriting insurance company showing that the City of Melbourne has been listed as an Additional Insured on the policy shall accompany the Certificate of Insurance.

4.6 All coverage for CONTRACTOR's subcontractors shall be subject to all of the requirements stated herein.

5. Supplemental Provisions

- A. Exhibit A, Standard terms and Conditions of Purchasing Agreement – Services, Section 3. Pricing subsection B and C are hereby changed to: B. The price charged CITY for any Service shall always be CONTRACTOR's lowest price charged any customer within the State of Florida for all equivalent Service regardless of any special terms, conditions, rebates, or allowances of any nature. If CONTRACTOR sells any Service to any customer in Florida at a price less than that set forth herein, CONTRACTOR shall adjust its price to the lower price for any un-invoiced Service and for all future invoices for such Service. For purposes of comparing price under this Paragraph, the price and/or conversion costs of Services shall include those CONTRACTOR cost components which are generic to the Services as compared to other similar services generally provided by CONTRACTOR. Such comparison shall be made to the extent Services have similar characteristics, such as labor rates, turnkey material costs, storage expenses, or other specific comparison criteria agreed upon by the parties. C. In the event CONTRACTOR offers a lower price within the State of Florida, either as a general price drop or only to some customer(s) for any reason, CONTRACTOR shall immediately inform CITY of this price and rebate to CITY an amount equal to the difference in the price paid by CITY and the lower price for all such Services provided during the preceding thirty (30) days.
- B. Exhibit A, Standard terms and Conditions of Purchasing Agreement – Services, Section 18. Subsection B. is hereby changed to: The CITY reserves the right to audit the records of CONTRACTOR for the Services and Items provided under this Contract at any time during the performance and term of this Contract and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. The selection of any certified public accountant is subject to the approval of the CONTRACTOR. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR in relation to this Contract at any and all times during normal business hours during the term of this Contract. Records relating to the performance of this Contract shall be made available to CITY for audit upon reasonable notice.

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT D2

REQUEST FOR PROPOSAL

On file in Procurement Division

EXHIBIT D3

CONTRACTOR'S RESPONSIVE BID/PROPOSAL

On file in Procurement Division



**Melbourne City Council
October 14, 2025
City Manager's Item Report**

Department:	Fire Department
Presenter:	Shane Leech
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.I.

Subject:

Purchase of 31 sets of Globe personal protective clothing (structural firefighting gear), Bennett Fire Products Co., Inc., Woodstock, GA - \$114,956.99.

Background/Consideration:

Personal protective clothing (structural firefighting gear) is required when a firefighter enters an immediately dangerous to life and health atmosphere - ranging from structure fires to hazardous materials incidents. The National Fire Protection Association (NFPA) requires the retirement of gear every ten (10) years. The Fire Department strives to replace the quantity necessary to meet recommendations and to ensure firefighters are adequately protected. This year, the Department requests to purchase 31 sets of personal protective clothing to replace gear that has met its life expectancy and to outfit new hires.

Contract/Solicitation:

This purchase utilizes the contract pricing from Lake County, Florida contract number 22-730. The quoted pricing is less than the contract pricing. This contract expires on July 31, 2027.

Fiscal/Budget Impact:

While funding in the amount of \$117,800.00 was allocated for this purchase within the Fiscal Year 2026 adopted budget, the actual cost is \$114,956.99. Funding is available in 53000522-552320 (Safety Gear).

Requested Action:

Approval of the purchase of 31 sets of personal protective clothing (structural firefighting gear), Bennett Fire Products, Co., Inc., Woodstock, GA - \$114,956.99.

E Quotation
Bennett Fire Products Co., Inc.

October 1st, 2025

Mr. Mike Dalton
Melbourne Fire Department
1500 S. Hickory Street
Melbourne, FL 32901



This price quote is valid until December 31st, 2025.

Discounts in reference to Lake County, FL Contract 22-730B, expires July 31st, 2027. Contract may be viewed in its entirety at www.lakecountyfl.gov. To find information regarding this contract, follow the instructions below.

Globe G-Xtreme 3.0 Jacket per Melbourne Fire Department Specifications
List Price - \$3,860.70 each
Lake County Discounted Price (44% discount) - \$2,162.00 each
Melbourne Fire Department Price - \$2,123.39 each

31 jackets @ \$2,123.39 each - \$65,825.09 total

Globe GPS Trousers and Suspenders per Melbourne Fire Department Specifications
List Price - \$2,881.62 each
Lake County Discounted Price (44% discount) - \$1,613.71 each
Melbourne Fire Department Price - \$1,584.90 each

31 trousers @ \$1,584.90 each - \$49,131.90 total

Delivery: Globe gear 75-90 days, at time of quotation, after receipt of order
FOB Melbourne, FL
Terms: net 30 days

Thank you for the opportunity to serve you.

Josh Vandegrift, 404-747-2868, jvandegrift.bennettfire@gmail.com

Bennett Fire Products Co., Inc.
195 Stockwood Drive, Suite 170
Woodstock, GA 31088
bennettfire@att.net

Instructions for downloading Lake County/Bennett Fire Products Company contract information: Visit the website www.lakecountyfl.gov.

1. View the left hand column, click on “Doing Business with Lake County”. 2. View the left hand column, click on “View Term and Supplier Agreements”. 3. Under the Search for Contracts space, type **Bennett Fire** 4. Contract 22-730B will appear and the full contract or parts can be downloaded.

If you have trouble finding the information you need regarding this contract, or if you need additional information, please contact Danny Bennett at bennettfire@att.net or 770/402-9910.

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET**

DATE: 06/01/2022

MEETING DATE: 7/26/2022

TO: Jennifer Barker, County Manager

ITEM TYPE: Consent Item

THRU:

ITEM ID: 18195

James Dickerson, Fire Chief

BY: Gretchen Bechtel, Contracting Officer II

SUBJECT: Fire Equipment, Supplies, and Services

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend Approval:

1. Of Contracts 22-730A through 22-730K for Fire Equipment, Supplies, and Services to: All Safe Industries, Inc. (Louisville, KY), Bennett Fire Products Company, LLC (Woodstock, GA), Fisher Scientific (Tampa, FL), Henry Schein, Inc. (Melville, NY), Life-Assist, Inc. (Rancho Cordova, CA), Medline Industries, LP (Northfield, IL), Municipal Emergency Services, Inc. (Sandy Hook, CT), Municipal Equipment Company, LLC (Orlando, FL), North America Fire Equipment, Co., Inc. (Decatur, AL), TechnicalRescue.com, Inc. (Cooper City, FL), and Ten-8 Fire Equipment, Inc. (Bradenton, FL); and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The annual fiscal impact is estimated at \$1,100,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2022 Budget.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Office of Fire Rescue, issued Invitation to Bid 22-730 to provide for fire equipment, supplies, and services on an as-needed basis. This bid replaces expiring vendor pool Contracts 17-0606A through 17-0606L.

Staff recommends award to the following pool of responsive and responsible vendors: All Safe Industries, Inc. (Louisville, KY), Bennett Fire Products Company, LLC (Woodstock, GA), Fisher Scientific (Tampa, FL), Henry Schein, Inc. (Melville, NY), Life-Assist, Inc. (Rancho Cordova, CA), Medline Industries, LP (Northfield, IL), Municipal Emergency Services, Inc. (Sandy Hook, CT), Municipal Equipment Company, LLC (Orlando, FL), North America Fire Equipment, Co., Inc. (Decatur, AL), TechnicalRescue.com, Inc. (Cooper City, FL), Ten-8 Fire Equipment, Inc. (Bradenton, FL).

Fiscal Impact: The annual fiscal impact is estimated at \$1,100,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2022 Budget.

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
County Fire Fund	1680	2136300	Various		\$1,100,000

Advertised Date:

Paper:

Attachments:

1.	22-730A_unex_All Safe Industries
2.	22-730B_unex_Bennett Fire
3.	22-730C_unex_Fisher Scientific
4.	22-730D_unex_Henry Schein
5.	22-730E_unex_Life Assist
6.	22-730F_unex_Medline Industries
7.	22-730G_unex_Municipal Emergency Services
8.	22-730H_unex_Municipal Equipment Co
9.	22-730I_unex_NAFECO
10.	22-730J_unex_Technical Rescue
11.	22-730K_unex_Ten 8 Fire

STAFF APPROVALS AND DATES:

Gretchen Bechtel	Created/Initiated - 6/1/2022
Ron Falanga	Approved - 6/2/2022
Elizabeth Miner	Approved - 6/2/2022
James Dickerson	Approved - 6/2/2022
Thomas Carpenter	Approved - 6/2/2022
Todd Thornton	Approved - 6/2/2022
Allison Teslia	Approved - 6/3/2022
Melanie Marsh	Approved - 6/25/2022
Jennifer Barker	Approved - 7/1/2022
Misty Spahn	Final Approval - 7/1/2022

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:



MODIFICATION OF CONTRACT

Modification Number: Three (3) Effective Date: 8/1/2025	Contract Number: 22-730B Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9839	Contractor Name and Address: Name: Bennett Fire Products Company, Inc. Address: 195 Stockwood Drive, STE 170 City: Woodstock, Georgia 30188 ATTENTION: Richard Bennett, benettfire@att.net
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on July 31, 2027 or until new contract is awarded.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Danny Bennett</u> Print Name: <u>Danny Bennett</u> Title: <u>President</u> Date: <u>January 13, 2025</u> E-mail: <u>benettfire@att.net</u> Secondary E-mail: <u>benett.fire@hotmail.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: Gretchen Bechtel, Contracting Officer II Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2025.01.15 08:12:09 -05'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 8/1/2023		Contract Number: 22-730B Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022	
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9839		Contractor Name and Address: Name: Bennett Fire Products Company, Inc. Address: 195 Stockwood Drive, STE 170 City: Woodstock, Georgia 30188 ATTENTION: Richard Bennett, benettfire@att.net	
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800			
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.			
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on July 31, 2025.			
CONTRACTOR SIGNATURE BLOCK Signature: <u>Danny Bennett</u> Print Name: <u>Danny Bennett</u> Title: <u>President</u> Date: <u>March 2, 2023</u> E-mail: <u>benettfire@att.net</u> Secondary E-mail: <u>benett.fire@hotmail.com</u>		LAKE COUNTY SIGNATURE BLOCK Signature: Gretchen Bechtel, CPPB, Contracting Officer II Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.03.03 08:10:21 -05'00'	
Distribution: Original – Bid File Copy – Contractor Contracting Officer			



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 1/17/2023	Contract Number: 22-730B Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@LakeCountyFL.gov Telephone Number: 352-343-9832	Contractor Name and Address: Name: Bennett Fire Products Company, Inc. Address: 195 Stockwood Drive, Suite 170 City: Woodstock, Georgia 30188 ATTENTION: Richard Danny Bennett
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: This Contract Modification Number One (1) adds the following Manufacturer to agreement: Manufacturer: Veridian Fire Protective Gear Percentage Off List: 10% off retail price Freight Included: yes In Stock / Lead Time: 150 days after receipt of order Manufacturer's Website: www.veridian.net	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Danny Bennett</u> Print Name: <u>Danny Bennett</u> Title: <u>President</u> Date: <u>January 27, 2023</u> E-mail: <u>bennettfire@afl.net</u> Secondary E-mail: <u>bennett.Fire@hotmail.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: _____ Title: _____ Date: _____ Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.01.27 12:25:04 -05'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



CONTRACT NO. 22-730B

For

Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Bennett Fire Products Company, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/26/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

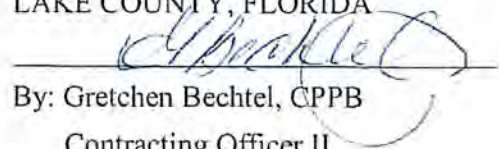
Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: N/A

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA


By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 7/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.

ACKNOWLEDGEMENT

Firm Name: Bennett Fire Products Company, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Danny Bennett*

Date: 4/26/2022

ADDENDUM NO. #2

22-730

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Bennett Fire Products Company, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Danny Bennett*

Date: 4/25/2022

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com

EXHIBIT A – SCOPE OF SERVICES

22-730

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
 - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
 - 2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
 - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
 - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
 - 3.4.1. The County will advise when the order is an emergency.
 - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
 - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

EXHIBIT A – SCOPE OF SERVICES**22-730****FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

**EXHIBIT A – SCOPE OF SERVICES
FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[The remainder of this page intentionally left blank]

EXHIBIT B – INSURANCE REQUIREMENTS

22-730

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

EXHIBIT B – INSURANCE REQUIREMENTS

22-730

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

[The remainder of this page is intentionally left blank.]

TABLE OF CONTENTS

TABLE OF CONTENTS	1
DEFINITIONS	1
INSTRUCTIONS TO VENDORS	1
PREPARATION OF PROPOSALS	2
COLLUSION.....	2
PROHIBITION AGAINST CONTINGENT FEES	2
CONTRACTING WITH COUNTY EMPLOYEES	3
INCURRED EXPENSES	3
AWARD	3
GRANT FUNDING.....	3
STATE REGISTRATION REQUIREMENTS	4
PRIME CONTRACTOR.....	4
SUBCONTRACTING.....	4
DISADVANTAGED BUSINESSES	4
GENERAL CONTRACT CONDITIONS.....	4
GOVERNING LAW	4
COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES.....	4
CONTRACT EXTENSION	5
MODIFICATION OF CONTRACT	5
ASSIGNMENT.....	5
NON-EXCLUSIVITY	5
OTHER AGENCIES	5
CONTINUATION OF WORK.....	5
WARRANTY	5
DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR	5
COUNTY IS TAX-EXEMPT.....	6
SHIPPING TERMS, F.O.B. DESTINATION.....	6
ACCEPTANCE OF GOODS OR SERVICES	6
ESTIMATED QUANTITIES	6
PURCHASE OF OTHER ITEMS	7
SAFETY	7
MATERIAL SAFETY DATA SHEET (MSDS)	7
TOBACCO PRODUCTS	7
CLEAN-UP.....	7
PROTECTION OF PROPERTY	8
CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES	8
TRUTH IN NEGOTIATION CERTIFICATE	8
COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS.....	8
RESPONSIBILITY AS EMPLOYER.....	8
MINIMUM WAGES	9
PRICE REDETERMINATIONS.....	9
INDEMNIFICATION	9
TERMINATION FOR CONVENIENCE	9

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING.....	9
TERMINATION FOR DEFAULT.....	9
FRAUD AND MISREPRESENTATION	10
RIGHT TO AUDIT	10
PROPRIETARY/CONFIDENTIAL INFORMATION.....	10
PUBLIC RECORDS LAW.....	10
COPYRIGHTS	12
SOVEREIGN IMMUNITY	12
COMPLIANCE WITH FEDERAL STANDARDS	12
E-VERIFY	12
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).....	12
FORCE MAJEURE	13
NO CLAIM FOR DAMAGES	13
CERTIFICATION REGARDING SCRUTINIZED COMPANIES	13
ANTI-TRAFFICKING RELATED ACTIVITIES.....	13
NOTICES	14

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

- A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
1. Disclosure of Employment.
 2. Disclosure of Ownership.
 3. Drug-Free Workplace.
 4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
 5. Americans with Disabilities Act (ADA).
 6. Conflict of Interest.
 7. Debarment Disclosure Affidavit.
 8. Nondiscrimination.
 9. Family Leave.
 10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.
- B. Public Entity Crimes: Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.
- E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.
- F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new one with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.
- G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

- H. **Conflicts within the Solicitation:** Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.
- I. **Prompt Payment Terms:** Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

- A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.
- B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.
- D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.
- F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

- A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.
- E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.
- F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.
- G. Any tie situations will be resolved in consonance with current written County procedure.
- H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on [Section 2-222, Local Vendor Preference](#).
- I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the [Procurement Protest Procedures site](#).

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the [Florida Department of State home page](#).

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit [Lake County Tax Exemption Certificate page](#) to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense, requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds \$195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the [*Bureau of Labor Statistics site here*](#). Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, 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 completion or termination of the Contract if the Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after it discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of \$1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

[The remainder of this page intentionally left blank]

The undersigned hereby declares that: Bennett Fire Products Company, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Confirmed, no conflict of interest, Danny Bennett

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) Choose an item. Choose an item.
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Bennett Fire Products Company, Inc.
Street Address: 195 Stockwood Drive, Suite 170
City: Woodstock State and ZIP Code: Georgia 30188
Mailing Address (if different): PO Box 2458
Telephone: 770-402-9910 Fax: N/A
Federal Identification Number / TIN: 58-2143532
DUNS Number: N/A

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Richard Danny Bennett*

Date: 4/26/2022

Print Name: Richard Danny Bennett

ATTACHMENT 1 – SUBMITTAL FORM

22-730

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

<i>Firm's Name Here</i>				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:		www.bennettfireproducts.com		
Warehouse Location(s):		Woodstock, GA		
Contact Information For Emergency/Disaster Services (24/7)				
Name:		Danny Bennett		
Email:		bennettfire@att.net		
Emergency Phone:		770-402-9910		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
		as of 4/25/22		
Globe Bunker Gear custom	44.00%	10-12 months	yes	www.us.msasafety.com
Cairns Bunker Gear custom	42.00%	10-12 months	yes	www.us.msasafety.com
Globe Accessories	10.00%	30 days	yes	www.us.msasafety.com
Globe Footwear	31.00%	75 days	yes	www.us.msasafety.com
Cairns Helmets custom	25.00%	45 days	yes	www.us.msasafety.com
Cairns Leather Fronts	2.00%	45 days	yes	www.us.msasafety.com
Cairns Helmet Parts	2.00%	30 days	yes	www.us.msasafety.com
PGI Clothing custom	10.00%	3-4 months	yes	www.pgi-inc.com
PGI Hoods and Accessories	2.00%	60 days	yes	www.pgi-inc.com
Firecraft Gloves	5.00%	10 days	yes	www.firecraftsafety.com
Firecraft Gear Bags	2.00%	10 days	yes	www.firecraftsafety.com
Shelby Gloves	5.00%	1-2 months	yes	www.shelbyglove.com
Stanfield Lifeliner Hoods	2.00%	1-2 months	yes	www.lifeliners.com
Black Diamond Rubber Boots	5.00%	4-6 months	yes	www.bdboots.com



**Melbourne City Council
October 14, 2025
City Manager's Item Report**

Department:	Engineering
Presenter:	James Ennis
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.m.

Subject:

First Amendment to the Continuing Contract for Professional Traffic Signal Retiming Consulting Services, Iteris, Inc., Tampa, FL.

Background/Consideration:

This is a request for approval of the first amendment to the continuing contract for traffic signal retiming services with Iteris, Inc. The City entered into a continuing contract with Iteris, Inc. on June 16, 2023 following a competitive selection process in accordance with Florida Statute 287.055. The term of the contract is three (3) years with the option of two (2) one-year renewals. The contract states that rates may be negotiated annually. It should be noted that since the 2023 contract award, no price increases were negotiated for 2024. This amendment will incorporate a new rate schedule as reflected in Exhibit A (attached).

Fiscal/Budget Impact:

There is currently no budgetary impact at this time. Task orders will be brought forward as needed.

Requested Action:

Approval of the First Amendment to the Continuing Contract for Professional Traffic Signal Retiming Consulting Services with Iteris, Inc. and authorization for the City Manager to execute the agreement.

**FIRST AMENDMENT TO
CONTINUING CONTRACT FOR
PROFESSIONAL TRAFFIC SIGNAL RETIMING CONSULTING SERVICES**

This First Amendment to Continuing Contract for Professional Traffic Signal Retiming Consulting Services (the "First Amendment"), is entered into by and between the CITY OF MELBOURNE, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, Florida 32901 (the "CITY") and Iteris, Inc., a Foreign Profit Corporation, whose address is 1907 N US 301 Ste 120 Tampa, FL 33619 (the "CONSULTANT"), referred to herein as the Parties (collectively) or the Party (singularly).

RECITALS

WHEREAS, the CITY and the CONSULTANT have entered into that certain Continuing Contract for Professional Traffic Signal Retiming Consulting Services, effective June 16, 2023 (the "Existing Contract"); and

WHEREAS, the Existing Contract provides that professional services by the CONSULTANT is within a field of specialty and that particular work is to be performed pursuant to approved task orders; and

WHEREAS, pursuant to the terms of the Existing Contract, each approved task order authorizing work must set forth the time for performance of a particular scope of services; and

WHEREAS, the complexity of the professional services provided by the CONSULTANT for the scope of services approved are typically anticipated to take months to be completed and would be costly to turn over to new professionals prior to completion of the task; and

WHEREAS, the Parties agree that the intent of the Existing Contract is to allow the City to issue task orders through a period extended to three years with the understanding that the terms and conditions of the Existing Contract will apply through completion of such task order; and

WHEREAS, on the eve of expiration of the three year term, the Parties identified the need to clarify the Existing Contract to reflect the term is intended to limit when task orders are authorized and not to limit when tasks are completed; and

WHEREAS, the CITY and the CONSULTANT hereto desire to amend the Existing Contract to reflect the intention of the Parties, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above and other

good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the CONSULTANT agree as follows:

Section 1. Definitions. Capitalized terms used and not defined in this First Amendment have the respective meanings assigned to them in the Existing Contract.

Section 2. Modifications to the Existing Contract. In interpreting this amendment, underlined text is new text inserted into the Existing Contract, and ~~stricken through~~ language is text deleted from the Existing Contract.

- a. Article 8 C.1. of the Existing Contract is hereby modified as

follows:ARTICLE 8: HOURLY RATE

C.1. Hourly Rate: The ENGINEER shall be compensated pursuant to the hourly rates set forth in Exhibit "A", Schedule of Compensation Rates, for each hour engaged directly in work.

An amended Exhibit "A" for 2025 is attached.

Section 3. Date of Effectiveness; Limited Effect. This First Amendment will be deemed effective *nunc pro tunc* as of June 16, 2025 (the "Effective Date"). Except as expressly provided in this First Amendment, all of the terms and provisions of the Existing Contract are and will remain in full force and effect and are hereby ratified and confirmed by the CITY and the CONSULTANT. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Contract or as a waiver of or consent to any further or future action on the part of either the CITY or the CONSULTANT that would require the waiver or consent of the other party. On and after the Effective Date, each reference in the Existing Contract to "this Contract," "the Contract," "hereunder," "hereof," "herein" or words of like import will mean and be a reference to the Existing Contract, as amended by this First Amendment.

Section 4. Miscellaneous.

- a. This First Amendment is governed by, and construed in accordance with, the laws of the State of Florida, without regard to the conflict of laws provisions of such State.
- b. This First Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns, as permitted.
- c. The headings in this First Amendment are for reference only and do not affect the interpretation of this First Amendment.
- d. This First Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery

of an executed counterpart of this First Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this First Amendment.

e. The Existing Contract as amended by this First Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

f. Each Party shall pay its own costs and expenses in connection with this First Amendment (including the fees and expenses of its advisors, accounts and legal counsel).

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first written above.

CITY OF MELBOURNE, a Florida
municipal corporation

ITERIS, INC., a Foreign Profit corporation

By: _____
Jenni Lamb
City Manager

By: Anita Vandervalk
Name: Anita Vandervalk, PE
Title: Regional Vice President

Date: October 3, 2025

Date: _____

ATTEST:

Kevin McKeown, City Clerk

**CONTINUING CONTRACT
FOR
PROFESSIONAL TRAFFIC SIGNAL RETIMING CONSULTING SERVICES**

EXHIBIT A – REVISED FOR CONTRACT YEAR 3 (JUNE 16, 2025 – JUNE 15, 2026)

ITERIS, INC. STANDARD HOURLY RATES

<u>Position</u>	<u>Rate</u>
Principal	\$337.65
Chief Engineer	\$267.24
Project Manager	\$286.26
Traffic Operations Manager	\$293.65
Senior Engineer	\$194.60
Transportation Engineer	\$156.75
Transportation Analyst	\$116.66
Sr. Traffic Operations Specialist	\$164.17
Traffic Operations Specialist	\$99.67
ATMS Supervisor	\$137.46
ATMS Specialist	\$94.74
Engineering Technician	\$74.08
Administrative Support	\$96.83
Project Administrator	\$187.46

Note: Project Direct Expenses to be submitted and reimbursed separately per Task Orders.



**Melbourne City Council
October 14, 2025
City Manager's Item Report**

Department:	Engineering
Presenter:	James Ennis
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.n.

Subject:

Continuing Contract for Professional Engineering Services for Geotechnical Laboratory services, Ardaman & Associates, Cocoa, FL.

Background/Consideration:

The process to select a continuing consultant for professional services related to geotechnical lab services on a continuing contract basis began on March 28, 2025, with a public advertisement requesting qualifications from interested professional consulting firms. The Professional Services Request for Qualifications was grouped into five (5) categories: Utilities, Site/Civil, Infrastructure, Geotechnical/Lab and Survey. On July 8, 2025, Council authorized the City Manager to negotiate Professional Engineering Services for geotechnical lab services with Ardaman & Associates of Cocoa Florida. Ardaman was the selection committee's top choice to provide professional engineering services for the geotechnical testing services.

The scope of services includes geotechnical investigations, laboratory and field materials testing, analysis and reporting of existing field conditions for design purposes, along with providing professional recommendations where required.

The contract provides for a commencement date of October 14, 2025, subject to the effective date, and expires on October 13, 2028. The contract is renewable for up to two (2) additional two-year terms.

Fiscal/Budget Impact:

There is no fiscal impact at this time. Services to be provided for specific projects will be defined as task orders to this original contract. Approval of the task orders will follow purchasing thresholds as defined in City Code.

Requested Action:

Approval of the Continuing Contract for Professional Engineering Services for Geotechnical Laboratory services, substantially in the form as presented, to Ardaman & Associates, Cocoa, FL.

AGREEMENT FOR PROFESSIONAL SERVICES
PROFESSIONAL ENGINEERING SERVICES - GEOTECHNICAL

This **AGREEMENT FOR PROFESSIONAL SERVICES** (this "Agreement") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY**, and Ardaman and Associates, Inc., a Florida Profit corporation, whose mailing address is 1300 N. Cocoa Blvd, Cocoa, FL 32922 hereinafter referred to as the **CONSULTANT**.

CITY CONTACT:	CONSULTANT CONTACT:
Engineering Dept James Ennis, P.E City Engineer City of Melbourne 900 East Strawbridge Ave Melbourne, FL 32901 Email:james.ennis@mlbfl.org P: 321-321-608-7300/F: 321-608-7319	Ardaman and Associates, Inc. Jason Manning, P.E. 1300 N. Cocoa Blvd Cocoa, FL 32922 jmanning@ardaman.com P: 321-632-2503

This Agreement consists of the following documents: (Mark "X" where applicable)

- ☒ Exhibit A: Standard Terms and Conditions of Agreement for Professional Services (Std Version 5/15/24)
- ☒ Exhibit A1. Statement of Work
- ☒ Exhibit A2. Standards
- ☐ Exhibit A3. Additional Provisions for Continuing Contract
- ☒ Exhibit A4. Negotiated Rates
- ☒ Exhibit A5. Insurance Requirements
- ☐ Exhibit B: Supplemental Provisions
- ☐ Exhibit C: Federal Compliance Provisions
- ☒ Exhibit D: Negotiated Procurement
- ☒ City's Solicitation for Professional Services (#RFQ-2025-0-2025/KB) dated March 25, 2025, as modified by addenda (the "Solicitation") and CONSULTANT's Responsive Submittal dated May 16, 2025, but only to the extent responsive to CITY's Solicitation, as the case may be (the "Submittal")
- ☐ Piggyback Provisions (Continuing Contract Only) with attached source contract between _____ and Consultant titled _____ (# _____) dated _____,

CITY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in Exhibit A1 in accordance with the terms and conditions of this Agreement and the documents marked above, all incorporated herein by reference. This Agreement commences on **October 14, 2025** (the "Commencement Date"), subject to the Effective Date. Subject to completion of any outstanding work orders if a continuing contract, this Agreement expires on **October 13, 2028** (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to 2 additional terms (each term consisting of 2 years), unless otherwise terminated.

CITY:

CITY OF MELBOURNE,
a Florida municipal corporation

Jenni Lamb, City Manager Date

ATTEST: _____
Kevin McKeown, City Clerk

CONSULTANT:

Ardaman & Associates, Inc
a Florida corporation

Digitally signed by
Jason P Manning
Date: 2025.10.06
09:31:29 -04'00' 10/6/25

Signature Date
Name: Jason P. Manning, PE

Title: Vice President / Branch Manager

City Use Only

CCNA eligibility

- ☐ Defined project (Study > \$35,000 or Project construction costs > \$325,000)
- ☒ Continuing contract (study < \$500,000 and project construction costs < \$7,500,000)
- Emergency purchase? ☐ Yes ☒ No

Commencement Date: _____ **
** Note: But effective no earlier than last of the parties to execute
Expiration Date, subject to outstanding work orders: _____
Renewal: ☐ No
☒ Yes: 2 terms (each term consisting of 2 years)
Council Approval Date: _____

EXHIBIT A

STANDARD TERMS AND CONDITIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

1. DEFINITIONS

- A. "Item(s)" means any goods or items, including intellectual property, provided by CONSULTANT incidental to the Services.
- B. "Hazardous Materials" are or contain dangerous goods, chemicals, contaminants, substances, pollutants, or any other materials that are defined as hazardous by relevant local, state, national, or international law, regulations, and standards.
- C. "Task Order" is CITY's document setting forth specific Services to be rendered and Notice to Proceed information.
- D. "Notice to Proceed" means CITY's authorization for CONSULTANT to provide the Services defined in accordance with the CITY's Task Order sent to CONSULTANT.
- E. "Service(s)" means the work which CONSULTANT is to perform for CITY as set forth in Exhibit A1 in compliance with the Standards of Exhibit A2.
- F. "Expiration Date" is defined as set forth on the first page of this Agreement.

2. TERM OF AGREEMENT

The term of this Agreement shall begin on the Effective Date, and continue to the Expiration Date, subject to Exhibit A3 as applicable. The Effective Date of this Agreement shall be the date of the last of the parties to sign, unless otherwise stated. If this Agreement is renewable, it shall only be renewed at CITY's sole discretion.

3. RATES AND CHARGES

- A. Rates and charges set forth on Exhibit A4 shall remain fixed for the duration of this Agreement except as provided herein.
- B. All applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges paid by CONSULTANT shall be stated separately on CONSULTANT's invoice and borne by CONSULTANT. In the event that CITY is prohibited by law from remitting payments to the CONSULTANT unless CITY deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then CITY shall duly withhold such taxes and shall remit the remaining net invoice amount to the CONSULTANT. CITY shall not reimburse CONSULTANT for the amount of such taxes withheld.
- C. The purchase of equipment, materials, and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city governments. Upon request, applicable federal excise exemption certificates will be furnished to CONSULTANT.
- D. Additional costs including such taxes, surcharges and delivery costs, except those described on Exhibit A4, will not be paid or reimbursed without CITY's prior written approval.
- E. CITY reserves the right to have CONSULTANT's records inspected and audited to ensure compliance with this Agreement. At CITY's option or upon CONSULTANT's written demand, such audit will be performed by an independent third party at CITY's expense. However, if CONSULTANT is found to not be complying with this Agreement in any way, CONSULTANT shall reimburse CITY for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit. The results of such audit shall be kept confidential by the auditor to the extent allowed by law and, if conducted by a third party, only CONSULTANT's failures to abide by the obligations of this Agreement shall be reported to CITY.

4. INVOICING AND PAYMENT

- A. Payment for Services as specified in this Agreement shall be processed promptly after performance of Services and after receipt of properly prepared invoice(s). CITY will not pre-pay for Services not yet performed; CONSULTANT shall not submit an

invoice for services not yet performed. The proper invoice shall be submitted on a form provided by the CITY and available on the CITY's website, which form must be completed to identify the project, Task Order, description of Services provided, dates of Services provided, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, CONSULTANT must render proper invoice to the City of Melbourne, Engineering Dept via email to Engineering@MLBFL.org, unless otherwise directed to deliver an original invoice to City Engineering, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

- B. CONSULTANT shall be responsible for and hold the CITY harmless for any and all payments to CONSULTANT's vendors or subcontractors utilized in the performance of the Services.
- C. Payment is made when CITY's check is mailed or EDI funds transfer initiated.
- D. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by CITY shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Agreement.
- E. No payments shall be made in advance of acceptance of services not covered under this Agreement nor for Services not acceptable to CITY.
- F. CONSULTANT agrees to invoice CITY no later than sixty (60) days after performance of Services. CITY will not be obligated to make payment against any invoices submitted after such period.
- G. Payment by the CITY shall be subject to approval and acceptance of Services by CITY. Notwithstanding the foregoing, CITY's payment shall not constitute acceptance.

5. NON-APPROPRIATION

All funds for payment by CITY under this Agreement are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Services provided under this Agreement, CITY will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, CONSULTANT on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Agreement beyond the date of termination.

6. NON-EXCLUSIVITY

The right to provide the Services, which will be granted under this Agreement, shall not be exclusive. The CITY reserves the right to obtain any Services from another provider when it is in the best interest of CITY, subject to the requirements of §287.055, Fla. Stat.

7. TERMINATION

- A. CITY may terminate this Agreement or any Task Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONSULTANT.
- B. CITY may terminate this Agreement upon written notice to CONSULTANT in the event CONSULTANT defaults on any of the terms and conditions of this Agreement and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.
- C. Notwithstanding the foregoing, CITY may immediately terminate

this Agreement, without providing CONSULTANT with notice of default or an opportunity to cure, if CITY determines that CONSULTANT has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

- D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to CONSULTANT but without an opportunity to cure if CITY determines CONSULTANT knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of CONSULTANT's submittal or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.
- E. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to CONSULTANT if the State of Florida or the federal government enacts a law, which removes or restricts the authority of CITY to conduct all or part of its function.
- F. Upon receipt of such notice of termination, CONSULTANT shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for Services relating to this Agreement, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Agreement.
- G. There shall be no termination charges for Services not yet provided. The CITY will be responsible for payment of authorized Services already provided by CONSULTANT but not yet invoiced, provided such Services have been approved by the CITY. Upon payment of CONSULTANT's claims, the CITY shall be entitled to all work and materials paid for.
- H. Before assuming any payment obligation under this section, the CITY may inspect CONSULTANT's work in process and audit all relevant documents prior to paying CONSULTANT's invoice.
- I. There shall be no charges for termination of task orders for Services. Notwithstanding anything to the contrary, CONSULTANT shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONSULTANT's suppliers or subcontractors after CONSULTANT receives the notice, nor for any costs CONSULTANT could reasonably have avoided.
- J. Notwithstanding anything else in this Agreement, failure to meet the performance date(s) in this Agreement shall be considered a material breach of contract and shall allow CITY to terminate the orders for the Services and/or any subsequent orders in the Task Order without any liability.

8. FORCE MAJEURE

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control to include acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Services are to be delayed by such contingencies, CONSULTANT shall immediately notify CITY in writing (within 72 hours of the event) and CITY may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Task Order at no cost to CITY.

9. SCHEDULING AND ORDERS

- A. CONSULTANT shall promptly perform Services as scheduled or shall promptly notify the CITY if unable to perform any scheduled Services and shall state the reasons.
- B. CITY may place any portion of an order on hold by notice which shall take effect immediately upon receipt. Orders placed on hold will be rescheduled or canceled within a reasonable time.
- C. CITY shall have no obligation with respect to the purchase of Services under this Agreement until such Services are specified in an issued Task Order.
- D. CONSULTANT, in performing work under this Agreement, shall provide and maintain during the life of this Agreement, equipment and staff sufficient in number, condition and capacity to efficiently perform the work and provide the Services required by this Agreement.

10. DESIGN PROFESSIONAL STANDARDS

- A. In the performance of professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. CONSULTANT's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
- B. CONSULTANT shall meet the descriptions and specifications provided on Exhibit A1 and the Standards stated in Exhibit A2. CONSULTANT shall use due care in performing its services and shall have due regard for acceptable professional standards and principals.
- C. CITY may inspect and test all Items and review Services at reasonable times in such manner as shall not unreasonably hinder or delay CONSULTANT's performance. All Items and Services shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at CONSULTANT's premises or any prior payment for such Services. Items rejected by CITY as not conforming to this Agreement or specifications, whether provided by CITY or furnished with the Item, may be returned to CONSULTANT at CONSULTANT's risk and expense and, at CITY's request, shall immediately be corrected or replaced.
- D. To the extent Items are provided by CONSULTANT, CONSULTANT represents that:
 - (i) Items will not infringe on intellectual property rights;
 - (ii) CONSULTANT has the necessary right, title, and interest to provide said Items to CITY, and the Items will be free of liens and encumbrances; and
 - (iii) Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by CONSULTANT, and to any other agreed-to specifications.

11. INDEPENDENT CONTRACTOR

In performing Services under this Agreement, CONSULTANT is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of the CITY. As an independent contractor, CONSULTANT will be solely responsible for determining the means and methods for performing the required Services. CONSULTANT shall have complete charge and responsibility for personnel employed by CONSULTANT; however, the CITY reserves the right to instruct CONSULTANT to remove from the CITY's premises immediately any of CONSULTANT's personnel who are in breach of Paragraph 17 herein. Such removal shall not relieve CONSULTANT's obligation to provide Services under this Agreement.

12. SECURITY

CONSULTANT confirms that employees of CONSULTANT performing work at the CITY's facilities have no record of criminal convictions involving drugs, assault or combative behavior, or theft within the last five years. CONSULTANT understands that such employees may be subject to criminal history investigations by the CITY at the CITY's expense and may be denied access to the CITY's facilities if any such criminal convictions are discovered.

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

- A. Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, computers, test equipment, and other materials furnished or paid for by CITY shall: (i) remain or become the CITY's property; (ii) be used by CONSULTANT exclusively for CITY's Orders; (iii) be clearly marked as CITY's property and segregated when not in use; (iv) be kept in good working condition at CONSULTANT's expense; and (v) be shipped to CITY promptly on demand.
- B. CONSULTANT shall insure CITY's personal property and be liable for loss or damage while in CONSULTANT's possession or control, ordinary wear and tear excepted.

14. ASSIGNMENT OF INTELLECTUAL PROPERTY

CONSULTANT hereby assigns to CITY all right, title, and interest to all intellectual property created by the CONSULTANT arising out of or utilized by the CONSULTANT in the performance of this Agreement and the ownership of the intellectual property shall be vested solely in the CITY. In respect to copyrights, this assignment shall be effective for the entire duration of the copyrights and shall include, but not be limited to, all rights to derivative works. The CONSULTANT waives all rights of attribution and integrity for specific works created by CONSULTANT under this Agreement.

15. INTELLECTUAL PROPERTY INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT shall defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right, arising out of the use or sale of Items or CONSULTANT's Services. If an injunction issues as a result of any such claim or action, CONSULTANT agrees at CONSULTANT's expense and CITY's option to either: (i) procure the right to continue using Items; (ii) replace them with non-infringing Items; (iii) modify them so they become non-infringing; or (iv) refund to the CITY the amount paid for any Items returned to CONSULTANT or for any Item destroyed and for Services connected therewith.

16. DESIGN PROFESSIONAL INDEMNIFICATION

In relation to this Agreement, CONSULTANT represents that it is a design professional as defined by §725.08, Fla. Stat. CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided. The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from the CITY to the CONSULTANT for the CONSULTANT's indemnity agreement.

17. COMPLIANCE WITH LAWS

- A. CONSULTANT shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Items and/or the performance of services in the course of this Agreement. Lack of knowledge by CONSULTANT shall in no way be cause for relief from responsibility. These may include, but are not limited to, Department of Commerce, Environmental Protection Agency, and Department of Transportation regulations applicable to Hazardous Materials and all immigration, employment and labor laws governing CONSULTANT's personnel providing Services to the CITY.
- B. CONSULTANT represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.
- C. CONSULTANT represents and warrants that the Items supplied and Services provided to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Upon request of CITY, CONSULTANT shall provide documentation thereof, including but not limited to copies of CONSULTANT's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of CONSULTANT's subcontractors for the past twenty-four (24) months.
- D. CITY actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination.

Under the INA, employers may hire only persons who may legally work in the United States. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). CONSULTANT shall establish appropriate procedures and controls so no services or products under this Agreement will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

CONSULTANT shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095, Fla. Stat. Notwithstanding anything to the contrary in this Agreement, the CITY reserves the right to terminate this Agreement in accordance with §448.095, Fla. Stat.

- E. Public Entity Crimes Statement. CONSULTANT represents and warrants that is not listed on the State of Florida's convicted vendor listing established under the provisions of §287.133, Fla. Stat., whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from submittal for a period of thirty-six (36) months. CONSULTANT acknowledges the continuous duty to disclose to the CITY if CONSULTANT or any of its affiliates are placed on the convicted vendor list.
- F. CONSULTANT shall maintain, for the duration of this Agreement, all valid licenses and certificates required for the performance of work and Services and provision of Items.
- G. Scrutinized Companies. Subject to *Odebrecht Construction, Inc., v. Prasad* and *Odebrecht Construction, Inc. v. Secretary, Florida Department of Transportation* and their progeny, as applicable, CONSULTANT certifies that it (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria in violation of §287.135, Fla. Stat. If the CITY determines that CONSULTANT has falsely certified facts under this sub-paragraph or if CONSULTANT is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after execution of this Agreement, CITY will have all rights and remedies to terminate this Agreement consistent §287.135, Fla. Stat. CITY reserves all rights to waive certifications required by this paragraph on a case-by-case exception basis pursuant to §287.135, Fla. Stat..
- H. Foreign Gifts and Contracts. CONSULTANT must comply with any applicable disclosure requirements in §286.101, Fla. Stat.
- I. Foreign Country of Concern. CONSULTANT represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of §287.138, Fla. Stat.
- J. Environmental and Social Government and Corporate Activism. Pursuant to §287.05701, Fla. Stat., CITY cannot give preference to a vendor based on social, political or ideologic interests as set forth therein. Violations of this restriction will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.
- K. CONSULTANT agrees to abide by all of CITY's rules and regulations while on CITY's premises or performing Services including, but not limited to, safety, health and Hazardous Material management rules, and rules prohibiting misconduct on CITY's premises such as use of physical aggression against persons or property, harassment, and theft. CONSULTANT will perform only those Services identified on Exhibit A1 and, to the extent located on City premises, will work only in areas designated for such Services. CONSULTANT shall take all reasonable precautions to ensure safe working procedures and conditions for performance on CITY's premises and shall keep CITY's site neat and free from debris.
- L. Failure to comply with this Paragraph shall be considered a breach of contract.

18. RETENTION AND AUDIT

- A. CONSULTANT understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONSULTANT agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat..
- B. The CITY reserves the right to audit the records of CONSULTANT for the Services and Items provided under this Agreement at any time during the performance and term of this Agreement and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, CONSULTANT agrees to submit to an audit by an independent certified public accountant selected by CITY. CONSULTANT shall allow CITY to inspect, examine and review the records of CONSULTANT in relation to this Agreement at any and all times during normal business hours during the term of this Agreement. Records relating to the performance of this Agreement shall be made available to CITY for audit upon reasonable notice.
- C. A request to inspect or copy public records relating to this Agreement for Services must be made directly to the CITY and CONSULTANT shall not release a public record in response to a request arising from anyone other than the CITY.
- D. To the extent CONSULTANT is "acting on behalf of the CITY" CONSULTANT shall be subject to the following provisions:
 - (i) As required by §119.0701, Fla. Stat., CONSULTANT shall
 - (1) Keep and maintain public records required by the CITY to perform the Services.
 - (2) Upon request from the CITY, 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 by law.
 - (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONSULTANT does not transfer the records to the CITY.
 - (4) Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the Service. If the CONSULTANT transfers all public records to the CITY upon completion of this Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement, the CONSULTANT 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.
 - (ii) The CONSULTANT who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Agreement by CONSULTANT. In the event of such breach, in addition to all other remedies available, CONSULTANT shall pay to CITY all incidental and consequential damages arising from such breach, including attorneys' fees and costs incurred by the CITY in defending a public records action as well as those assessed against the CITY in such public records action.
 - (iii) The term "public record" as used in this section 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 and in connection with the transaction of official business by or on behalf of the CITY. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the CITY's City Attorney's Office or the City Clerk's Office; provided that the CONSULTANT hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by CONSULTANT.

19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

- A. This Agreement contains the entire understanding between the CITY and CONSULTANT with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in CONSULTANT'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.
- B. In the event of any conflict between or among this Agreement or any ambiguity or missing specifications or instruction, the following priority is established:
 - First, the "Supplemental Provisions" set forth as Exhibit B to this Agreement;
 - Second, the "Federal Provisions" set forth as Exhibit C to this Agreement;
 - Third, these "Standard Terms and Conditions of Agreement for Professional Services" incorporated by reference into this Agreement, including exhibits.
 - Fourth, CITY's Solicitation, with supporting addenda and CONSULTANT's Submittal but only to the extent responsive to CITY's Solicitation, collectively incorporated by reference into this Agreement.
 - Fifth, the "Piggyback Provisions" set forth as Exhibit D to this Agreement, including underlying source contract attached thereto
- C. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.
- D. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.
- E. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless CITY determines in its discretion that the court's determination causes this Agreement to fail in any of its essential purposes.
- F. Notwithstanding anything else contained in this Agreement, CITY and CONSULTANT specifically agree that failure to perform certain obligations undertaken in connection with this Agreement would cause irreparable damage, and that monetary damages would not provide an adequate remedy in such event. The parties further agree that CONSULTANT's failure to complete performance of the Services called for in this Agreement or on any project ordered under this Agreement, or failure to perform or effect performance of Services as contracted are such certain obligations. Accordingly, it is agreed that, in addition to any other remedy to which the non-breaching party may be entitled, at law or in equity, the non-breaching party shall be entitled to an order of specific performance to compel performance of such obligations.

20. DISPUTES

In case of dispute arising under this Agreement between the parties, the decision of the City Manager of the City of Melbourne shall be final and binding of both parties.

21. ASSIGNMENT; SUBCONTRACTORS

CONSULTANT may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the written consent of the CITY. CITY may cancel this Agreement for cause should CONSULTANT attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Agreement may be amended only in writing signed by CONSULTANT and CITY and subject to with the same degree of formality evidenced in this Agreement. Nothing contained in this Agreement will be construed as establishing any contractual relationship between CITY and any subcontractor of CONSULTANT. CONSULTANT will be fully responsible to CITY for the acts and omissions of the

CONSULTANT's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall require prior written approval by the CITY.

22. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

CITY agrees to CONSULTANT extending the pricing, terms and conditions of this Agreement to other governmental entities at the discretion of CONSULTANT.

23. APPLICABLE LAW

This Agreement is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Agreement shall be filed in Brevard County, Florida.

24. HEADINGS

The headings provided in this Agreement are for convenience

only and shall not be used in interpreting or construing this Agreement.

25. SURVIVAL

The provisions of Paragraphs 1 (Definitions), 10 (Warranty), 13 (Ownership and Bailment), 14 (Assignment of Intellectual Property), 15 (Intellectual Property Indemnification), 16 (Design Professional Indemnification), 18 (Retention and Audit), 19 (Merger, Modification, Waiver and Remedies), 20 (Disputes), 23 (Applicable Law), 24 (Headings), and 25 (Survival), and, as applicable, Exhibit A1 (Statement of Services), Exhibit C (Federal Compliance Provisions), all of which will survive any termination or expiration of this Agreement.

26. TIME

Time is of the essence in the performance of this Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS:

**City Clerk
900 East Strawbridge Avenue
Melbourne, Florida 32901
Telephone: 321-608-7220
Email: City.Clerk@MLBFL.org**

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT A1

STATEMENT OF SERVICES

§

CONSULTANT shall perform all work and provide all Services (and Items incidental thereto) set forth herein in compliance with the Standards of Exhibit A2. The plans, reports and recommendations of the Consultant will be reviewed by the City for conformity with City standards and agreement terms. However, review by the City does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.

CONSULTANT shall provide Continuing Professional Engineering Services as more particularly described as follows:

Geotechnical Investigations and Analysis. Provide personnel and equipment to conduct geotechnical investigations including, but not limited to:

- Land based exploration and marsh/shallow water exploration and soils analysis
- Undisturbed shallow and deep soil borings
- Cone Penetrometer Testing (CPT)
- Soil classification testing (e.g., moisture content, organic content, unit weight, Atterberg limits, grain size distribution, and pH testing, etc.)
- Strength testing (e.g., unconfined compression – UC; triaxial - UU)
- Settlement testing (e.g., consolidation test, settling column test, low stress consolidation test, etc.)
- General Geotechnical Engineering (e.g., slope stability analysis, settlement analysis of both underlying soils and self-weight consolidation of dredge material, settlement curves, geotechnical instrumentation, etc.)
- Subsurface profiles (e.g., strength profiles, geologic profiles, etc.)
- Detailed engineering reports with analyses and recommendations
- Reviewing geotechnical reports prepared by other professionals
- Technical report writing
- Construction related geotechnical engineering services (e.g. asphalt material testing, soil density, concrete strength, LBR, proctors, etc.)
- Environmental Site Assessments (ESA)
- Asbestos, Lead and other environmental contaminant or pollutant testing.
- Expert witness testimony

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT A2

STANDARDS

In addition to those requirements set forth in the Statement of Services attached and incorporated as Exhibit A1 to the Agreement, all Services (and Items incidental thereto) and work provided by the CONSULTANT shall conform to state and federal law, City of Melbourne Code of Ordinances, as well as City standards and other standards set forth below:

Technical Specifications and Standards for Construction of Water Distribution Systems (July 2016)

- **Technical Specifications and Standards for Construction of Reclaimed Water Distribution Systems**

(July 2016)

- **Technical Specifications and Standards for Construction of Wastewater Collection Systems (July 2016)**
- **Technical Specifications and Standards for Construction of Sanitary Lift Stations (August 2020)**
- **Florida Department of Transportation Standard Specifications for Road and Bridge Construction**
- **Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and**
- **Highways (Florida Greenbook)**
- **St. Johns River Water Management District**
- **Florida Department of Environmental Protection**

Modification of Standards. The standards requirements set forth above may be modified to an updated standard at the City's sole option with an appropriate adjustment to the fee paid to the CONSULTANT. The City Engineer is authorized to modify the standards requirements in the director's professional judgment based upon the specific nature of goods or services to be provided under the contract, provided the modification is set forth in writing and executed by said director.

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT A3

**ADDITIONAL PROVISIONS
FOR CONTINUING CONTRACT FOR PROFESSIONAL SERVICES
(CCNA)**

- A. Pursuant to §287.055, Florida Statutes, professional services under this Agreement are limited to the following: (i) projects in which the estimated construction cost for the individual project does not exceed \$7,500,000.00; or (ii) study activity in which the fee for professional services for the individual study does not exceed \$500,000.00.
- B. Authorization for Services. Authorization for performance of professional services by CONSULTANT under this Agreement must be in the form of written Task Orders issued and executed by the CITY and signed by the CONSULTANT. Required services will be specifically enumerated, described and depicted in the Task Orders authorizing performance of the specific project, task or study. A sample Task Order is attached hereto as Attachment A3-a and available on the CITY's website, which form may change from time to time at the sole discretion of the CITY. Each Task Order must describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. CITY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for the CITY during the term of this Agreement. The City reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the CITY to be in the best interest of the CITY to do so, subject to §287.055, Florida Statutes.
- C. Each individual Task Order in excess of \$50,000 will require City Council approval in accordance with City Code. City Council approval will not be required for an individual Task Order if the amount of the individual Task Order is within delegated spending approvals of the City Engineer or the City Manager, as the case may be, or as otherwise delegated by City Code.
- D. Expiration of this Agreement will have no effect upon Task Orders issued pursuant to this Agreement and prior to the expiration date. All terms and conditions of this Agreement shall survive the Expiration Date for the limited use of such previously-issued Task Orders for the purpose of completion of the work on the Task Order. Obligations of both parties under such Task Orders will remain in effect until completion of the work authorized by the respective Task Order, unless otherwise terminated pursuant to the terms of this Agreement.

Sample Task Order:

TASK ORDER NO. xx

PROJECT NO. xx
CITY PROJECT NO. xx

CONTINUING CONTRACT FOR
PROFESSIONAL CONSULTING SERVICES
between
THE CITY OF MELBOURNE
and
ARDAMAN AND ASSOCIATES, INC.

This Task Order made and entered into this ____ day of _____, 2025 to that certain CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **GEOTECHNICAL LABORATORY**, dated September XX, 2025 by and between the CITY OF MELBOURNE, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and ARDAMAN AND ASSOCIATES, INC., of CITY, Florida, a corporation created and existing under the laws of the State of Florida, hereinafter referred to as the ENGINEERS.

Whereas, the CITY desires to authorize the ENGINEERS to perform certain Professional Consulting Services as outlined in the attached SCOPE OF SERVICES for _____, Exhibit A, hereinafter referenced to as the SCOPE OF SERVICES and

Whereas, the CITY and the ENGINEERS have completed successful negotiations for said PROFESSIONAL CONSULTING SERVICES- **GEOTECHNICAL LABORATORY** as defined in the SCOPE OF SERVICES.

The CITY hereby employs the ENGINEERS as Professional Consultant for the work as outlined in the SCOPE OF SERVICES and the ENGINEERS accept employment to perform certain Professional Services as outlined in the SCOPE OF SERVICES.

The ENGINEERS shall commence their services upon written authorization by the CITY to proceed with the work. Excluding time for CITY review and reviews by other agencies, the Professional Services as provided for under this Task Order shall be delivered within _____ calendar days from receipt of written Notice to Proceed.

The CITY shall pay the ENGINEERS for performance of their services, as outlined the SCOPE OF SERVICES, an amount not to exceed \$_____ without prior approval from the CITY. Any additional work under this Phase, authorized by the CITY, shall be accomplished in accordance with the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **GEOTECHNICAL LABORATORY**. Payment for any additional work and reimbursable expense shall be in accordance with the Schedule of Compensation Rates outlined in the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **GEOTECHNICAL LABORATORY**.

All services shall be subject to and performed in accordance with this task order, the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **GEOTECHNICAL LABORATORY**, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

Earned compensation shall be invoiced by the ENGINEERS as services are completed or monthly as services are performed. Each invoice so rendered shall clearly identify the subject matter, City project number and basis on which the invoice was prepared. Invoices shall be paid by the CITY in accordance with the City's Prompt Payment Policy as included within the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **GEOTECHNICAL LABORATORY**.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives, this _____ day of _____, 2025.

Approved by City Engineer as to content:

James Ennis, P.E., City Engineer

CITY OF MELBOURNE, FLORIDA
Acting by and through its City Council

Jenni Lamb, P.E. City Manager

Attest:

Kevin McKeown, City Clerk

CONSULTANT

FIRM SIGNATORY

EXHIBIT A4

NEGOTIATED RATES

CONSULTANT shall provide all Services (and Items incidental thereto) and work set forth in this Agreement for the cost stated below.

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

ARDAMAN ASSOCIATES, INC.
FEE SCHEDULE - CITY OF MELBOURNE
ENGINEERING AND TESTING SERVICES

ENGINEERING

Data Evaluation, Engineering Analysis,
Design, Inspections, Field Monitoring, etc.

Senior Consultant	Per Hour	\$236.00
Senior Engineer	Per Hour	\$224.00
Senior Project Engineer/Hydrogeologist	Per Hour	\$188.00
Threshold Inspector (Professional Engineer)	Per Hour	\$211.00
Project Engineer	Per Hour	\$166.00
Assistant Project Engineer/Hydrogeologist	Per Hour	\$152.00
Staff Engineer/Threshold Field Representative	Per Hour	\$134.00

**CONSTRUCTION MONITORING
AND FIELD TESTING**

Field Technician/Inspector V/Metals Technician	Per Hour	\$104.00
Field Technician/Inspector IV	Per Hour	\$93.00
Field Technician III	Per Hour	\$79.00
Field Technician II	Per Hour	\$71.00
Field Technician I	Per Hour	\$66.00

LABORATORY TESTING

Visual Classification and Sample Handling,
Special Laboratory Tests (Leaching Studies,
Slurry Consolidation, etc.)

Laboratory Technician V	Per Hour	\$104.00
Laboratory Technician IV	Per Hour	\$93.00
Laboratory Technician III	Per Hour	\$79.00
Laboratory Technician II	Per Hour	\$71.00
Laboratory Technician I	Per Hour	\$66.00

SUPPORT PERSONNEL

Engineering Designer V	Per Hour	\$111.00
Engineering Designer III	Per Hour	\$95.00
Engineering Designer I	Per Hour	\$87.00
Technical Draftsman III	Per Hour	\$85.00
Technical Draftsman I	Per Hour	\$72.00
Technical Secretary	Per Hour	\$73.00

MISCELLANEOUS EXPENSES

Outside Services and Expenses	Per Job	At Cost + 15%
Printing and Reproduction	Per Job	At Cost + 15%
Copying	Per Page	\$0.33
Mileage (Automobile)	Per Mile	\$0.77
Mileage (Truck)	Per Mile	\$0.77

ARDAMAN ASSOCIATES, INC.
FEE SCHEDULE - CITY OF MELBOURNE
ENGINEERING AND TESTING SERVICES

MOBILIZATION

Mobilization and Demobilization

· Men and Equipment	Per Rig-Hour	\$275.00
· Mileage - Rig	Per Rig-Mile	\$1.36
· Mileage - Truck	Per Truck-Mile	\$0.77
· Portable Barge	Per Job	\$7,500.00 min.

STANDARD DRILLING

Auger Borings (4-inch)	Per Lineal Foot	\$15.30
Wash Borings - Cuttings Only (up to 3 inch)		
· Soil drilling	Per Lineal Foot	\$12.90
· Rock drilling	Per Lineal Foot	\$17.50
Standard Penetration Test (SPT) Borings (ASTM D-1586) in soil (N-values <50):		
· from surface to 25 feet	Per Lineal Foot	\$20.40
· from 25 feet to 50 feet	Per Lineal Foot	\$21.80
· from 50 feet to 100 feet	Per Lineal Foot	\$24.50
· from 100 feet to 125 feet	Per Lineal Foot	\$31.70
· from 125 feet to 150 feet	Per Lineal Foot	\$44.00
Standard Penetration Test (SPT) Borings in high resistance soil/rock (N-values >50)	Add'l Price Per LF	\$6.90
Furnish, Install, and Remove Casing (up to 4-inch):		
· from surface to 50 feet	Per Lineal Foot	\$13.80
· from 50 feet to 100 feet	Per Lineal Foot	\$16.90
· from 100 feet to 150 feet	Per Lineal Foot	\$21.00
Drilling (Time Basis)/2 man-crew	Per Crew-Hour	\$270.00
Drilling (Time Basis)/3 man-crew	Per Crew-Hour	\$310.00
Support Water Truck (Time Basis)	Per Day	\$249.00
Rock Coring (N or H size)		
· from surface to 50 feet	Per Lineal Foot	\$54.10
· from 50 feet to 100 feet	Per Lineal Foot	\$59.70
· from 100 feet to 150 feet	Per Lineal Foot	\$63.40
Field Permeability	Per Test	\$420.00
Mud Bug Vehicle	Per Lineal Foot	Standard Rates x 1.1
Barge Drilling	Per Lineal Foot	Standard Rates x 1.5

SAMPLING

Additional SPT Sampling:

· from 10 feet to 25 feet	Per Additional Sample	\$43.00
· from 25 feet to 50 feet	Per Additional Sample	\$47.00
· from 50 feet to 100 feet	Per Additional Sample	\$51.00
· from 100 feet to 125 feet	Per Additional Sample	\$59.00
· from 125 feet to 150 feet	Per Additional Sample	\$73.00

Undisturbed Samples:

· Shelby Tube	Per Sample	\$247.00
· Fixed-Piston Shelby, Osterberg, Pitcher	Per Sample	\$256.00

SOUNDINGS

Electric Dutch Cone Soundings	Per Lineal Foot	\$19.00
Piezocone Soundings	Per Lineal Foot	\$21.00
Muck Probing/Clay Sampling	Per Crew Hour	\$228.00
Electric Dutch Cone Soundings	Per Crew Hour	\$291.00
Piezocone/Piezoprobe Soundings (Time Basis)	Per Crew Hour	\$304.00
Piezoprobe Dissipation Monitoring	Per Crew Hour	\$247.00

OTHER CHARGES

Clearing Difficult Access, Hole Location and Set-Up	Per Crew-Hour	\$262.00
Standby Time	Per Crew-Hour	\$262.00
Piezometer and Well Installation (plus materials)	Per Crew-Hour	\$262.00
Bore Hole Grouting and Sealing (plus materials)	Per Crew-Hour	\$262.00
Well Clearing/Sensitivity/Water Level	Per Crew-Hour	\$233.00
Air Boat Use	Per Day	\$671.00
Instrumentation Unit Use	Per Day	\$448.00
Lodging and Subsistence	Per Crewman-Day	\$192.00
Double Ring Infiltrometer	Per Test	\$790.00
Materials	Per Job	

ARDAMAN ASSOCIATES, INC.
FEE SCHEDULE - CITY OF MELBOURNE
ENGINEERING AND TESTING SERVICES

GENERAL FIELD EQUIPMENT

Data Logger	Per Day	\$560.00
Organic Vapor Analyzer (MiniRAE 2000)	Per Day	\$163.00
Photo Ionization Detector (Photovac Tip)	Per Day	\$243.00
Methane Detector	Per Day	\$195.00
Explosimeter	Per Day	\$122.00
Generator	Per Day	\$200.00
Steam Cleaner	Per Day	\$200.00
Surveying Equipment (Water Table Elevations)	Per Day	\$104.00
Centrifugal Development Pump	Per Day	\$90.00
Submersible Development Pump	Per Day	\$224.00
Peristaltic Purging Pump	Per Day	\$90.00
Magnetometer	Per Day	\$90.00
Sensitivity Test Equipment	Per Day	\$90.00
Product/Water Interface Probe	Per Day	\$119.00
pH/Conductivity Meter	Per Day	\$50.00
Turbidity Meter	Per Day	\$104.00
Dissolved Oxygen Meter	Per Day	\$165.00
Water Level Indicator	Per Day	\$39.00
Bailer Usage (Stainless Steel or Teflon- Per Each)	Per Day	\$42.00
Concrete Saw	Per Day	\$197.00
Vibration Monitor	Per Day	\$389.00

EXPENDABLE SUPPLIES

High Capacity (1 or 0.45 micron) Filter	Each	\$43.00
Disposable Teflon Bailer	Each	\$39.00
Disposable Polyethylene Bailer	Each	\$33.00
Disposable Free Product Bailer	Each	\$42.00
Isopropyl Alcohol (decontamination)	Per Gallon	\$34.00
Deionized Water (decontamination)	Per Five Gallons	\$30.00
16 oz. Soil Jars (soil headspace analysis)	Per Box of 12	\$31.00
Tygon Tubing	Per Foot	\$5.20
Polyethylene Tubing	Per Foot	\$1.50
55-gallon Drum	Each	\$141.00

GEOPHYSICAL EQUIPMENT

Geonics EM 34-3	Per Day	\$418.00
AGI Sting R1-IP	Per Day	\$389.00

SPECIAL DRILLING/SOUNDING

Prices for special drilling (barge drilling; air boat sampling; amphibious drilling; NQ wire line coring; large diameter borings; drilling in corrosive, contaminated or hazardous materials; drilling at great depths; installing large diameter temporary casing; etc.), field vane testing, and other specialized sampling or field tests will be determined per project. Work performed over water will be at 1.5 times the above unit prices.

INSTRUMENTATION

Prices for installation of monitor wells, inclinometers and settlement devices and prices for performing field permeability and packer tests will be determined per project.

ARDAMAN ASSOCIATES, INC.
FEE SCHEDULE - CITY OF MELBOURNE
ENGINEERING AND TESTING SERVICES

OTHER RELATED DRILLING CHARGES

Support Water Truck	Per Day	\$254.00
Drumming Contaminated Soil/Drilling Fluids		
In 55 gallon drums (Disposal not included)	Per Drum	\$204.00
Drum Disposal	Per Drum	Varies
Visqueen (100 feet by 20 feet)	Per Roll	\$137.00

MONITORING WELL INSTALLATION

Temporary 2-inch PVC Wellpoint (Piezometer)	Per Foot	\$37.00
2-inch PVC	Per Foot	\$54.00
4-inch PVC	Per Foot	\$71.00

NOTE: Double cased deep monitoring well (above cost x 2)

VAULT/PAD INSTALLATION - MONITORING WELLS

<u>Well Size</u>	<u>Vault Size</u>	
2"	8" circular w/pad	\$448.00
4"	12" circular w/pad	\$588.00
2" or 4"	above ground riser w/pad	\$448.00

RECOVERY WELL INSTALLATION

4-inch PVC	Per Foot	\$145.00
6-inch PVC	Per Foot	\$185.00
8-inch PVC	Per Foot	\$262.00

VAULT/PAD INSTALLATION - RECOVERY WELLS

<u>Well Size</u>	<u>Vault Size</u>	
4"	24" square w/pad	\$1,039.00
6"	24" square w/pad	\$1,189.00
8"	36" square w/pad	\$1,573.00

DIRECT PUSH GROUNDWATER SAMPLING

Direct Push Sampler (minimum 1 day)	Per Hour	\$504.00
-------------------------------------	----------	----------

FIELD TESTING SERVICES

Slug Injection/Withdrawal Permeability Test	Each	\$519.00
Double Ring Infiltrometer Test (ASTM D-3385-75)	Each	\$794.00

SPECIAL DRILLING/SOUNDING

Prices for special drilling (barge drilling; air boat sampling; amphibious drilling; NQ wire line coring; large diameter borings; drilling in corrosive, contaminated or hazardous materials; drilling at great depths; installing large diameter temporary casing; etc.), field vane testing, and other specialized sampling or field

INSTRUMENTATION

Prices for installation of monitor wells, inclinometers and settlement devices and prices for performing field permeability and packer tests will be determined per project.

ARDAMAN ASSOCIATES, INC.
FEE SCHEDULE - CITY OF MELBOURNE
ENGINEERING AND TESTING SERVICES

CLASSIFICATION TESTS

Moisture Content (ASTM D-2216)	Each	\$30.00
Organic Content		
· Loss on Ignition (ASTM D-2974)	Each	\$52.00
· Wet Combustion (AASHTO T-194)	Each	\$156.00
Unit Weight/Classification (Undisturbed Sample)	Each	\$85.00
Grain Size Distribution		
· Sieve Analysis (ASTM D-421, D-422)	Each	\$75.00
· Percent Fines (ASTM D-1140)	Each	\$52.00
· Hydrometer Analysis (ASTM D-422)	Each	\$155.00
Atterberg Limits (ASTM D-4318)		
· Plasticity Index Less than 150%	Per Set	\$152.00
· Plasticity Index Greater than 150%	Add'l Per Set	\$99.00
Shrinkage Limit (ASTM D-4943)	Each	\$116.00
Specific Gravity (ASTM D-854)	Each	\$129.00
Marsh Funnel Viscosity	Each	\$40.00
Los Angeles Abrasion	Each	\$507.00
Soundness - Sodium	Sieve Size *	\$137.00
Soundness - Magnesium	Sieve Size *	\$137.00
(*plus material supply charges)		

COMPACTION TESTS

Standard (ASTM D-698) or Modified Proctor (ASTM D-1557)	Per Test	\$137.00
Maximum-Minimum Density (ASTM D-4253, D-4254)	Per Set	\$155.00
Limerock Bearing Ratio	Per Test	\$460.00

CONSOLIDATION TESTS

Incremental Consolidation Test (ASTM D-2435)		
· Up to Ten Load-Unload Increments	Per Test	\$804.00
· More than Ten Load-Unload Increments	Per Add'l Increment	\$70.00
Constant Rate of Strain Consolidation Test (ASTM D-4186)	Each	\$883.00

PERMEABILITY TESTS

Permeability Test on Sand	Each	\$210.00
Permeability Test on Fine Grained Soil		
· k >10-8cm/sec	Each	\$402.00
· k <10-8cm/sec	Each	\$590.00
Permeation with Fluids Other Than Water	Add'l Per Test	\$254.00

STRENGTH TESTS

Strength Index Tests (Torvane, Penetrometer, etc.)	Each	\$12.00
Vane Shear Test	Each	\$35.00
Unconfined Compression Test (ASTM D-2166)		
· Strength Only	Each	\$74.00
· With Stress-Strain Curve	Each	\$141.00
Triaxial Tests:		
· Unconsolidated-Undrained (ASTM D-2850)	Each	\$320.00
· Unconsolidated-Undrained (with pore pressure response)	Each	\$733.00
· Consolidated-Undrained (with pore pressure measurement)	Each	\$733.00
· Consolidated-Drained on Sands	Each	\$589.00
· Consolidated-Drained on Fine Grained Soils	Each	\$763.00
· Use of Fluids Other Than Water	Add'l Per Test	\$254.00
Direct Shear Tests (Coarse Grained Soils)		
· Conventional 2.3" Box Shear	Per Normal Load	\$396.00
· With Stress Reversals	Per Normal Load	\$589.00
· Geosynthetics	Per Normal Load	\$410.00
· Conventional 12" Box Shear	Per Normal Load	\$517.00
Angle of Repose	Each	\$73.00
Split Tensile for Rock Cores	Each	\$197.00

SAMPLE PREPARATION AND SPECIAL TESTS

Preparation of Laboratory Samples for Testing (e.g., sedimented or compacted) will be charged at \$32.00 per sample. Prices for Visual Classification, for Special Sample Preparation, for Special Laboratory Tests (Slurry Consolidation, Leaching Tests, Settling Tests, etc.), and for testing contaminated soils or hazardous materials will be determined per project based upon technician man-hours and other considerations. In addition, a daily charge of \$19.00 per day will be assessed for special long-term laboratory tests (i.e., slurry

ARDAMAN ASSOCIATES, INC.
FEE SCHEDULE - CITY OF MELBOURNE
ENGINEERING AND TESTING SERVICES

CHEMICAL TESTS

pH (FM5-550)	Each	\$19.00
Specific Conductance (FM3-D 1125)	Each	\$19.00
Fluoride	Each	\$34.00
Sulfate (FM5-553)	Each	\$59.00
Chloride (FM5-552)	Each	\$59.00
Soil pH (FM5-550)	Each	\$59.00
Soil Specific Conductance	Each	\$61.00
Soil Resistivity (ASTM G-57 or FM5-551)	Each	\$68.00
Carbonate Content (ASTM D 4373)	Each	\$158.00
Water Corrosivity Series (FM5-550,552,553, FM3-D 1125)	Each	\$145.00
Soil Corrosivity Series (FM5-550, 551, 552, 553)	Each	\$243.00

GEOSYNTHETICS

Geomembrane Thickness		
· ASTM D-1593	Per Sample	\$45.00
· ASTM D-751, D-5199 or D-5994	Per Sample	\$26.00
Geomembrane Density (ASTM D-792)	Per Sample	\$47.00
Geomembrane Tensile Strength (ASTM D-638), Machine and Transverse Direction	Per Set	\$118.00
Geomembrane Tear Resistance (ASTM D-1004), Machine and Transverse Direction	Per Set	\$102.00
Weld Peel and Shear (ASTM D-413, D-882)		
· 5 Peel and 5 Shear Specimens	Per Set	\$69.00
· 10 Peel & 5 Shear Specimens	Per Set	\$102.00
· 75.00With Load-Deformation Curve	Per Set	\$114.00
Geotextile Grab Tensile Strength (ASTM D-4632)	Per Set	\$114.00
Geotextile Trapezoidal Tear (ASTM D-4533)	Per Set	\$140.00
Geotextile Mass/Unit Area (ASTM D-3776 or D-5261)	Per Sample	\$48.00
Geotextile Thickness (ASTM D-1777 or D-5199)	Per Sample	\$31.00

SAMPLE PREPARATION AND SPECIAL TESTS

Preparation of Samples for Testing (e.g., crushing for carbonate content determination, filtering of clayey soil for chemical tests) will be charged at \$34.00 per sample. Prices for other tests on geomembranes and geotextiles will be determined per project based upon technician man-hours and other considerations.

ARDAMAN ASSOCIATES, INC.
FEE SCHEDULE - CITY OF MELBOURNE
ENGINEERING AND TESTING SERVICES

CONCRETE SAMPLING AND TESTING

Cylinder samples (up to 5 cylinders per set): molding curing, and strength testing (ASTM C-31 and C-39). Include one slump (ASTM C-143) and one temperature determination. Cylinders shall be left in a place provided by the Contractor, covered with plastic caps and attempts made to provide shade thereon. If temperature of the air is critical to first 24 hours (during field curing), equipment to maintain such controls shall be provided by others.

Per Set \$139.00

Additional cylinders

Per Cylinder \$28.00

Technician time due to construction delays portal to portal on the date cylinders are made, per hour

Per Hour \$79.00

Technician time

Per Hour \$79.00

Technician time transporting cylinders from site to office if no other work is required

Per Hour \$79.00

Curing and strength testing samples delivered to our laboratory (ASTM C-39)

Per Cylinder \$33.00

Continuous monitoring of concrete placement and/or extra slump and temperature tests, technician time

Per Hour \$79.00

Slump tests (ASTM C-143)

Per Test \$38.00

Air Entrainment (ASTM C-173)

Per Test \$47.00

Unit weight

Per Test \$59.00

Marsh Funnel Viscosity

Per Test \$46.00

Mix design

Each \$1,114.00

Verification of mix design

Each \$555.00

Fineness modules

Each \$70.00

Plant control

Per Hour \$92.00

Concrete blocks. Strength tests (determined by gross area)

Per Block \$85.00

Concrete blocks. Absorption and strength tests (net area)

Set of 3 \$269.00

Block Prism Assembly

Set of 3 \$348.00

Flexural Strength Beams (up to 3 beams) \$30.00 each additional beam

Set of 3 \$333.00

Test beams made by others

Each \$104.00

Grout Prisms 4/set (blocks supplied by others)

Per Set \$146.00

Mortar Cubes (up to 6/set)

Per Set \$146.00

FLOOR FLATNESS

Equipment, Technician Time and Final Report

Per Trip \$1,153.00

Additional Technician Time

Per Hour \$93.00

SAMPLING AND TESTING OF IN-PLACE CONCRETE/SOIL CEMENT

Coring and testing of cored samples:

Technician time (two technicians may be required)

Per Hour \$79.00

Mobilization of coring equipment

With power supplied

Per Trip \$116.00

Without power supplied

Per Trip \$153.00

Trimming, capping and strength test (ASTM C-42)

Per Core \$37.00

Depth measurement

Per Core \$37.00

Shotcrete panels made by others (panel cores & strength tests)

Each \$85.00

**ARDAMAN ASSOCIATES, INC.
FEE SCHEDULE - CITY OF MELBOURNE
ENGINEERING AND TESTING SERVICES**

Concrete Cover/Reinforcing Steel Location:

Equipment use	Per Trip	\$192.00
Technician time	Per Hour	\$93.00

Swiss Hammer

Mobilization of equipment	Per Trip	\$77.00
Technician time	Per Hour	\$93.00

SITE PREPARATION PROCEDURES INSPECTION, SAMPLING AND TESTING SERVICES

Monitoring of the removal of deleterious soils or materials
Inspection of placement and compaction of fill material.
Penetrometer tests. Sampling of natural or fill material
Inspection of borrow areas.

Engineering technician	Per Hour	\$79.00
Senior engineering technician	Per Hour	\$93.00

Density Tests:

In-situ density tests, nuclear or drive sleeve method (minimum of four per trip) (local area only)	Per Test	\$40.00
---	----------	---------

In-situ density tests, sand cone test (minimum of three per trip) (local area only)	Per Test	\$66.00
--	----------	---------

Engineering technician time	Per Test	\$79.00
-----------------------------	----------	---------

Sampling of natural or fill material for laboratory testing; Engineering technician	Per Hour	\$79.00
--	----------	---------

SOIL AND ROCK LABORATORY TESTING (sampling charge not included)

Standard (ASTM D-698 or Modified (ASTM D-1557) Proctor	Each	\$132.00
Moisture content (ASTM D-2216)	Each	\$30.00
Limerock Bearing Ratio	Each	\$460.00
Florida Bearing Value (FBV)	Each	\$106.00
Soil cement design	Each	\$604.00
Soil cement field pills (3/set or technician time \$48.00/hour)	Each	\$142.00
California Bearing Ratio (CBR)	Each	\$479.00

ASPHALT: FIELD INSPECTION, SAMPLING AND LABORATORY TESTING

Engineering technician time for field sampling	Per Hour	\$79.00
--	----------	---------

Coring:

Mobilization of coring equipment:

With power supplied	Per Trip	\$116.00
Without power supplied	Per Trip	\$153.00

Certified engineering technician to inspect preparation of base course/surface installation or plant control	Per Hour	\$93.00
---	----------	---------

Asphalt mix design	Per Design	\$1,290.00
--------------------	------------	------------

Marshall Stability and Flow Test (Includes pill densities)	Per Test	\$153.00
--	----------	----------

Extraction and gradation tests (sampled hot)	Per Test	\$145.00
--	----------	----------

Extraction and gradation tests (sampled from pavement)	Per Test	\$160.00
--	----------	----------

Density tests	Per Test	\$39.00
---------------	----------	---------

Depth measurements	Per Test	\$32.00
--------------------	----------	---------

Asphalt cores (minimum of three)	Each	\$69.00
----------------------------------	------	---------

**ARDAMAN ASSOCIATES, INC.
FEE SCHEDULE - CITY OF MELBOURNE
ENGINEERING AND TESTING SERVICES**

STRUCTURAL STEEL:

Field inspection for visual examination of welds, ultrasonic testing, dye penetrant, magnetic particle, etc. by Metals technician (Equipment charge determined by project)	Per Hour	\$104.00
Bolt Torque	Per Hour	\$93.00

ROOFING:

Testing of 12 x 12 inch samples (includes technician time for obtaining samples, testing and report of findings)	Per Sample	\$590.00
Inspection/Observations during construction	Per Hour	\$93.00

SPRAYED ON FIREPROOFING:

Depth measurements & sampling	Per Hour	\$93.00
Adhesion Testing	Per Hour	\$93.00
Unit Weight (Lab)	Per Sample	\$90.00

OVERTIME AND HOLIDAY

Charges will be increased 25% for work performed during weekends and official holidays

SUB-CONTRACTING SERVICES

Cost Plus 15%

ENGINEERING CONSULTATION SERVICES

Senior Project Engineer	Per Hour	\$188.00
Project Engineer	Per Hour	\$166.00
Assistant Project Engineer	Per Hour	\$152.00
Senior Engineering Technician	Per Hour	\$93.00
Engineering Technician	Per Hour	\$79.00
Technical Draftsman	Per Hour	\$85.00
Technical Secretary	Per Hour	\$73.00

EXHIBIT A5

INSURANCE REQUIREMENTS

A.. **Insurance Coverage.** The CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property or other loss which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the total contract amount and no additional charge shall be added for insurance coverage. Neither the CONSULTANT nor its agents, representatives, employees and subcontractors shall commence work under this contract until all insurance required hereunder is obtained and approved by the CITY.

Required insurance is indicated below (Mark required insurance coverage with an "X")

 X Workers Compensation & Employer's Liability Insurance
The CONSULTANT and each subcontractor shall each maintain in force for the duration of the contracted period Florida Workers Compensation Insurance and USL&H at Statutory limits and Employers Liability Insurance with limits of at least \$500,000 each accident, \$500,000 each disease/employee and \$500,000 per disease/policy limit. In the event CONSULTANT provides services from another state, the workers compensation requirement shall be amended to require the CONSULTANT to maintain worker's compensation and employer's liability insurance as required by the states where the work is performed.

 X Professional Liability Insurance /Errors and Omissions Insurance
The Consultant shall maintain in force Professional Liability Insurance, which must include coverage for intentional, grossly negligent and negligent acts of the Consultant, its agents, servants, employees and subcontractors, and for errors and omissions in the performance of the professional services described in this Agreement, having a minimum limit of \$1,000,000 per occurrence. In the event the insurance is claims made insurance, the policy shall include tail coverage extending at least four (4) years after completion of the Agreement term.

The Consultant shall require each subcontractor providing professional services to maintain in force Professional Liability Insurance, which must include coverage for intentional, grossly negligent and negligent acts of the subcontractor, its agents, servants, employees and sub-subcontractors, and for errors and omissions in the performance of the professional services described in this Agreement, having a minimum limit of \$1,000,000 per occurrence. In the event the insurance is claims made insurance, the policy shall include tail coverage extending at least four (4) years after completion of the Agreement term.

 X Business Automobile Liability Insurance.
The CONSULTANT and each subcontractor shall each maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles. In the event CONSULTANT or subcontractor, as the case may be, does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONSULTANT or its subcontractor, as the case may be, to maintain only Hired & Non-Owned Auto Liability Insurance.

 X Commercial General Liability Insurance.
The CONSULTANT shall maintain in force for the duration of the contracted period Commercial General Liability Insurance which must include coverage for acts and omissions of the CONSULTANT as well as its agents, servants, employees and subcontractors, with a limit of not less than \$1,000,000 per occurrence/aggregate and a

deductible amount of not more than \$100,000 per claim. The policy shall be written on an occurrence basis, not claims made.

The CONSULTANT shall require each of its subcontractor to procure and maintain during the life of any subcontract Subcontractor's Public Liability and Property Damage Insurance coverage in amounts satisfactory to the CONSULTANT for the CONSULTANT's own protection.

Other insurance: _____

B. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to the City and are subject to the acceptance and approval of the CITY, in its sole discretion.

C **Primary Insurance.** The insurance coverage required hereunder shall be primary insurance as respects the CITY. Any insurance or self-insurance maintained by the CITY shall be in excess of the CONSULTANT's insurance and shall not contribute with it. Nothing in this Agreement shall be read to waive sovereign immunity of the CITY.

D. **Notice of Termination; Acceptability of Insurers; Verification of Coverage.** Each insurance policy required hereunder shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY. All insurers shall be authorized to do business in Florida and shall have an A.M. Best rating of A (or better), Class VII (or higher) or otherwise be acceptable to the City if not rated by A.M. Best or if work is being performed in another state. The CONSULTANT shall file with the City Engineer and shall keep in full force and effect at all times during the term of this Agreement a certificate of insurance and original endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf naming the CITY as an additional insured including a waiver of subrogation specification evidencing general liability, auto liability and worker's compensation coverage. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. **Modification of Insurance Requirements.** The insurance requirements set forth in this Agreement may be increased, reduced or waived at the City's sole option with an appropriate adjustment to the fee paid to the CONSULTANT. The City's Director of Human Resources who is responsible for the City's risk management program, is authorized to modify the insurance requirements in the director's professional judgment based upon the specific nature of goods or services to be provided under the contract, provided the modification is set forth in writing and executed by said director.

THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK

EXHIBIT B

SUPPLEMENTAL PROVISIONS

1. **Professional Services.** This Agreement is awarded pursuant to the Consultants' Competitive Negotiation Act (§287.055, F.S.) to include the following professional services (mark all that apply):

- ☒ Engineering
- ☒ Architect
- ☒ Landscape Architect
- ☒ Land Surveyor

2. **Negotiated Procurement. (Mark applicable provision.)**

- ☒ This Agreement is awarded based on CONSULTANT's Submittal responding to CITY's Solicitation for professional services. CONSULTANT represents and warrants that all information and representations contained in the Submittal are truthful to the best of CONSULTANT's knowledge and belief and CONSULTANT hereby restates and affirms all representations contained in the Submittal. The Solicitation and the Submittal are incorporated into this Agreement by reference. The Solicitation and the Submittal are on file with the City's Engineering Department.
- ☐ This Agreement is awarded based on that certain contract previously bid between _____ and _____ dated _____, attached to this Agreement as an attachment of Exhibit D. The parties agree that the award is limited by the provisions of the Consultants' Competitive Negotiation Act (§287.055, F.S.) such that the professional services under the contract previously bid and this Agreement are limited to the following: (i) projects in which the estimated construction cost for the individual project does not exceed \$7,500,000.00; or (ii) study activity in which the fee for professional services for the individual study does not exceed \$500,000.00.
- ☐ This Agreement is awarded based on an exemption from negotiated procurement as indicated: _____[explain exemption]

3. **Performance Bonds.**

No performance bonds or payment bonds are required by this Agreement.

4. **Notice to Parties**

- A. Notice to the City regarding terms and conditions of the Agreement and changes in address/addressee shall be directed to the City Contact as identified on the cover page of this Agreement. Notice and communication with the City regarding the Services shall be directed to the City Engineering Department Contact as identified on the cover page of this Agreement. Inquiries regarding payment to CITY shall be directed to City of Melbourne, City Engineering Department, Attn: City Engineer, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. Notice and communication and changes in address/addressee to the CONSULTANT shall be directed to the CONSULTANT Contact as identified on the cover page of this Agreement.
- C. Notice of default or notice of termination of this Agreement shall be made in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested and shall be addressed as follows:

If to the CITY

City Engineer
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

If to CONSULTANT:

Ardaman and Associates, Inc.
Jason Manning, P.E.

1300 N. Cocoa Blvd
Cocoa, FL 32922

A party may unilaterally change its address or addressee by giving notice in writing to the other party as provided in this section. Thereafter, notices and other pertinent correspondence shall be addressed and transmitted to the new address.

5. **Other Provisions**

Exhibit A.3.A- is replaced in its entirety by: Rates and charges set forth in Exhibit A4 are fixed for Services rendered pursuant to Task Orders. However, the rates and charges in Exhibit A4 may be considered for revision at CONSULTANT's request once annually at the anniversary of the Effective Date. Rate changes shall be reviewed by the City Engineer and submitted for approval by City Council as an amendment to the Agreement. Review of proposed rates and charges is not a guarantee of acceptance. If revised rates and charges are approved by an amendment, such rates and charges are only applicable to new Task Orders subsequently issued. If revised rates and charges are not approved, CONSULTANT may elect to reject future Task Orders.

Exhibit A.16 the following paragraph is added:

Limitation on Personal Liability. Subject to the conditions set forth in §558.0035, Florida Statutes, and limited to the extent provided therein, the individual design professional (as defined in §558.002(7), Florida Statutes, who is employed by Consultant or an agent of Consultant is not individually liable for damages resulting from negligence occurring within the course and scope of this Agreement and the following provision shall be deemed incorporated into this Agreement as required by Florida Statute.

**PURSUANT TO §558.0035, FLORIDA STATUTES, AN INDIVIDUAL
EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE
FOR NEGLIGENCE**

THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK

EXHIBIT C
FEDERAL COMPLIANCE PROVISIONS

Not Applicable

EXHIBIT D
NEGOTIATED PROCUREMENT
Piggyback Provisions

Not Applicable



Melbourne City Council
October 14, 2025
City Manager's Item Report

Department:	Engineering
Presenter:	James Ennis
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.o.

Subject:

Continuing Contract for Professional Engineering Services for Surveying Services, Haley Ward, Inc., Melbourne, FL.

Background/Consideration:

The process to select a continuing consultant for the professional services related to surveying on a continuing contract basis began on March 28, 2025, with a public advertisement requesting qualifications from interested professional consulting firms. The Professional Services Request for Qualifications was grouped into five (5) categories: Utilities, Site/Civil, Infrastructure, Geotechnical/Lab and Survey. On July 8, 2025, Council authorized the City Manager to negotiate professional engineering services for survey work with Haley Ward, Inc., Melbourne, FL. Haley Ward was one of the selection committee's top choices to provide professional engineering services for the survey discipline. This was a multi-award bid for which additional contract awards will be handled individually.

The scope of services includes topographic, property boundary, as-built, and construction staking surveys. Additional services include the review of plat documentation, providing sketch and legal descriptions, review of easements and right-of-way documentation and providing expert analysis of survey-related documents submitted to the City.

The contract provides for a commencement date of October 14, 2025, subject to the effective date, and expires on October 13, 2028. The contract is renewable for up to two (2) additional two-year terms.

Fiscal/Budget Impact:

There is no fiscal impact at this time. Services to be provided for specific projects will be defined as task orders to this original contract. Approval of the task orders will follow purchasing thresholds as defined in City Code.

Requested Action:

Approval of the Continuing Contract for Professional Engineering Services - Survey, substantially in the form as presented, to Haley Ward, Inc., Melbourne, FL.

AGREEMENT FOR PROFESSIONAL SERVICES
PROFESSIONAL ENGINEERING SERVICES - SURVEY
(Study > \$35,000 or Project construction costs > \$325,000)

This **AGREEMENT FOR PROFESSIONAL SERVICES** (this "Agreement") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY**, and Haley Ward, Inc., a Florida Profit corporation, whose mailing address is 930 S. Harbor City Blvd Ste 506, Melbourne, FL 32901 hereinafter referred to as the **CONSULTANT**.

CITY CONTACT:	CONSULTANT CONTACT:
Engineering Dept James Ennis, P.E City Engineer City of Melbourne 900 East Strawbridge Ave Melbourne, FL 32901 Email:james.ennis@mlbfl.org P: 321-321-608-7300/F: 321-608-7319	Haley Ward, Inc. 930 S. Harbor City Blvd Ste 506 Melbourne, FL 32901 dbaggett@haleyward.com P: 321-280-9969

This Agreement consists of the following documents: (Mark "X" where applicable)

- ☒ Exhibit A: Standard Terms and Conditions of Agreement for Professional Services (Std Version 5/15/2024)
- ☒ Exhibit A1. Statement of Work
- ☒ Exhibit A2. Standards
- ☐ Exhibit A3. Additional Provisions for Continuing Contract
- ☒ Exhibit A4. Negotiated Rates
- ☒ Exhibit A5. Insurance Requirements
- ☐ Exhibit B: Supplemental Provisions
- ☐ Exhibit C: Federal Compliance Provisions
- ☒ Exhibit D: Negotiated Procurement
- ☒ City's Solicitation for Professional Services (#RFQ-2025-0-2025/KB) dated March 25, 2025, as modified by addenda (the "Solicitation") and CONSULTANT's Responsive Submittal dated May 16, 2025, but only to the extent responsive to CITY's Solicitation, as the case may be (the "Submittal")
- ☐ Piggyback Provisions (Continuing Contract Only) with attached source contract between _____ and Consultant titled _____ (# _____) dated _____,

CITY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in Exhibit A1 in accordance with the terms and conditions of this Agreement and the documents marked above, all incorporated herein by reference. This Agreement commences on **September 23, 2025** (the "Commencement Date"), subject to the Effective Date. Subject to completion of any outstanding work orders if a continuing contract, this Agreement expires on **September 22, 2028** (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to 2 additional terms (each term consisting of 2 years), unless otherwise terminated.

CITY:

CITY OF MELBOURNE,
a Florida municipal corporation

Jenni Lamb, City Manager Date

ATTEST: _____
Kevin McKeown, City Clerk

CONSULTANT:

Haley Ward Inc
a MAINE corporation

Signature Date 9-22-25

Name: ANTHONY CANTON

Title: V.P. - SURVEY MANAGER

City Use Only

CCNA eligibility

- ☐ Defined project (Study > \$35,000 or Project construction costs > \$325,000)
- ☒ Continuing contract (study < \$500,000 and project construction costs < \$7,500,000)

Emergency purchase? ☒ Yes ☐ No

Commencement Date: _____ **

** Note: But effective no earlier than last of the parties to execute

Expiration Date, subject to outstanding work orders: _____

Renewal: ☐ No

☒ Yes: _____ terms (each term consisting of _____ years)

Council Approval Date: _____

EXHIBIT A

STANDARD TERMS AND CONDITIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

1. **DEFINITIONS**

- A. "Item(s)" means any goods or items, including intellectual property, provided by CONSULTANT incidental to the Services.
- B. "Hazardous Materials" are or contain dangerous goods, chemicals, contaminants, substances, pollutants, or any other materials that are defined as hazardous by relevant local, state, national, or international law, regulations, and standards.
- C. "Task Order" is CITY's document setting forth specific Services to be rendered and Notice to Proceed information.
- D. "Notice to Proceed" means CITY's authorization for CONSULTANT to provide the Services defined in accordance with the CITY's Task Order sent to CONSULTANT.
- E. "Service(s)" means the work which CONSULTANT is to perform for CITY as set forth in Exhibit A1 in compliance with the Standards of Exhibit A2.
- F. "Expiration Date" is defined as set forth on the first page of this Agreement.

2. **TERM OF AGREEMENT**

The term of this Agreement shall begin on the Effective Date, and continue to the Expiration Date, subject to Exhibit A3 as applicable. The Effective Date of this Agreement shall be the date of the last of the parties to sign, unless otherwise stated. If this Agreement is renewable, it shall only be renewed at CITY's sole discretion.

3. **RATES AND CHARGES**

- A. Rates and charges set forth on Exhibit A4 shall remain fixed for the duration of this Agreement except as provided herein.
- B. All applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges paid by CONSULTANT shall be stated separately on CONSULTANT's invoice and borne by CONSULTANT. In the event that CITY is prohibited by law from remitting payments to the CONSULTANT unless CITY deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then CITY shall duly withhold such taxes and shall remit the remaining net invoice amount to the CONSULTANT. CITY shall not reimburse CONSULTANT for the amount of such taxes withheld.
- C. The purchase of equipment, materials, and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city governments. Upon request, applicable federal excise exemption certificates will be furnished to CONSULTANT.
- D. Additional costs including such taxes, surcharges and delivery costs, except those described on Exhibit A4, will not be paid or reimbursed without CITY's prior written approval.
- E. CITY reserves the right to have CONSULTANT's records inspected and audited to ensure compliance with this Agreement. At CITY's option or upon CONSULTANT's written demand, such audit will be performed by an independent third party at CITY's expense. However, if CONSULTANT is found to not be complying with this Agreement in any way, CONSULTANT shall reimburse CITY for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit. The results of such audit shall be kept confidential by the auditor to the extent allowed by law and, if conducted by a third party, only CONSULTANT's failures to abide by the obligations of this Agreement shall be reported to CITY.

4. **INVOICING AND PAYMENT**

- A. Payment for Services as specified in this Agreement shall be processed promptly after performance of Services and after receipt of properly prepared invoice(s). CITY will not pre-pay for Services not yet performed; CONSULTANT shall not submit an

invoice for services not yet performed. The proper invoice shall be submitted on a form provided by the CITY and available on the CITY's website, which form must be completed to identify the project, Task Order, description of Services provided, dates of Services provided, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, CONSULTANT must render proper invoice to the City of Melbourne, Engineering Dept via email to Engineering@MLBFL.org, unless otherwise directed to deliver an original invoice to City Engineering, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

- B. CONSULTANT shall be responsible for and hold the CITY harmless for any and all payments to CONSULTANT's vendors or subcontractors utilized in the performance of the Services.
- C. Payment is made when CITY's check is mailed or EDI funds transfer initiated.
- D. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by CITY shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Agreement.
- E. No payments shall be made in advance of acceptance of services not covered under this Agreement nor for Services not acceptable to CITY.
- F. CONSULTANT agrees to invoice CITY no later than sixty (60) days after performance of Services. CITY will not be obligated to make payment against any invoices submitted after such period.
- G. Payment by the CITY shall be subject to approval and acceptance of Services by CITY. Notwithstanding the foregoing, CITY's payment shall not constitute acceptance.

5. **NON-APPROPRIATION**

All funds for payment by CITY under this Agreement are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Services provided under this Agreement, CITY will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, CONSULTANT on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Agreement beyond the date of termination.

6. **NON-EXCLUSIVITY**

The right to provide the Services, which will be granted under this Agreement, shall not be exclusive. The CITY reserves the right to obtain any Services from another provider when it is in the best interest of CITY, subject to the requirements of §287.055, Fla. Stat.

7. **TERMINATION**

- A. CITY may terminate this Agreement or any Task Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONSULTANT.
- B. CITY may terminate this Agreement upon written notice to CONSULTANT in the event CONSULTANT defaults on any of the terms and conditions of this Agreement and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.
- C. Notwithstanding the foregoing, CITY may immediately terminate

this Agreement, without providing CONSULTANT with notice of default or an opportunity to cure, if CITY determines that CONSULTANT has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

- D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to CONSULTANT but without an opportunity to cure if CITY determines CONSULTANT knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of CONSULTANT's submittal or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.
- E. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to CONSULTANT if the State of Florida or the federal government enacts a law, which removes or restricts the authority of CITY to conduct all or part of its function.
- F. Upon receipt of such notice of termination, CONSULTANT shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for Services relating to this Agreement, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Agreement.
- G. There shall be no termination charges for Services not yet provided. The CITY will be responsible for payment of authorized Services already provided by CONSULTANT but not yet invoiced, provided such Services have been approved by the CITY. Upon payment of CONSULTANT's claims, the CITY shall be entitled to all work and materials paid for.
- H. Before assuming any payment obligation under this section, the CITY may inspect CONSULTANT's work in process and audit all relevant documents prior to paying CONSULTANT's invoice.
- I. There shall be no charges for termination of task orders for Services. Notwithstanding anything to the contrary, CONSULTANT shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONSULTANT's suppliers or subcontractors after CONSULTANT receives the notice, nor for any costs CONSULTANT could reasonably have avoided.
- J. Notwithstanding anything else in this Agreement, failure to meet the performance date(s) in this Agreement shall be considered a material breach of contract and shall allow CITY to terminate the orders for the Services and/or any subsequent orders in the Task Order without any liability.

8. **FORCE MAJEURE**

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control to include acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Services are to be delayed by such contingencies, CONSULTANT shall immediately notify CITY in writing (within 72 hours of the event) and CITY may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Task Order at no cost to CITY.

9. **SCHEDULING AND ORDERS**

- A. CONSULTANT shall promptly perform Services as scheduled or shall promptly notify the CITY if unable to perform any scheduled Services and shall state the reasons.
- B. CITY may place any portion of an order on hold by notice which shall take effect immediately upon receipt. Orders placed on hold will be rescheduled or canceled within a reasonable time.
- C. CITY shall have no obligation with respect to the purchase of Services under this Agreement until such Services are specified in an issued Task Order.
- D. CONSULTANT, in performing work under this Agreement, shall provide and maintain during the life of this Agreement, equipment and staff sufficient in number, condition and capacity to efficiently perform the work and provide the Services required by this Agreement.

10. **DESIGN PROFESSIONAL STANDARDS**

- A. In the performance of professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. CONSULTANT's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
- B. CONSULTANT shall meet the descriptions and specifications provided on Exhibit A1 and the Standards stated in Exhibit A2. CONSULTANT shall use due care in performing its services and shall have due regard for acceptable professional standards and principals.
- C. CITY may inspect and test all Items and review Services at reasonable times in such manner as shall not unreasonably hinder or delay CONSULTANT's performance. All Items and Services shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at CONSULTANT's premises or any prior payment for such Services. Items rejected by CITY as not conforming to this Agreement or specifications, whether provided by CITY or furnished with the Item, may be returned to CONSULTANT at CONSULTANT's risk and expense and, at CITY's request, shall immediately be corrected or replaced.
- D. To the extent Items are provided by CONSULTANT, CONSULTANT represents that:
- (i) Items will not infringe on intellectual property rights;
 - (ii) CONSULTANT has the necessary right, title, and interest to provide said Items to CITY, and the Items will be free of liens and encumbrances; and
 - (iii) Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by CONSULTANT, and to any other agreed-to specifications.

11. **INDEPENDENT CONTRACTOR**

In performing Services under this Agreement, CONSULTANT is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of the CITY. As an independent contractor, CONSULTANT will be solely responsible for determining the means and methods for performing the required Services. CONSULTANT shall have complete charge and responsibility for personnel employed by CONSULTANT; however, the CITY reserves the right to instruct CONSULTANT to remove from the CITY's premises immediately any of CONSULTANT's personnel who are in breach of Paragraph 17 herein. Such removal shall not relieve CONSULTANT's obligation to provide Services under this Agreement.

12. **SECURITY**

CONSULTANT confirms that employees of CONSULTANT performing work at the CITY's facilities have no record of criminal convictions involving drugs, assault or combative behavior, or theft within the last five years. CONSULTANT understands that such employees may be subject to criminal history investigations by the CITY at the CITY's expense and may be denied access to the CITY's facilities if any such criminal convictions are discovered.

13. **OWNERSHIP AND BAILMENT RESPONSIBILITIES**

- A. Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, computers, test equipment, and other materials furnished or paid for by CITY shall: (i) remain or become the CITY's property; (ii) be used by CONSULTANT exclusively for CITY's Orders; (iii) be clearly marked as CITY's property and segregated when not in use; (iv) be kept in good working condition at CONSULTANT's expense; and (v) be shipped to CITY promptly on demand.
- B. CONSULTANT shall insure CITY's personal property and be liable for loss or damage while in CONSULTANT's possession or control, ordinary wear and tear excepted.

14. ASSIGNMENT OF INTELLECTUAL PROPERTY

CONSULTANT hereby assigns to CITY all right, title, and interest to all intellectual property created by the CONSULTANT arising out of or utilized by the CONSULTANT in the performance of this Agreement and the ownership of the intellectual property shall be vested solely in the CITY. In respect to copyrights, this assignment shall be effective for the entire duration of the copyrights and shall include, but not be limited to, all rights to derivative works. The CONSULTANT waives all rights of attribution and integrity for specific works created by CONSULTANT under this Agreement.

15. INTELLECTUAL PROPERTY INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT shall defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right, arising out of the use or sale of Items or CONSULTANT's Services. If an injunction issues as a result of any such claim or action, CONSULTANT agrees at CONSULTANT's expense and CITY's option to either: (i) procure the right to continue using Items; (ii) replace them with non-infringing Items; (iii) modify them so they become non-infringing; or (iv) refund to the CITY the amount paid for any Items returned to CONSULTANT or for any Item destroyed and for Services connected therewith.

16. DESIGN PROFESSIONAL INDEMNIFICATION

In relation to this Agreement, CONSULTANT represents that it is a design professional as defined by §725.08, Fla. Stat. CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided. The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from the CITY to the CONSULTANT for the CONSULTANT's indemnity agreement.

17. COMPLIANCE WITH LAWS

- A. CONSULTANT shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Items and/or the performance of services in the course of this Agreement. Lack of knowledge by CONSULTANT shall in no way be cause for relief from responsibility. These may include, but are not limited to, Department of Commerce, Environmental Protection Agency, and Department of Transportation regulations applicable to Hazardous Materials and all immigration, employment and labor laws governing CONSULTANT's personnel providing Services to the CITY.
- B. CONSULTANT represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.
- C. CONSULTANT represents and warrants that the Items supplied and Services provided to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Upon request of CITY, CONSULTANT shall provide documentation thereof, including but not limited to copies of CONSULTANT's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of CONSULTANT's subcontractors for the past twenty-four (24) months.
- D. CITY actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination.

Under the INA, employers may hire only persons who may legally work in the United States. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). CONSULTANT shall establish appropriate procedures and controls so no services or products under this Agreement will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. CONSULTANT shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095, Fla. Stat. Notwithstanding anything to the contrary in this Agreement, the CITY reserves the right to terminate this Agreement in accordance with §448.095, Fla. Stat.

- E. Public Entity Crimes Statement. CONSULTANT represents and warrants that is not listed on the State of Florida's convicted vendor listing established under the provisions of §287.133, Fla. Stat., whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from submittal for a period of thirty-six (36) months. CONSULTANT acknowledges the continuous duty to disclose to the CITY if CONSULTANT or any of its affiliates are placed on the convicted vendor list.
- F. CONSULTANT shall maintain, for the duration of this Agreement, all valid licenses and certificates required for the performance of work and Services and provision of Items.
- G. Scrutinized Companies. Subject to *Odebrecht Construction, Inc., v. Prasad* and *Odebrecht Construction, Inc. v. Secretary, Florida Department of Transportation* and their progeny, as applicable, CONSULTANT certifies that it (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria in violation of §287.135, Fla. Stat. If the CITY determines that CONSULTANT has falsely certified facts under this sub-paragraph or if CONSULTANT is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after execution of this Agreement, CITY will have all rights and remedies to terminate this Agreement consistent §287.135, Fla. Stat. CITY reserves all rights to waive certifications required by this paragraph on a case-by-case exception basis pursuant to §287.135, Fla. Stat..
- H. Foreign Gifts and Contracts. CONSULTANT must comply with any applicable disclosure requirements in §286.101, Fla. Stat.
- I. Foreign Country of Concern. CONSULTANT represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of §287.138, Fla. Stat.
- J. Environmental and Social Government and Corporate Activism. Pursuant to §287.05701, Fla. Stat., CITY cannot give preference to a vendor based on social, political or ideologic interests as set forth therein. Violations of this restriction will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.
- K. CONSULTANT agrees to abide by all of CITY's rules and regulations while on CITY's premises or performing Services including, but not limited to, safety, health and Hazardous Material management rules, and rules prohibiting misconduct on CITY's premises such as use of physical aggression against persons or property, harassment, and theft. CONSULTANT will perform only those Services identified on Exhibit A1 and, to the extent located on City premises, will work only in areas designated for such Services. CONSULTANT shall take all reasonable precautions to ensure safe working procedures and conditions for performance on CITY's premises and shall keep CITY's site neat and free from debris.
- L. Failure to comply with this Paragraph shall be considered a breach of contract.

18. RETENTION AND AUDIT

- A. CONSULTANT understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONSULTANT agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat..
- B. The CITY reserves the right to audit the records of CONSULTANT for the Services and Items provided under this Agreement at any time during the performance and term of this Agreement and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, CONSULTANT agrees to submit to an audit by an independent certified public accountant selected by CITY. CONSULTANT shall allow CITY to inspect, examine and review the records of CONSULTANT in relation to this Agreement at any and all times during normal business hours during the term of this Agreement. Records relating to the performance of this Agreement shall be made available to CITY for audit upon reasonable notice.
- C. A request to inspect or copy public records relating to this Agreement for Services must be made directly to the CITY and CONSULTANT shall not release a public record in response to a request arising from anyone other than the CITY.
- D. To the extent CONSULTANT is "acting on behalf of the CITY" CONSULTANT shall be subject to the following provisions:
- (i) As required by §119.0701, Fla. Stat., CONSULTANT shall
- (1) Keep and maintain public records required by the CITY to perform the Services.
- (2) Upon request from the CITY, 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 by law.
- (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONSULTANT does not transfer the records to the CITY.
- (4) Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the Service. If the CONSULTANT transfers all public records to the CITY upon completion of this Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement, the CONSULTANT 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.
- (ii) The CONSULTANT who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Agreement by CONSULTANT. In the event of such breach, in addition to all other remedies available, CONSULTANT shall pay to CITY all incidental and consequential damages arising from such breach, including attorneys' fees and costs incurred by the CITY in defending a public records action as well as those assessed against the CITY in such public records action.
- (iii) The term "public record" as used in this section 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 and in connection with the transaction of official business by or on behalf of the CITY. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the CITY's City Attorney's Office or the City Clerk's Office; provided that the CONSULTANT hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by CONSULTANT.

19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

- A. This Agreement contains the entire understanding between the CITY and CONSULTANT with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in CONSULTANT'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.
- B. In the event of any conflict between or among this Agreement or any ambiguity or missing specifications or instruction, the following priority is established:
- First, the "Supplemental Provisions" set forth as Exhibit B to this Agreement;
 - Second, the "Federal Provisions" set forth as Exhibit C to this Agreement;
 - Third, these "Standard Terms and Conditions of Agreement for Professional Services" incorporated by reference into this Agreement, including exhibits.
 - Fourth, CITY's Solicitation, with supporting addenda and CONSULTANT's Submittal but only to the extent responsive to CITY's Solicitation, collectively incorporated by reference into this Agreement.
 - Fifth, the "Piggyback Provisions" set forth as Exhibit D to this Agreement, including underlying source contract attached thereto
- C. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.
- D. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.
- E. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless CITY determines in its discretion that the court's determination causes this Agreement to fail in any of its essential purposes.
- F. Notwithstanding anything else contained in this Agreement, CITY and CONSULTANT specifically agree that failure to perform certain obligations undertaken in connection with this Agreement would cause irreparable damage, and that monetary damages would not provide an adequate remedy in such event. The parties further agree that CONSULTANT's failure to complete performance of the Services called for in this Agreement or on any project ordered under this Agreement, or failure to perform or effect performance of Services as contracted are such certain obligations. Accordingly, it is agreed that, in addition to any other remedy to which the non-breaching party may be entitled, at law or in equity, the non-breaching party shall be entitled to an order of specific performance to compel performance of such obligations.

20. DISPUTES

In case of dispute arising under this Agreement between the parties, the decision of the City Manager of the City of Melbourne shall be final and binding of both parties.

21. ASSIGNMENT; SUBCONTRACTORS

CONSULTANT may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the written consent of the CITY. CITY may cancel this Agreement for cause should CONSULTANT attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Agreement may be amended only in writing signed by CONSULTANT and CITY and subject to with the same degree of formality evidenced in this Agreement. Nothing contained in this Agreement will be construed as establishing any contractual relationship between CITY and any subcontractor of CONSULTANT. CONSULTANT will be fully responsible to CITY for the acts and omissions of the

CONSULTANT's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall require prior written approval by the CITY.

22. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

CITY agrees to CONSULTANT extending the pricing, terms and conditions of this Agreement to other governmental entities at the discretion of CONSULTANT.

23. APPLICABLE LAW

This Agreement is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Agreement shall be filed in Brevard County, Florida.

24. HEADINGS

The headings provided in this Agreement are for convenience

only and shall not be used in interpreting or construing this Agreement.

25. SURVIVAL

The provisions of Paragraphs 1 (Definitions), 10 (Warranty), 13 (Ownership and Bailment), 14 (Assignment of Intellectual Property), 15 (Intellectual Property Indemnification), 16 (Design Professional Indemnification), 18 (Retention and Audit), 19 (Merger, Modification, Waiver and Remedies), 20 (Disputes), 23 (Applicable Law), 24 (Headings), and 25 (Survival), and, as applicable, Exhibit A1 (Statement of Services), Exhibit C (Federal Compliance Provisions), all of which will survive any termination or expiration of this Agreement.

26. TIME

Time is of the essence in the performance of this Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS:

**City Clerk
900 East Strawbridge Avenue
Melbourne, Florida 32901
Telephone: 321-608-7220
Email: City.Clerk@MLBFL.org**

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT A1

STATEMENT OF SERVICES

§

CONSULTANT shall perform all work and provide all Services (and Items incidental thereto) set forth herein in compliance with the Standards of Exhibit A2. The plans, reports and recommendations of the Consultant will be reviewed by the City for conformity with City standards and agreement terms. However, review by the City does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.

CONSULTANT shall provide Continuing Professional Engineering Services as more particularly described as follows:

Engineering and Architectural survey. Provide personnel and equipment to conduct survey services and report preparation including, but not limited to:

- Boundary, topographic, property, engineering, and other specific purpose surveys such as legal descriptions and easement documents. Such surveys shall be provided as signed and sealed documents when required.
- Florida Statute Chapter 177 plat reviews.
- Provide easement descriptions and supporting documents for acquisition of temporary and permanent easement along with providing technical survey assistance in obtaining such easements.
- Provide for wetland delineations surveys.
- Create drawings from field measurements of existing construction when required for planning additions or alterations thereto. Including renderings, scale models, or exhibits of projects.
- Field verification of as-built drawings.
- Consulting and/or witness services in litigation, arbitration, or administrative proceedings, as related to surveying professional services as needed.
- Preparation of applications and supporting survey related documents for governmental grants, loans, or bonds in connection with projects.
- Development of survey, design or construction related guidelines and standard specifications.
- Furnishing additional copies of reports and additional prints of survey drawings to parties authorized by the City.
- Additional survey related services as needed.

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT A2

STANDARDS

In addition to those requirements set forth in the Statement of Services attached and incorporated as Exhibit A1 to the Agreement, all Services (and Items incidental thereto) and work provided by the CONSULTANT shall conform to state and federal law, City of Melbourne Code of Ordinances, as well as City standards and other standards set forth below:

Technical Specifications and Standards for Construction of Water Distribution Systems (July 2016)

- **Technical Specifications and Standards for Construction of Reclaimed Water Distribution Systems**
- **(July 2016)**
- **Technical Specifications and Standards for Construction of Wastewater Collection Systems (July 2016)**
- **Technical Specifications and Standards for Construction of Sanitary Lift Stations (August 2020)**
- **Florida Department of Transportation Standard Specifications for Road and Bridge Construction**
- **Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and**
- **Highways (Florida Greenbook)**
- **St. Johns River Water Management District**
- **Florida Department of Environmental Protection**

Modification of Standards. The standards requirements set forth above may be modified to an updated standard at the City's sole option with an appropriate adjustment to the fee paid to the CONSULTANT. The City Engineer is authorized to modify the standards requirements in the director's professional judgment based upon the specific nature of goods or services to be provided under the contract, provided the modification is set forth in writing and executed by said director.

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT A3

ADDITIONAL PROVISIONS FOR CONTINUING CONTRACT FOR PROFESSIONAL SERVICES (CCNA)

- A. Pursuant to §287.055, Florida Statutes, professional services under this Agreement are limited to the following: (i) projects in which the estimated construction cost for the individual project does not exceed \$7,500,000.00; or (ii) study activity in which the fee for professional services for the individual study does not exceed \$500,000.00.
- B. Authorization for Services. Authorization for performance of professional services by CONSULTANT under this Agreement must be in the form of written Task Orders issued and executed by the CITY and signed by the CONSULTANT. Required services will be specifically enumerated, described and depicted in the Task Orders authorizing performance of the specific project, task or study. A sample Task Order is attached hereto as Attachment A3-a and available on the CITY's website, which form may change from time to time at the sole discretion of the CITY. Each Task Order must describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. CITY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for the CITY during the term of this Agreement. The City reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the CITY to be in the best interest of the CITY to do so, subject to §287.055, Florida Statutes.
- C. Each individual Task Order in excess of \$50,000 will require City Council approval in accordance with City Code. City Council approval will not be required for an individual Task Order if the amount of the individual Task Order is within delegated spending approvals of the City Engineer or the City Manager, as the case may be, or as otherwise delegated by City Code.
- D. Expiration of this Agreement will have no effect upon Task Orders issued pursuant to this Agreement and prior to the expiration date. All terms and conditions of this Agreement shall survive the Expiration Date for the limited use of such previously-issued Task Orders for the purpose of completion of the work on the Task Order. Obligations of both parties under such Task Orders will remain in effect until completion of the work authorized by the respective Task Order, unless otherwise terminated pursuant to the terms of this Agreement.

Sample Task Order:

CONTINUING CONTRACT FOR
PROFESSIONAL CONSULTING SERVICES
between
THE CITY OF MELBOURNE
and
HALEY WARD, INC.

This Task Order made and entered into this ____ day of _____, 2025 to that certain CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **SURVEY**, dated September XX, 2025 by and between the CITY OF MELBOURNE, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and HALEY WARD, INC., of MELBOURNE, Florida, a corporation created and existing under the laws of the State of Florida, hereinafter referred to as the ENGINEERS.

Whereas, the CITY desires to authorize the ENGINEERS to perform certain Professional Consulting Services as outlined in the attached SCOPE OF SERVICES for _____, Exhibit A, hereinafter referenced to as the SCOPE OF SERVICES and

Whereas, the CITY and the ENGINEERS have completed successful negotiations for said PROFESSIONAL CONSULTING SERVICES- **SURVEY** as defined in the SCOPE OF SERVICES.

The CITY hereby employs the ENGINEERS as Professional Consultant for the work as outlined in the SCOPE OF SERVICES and the ENGINEERS accept employment to perform certain Professional Services as outlined in the SCOPE OF SERVICES.

The ENGINEERS shall commence their services upon written authorization by the CITY to proceed with the work. Excluding time for CITY review and reviews by other agencies, the Professional Services as provided for under this Task Order shall be delivered within _____ calendar days from receipt of written Notice to Proceed.

The CITY shall pay the ENGINEERS for performance of their services, as outlined the SCOPE OF SERVICES, an amount not to exceed \$ _____ without prior approval from the CITY. Any additional work under this Phase, authorized by the CITY, shall be accomplished in accordance with the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **SURVEY**. Payment for any additional work and reimbursable expense shall be in accordance with the Schedule of Compensation Rates outlined in the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **SURVEY**.

All services shall be subject to and performed in accordance with this task order, the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **SURVEY**, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

Earned compensation shall be invoiced by the ENGINEERS as services are completed or monthly as services are performed. Each invoice so rendered shall clearly identify the subject matter, City project number and basis on which the invoice was prepared. Invoices shall be paid by the CITY in accordance with the City's Prompt Payment Policy as included within the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **SURVEY**.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives, this _____ day of _____, 2025.

Approved by City Engineer as to content:

James Ennis, P.E., City Engineer

CITY OF MELBOURNE, FLORIDA
Acting by and through its City Council

Jenni Lamb, P.E. City Manager

Attest:

Kevin McKeown, City Clerk

CONSULTANT

FIRM SIGNATORY

EXHIBIT A4

NEGOTIATED RATES

CONSULTANT shall provide all Services (and Items incidental thereto) and work set forth in this Agreement for the cost stated below.

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**



Schedule of Hourly Charges:

Expert Witness	\$400.00
Principal Engineer/ Surveyor	\$ 250.00
Sr. Project Manager IV	\$ 240.00
Sr. Project Manager II	\$ 220.00
Sr. Project Manager I	\$ 210.00
Project Manager I	\$ 190.00
Sr. Project Engineer I (Engineer / Architect / Surveyor / Scientist / Geologist / Planner)	\$ 210.00
Project Engineer II (Engineer / Architect / Surveyor / Scientist / Geologist / Planner)	\$ 200.00
Project Engineer I (Engineer / Architect / Surveyor / Scientist / Geologist / Planner)	\$ 180.00
Engineer / Architect / Surveyor / Scientist / Geologist / Planner / Professional	\$ 165.00
Senior Designer II (Civil CAD)	\$ 185.00
Senior Designer I (Civil CAD)	\$ 190.00
Designer (Civil CAD)	\$ 155.00
Sr. Technician I (SR Survey CAD/ Survey Crew Lead / Inspector / Drone-Lidar / Scan)	\$ 160.00
Technician (Survey CAD / Survey Field Assistant)	\$ 145.00
Sr. Project Assistant	\$ 135.00
Project Assistant	\$ 120.00
1 Person Survey Crew	\$ 160.00
2 Person Survey Crew	\$ 305.00
3 Person Survey Crew	\$ 465.00

Rates Effective 4.01.2025

1-150 TC Reviewed: _____ 150-250 MO Reviewed: _____ 250-350 RK Reviewed: _____ 350+ TN Reviewed: _____

EXHIBIT A5

INSURANCE REQUIREMENTS

A.. **Insurance Coverage.** The CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property or other loss which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the total contract amount and no additional charge shall be added for insurance coverage. Neither the CONSULTANT nor its agents, representatives, employees and subcontractors shall commence work under this contract until all insurance required hereunder is obtained and approved by the CITY.

Required insurance is indicated below (Mark required insurance coverage with an "X")

 X Workers Compensation & Employer's Liability Insurance
The CONSULTANT and each subcontractor shall each maintain in force for the duration of the contracted period Florida Workers Compensation Insurance and USL&H at Statutory limits and Employers Liability Insurance with limits of at least \$500,000 each accident, \$500,000 each disease/employee and \$500,000 per disease/policy limit. In the event CONSULTANT provides services from another state, the workers compensation requirement shall be amended to require the CONSULTANT to maintain worker's compensation and employer's liability insurance as required by the states where the work is performed.

 X Professional Liability Insurance /Errors and Omissions Insurance
The Consultant shall maintain in force Professional Liability Insurance, which must include coverage for intentional, grossly negligent and negligent acts of the Consultant, its agents, servants, employees and subcontractors, and for errors and omissions in the performance of the professional services described in this Agreement, having a minimum limit of \$1,000,000 per occurrence. In the event the insurance is claims made insurance, the policy shall include tail coverage extending at least four (4) years after completion of the Agreement term.

The Consultant shall require each subcontractor providing professional services to maintain in force Professional Liability Insurance, which must include coverage for intentional, grossly negligent and negligent acts of the subcontractor, its agents, servants, employees and sub-subcontractors, and for errors and omissions in the performance of the professional services described in this Agreement, having a minimum limit of \$1,000,000 per occurrence. In the event the insurance is claims made insurance, the policy shall include tail coverage extending at least four (4) years after completion of the Agreement term.

 X Business Automobile Liability Insurance.
The CONSULTANT and each subcontractor shall each maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles. In the event CONSULTANT or subcontractor, as the case may be, does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONSULTANT or its subcontractor, as the case may be, to maintain only Hired & Non-Owned Auto Liability Insurance.

 X Commercial General Liability Insurance.
The CONSULTANT shall maintain in force for the duration of the contracted period Commercial General Liability Insurance which must include coverage for acts and omissions of the CONSULTANT as well as its agents, servants, employees and subcontractors, with a limit of not less than \$1,000,000 per occurrence/aggregate and a

deductible amount of not more than \$100,000 per claim. The policy shall be written on an occurrence basis, not claims made.

The CONSULTANT shall require each of its subcontractor to procure and maintain during the life of any subcontract Subcontractor's Public Liability and Property Damage Insurance coverage in amounts satisfactory to the CONSULTANT for the CONSULTANT's own protection.

Other insurance: _____

B. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to the City and are subject to the acceptance and approval of the CITY, in its sole discretion.

C **Primary Insurance.** The insurance coverage required hereunder shall be primary insurance as respects the CITY. Any insurance or self-insurance maintained by the CITY shall be in excess of the CONSULTANT's insurance and shall not contribute with it. Nothing in this Agreement shall be read to waive sovereign immunity of the CITY.

D. **Notice of Termination; Acceptability of Insurers; Verification of Coverage.** Each insurance policy required hereunder shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY. All insurers shall be authorized to do business in Florida and shall have an A.M. Best rating of A (or better), Class VII (or higher) or otherwise be acceptable to the City if not rated by A.M. Best or if work is being performed in another state. The CONSULTANT shall file with the City Engineer and shall keep in full force and effect at all times during the term of this Agreement a certificate of insurance and original endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf naming the CITY as an additional insured including a waiver of subrogation specification evidencing general liability, auto liability and worker's compensation coverage. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. **Modification of Insurance Requirements.** The insurance requirements set forth in this Agreement may be increased, reduced or waived at the City's sole option with an appropriate adjustment to the fee paid to the CONSULTANT. The City's Director of Human Resources who is responsible for the City's risk management program, is authorized to modify the insurance requirements in the director's professional judgment based upon the specific nature of goods or services to be provided under the contract, provided the modification is set forth in writing and executed by said director.

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT B

SUPPLEMENTAL PROVISIONS

1. **Professional Services.** This Agreement is awarded pursuant to the Consultants' Competitive Negotiation Act (§287.055, F.S.) to include the following professional services (mark all that apply):

- ☒ Engineering
- ☒ Architect
- ☒ Landscape Architect
- ☒ Land Surveyor

2. **Negotiated Procurement. (Mark applicable provision.)**

- ☒ This Agreement is awarded based on CONSULTANT's Submittal responding to CITY's Solicitation for professional services. CONSULTANT represents and warrants that all information and representations contained in the Submittal are truthful to the best of CONSULTANT's knowledge and belief and CONSULTANT hereby restates and affirms all representations contained in the Submittal. The Solicitation and the Submittal are incorporated into this Agreement by reference. The Solicitation and the Submittal are on file with the City's Engineering Department.
- ☐ This Agreement is awarded based on that certain contract previously bid between _____ and _____ dated _____, attached to this Agreement as an attachment of Exhibit D. The parties agree that the award is limited by the provisions of the Consultants' Competitive Negotiation Act (§287.055, F.S.) such that the professional services under the contract previously bid and this Agreement are limited to the following: (i) projects in which the estimated construction cost for the individual project does not exceed \$7,500,000.00; or (ii) study activity in which the fee for professional services for the individual study does not exceed \$500,000.00.
- ☐ This Agreement is awarded based on an exemption from negotiated procurement as indicated: _____[explain exemption]

3. **Performance Bonds.**

No performance bonds or payment bonds are required by this Agreement.

4. **Notice to Parties**

- A. Notice to the City regarding terms and conditions of the Agreement and changes in address/addressee shall be directed to the City Contact as identified on the cover page of this Agreement. Notice and communication with the City regarding the Services shall be directed to the City Engineering Department Contact as identified on the cover page of this Agreement. Inquiries regarding payment to CITY shall be directed to City of Melbourne, City Engineering Department, Attn: City Engineer, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. Notice and communication and changes in address/addressee to the CONSULTANT shall be directed to the CONSULTANT Contact as identified on the cover page of this Agreement.
- C. Notice of default or notice of termination of this Agreement shall be made in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested and shall be addressed as follows:

If to the CITY

City Engineer
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

If to CONSULTANT:

A party may unilaterally change its address or addressee by giving notice in writing to the other party as provided in this section. Thereafter, notices and other pertinent correspondence shall be addressed and transmitted to the new address.

5. **Other Provisions**
Not Applicable

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**



Melbourne City Council
October 14, 2025
City Manager's Item Report

Department:	Engineering
Presenter:	James Ennis
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.p.

Subject:

Continuing Contract for Professional Engineering Services for Surveying Services, DRMP, Inc., Merritt Island, FL.

Background/Consideration:

The process to select a continuing consultant for the professional services related to surveying on a continuing contract basis began on March 28, 2025, with a public advertisement requesting qualifications from interested professional consulting firms. The Professional Services Request for Qualifications was grouped into five (5) categories: Utilities, Site/Civil, Infrastructure, Geotechnical/Lab and Survey. On July 8, 2025, Council authorized the City Manager to negotiate professional engineering services for survey work with DRMP, Inc., Merritt Island, FL. DRMP was one of the selection committee's top choices to provide professional engineering services for the survey discipline. This was a multi-award bid. Additional contract awards will be brought for individually.

The scope of services includes providing topographic, property boundary, as-built, and construction staking surveys. Additional services include the review of plat documentation, providing sketch and legal descriptions, review of easements and right-of-way documentation and providing expert analysis of survey-related documents submitted to the City.

The contract provides for a commencement date of October 14, 2025, subject to the effective date, and expires on October 13, 2028. The contract is renewable for up to two (2) additional two-year terms.

Fiscal/Budget Impact:

There is no fiscal impact at this time. Services to be provided for specific projects will be defined as task orders to this original contract. Approval of the task orders will follow purchasing thresholds as defined in City Code.

Requested Action:

Approval of the Continuing Contract for Professional Engineering Services for Surveying Services, substantially in the form as presented, to DRMP, Inc., Merritt Island, FL.

AGREEMENT FOR PROFESSIONAL SERVICES
PROFESSIONAL ENGINEERING SERVICES - SURVEY

This **AGREEMENT FOR PROFESSIONAL SERVICES** (this "Agreement") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY**, and DRMP, Inc., a Florida Profit corporation, whose mailing address is 100 Parnell Street, Merritt Island, FL 32953 hereinafter referred to as the **CONSULTANT**.

CITY CONTACT:	CONSULTANT CONTACT:
Engineering Dept James Ennis, P.E City Engineer City of Melbourne 900 East Strawbridge Ave Melbourne, FL 32901 Email:james.ennis@mlbfl.org P: 321-321-608-7300/F: 321-608-7319	DRMP, Inc. Barry Cabaniss, PLS 100 Parnell Street Merritt Island, FL 32953 bcabaniss@drmp.com P: 321-4530010

This Agreement consists of the following documents: (Mark "X" where applicable)

- ☒ Exhibit A: Standard Terms and Conditions of Agreement for Professional Services (Std Version 5/15/2024)
- ☒ Exhibit A1. Statement of Work
- ☒ Exhibit A2. Standards
- ☒ Exhibit A3. Additional Provisions for Continuing Contract
- ☒ Exhibit A4. Negotiated Rates
- ☒ Exhibit A5. Insurance Requirements
- ☒ Exhibit B: Supplemental Provisions
- ☐ Exhibit C: Federal Compliance Provisions
- ☒ Exhibit D: Negotiated Procurement
- ☒ City's Solicitation for Professional Services (#RFQ-2025-0-2025/KB) dated March 25, 2025, as modified by addenda (the "Solicitation") and CONSULTANT's Responsive Submittal dated May 16, 2025, but only to the extent responsive to CITY's Solicitation, as the case may be (the "Submittal")
- ☐ Piggyback Provisions (Continuing Contract Only) with attached source contract between _____ and Consultant titled _____ (# _____) dated _____,

CITY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in Exhibit A1 in accordance with the terms and conditions of this Agreement and the documents marked above, all incorporated herein by reference. This Agreement commences on **October 14, 2025** (the "Commencement Date"), subject to the Effective Date. Subject to completion of any outstanding work orders if a continuing contract, this Agreement expires on **October 13, 2028** (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to 2 additional terms (each term consisting of 2 years), unless otherwise terminated.

CITY:

CITY OF MELBOURNE,
a Florida municipal corporation

Jenni Lamb, City Manager Date

ATTEST: _____
Kevin McKeown, City Clerk

CONSULTANT:

DRMP, Inc.,
a Florida Profit corporation

Joseph B Cabaniss
2025-10-06 12:05:20-04'00'
Signature Date
Name: Joseph Barry Cabaniss
Title: Vice President

City Use Only

CCNA eligibility

☐ Defined project (Study > \$35,000 or Project construction costs > \$325,000)

☒ Continuing contract (study < \$500,000 and project construction costs < \$7,500,000)

Emergency purchase? ☐ Yes ☒ No

Commencement Date: _____ **

** Note: But effective no earlier than last of the parties to execute

Expiration Date, subject to outstanding work orders: _____

Renewal: ☐ No

☒ Yes: 2 terms (each term consisting of 2 years)

Council Approval Date: _____

EXHIBIT A

STANDARD TERMS AND CONDITIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

1. DEFINITIONS

- A. "Item(s)" means any goods or items, including intellectual property, provided by CONSULTANT incidental to the Services.
- B. "Hazardous Materials" are or contain dangerous goods, chemicals, contaminants, substances, pollutants, or any other materials that are defined as hazardous by relevant local, state, national, or international law, regulations, and standards.
- C. "Task Order" is CITY's document setting forth specific Services to be rendered and Notice to Proceed information.
- D. "Notice to Proceed" means CITY's authorization for CONSULTANT to provide the Services defined in accordance with the CITY's Task Order sent to CONSULTANT.
- E. "Service(s)" means the work which CONSULTANT is to perform for CITY as set forth in Exhibit A1 in compliance with the Standards of Exhibit A2.
- F. "Expiration Date" is defined as set forth on the first page of this Agreement.

2. TERM OF AGREEMENT

The term of this Agreement shall begin on the Effective Date, and continue to the Expiration Date, subject to Exhibit A3 as applicable. The Effective Date of this Agreement shall be the date of the last of the parties to sign, unless otherwise stated. If this Agreement is renewable, it shall only be renewed at CITY's sole discretion.

3. RATES AND CHARGES

- A. Rates and charges set forth on Exhibit A4 shall remain fixed for the duration of this Agreement except as provided herein.
- B. All applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges paid by CONSULTANT shall be stated separately on CONSULTANT's invoice and borne by CONSULTANT. In the event that CITY is prohibited by law from remitting payments to the CONSULTANT unless CITY deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then CITY shall duly withhold such taxes and shall remit the remaining net invoice amount to the CONSULTANT. CITY shall not reimburse CONSULTANT for the amount of such taxes withheld.
- C. The purchase of equipment, materials, and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city governments. Upon request, applicable federal excise exemption certificates will be furnished to CONSULTANT.
- D. Additional costs including such taxes, surcharges and delivery costs, except those described on Exhibit A4, will not be paid or reimbursed without CITY's prior written approval.
- E. CITY reserves the right to have CONSULTANT's records inspected and audited to ensure compliance with this Agreement. At CITY's option or upon CONSULTANT's written demand, such audit will be performed by an independent third party at CITY's expense. However, if CONSULTANT is found to not be complying with this Agreement in any way, CONSULTANT shall reimburse CITY for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit. The results of such audit shall be kept confidential by the auditor to the extent allowed by law and, if conducted by a third party, only CONSULTANT's failures to abide by the obligations of this Agreement shall be reported to CITY.

4. INVOICING AND PAYMENT

- A. Payment for Services as specified in this Agreement shall be processed promptly after performance of Services and after receipt of properly prepared invoice(s). CITY will not pre-pay for Services not yet performed; CONSULTANT shall not submit an

invoice for services not yet performed. The proper invoice shall be submitted on a form provided by the CITY and available on the CITY's website, which form must be completed to identify the project, Task Order, description of Services provided, dates of Services provided, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, CONSULTANT must render proper invoice to the City of Melbourne, Engineering Dept via email to Engineering@MLBFL.org, unless otherwise directed to deliver an original invoice to City Engineering, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

- B. CONSULTANT shall be responsible for and hold the CITY harmless for any and all payments to CONSULTANT's vendors or subcontractors utilized in the performance of the Services.
- C. Payment is made when CITY's check is mailed or EDI funds transfer initiated.
- D. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by CITY shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Agreement.
- E. No payments shall be made in advance of acceptance of services not covered under this Agreement nor for Services not acceptable to CITY.
- F. CITY agrees to invoice CITY no later than sixty (60) days after performance of Services. CITY will not be obligated to make payment against any invoices submitted after such period.
- G. Payment by the CITY shall be subject to approval and acceptance of Services by CITY. Notwithstanding the foregoing, CITY's payment shall not constitute acceptance.

5. NON-APPROPRIATION

All funds for payment by CITY under this Agreement are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Services provided under this Agreement, CITY will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, CONSULTANT on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Agreement beyond the date of termination.

6. NON-EXCLUSIVITY

The right to provide the Services, which will be granted under this Agreement, shall not be exclusive. The CITY reserves the right to obtain any Services from another provider when it is in the best interest of CITY, subject to the requirements of §287.055, Fla. Stat.

7. TERMINATION

- A. CITY may terminate this Agreement or any Task Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONSULTANT.
- B. CITY may terminate this Agreement upon written notice to CONSULTANT in the event CONSULTANT defaults on any of the terms and conditions of this Agreement and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.
- C. Notwithstanding the foregoing, CITY may immediately terminate

this Agreement, without providing CONSULTANT with notice of default or an opportunity to cure, if CITY determines that CONSULTANT has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

- D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to CONSULTANT but without an opportunity to cure if CITY determines CONSULTANT knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of CONSULTANT's submittal or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.
- E. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to CONSULTANT if the State of Florida or the federal government enacts a law, which removes or restricts the authority of CITY to conduct all or part of its function.
- F. Upon receipt of such notice of termination, CONSULTANT shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for Services relating to this Agreement, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Agreement.
- G. There shall be no termination charges for Services not yet provided. The CITY will be responsible for payment of authorized Services already provided by CONSULTANT but not yet invoiced, provided such Services have been approved by the CITY. Upon payment of CONSULTANT's claims, the CITY shall be entitled to all work and materials paid for.
- H. Before assuming any payment obligation under this section, the CITY may inspect CONSULTANT's work in process and audit all relevant documents prior to paying CONSULTANT's invoice.
- I. There shall be no charges for termination of task orders for Services. Notwithstanding anything to the contrary, CONSULTANT shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONSULTANT's suppliers or subcontractors after CONSULTANT receives the notice, nor for any costs CONSULTANT could reasonably have avoided.
- J. Notwithstanding anything else in this Agreement, failure to meet the performance date(s) in this Agreement shall be considered a material breach of contract and shall allow CITY to terminate the orders for the Services and/or any subsequent orders in the Task Order without any liability.

8. FORCE MAJEURE

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control to include acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Services are to be delayed by such contingencies, CONSULTANT shall immediately notify CITY in writing (within 72 hours of the event) and CITY may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Task Order at no cost to CITY.

9. SCHEDULING AND ORDERS

- A. CONSULTANT shall promptly perform Services as scheduled or shall promptly notify the CITY if unable to perform any scheduled Services and shall state the reasons.
- B. CITY may place any portion of an order on hold by notice which shall take effect immediately upon receipt. Orders placed on hold will be rescheduled or canceled within a reasonable time.
- C. CITY shall have no obligation with respect to the purchase of Services under this Agreement until such Services are specified in an issued Task Order.
- D. CONSULTANT, in performing work under this Agreement, shall provide and maintain during the life of this Agreement, equipment and staff sufficient in number, condition and capacity to efficiently perform the work and provide the Services required by this Agreement.

10. DESIGN PROFESSIONAL STANDARDS

- A. In the performance of professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. CONSULTANT's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
- B. CONSULTANT shall meet the descriptions and specifications provided on Exhibit A1 and the Standards stated in Exhibit A2. CONSULTANT shall use due care in performing its services and shall have due regard for acceptable professional standards and principals.
- C. CITY may inspect and test all Items and review Services at reasonable times in such manner as shall not unreasonably hinder or delay CONSULTANT's performance. All Items and Services shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at CONSULTANT's premises or any prior payment for such Services. Items rejected by CITY as not conforming to this Agreement or specifications, whether provided by CITY or furnished with the Item, may be returned to CONSULTANT at CONSULTANT's risk and expense and, at CITY's request, shall immediately be corrected or replaced.
- D. To the extent Items are provided by CONSULTANT, CONSULTANT represents that:
 - (i) Items will not infringe on intellectual property rights;
 - (ii) CONSULTANT has the necessary right, title, and interest to provide said Items to CITY, and the Items will be free of liens and encumbrances; and
 - (iii) Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by CONSULTANT, and to any other agreed-to specifications.

11. INDEPENDENT CONTRACTOR

In performing Services under this Agreement, CONSULTANT is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of the CITY. As an independent contractor, CONSULTANT will be solely responsible for determining the means and methods for performing the required Services. CONSULTANT shall have complete charge and responsibility for personnel employed by CONSULTANT; however, the CITY reserves the right to instruct CONSULTANT to remove from the CITY's premises immediately any of CONSULTANT's personnel who are in breach of Paragraph 17 herein. Such removal shall not relieve CONSULTANT's obligation to provide Services under this Agreement.

12. SECURITY

CONSULTANT confirms that employees of CONSULTANT performing work at the CITY's facilities have no record of criminal convictions involving drugs, assault or combative behavior, or theft within the last five years. CONSULTANT understands that such employees may be subject to criminal history investigations by the CITY at the CITY's expense and may be denied access to the CITY's facilities if any such criminal convictions are discovered.

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

- A. Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, computers, test equipment, and other materials furnished or paid for by CITY shall: (i) remain or become the CITY's property; (ii) be used by CONSULTANT exclusively for CITY's Orders; (iii) be clearly marked as CITY's property and segregated when not in use; (iv) be kept in good working condition at CONSULTANT's expense; and (v) be shipped to CITY promptly on demand.
- B. CONSULTANT shall insure CITY's personal property and be liable for loss or damage while in CONSULTANT's possession or control, ordinary wear and tear excepted.

14. ASSIGNMENT OF INTELLECTUAL PROPERTY

CONSULTANT hereby assigns to CITY all right, title, and interest to all intellectual property created by the CONSULTANT arising out of or utilized by the CONSULTANT in the performance of this Agreement and the ownership of the intellectual property shall be vested solely in the CITY. In respect to copyrights, this assignment shall be effective for the entire duration of the copyrights and shall include, but not be limited to, all rights to derivative works. The CONSULTANT waives all rights of attribution and integrity for specific works created by CONSULTANT under this Agreement.

15. INTELLECTUAL PROPERTY INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT shall defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right, arising out of the use or sale of Items or CONSULTANT's Services. If an injunction issues as a result of any such claim or action, CONSULTANT agrees at CONSULTANT's expense and CITY's option to either: (i) procure the right to continue using Items; (ii) replace them with non-infringing Items; (iii) modify them so they become non-infringing; or (iv) refund to the CITY the amount paid for any Items returned to CONSULTANT or for any Item destroyed and for Services connected therewith.

16. DESIGN PROFESSIONAL INDEMNIFICATION

In relation to this Agreement, CONSULTANT represents that it is a design professional as defined by §725.08, Fla. Stat. CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided. The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from the CITY to the CONSULTANT for the CONSULTANT's indemnity agreement.

17. COMPLIANCE WITH LAWS

- A. CONSULTANT shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Items and/or the performance of services in the course of this Agreement. Lack of knowledge by CONSULTANT shall in no way be cause for relief from responsibility. These may include, but are not limited to, Department of Commerce, Environmental Protection Agency, and Department of Transportation regulations applicable to Hazardous Materials and all immigration, employment and labor laws governing CONSULTANT's personnel providing Services to the CITY.
- B. CONSULTANT represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.
- C. CONSULTANT represents and warrants that the Items supplied and Services provided to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Upon request of CITY, CONSULTANT shall provide documentation thereof, including but not limited to copies of CONSULTANT's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of CONSULTANT's subcontractors for the past twenty-four (24) months.
- D. CITY actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination.

Under the INA, employers may hire only persons who may legally work in the United States. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). CONSULTANT shall establish appropriate procedures and controls so no services or products under this Agreement will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

CONSULTANT shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095, Fla. Stat. Notwithstanding anything to the contrary in this Agreement, the CITY reserves the right to terminate this Agreement in accordance with §448.095, Fla. Stat.

- E. Public Entity Crimes Statement. CONSULTANT represents and warrants that is not listed on the State of Florida's convicted vendor listing established under the provisions of §287.133, Fla. Stat., whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from submittal for a period of thirty-six (36) months. CONSULTANT acknowledges the continuous duty to disclose to the CITY if CONSULTANT or any of its affiliates are placed on the convicted vendor list.
- F. CONSULTANT shall maintain, for the duration of this Agreement, all valid licenses and certificates required for the performance of work and Services and provision of Items.
- G. Scrutinized Companies. Subject to *Odebrecht Construction, Inc., v. Prasad* and *Odebrecht Construction, Inc. v. Secretary, Florida Department of Transportation* and their progeny, as applicable, CONSULTANT certifies that it (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria in violation of §287.135, Fla. Stat. If the CITY determines that CONSULTANT has falsely certified facts under this sub-paragraph or if CONSULTANT is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after execution of this Agreement, CITY will have all rights and remedies to terminate this Agreement consistent §287.135, Fla. Stat. CITY reserves all rights to waive certifications required by this paragraph on a case-by-case exception basis pursuant to §287.135, Fla. Stat..
- H. Foreign Gifts and Contracts. CONSULTANT must comply with any applicable disclosure requirements in §286.101, Fla. Stat.
- I. Foreign Country of Concern. CONSULTANT represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of §287.138, Fla. Stat.
- J. Environmental and Social Government and Corporate Activism. Pursuant to §287.05701, Fla. Stat., CITY cannot give preference to a vendor based on social, political or ideologic interests as set forth therein. Violations of this restriction will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.
- K. CONSULTANT agrees to abide by all of CITY's rules and regulations while on CITY's premises or performing Services including, but not limited to, safety, health and Hazardous Material management rules, and rules prohibiting misconduct on CITY's premises such as use of physical aggression against persons or property, harassment, and theft. CONSULTANT will perform only those Services identified on Exhibit A1 and, to the extent located on City premises, will work only in areas designated for such Services. CONSULTANT shall take all reasonable precautions to ensure safe working procedures and conditions for performance on CITY's premises and shall keep CITY's site neat and free from debris.
- L. Failure to comply with this Paragraph shall be considered a breach of contract.

18. RETENTION AND AUDIT

- A. CONSULTANT understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONSULTANT agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat..
- B. The CITY reserves the right to audit the records of CONSULTANT for the Services and Items provided under this Agreement at any time during the performance and term of this Agreement and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, CONSULTANT agrees to submit to an audit by an independent certified public accountant selected by CITY. CONSULTANT shall allow CITY to inspect, examine and review the records of CONSULTANT in relation to this Agreement at any and all times during normal business hours during the term of this Agreement. Records relating to the performance of this Agreement shall be made available to CITY for audit upon reasonable notice.
- C. A request to inspect or copy public records relating to this Agreement for Services must be made directly to the CITY and CONSULTANT shall not release a public record in response to a request arising from anyone other than the CITY.
- D. To the extent CONSULTANT is "acting on behalf of the CITY" CONSULTANT shall be subject to the following provisions:
 - (i) As required by §119.0701, Fla. Stat., CONSULTANT shall
 - (1) Keep and maintain public records required by the CITY to perform the Services.
 - (2) Upon request from the CITY, 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 by law.
 - (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONSULTANT does not transfer the records to the CITY.
 - (4) Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the Service. If the CONSULTANT transfers all public records to the CITY upon completion of this Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement, the CONSULTANT 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.
 - (ii) The CONSULTANT who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Agreement by CONSULTANT. In the event of such breach, in addition to all other remedies available, CONSULTANT shall pay to CITY all incidental and consequential damages arising from such breach, including attorneys' fees and costs incurred by the CITY in defending a public records action as well as those assessed against the CITY in such public records action.
 - (iii) The term "public record" as used in this section 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 and in connection with the transaction of official business by or on behalf of the CITY. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the CITY's City Attorney's Office or the City Clerk's Office; provided that the CONSULTANT hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by CONSULTANT.

19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

- A. This Agreement contains the entire understanding between the CITY and CONSULTANT with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in CONSULTANT'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.
- B. In the event of any conflict between or among this Agreement or any ambiguity or missing specifications or instruction, the following priority is established:
 - First, the "Supplemental Provisions" set forth as Exhibit B to this Agreement;
 - Second, the "Federal Provisions" set forth as Exhibit C to this Agreement;
 - Third, these "Standard Terms and Conditions of Agreement for Professional Services" incorporated by reference into this Agreement, including exhibits.
 - Fourth, CITY's Solicitation, with supporting addenda and CONSULTANT's Submittal but only to the extent responsive to CITY's Solicitation, collectively incorporated by reference into this Agreement.
 - Fifth, the "Piggyback Provisions" set forth as Exhibit D to this Agreement, including underlying source contract attached thereto
- C. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.
- D. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.
- E. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless CITY determines in its discretion that the court's determination causes this Agreement to fail in any of its essential purposes.
- F. Notwithstanding anything else contained in this Agreement, CITY and CONSULTANT specifically agree that failure to perform certain obligations undertaken in connection with this Agreement would cause irreparable damage, and that monetary damages would not provide an adequate remedy in such event. The parties further agree that CONSULTANT's failure to complete performance of the Services called for in this Agreement or on any project ordered under this Agreement, or failure to perform or effect performance of Services as contracted are such certain obligations. Accordingly, it is agreed that, in addition to any other remedy to which the non-breaching party may be entitled, at law or in equity, the non-breaching party shall be entitled to an order of specific performance to compel performance of such obligations.

20. DISPUTES

In case of dispute arising under this Agreement between the parties, the decision of the City Manager of the City of Melbourne shall be final and binding of both parties.

21. ASSIGNMENT; SUBCONTRACTORS

CONSULTANT may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the written consent of the CITY. CITY may cancel this Agreement for cause should CONSULTANT attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Agreement may be amended only in writing signed by CONSULTANT and CITY and subject to with the same degree of formality evidenced in this Agreement. Nothing contained in this Agreement will be construed as establishing any contractual relationship between CITY and any subcontractor of CONSULTANT. CONSULTANT will be fully responsible to CITY for the acts and omissions of the

CONSULTANT's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall require prior written approval by the CITY.

22. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

CITY agrees to CONSULTANT extending the pricing, terms and conditions of this Agreement to other governmental entities at the discretion of CONSULTANT.

23. APPLICABLE LAW

This Agreement is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Agreement shall be filed in Brevard County, Florida.

24. HEADINGS

The headings provided in this Agreement are for convenience

only and shall not be used in interpreting or construing this Agreement.

25. SURVIVAL

The provisions of Paragraphs 1 (Definitions), 10 (Warranty), 13 (Ownership and Bailment), 14 (Assignment of Intellectual Property), 15 (Intellectual Property Indemnification), 16 (Design Professional Indemnification), 18 (Retention and Audit), 19 (Merger, Modification, Waiver and Remedies), 20 (Disputes), 23 (Applicable Law), 24 (Headings), and 25 (Survival), and, as applicable, Exhibit A1 (Statement of Services), Exhibit C (Federal Compliance Provisions), all of which will survive any termination or expiration of this Agreement.

26. TIME

Time is of the essence in the performance of this Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS:

**City Clerk
900 East Strawbridge Avenue
Melbourne, Florida 32901
Telephone: 321-608-7220
Email: City.Clerk@MLBFL.org**

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT A1

STATEMENT OF SERVICES

§

CONSULTANT shall perform all work and provide all Services (and Items incidental thereto) set forth herein in compliance with the Standards of Exhibit A2. The plans, reports and recommendations of the Consultant will be reviewed by the City for conformity with City standards and agreement terms. However, review by the City does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.

CONSULTANT shall provide Continuing Professional Engineering Services as more particularly described as follows:

Engineering and Architectural survey. Provide personnel and equipment to conduct survey services and report preparation including, but not limited to:

- Boundary, topographic, property, engineering, and other specific purpose surveys such as legal descriptions and easement documents. Such surveys shall be provided as signed and sealed documents when required.
- Florida Statute Chapter 177 plat reviews.
- Provide easement descriptions and supporting documents for acquisition of temporary and permanent easement along with providing technical survey assistance in obtaining such easements.
- Provide for wetland delineations surveys.
- Create drawings from field measurements of existing construction when required for planning additions or alterations thereto. Including renderings, scale models, or exhibits of projects.
- Field verification of as-built drawings.
- Consulting and/or witness services in litigation, arbitration, or administrative proceedings, as related to surveying professional services as needed.
- Preparation of applications and supporting survey related documents for governmental grants, loans, or bonds in connection with projects.
- Development of survey, design or construction related guidelines and standard specifications.
- Furnishing additional copies of reports and additional prints of survey drawings to parties authorized by the City.
- Additional survey related services as needed.

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT A2

STANDARDS

In addition to those requirements set forth in the Statement of Services attached and incorporated as Exhibit A1 to the Agreement, all Services (and Items incidental thereto) and work provided by the CONSULTANT shall conform to state and federal law, City of Melbourne Code of Ordinances, as well as City standards and other standards set forth below:

Technical Specifications and Standards for Construction of Water Distribution Systems (July 2016)

- **Technical Specifications and Standards for Construction of Reclaimed Water Distribution Systems**
- **(July 2016)**
- **Technical Specifications and Standards for Construction of Wastewater Collection Systems (July 2016)**
- **Technical Specifications and Standards for Construction of Sanitary Lift Stations (August 2020)**
- **Florida Department of Transportation Standard Specifications for Road and Bridge Construction**
- **Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and**
- **Highways (Florida Greenbook)**
- **St. Johns River Water Management District**
- **Florida Department of Environmental Protection**

Modification of Standards. The standards requirements set forth above may be modified to an updated standard at the City's sole option with an appropriate adjustment to the fee paid to the CONSULTANT. The City Engineer is authorized to modify the standards requirements in the director's professional judgment based upon the specific nature of goods or services to be provided under the contract, provided the modification is set forth in writing and executed by said director.

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT A3

**ADDITIONAL PROVISIONS
FOR CONTINUING CONTRACT FOR PROFESSIONAL SERVICES
(CCNA)**

- A. Pursuant to §287.055, Florida Statutes, professional services under this Agreement are limited to the following: (i) projects in which the estimated construction cost for the individual project does not exceed \$7,500,000.00; or (ii) study activity in which the fee for professional services for the individual study does not exceed \$500,000.00.
- B. Authorization for Services. Authorization for performance of professional services by CONSULTANT under this Agreement must be in the form of written Task Orders issued and executed by the CITY and signed by the CONSULTANT. Required services will be specifically enumerated, described and depicted in the Task Orders authorizing performance of the specific project, task or study. A sample Task Order is attached hereto as Attachment A3-a and available on the CITY's website, which form may change from time to time at the sole discretion of the CITY. Each Task Order must describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. CITY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for the CITY during the term of this Agreement. The City reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the CITY to be in the best interest of the CITY to do so, subject to §287.055, Florida Statutes.
- C. Each individual Task Order in excess of \$50,000 will require City Council approval in accordance with City Code. City Council approval will not be required for an individual Task Order if the amount of the individual Task Order is within delegated spending approvals of the City Engineer or the City Manager, as the case may be, or as otherwise delegated by City Code.
- D. Expiration of this Agreement will have no effect upon Task Orders issued pursuant to this Agreement and prior to the expiration date. All terms and conditions of this Agreement shall survive the Expiration Date for the limited use of such previously-issued Task Orders for the purpose of completion of the work on the Task Order. Obligations of both parties under such Task Orders will remain in effect until completion of the work authorized by the respective Task Order, unless otherwise terminated pursuant to the terms of this Agreement.

Sample Task Order:

TASK ORDER NO. xx

PROJECT NO. xx
CITY PROJECT NO. xx

CONTINUING CONTRACT FOR
PROFESSIONAL CONSULTING SERVICES
between
THE CITY OF MELBOURNE
and
DRMP, INC.

This Task Order made and entered into this ____ day of _____, 2025 to that certain CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **SURVEY**, dated September XX, 2025 by and between the CITY OF MELBOURNE, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and DRMP, INC., of Merritt Island, Florida, a corporation created and existing under the laws of the State of Florida, hereinafter referred to as the ENGINEERS.

Whereas, the CITY desires to authorize the ENGINEERS to perform certain Professional Consulting Services as outlined in the attached SCOPE OF SERVICES for _____, Exhibit A, hereinafter referenced to as the SCOPE OF SERVICES and

Whereas, the CITY and the ENGINEERS have completed successful negotiations for said PROFESSIONAL CONSULTING SERVICES- **SURVEY** as defined in the SCOPE OF SERVICES.

The CITY hereby employs the ENGINEERS as Professional Consultant for the work as outlined in the SCOPE OF SERVICES and the ENGINEERS accept employment to perform certain Professional Services as outlined in the SCOPE OF SERVICES.

The ENGINEERS shall commence their services upon written authorization by the CITY to proceed with the work. Excluding time for CITY review and reviews by other agencies, the Professional Services as provided for under this Task Order shall be delivered within _____ calendar days from receipt of written Notice to Proceed.

The CITY shall pay the ENGINEERS for performance of their services, as outlined the SCOPE OF SERVICES, an amount not to exceed \$_____ without prior approval from the CITY. Any additional work under this Phase, authorized by the CITY, shall be accomplished in accordance with the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **SURVEY**. Payment for any additional work and reimbursable expense shall be in accordance with the Schedule of Compensation Rates outlined in the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **SURVEY**.

All services shall be subject to and performed in accordance with this task order, the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **SURVEY**, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

Earned compensation shall be invoiced by the ENGINEERS as services are completed or monthly as services are performed. Each invoice so rendered shall clearly identify the subject matter, City project number and basis on which the invoice was prepared. Invoices shall be paid by the CITY in accordance with the City's Prompt Payment Policy as included within the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **SURVEY**.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives, this _____ day of _____, 2025.

Approved by City Engineer as to content:

James Ennis, P.E., City Engineer

CITY OF MELBOURNE, FLORIDA
Acting by and through its City Council

Jenni Lamb, P.E. City Manager

Attest:

Kevin McKeown, City Clerk

CONSULTANT

FIRM SIGNATORY

EXHIBIT A4

NEGOTIATED RATES

CONSULTANT shall provide all Services (and Items incidental thereto) and work set forth in this Agreement for the cost stated below.

Administrative		Rate		
Administrative I		\$110	Survey Technician II	\$140
Administrative II		\$130	Survey Technician III	\$145
Administrative III		\$140	Survey Analyst	\$165
Administrative IV		\$165	Survey Project Manager	\$180
Administrative V		\$240	Surveyor IV	\$195
CEI			Surveyor V	\$220
Inspector I		\$75	Surveyor VI	\$265
Inspector II		\$90	GIS	
Inspector III		\$105	GIS Analyst I	\$100
Inspector IV		\$120	GIS Analyst II	\$125
Specialist I		\$125	GIS Analyst III	\$140
Specialist II		\$140	GIS Project Manager	\$160
Project Administrator I		\$150	Ground Penetrating Radar (GPR)	
Project Administrator II		\$180	GPR Crew - 2 Man	\$215
Construction Manager		\$215	GPR Technician	\$145
Construction Engineer		\$250	Management	
Designers			Project Manager I	\$250
Designer I		\$135	Project Manager II	\$275
Designer II		\$145	Project Manager III	\$360
Designer III		\$155	Project Manager IV	\$385
Designer IV		\$175	Project Manager V	\$415
Designer V		\$195	Group Manager I	\$255
Graphic Designer I		\$110	Group Manager II	\$295
Graphic Designer II		\$145	Discipline Manager I	\$320
Graphic Designer III		\$185	Discipline Manager II	\$380
Engineering			Principal I	\$420
Intern I		\$100	Principal II	\$470
Engineer I		\$150	NBIS - Bridge Inspection	
Engineer II		\$215	NBIS Engineer	\$265
Engineer III		\$260	NBIS Team Leader	\$195
Engineer IV		\$305	NBIS Team Member	\$105
Engineer V		\$350	Subsurface Utility Engineering (SUE)	
Environmental/Planning			Coordinator I	\$135
Ecologist I		\$110	Coordinator II	\$180
Ecologist II		\$140	SUE Crew - 1 Man	\$145
Ecologist III		\$155	SUE Crew - 2 Man	\$215
Ecologist IV		\$220	SUE Crew - 3 Man	\$285
Ecologist V		\$275	SUE Crew - 4 Man	\$330
Planner I		\$95	SUE Technician III	\$145
Planner II		\$135	SUE Manager I	\$210
Planner III		\$200	SUE Manager II	\$260
Planner IV		\$250	Technical Services	
Planner V		\$275	Noise Analyst I	\$140
Expert Witness		Rate	Noise Analyst II	\$195
Expert Witness Research		\$255	CADD Technician I	\$85
Expert Witness Testimony		\$380	CADD Technician II	\$100
Geomatics/Survey & Mapping			CADD Technician III	\$120
Survey Crew - 2 Man		\$205	Technical Writer I	\$110
Survey Crew - 3 Man		\$265	Technical Writer II	\$145
Survey Crew - 4 Man		\$320	Technical Writer III	\$185
Survey Manager		\$320	Equipment Rates	
Survey Technician I		\$130	Mobile LiDAR System	\$ 4,500/day
			Hydrographic ZBoat	\$ 1,500/day
			UAS LiDAR System	\$ 2,500/day

THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK

EXHIBIT A5

INSURANCE REQUIREMENTS

A.. **Insurance Coverage.** The CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property or other loss which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the total contract amount and no additional charge shall be added for insurance coverage. Neither the CONSULTANT nor its agents, representatives, employees and subcontractors shall commence work under this contract until all insurance required hereunder is obtained and approved by the CITY.

Required insurance is indicated below (Mark required insurance coverage with an "X")

 X Workers Compensation & Employer's Liability Insurance
The CONSULTANT and each subcontractor shall each maintain in force for the duration of the contracted period Florida Workers Compensation Insurance and USL&H at Statutory limits and Employers Liability Insurance with limits of at least \$500,000 each accident, \$500,000 each disease/employee and \$500,000 per disease/policy limit. In the event CONSULTANT provides services from another state, the workers compensation requirement shall be amended to require the CONSULTANT to maintain worker's compensation and employer's liability insurance as required by the states where the work is performed.

 X Professional Liability Insurance /Errors and Omissions Insurance
The Consultant shall maintain in force Professional Liability Insurance, which must include coverage for intentional, grossly negligent and negligent acts of the Consultant, its agents, servants, employees and subcontractors, and for errors and omissions in the performance of the professional services described in this Agreement, having a minimum limit of \$1,000,000 per occurrence. In the event the insurance is claims made insurance, the policy shall include tail coverage extending at least four (4) years after completion of the Agreement term.

The Consultant shall require each subcontractor providing professional services to maintain in force Professional Liability Insurance, which must include coverage for intentional, grossly negligent and negligent acts of the subcontractor, its agents, servants, employees and sub-subcontractors, and for errors and omissions in the performance of the professional services described in this Agreement, having a minimum limit of \$1,000,000 per occurrence. In the event the insurance is claims made insurance, the policy shall include tail coverage extending at least four (4) years after completion of the Agreement term.

 X Business Automobile Liability Insurance.
The CONSULTANT and each subcontractor shall each maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles. In the event CONSULTANT or subcontractor, as the case may be, does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONSULTANT or its subcontractor, as the case may be, to maintain only Hired & Non-Owned Auto Liability Insurance.

 X Commercial General Liability Insurance.
The CONSULTANT shall maintain in force for the duration of the contracted period Commercial General Liability Insurance which must include coverage for acts and omissions of the CONSULTANT as well as its agents, servants, employees and subcontractors, with a limit of not less than \$1,000,000 per occurrence/aggregate and a

deductible amount of not more than \$100,000 per claim. The policy shall be written on an occurrence basis, not claims made.

The CONSULTANT shall require each of its subcontractor to procure and maintain during the life of any subcontract Subcontractor's Public Liability and Property Damage Insurance coverage in amounts satisfactory to the CONSULTANT for the CONSULTANT's own protection.

Other insurance: _____

B. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to the City and are subject to the acceptance and approval of the CITY, in its sole discretion.

C **Primary Insurance.** The insurance coverage required hereunder shall be primary insurance as respects the CITY. Any insurance or self-insurance maintained by the CITY shall be in excess of the CONSULTANT's insurance and shall not contribute with it. Nothing in this Agreement shall be read to waive sovereign immunity of the CITY.

D. **Notice of Termination; Acceptability of Insurers; Verification of Coverage.** Each insurance policy required hereunder shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY. All insurers shall be authorized to do business in Florida and shall have an A.M. Best rating of A (or better), Class VII (or higher) or otherwise be acceptable to the City if not rated by A.M. Best or if work is being performed in another state. The CONSULTANT shall file with the City Engineer and shall keep in full force and effect at all times during the term of this Agreement a certificate of insurance and original endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf naming the CITY as an additional insured including a waiver of subrogation specification evidencing general liability, auto liability and worker's compensation coverage. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. **Modification of Insurance Requirements.** The insurance requirements set forth in this Agreement may be increased, reduced or waived at the City's sole option with an appropriate adjustment to the fee paid to the CONSULTANT. The City's Director of Human Resources who is responsible for the City's risk management program, is authorized to modify the insurance requirements in the director's professional judgment based upon the specific nature of goods or services to be provided under the contract, provided the modification is set forth in writing and executed by said director.

THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK

EXHIBIT B

SUPPLEMENTAL PROVISIONS

1. **Professional Services.** This Agreement is awarded pursuant to the Consultants' Competitive Negotiation Act (§287.055, F.S.) to include the following professional services (mark all that apply):

- ☒ Engineering
- ☒ Architect
- ☒ Landscape Architect
- ☒ Land Surveyor

2. **Negotiated Procurement. (Mark applicable provision.)**

- ☒ This Agreement is awarded based on CONSULTANT's Submittal responding to CITY's Solicitation for professional services. CONSULTANT represents and warrants that all information and representations contained in the Submittal are truthful to the best of CONSULTANT's knowledge and belief and CONSULTANT hereby restates and affirms all representations contained in the Submittal. The Solicitation and the Submittal are incorporated into this Agreement by reference. The Solicitation and the Submittal are on file with the City's Engineering Department.
- ☐ This Agreement is awarded based on that certain contract previously bid between _____ and _____ dated _____, attached to this Agreement as an attachment of Exhibit D. The parties agree that the award is limited by the provisions of the Consultants' Competitive Negotiation Act (§287.055, F.S.) such that the professional services under the contract previously bid and this Agreement are limited to the following: (i) projects in which the estimated construction cost for the individual project does not exceed \$7,500,000.00; or (ii) study activity in which the fee for professional services for the individual study does not exceed \$500,000.00.
- ☐ This Agreement is awarded based on an exemption from negotiated procurement as indicated: _____[explain exemption]

3. **Performance Bonds.**

No performance bonds or payment bonds are required by this Agreement.

4. **Notice to Parties**

- A. Notice to the City regarding terms and conditions of the Agreement and changes in address/addressee shall be directed to the City Contact as identified on the cover page of this Agreement. Notice and communication with the City regarding the Services shall be directed to the City Engineering Department Contact as identified on the cover page of this Agreement. Inquiries regarding payment to CITY shall be directed to City of Melbourne, City Engineering Department, Attn: City Engineer, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. Notice and communication and changes in address/addressee to the CONSULTANT shall be directed to the CONSULTANT Contact as identified on the cover page of this Agreement.
- C. Notice of default or notice of termination of this Agreement shall be made in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested and shall be addressed as follows:

If to the CITY

City Engineer
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

If to CONSULTANT:

DRMP, Inc.
100 Parnell Street
Merritt Island, FL 32953

A party may unilaterally change its address or addressee by giving notice in writing to the other party as provided in this section. Thereafter, notices and other pertinent correspondence shall be addressed and transmitted to the new address.

5. **Other Provisions**

Exhibit A.3.A- is replaced in its entirety by: Rates and charges set forth on Exhibit A4 may be considered for escalation once annually upon the anniversary of the contract execution. Rate changes shall be reviewed by the City Engineer and submitted for approval by City Council as an amendment to the contract. Review of proposed rates and charges is not a guarantee of acceptance. If approval cannot be achieved, issuance of future task orders will cease, and the contract will be terminated after all outstanding work is complete.

Exhibit A.10.A- In the performance of professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities during the same time period "Standard of Care". CONSULTANT's Standard of Care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT C
FEDERAL COMPLIANCE PROVISIONS

Not Applicable

EXHIBIT D
NEGOTIATED PROCUREMENT
Piggyback Provisions

Not Applicable



Melbourne City Council
October 14, 2025
City Manager's Item Report

Department:	Engineering
Presenter:	James Ennis
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.q.

Subject:

Continuing Contract for Professional Engineering Services for Site/Civil Services, DRMP, Inc., Merritt Island, FL.

Background/Consideration:

The process to select a continuing consultant for the professional services related to Site/Civil engineering on a continuing contract basis began on March 28, 2025, with a public advertisement requesting qualifications from interested professional consulting firms. The Professional Services Request for Qualifications was grouped into five (5) categories: Utilities, Site/Civil, Infrastructure, Geotechnical/Lab and Survey. On July 8, 2025, Council authorized the City Manager to negotiate Professional Engineering Services for Site/Civil work with DRMP, Inc., of Merritt Island, FL. DRMP was one of the selection committee's top choices to provide professional engineering services for the Site/Civil discipline. This was a multi-award bid. Additional contract awards will be brought forth individually.

The scope of services includes general and specialty engineering services in support of civil engineering site-related design, construction oversight, permitting, maintenance and operations for services in connection with grading, drainage, development, facility, and stormwater improvement projects.

The contract provides for a commencement date of October 14, 2025, subject to the effective date, and expires on October 13, 2028. The contract is renewable for up to two (2) additional two-year terms.

Fiscal/Budget Impact:

There is no fiscal impact at this time. Services to be provided for specific projects will be defined as task orders to this original contract. Approval of the task orders will follow purchasing thresholds as defined in City Code.

Requested Action:

Approval of the Continuing Professional Engineering Services Contract for Site/Civil Services, substantially in the form as presented, to DRMP, Inc., Merritt Island, FL.

AGREEMENT FOR PROFESSIONAL SERVICES
PROFESSIONAL ENGINEERING SERVICES - SITE/CIVIL

(Study > \$35,000 or Project construction costs > \$325,000)

This **AGREEMENT FOR PROFESSIONAL SERVICES** (this "Agreement") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY**, and DRMP, Inc., a Florida Profit corporation, whose mailing address is 100 Parnell Street, Merritt Island, FL 32953 hereinafter referred to as the **CONSULTANT**.

CITY CONTACT:	CONSULTANT CONTACT:
Engineering Dept James Ennis, P.E City Engineer City of Melbourne 900 East Strawbridge Ave Melbourne, FL 32901 Email:james.ennis@mlbfl.org P: 321-321-608-7300/F: 321-608-7319	DRMP, Inc. Scott Nickle 100 Parnell Street Merritt Island, FL 32953 snickle@drmp.com P: 321-4530010

This Agreement consists of the following documents: (Mark "X" where applicable)

- ☒ Exhibit A: Standard Terms and Conditions of Agreement for Professional Services (Std Version 5/15/2024)
- ☒ Exhibit A1. Statement of Work
- ☒ Exhibit A2. Standards
- ☒ Exhibit A3. Additional Provisions for Continuing Contract
- ☒ Exhibit A4. Negotiated Rates
- ☒ Exhibit A5. Insurance Requirements
- ☒ Exhibit B: Supplemental Provisions
- ☐ Exhibit C: Federal Compliance Provisions
- ☒ Exhibit D: Negotiated Procurement
- ☒ City's Solicitation for Professional Services (#RFQ-2025-0-2025/KB) dated March 25, 2025, as modified by addenda (the "Solicitation") and CONSULTANT's Responsive Submittal dated May 16, 2025, but only to the extent responsive to CITY's Solicitation, as the case may be (the "Submittal")
- ☐ Piggyback Provisions (Continuing Contract Only) with attached source contract between _____ and Consultant titled _____ (# _____) dated _____,

CITY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in Exhibit A1 in accordance with the terms and conditions of this Agreement and the documents marked above, all incorporated herein by reference. This Agreement commences on **October 14, 2025** (the "Commencement Date"), subject to the Effective Date. Subject to completion of any outstanding work orders if a continuing contract, this Agreement expires on **October 13, 2028** (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to 2 additional terms (each term consisting of 2 years), unless otherwise terminated.

CITY:

CITY OF MELBOURNE,
a Florida municipal corporation

Jenni Lamb, City Manager Date

ATTEST: _____
Kevin McKeown, City Clerk

CONSULTANT:

DRMP, Inc.,
a Florida Profit corporation

Scott A. Nickle
Signature Date

Name: Scott Nickle

Title: Vice President

Digitally signed by Scott A. Nickle
DN: cn=Scott A. Nickle, ou=DRMP Active Users, dc=drmp1,
c=com
Date: 2025.10.06 11:34:29-0400

City Use Only

CCNA eligibility

- ☐ Defined project (Study > \$35,000 or Project construction costs > \$325,000)
- ☒ Continuing contract (study < \$500,000 and project construction costs < \$7,500,000)

Emergency purchase? ☐ Yes ☒ No

Commencement Date: _____ **

** Note: But effective no earlier than last of the parties to execute

Expiration Date, subject to outstanding work orders: _____

Renewal: ☐ No

☒ Yes: 2 terms (each term consisting of 2 years)

Council Approval Date: _____

EXHIBIT A

STANDARD TERMS AND CONDITIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

1. DEFINITIONS

- A. "Item(s)" means any goods or items, including intellectual property, provided by CONSULTANT incidental to the Services.
- B. "Hazardous Materials" are or contain dangerous goods, chemicals, contaminants, substances, pollutants, or any other materials that are defined as hazardous by relevant local, state, national, or international law, regulations, and standards.
- C. "Task Order" is CITY's document setting forth specific Services to be rendered and Notice to Proceed information.
- D. "Notice to Proceed" means CITY's authorization for CONSULTANT to provide the Services defined in accordance with the CITY's Task Order sent to CONSULTANT.
- E. "Service(s)" means the work which CONSULTANT is to perform for CITY as set forth in Exhibit A1 in compliance with the Standards of Exhibit A2.
- F. "Expiration Date" is defined as set forth on the first page of this Agreement.

2. TERM OF AGREEMENT

The term of this Agreement shall begin on the Effective Date, and continue to the Expiration Date, subject to Exhibit A3 as applicable. The Effective Date of this Agreement shall be the date of the last of the parties to sign, unless otherwise stated. If this Agreement is renewable, it shall only be renewed at CITY's sole discretion.

3. RATES AND CHARGES

- A. Rates and charges set forth on Exhibit A4 shall remain fixed for the duration of this Agreement except as provided herein.
- B. All applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges paid by CONSULTANT shall be stated separately on CONSULTANT's invoice and borne by CONSULTANT. In the event that CITY is prohibited by law from remitting payments to the CONSULTANT unless CITY deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then CITY shall duly withhold such taxes and shall remit the remaining net invoice amount to the CONSULTANT. CITY shall not reimburse CONSULTANT for the amount of such taxes withheld.
- C. The purchase of equipment, materials, and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city governments. Upon request, applicable federal excise exemption certificates will be furnished to CONSULTANT.
- D. Additional costs including such taxes, surcharges and delivery costs, except those described on Exhibit A4, will not be paid or reimbursed without CITY's prior written approval.
- E. CITY reserves the right to have CONSULTANT's records inspected and audited to ensure compliance with this Agreement. At CITY's option or upon CONSULTANT's written demand, such audit will be performed by an independent third party at CITY's expense. However, if CONSULTANT is found to not be complying with this Agreement in any way, CONSULTANT shall reimburse CITY for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit. The results of such audit shall be kept confidential by the auditor to the extent allowed by law and, if conducted by a third party, only CONSULTANT's failures to abide by the obligations of this Agreement shall be reported to CITY.

4. INVOICING AND PAYMENT

- A. Payment for Services as specified in this Agreement shall be processed promptly after performance of Services and after receipt of properly prepared invoice(s). CITY will not pre-pay for Services not yet performed; CONSULTANT shall not submit an

invoice for services not yet performed. The proper invoice shall be submitted on a form provided by the CITY and available on the CITY's website, which form must be completed to identify the project, Task Order, description of Services provided, dates of Services provided, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, CONSULTANT must render proper invoice to the City of Melbourne, Engineering Dept via email to Engineering@MLBFL.org, unless otherwise directed to deliver an original invoice to City Engineering, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

- B. CONSULTANT shall be responsible for and hold the CITY harmless for any and all payments to CONSULTANT's vendors or subcontractors utilized in the performance of the Services.
- C. Payment is made when CITY's check is mailed or EDI funds transfer initiated.
- D. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by CITY shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Agreement.
- E. No payments shall be made in advance of acceptance of services not covered under this Agreement nor for Services not acceptable to CITY.
- F. CONSULTANT agrees to invoice CITY no later than sixty (60) days after performance of Services. CITY will not be obligated to make payment against any invoices submitted after such period.
- G. Payment by the CITY shall be subject to approval and acceptance of Services by CITY. Notwithstanding the foregoing, CITY's payment shall not constitute acceptance.

5. NON-APPROPRIATION

All funds for payment by CITY under this Agreement are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Services provided under this Agreement, CITY will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, CONSULTANT on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Agreement beyond the date of termination.

6. NON-EXCLUSIVITY

The right to provide the Services, which will be granted under this Agreement, shall not be exclusive. The CITY reserves the right to obtain any Services from another provider when it is in the best interest of CITY, subject to the requirements of §287.055, Fla. Stat.

7. TERMINATION

- A. CITY may terminate this Agreement or any Task Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONSULTANT.
- B. CITY may terminate this Agreement upon written notice to CONSULTANT in the event CONSULTANT defaults on any of the terms and conditions of this Agreement and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.
- C. Notwithstanding the foregoing, CITY may immediately terminate

this Agreement, without providing CONSULTANT with notice of default or an opportunity to cure, if CITY determines that CONSULTANT has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

- D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to CONSULTANT but without an opportunity to cure if CITY determines CONSULTANT knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of CONSULTANT's submittal or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.
- E. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to CONSULTANT if the State of Florida or the federal government enacts a law, which removes or restricts the authority of CITY to conduct all or part of its function.
- F. Upon receipt of such notice of termination, CONSULTANT shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for Services relating to this Agreement, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Agreement.
- G. There shall be no termination charges for Services not yet provided. The CITY will be responsible for payment of authorized Services already provided by CONSULTANT but not yet invoiced, provided such Services have been approved by the CITY. Upon payment of CONSULTANT's claims, the CITY shall be entitled to all work and materials paid for.
- H. Before assuming any payment obligation under this section, the CITY may inspect CONSULTANT's work in process and audit all relevant documents prior to paying CONSULTANT's invoice.
- I. There shall be no charges for termination of task orders for Services. Notwithstanding anything to the contrary, CONSULTANT shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONSULTANT's suppliers or subcontractors after CONSULTANT receives the notice, nor for any costs CONSULTANT could reasonably have avoided.
- J. Notwithstanding anything else in this Agreement, failure to meet the performance date(s) in this Agreement shall be considered a material breach of contract and shall allow CITY to terminate the orders for the Services and/or any subsequent orders in the Task Order without any liability.

8. FORCE MAJEURE

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control to include acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Services are to be delayed by such contingencies, CONSULTANT shall immediately notify CITY in writing (within 72 hours of the event) and CITY may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Task Order at no cost to CITY.

9. SCHEDULING AND ORDERS

- A. CONSULTANT shall promptly perform Services as scheduled or shall promptly notify the CITY if unable to perform any scheduled Services and shall state the reasons.
- B. CITY may place any portion of an order on hold by notice which shall take effect immediately upon receipt. Orders placed on hold will be rescheduled or canceled within a reasonable time.
- C. CITY shall have no obligation with respect to the purchase of Services under this Agreement until such Services are specified in an issued Task Order.
- D. CONSULTANT, in performing work under this Agreement, shall provide and maintain during the life of this Agreement, equipment and staff sufficient in number, condition and capacity to efficiently perform the work and provide the Services required by this Agreement.

10. DESIGN PROFESSIONAL STANDARDS

- A. In the performance of professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. CONSULTANT's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
- B. CONSULTANT shall meet the descriptions and specifications provided on Exhibit A1 and the Standards stated in Exhibit A2. CONSULTANT shall use due care in performing its services and shall have due regard for acceptable professional standards and principals.
- C. CITY may inspect and test all Items and review Services at reasonable times in such manner as shall not unreasonably hinder or delay CONSULTANT's performance. All Items and Services shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at CONSULTANT's premises or any prior payment for such Services. Items rejected by CITY as not conforming to this Agreement or specifications, whether provided by CITY or furnished with the Item, may be returned to CONSULTANT at CONSULTANT's risk and expense and, at CITY's request, shall immediately be corrected or replaced.
- D. To the extent Items are provided by CONSULTANT, CONSULTANT represents that:
 - (i) Items will not infringe on intellectual property rights;
 - (ii) CONSULTANT has the necessary right, title, and interest to provide said Items to CITY, and the Items will be free of liens and encumbrances; and
 - (iii) Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by CONSULTANT, and to any other agreed-to specifications.

11. INDEPENDENT CONTRACTOR

In performing Services under this Agreement, CONSULTANT is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of the CITY. As an independent contractor, CONSULTANT will be solely responsible for determining the means and methods for performing the required Services. CONSULTANT shall have complete charge and responsibility for personnel employed by CONSULTANT; however, the CITY reserves the right to instruct CONSULTANT to remove from the CITY's premises immediately any of CONSULTANT's personnel who are in breach of Paragraph 17 herein. Such removal shall not relieve CONSULTANT's obligation to provide Services under this Agreement.

12. SECURITY

CONSULTANT confirms that employees of CONSULTANT performing work at the CITY's facilities have no record of criminal convictions involving drugs, assault or combative behavior, or theft within the last five years. CONSULTANT understands that such employees may be subject to criminal history investigations by the CITY at the CITY's expense and may be denied access to the CITY's facilities if any such criminal convictions are discovered.

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

- A. Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, computers, test equipment, and other materials furnished or paid for by CITY shall: (i) remain or become the CITY's property; (ii) be used by CONSULTANT exclusively for CITY's Orders; (iii) be clearly marked as CITY's property and segregated when not in use; (iv) be kept in good working condition at CONSULTANT's expense; and (v) be shipped to CITY promptly on demand.
- B. CONSULTANT shall insure CITY's personal property and be liable for loss or damage while in CONSULTANT's possession or control, ordinary wear and tear excepted.

14. ASSIGNMENT OF INTELLECTUAL PROPERTY

CONSULTANT hereby assigns to CITY all right, title, and interest to all intellectual property created by the CONSULTANT arising out of or utilized by the CONSULTANT in the performance of this Agreement and the ownership of the intellectual property shall be vested solely in the CITY. In respect to copyrights, this assignment shall be effective for the entire duration of the copyrights and shall include, but not be limited to, all rights to derivative works. The CONSULTANT waives all rights of attribution and integrity for specific works created by CONSULTANT under this Agreement.

15. INTELLECTUAL PROPERTY INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT shall defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right, arising out of the use or sale of Items or CONSULTANT's Services. If an injunction issues as a result of any such claim or action, CONSULTANT agrees at CONSULTANT's expense and CITY's option to either: (i) procure the right to continue using Items; (ii) replace them with non-infringing Items; (iii) modify them so they become non-infringing; or (iv) refund to the CITY the amount paid for any Items returned to CONSULTANT or for any Item destroyed and for Services connected therewith.

16. DESIGN PROFESSIONAL INDEMNIFICATION

In relation to this Agreement, CONSULTANT represents that it is a design professional as defined by §725.08, Fla. Stat. CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided. The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from the CITY to the CONSULTANT for the CONSULTANT's indemnity agreement.

17. COMPLIANCE WITH LAWS

- A. CONSULTANT shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Items and/or the performance of services in the course of this Agreement. Lack of knowledge by CONSULTANT shall in no way be cause for relief from responsibility. These may include, but are not limited to, Department of Commerce, Environmental Protection Agency, and Department of Transportation regulations applicable to Hazardous Materials and all immigration, employment and labor laws governing CONSULTANT's personnel providing Services to the CITY.
- B. CONSULTANT represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.
- C. CONSULTANT represents and warrants that the Items supplied and Services provided to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Upon request of CITY, CONSULTANT shall provide documentation thereof, including but not limited to copies of CONSULTANT's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of CONSULTANT's subcontractors for the past twenty-four (24) months.
- D. CITY actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination.

Under the INA, employers may hire only persons who may legally work in the United States. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). CONSULTANT shall establish appropriate procedures and controls so no services or products under this Agreement will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

CONSULTANT shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095, Fla. Stat. Notwithstanding anything to the contrary in this Agreement, the CITY reserves the right to terminate this Agreement in accordance with §448.095, Fla. Stat.

- E. Public Entity Crimes Statement. CONSULTANT represents and warrants that is not listed on the State of Florida's convicted vendor listing established under the provisions of §287.133, Fla. Stat., whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from submittal for a period of thirty-six (36) months. CONSULTANT acknowledges the continuous duty to disclose to the CITY if CONSULTANT or any of its affiliates are placed on the convicted vendor list.
- F. CONSULTANT shall maintain, for the duration of this Agreement, all valid licenses and certificates required for the performance of work and Services and provision of Items.
- G. Scrutinized Companies. Subject to *Odebrecht Construction, Inc., v. Prasad* and *Odebrecht Construction, Inc. v. Secretary, Florida Department of Transportation* and their progeny, as applicable, CONSULTANT certifies that it (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria in violation of §287.135, Fla. Stat. If the CITY determines that CONSULTANT has falsely certified facts under this sub-paragraph or if CONSULTANT is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after execution of this Agreement, CITY will have all rights and remedies to terminate this Agreement consistent §287.135, Fla. Stat. CITY reserves all rights to waive certifications required by this paragraph on a case-by-case exception basis pursuant to §287.135, Fla. Stat..
- H. Foreign Gifts and Contracts. CONSULTANT must comply with any applicable disclosure requirements in §286.101, Fla. Stat.
- I. Foreign Country of Concern. CONSULTANT represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of §287.138, Fla. Stat.
- J. Environmental and Social Government and Corporate Activism. Pursuant to §287.05701, Fla. Stat., CITY cannot give preference to a vendor based on social, political or ideologic interests as set forth therein. Violations of this restriction will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.
- K. CONSULTANT agrees to abide by all of CITY's rules and regulations while on CITY's premises or performing Services including, but not limited to, safety, health and Hazardous Material management rules, and rules prohibiting misconduct on CITY's premises such as use of physical aggression against persons or property, harassment, and theft. CONSULTANT will perform only those Services identified on Exhibit A1 and, to the extent located on City premises, will work only in areas designated for such Services. CONSULTANT shall take all reasonable precautions to ensure safe working procedures and conditions for performance on CITY's premises and shall keep CITY's site neat and free from debris.
- L. Failure to comply with this Paragraph shall be considered a breach of contract.

18. RETENTION AND AUDIT

- A. CONSULTANT understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONSULTANT agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat..
- B. The CITY reserves the right to audit the records of CONSULTANT for the Services and Items provided under this Agreement at any time during the performance and term of this Agreement and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, CONSULTANT agrees to submit to an audit by an independent certified public accountant selected by CITY. CONSULTANT shall allow CITY to inspect, examine and review the records of CONSULTANT in relation to this Agreement at any and all times during normal business hours during the term of this Agreement. Records relating to the performance of this Agreement shall be made available to CITY for audit upon reasonable notice.
- C. A request to inspect or copy public records relating to this Agreement for Services must be made directly to the CITY and CONSULTANT shall not release a public record in response to a request arising from anyone other than the CITY.
- D. To the extent CONSULTANT is "acting on behalf of the CITY" CONSULTANT shall be subject to the following provisions:
- (i) As required by §119.0701, Fla. Stat., CONSULTANT shall
- (1) Keep and maintain public records required by the CITY to perform the Services.
- (2) Upon request from the CITY, 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 by law.
- (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONSULTANT does not transfer the records to the CITY.
- (4) Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the Service. If the CONSULTANT transfers all public records to the CITY upon completion of this Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement, the CONSULTANT 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.
- (ii) The CONSULTANT who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Agreement by CONSULTANT. In the event of such breach, in addition to all other remedies available, CONSULTANT shall pay to CITY all incidental and consequential damages arising from such breach, including attorneys' fees and costs incurred by the CITY in defending a public records action as well as those assessed against the CITY in such public records action.
- (iii) The term "public record" as used in this section 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 and in connection with the transaction of official business by or on behalf of the CITY. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the CITY's City Attorney's Office or the City Clerk's Office; provided that the CONSULTANT hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by CONSULTANT.

19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

- A. This Agreement contains the entire understanding between the CITY and CONSULTANT with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in CONSULTANT'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.
- B. In the event of any conflict between or among this Agreement or any ambiguity or missing specifications or instruction, the following priority is established:
- First, the "Supplemental Provisions" set forth as Exhibit B to this Agreement;
 - Second, the "Federal Provisions" set forth as Exhibit C to this Agreement;
 - Third, these "Standard Terms and Conditions of Agreement for Professional Services" incorporated by reference into this Agreement, including exhibits.
 - Fourth, CITY's Solicitation, with supporting addenda and CONSULTANT's Submittal but only to the extent responsive to CITY's Solicitation, collectively incorporated by reference into this Agreement.
 - Fifth, the "Piggyback Provisions" set forth as Exhibit D to this Agreement, including underlying source contract attached thereto
- C. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.
- D. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.
- E. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless CITY determines in its discretion that the court's determination causes this Agreement to fail in any of its essential purposes.
- F. Notwithstanding anything else contained in this Agreement, CITY and CONSULTANT specifically agree that failure to perform certain obligations undertaken in connection with this Agreement would cause irreparable damage, and that monetary damages would not provide an adequate remedy in such event. The parties further agree that CONSULTANT's failure to complete performance of the Services called for in this Agreement or on any project ordered under this Agreement, or failure to perform or effect performance of Services as contracted are such certain obligations. Accordingly, it is agreed that, in addition to any other remedy to which the non-breaching party may be entitled, at law or in equity, the non-breaching party shall be entitled to an order of specific performance to compel performance of such obligations.

20. DISPUTES

In case of dispute arising under this Agreement between the parties, the decision of the City Manager of the City of Melbourne shall be final and binding of both parties.

21. ASSIGNMENT; SUBCONTRACTORS

CONSULTANT may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the written consent of the CITY. CITY may cancel this Agreement for cause should CONSULTANT attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Agreement may be amended only in writing signed by CONSULTANT and CITY and subject to with the same degree of formality evidenced in this Agreement. Nothing contained in this Agreement will be construed as establishing any contractual relationship between CITY and any subcontractor of CONSULTANT. CONSULTANT will be fully responsible to CITY for the acts and omissions of the

CONSULTANT's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall require prior written approval by the CITY.

22. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

CITY agrees to CONSULTANT extending the pricing, terms and conditions of this Agreement to other governmental entities at the discretion of CONSULTANT.

23. APPLICABLE LAW

This Agreement is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Agreement shall be filed in Brevard County, Florida.

24. HEADINGS

The headings provided in this Agreement are for convenience

only and shall not be used in interpreting or construing this Agreement.

25. SURVIVAL

The provisions of Paragraphs 1 (Definitions), 10 (Warranty), 13 (Ownership and Bailment), 14 (Assignment of Intellectual Property), 15 (Intellectual Property Indemnification), 16 (Design Professional Indemnification), 18 (Retention and Audit), 19 (Merger, Modification, Waiver and Remedies), 20 (Disputes), 23 (Applicable Law), 24 (Headings), and 25 (Survival), and, as applicable, Exhibit A1 (Statement of Services), Exhibit C (Federal Compliance Provisions), all of which will survive any termination or expiration of this Agreement.

26. TIME

Time is of the essence in the performance of this Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS:

**City Clerk
900 East Strawbridge Avenue
Melbourne, Florida 32901
Telephone: 321-608-7220
Email: City.Clerk@MLBFL.org**

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT A1

STATEMENT OF SERVICES

§

CONSULTANT shall perform all work and provide all Services (and Items incidental thereto) set forth herein in compliance with the Standards of Exhibit A2. The plans, reports and recommendations of the Consultant will be reviewed by the City for conformity with City standards and agreement terms. However, review by the City does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.

CONSULTANT shall provide Continuing Professional Engineering Services as more particularly described as follows:

Provide personnel and equipment for general and specialty engineering services in support of site/civil related design, construction oversight, permitting, maintenance and operations for services in connection with grading, drainage, and stormwater improvement projects including but not limited to:

- Review City's project budgets, prepare preliminary & final design documents consisting of design criteria, preliminary & final drawings, specifications, design calculations, alternative analysis, maintenance assessment & analysis, and recommendations for submittal to City for review and acceptance.
- Advise City of additional data or services which may be necessary to execute a project and assist in obtaining data and services.
- Attend council meetings, applicable board meetings, public meetings in association with assigned task orders.
- Provide advice to City regarding potential temporary construction, permanent easements and land acquisitions -necessary to accommodate proposed utility construction and provide technical assistance to the City in obtaining such easements and/or land acquisition.
- Provide opinions of probable total project cost.
- Preparation of complete contract documents, final drawings to show the general scope, extent and character of the work to be furnished and performed by the contractor and specifications.
- Provide technical criteria, written descriptions and design data and prepare applications for City use in filing permits with or obtaining approvals of governmental authorities as have jurisdiction to approve the design of the project and assist the City in consultations with appropriate authorities.
- Provide advice to City of any necessary adjustments to the opinions of probable total project costs caused by changes in general scope, extent or character or design requirements of the project or construction costs.
- Prepare for review and approval by City, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions and bid forms, invitations to bid and instructions to bidders in submittal.
- Bidding services may be required, distribution of bid sets, preparation of addenda, preparation of bid tab, bid opening attendance, review of bidder references and recommendation of award.
- Provide for professional services during construction including attendance of preconstruction meetings, review of shop drawings and contractor submittals to ensure conformity to the plans and specifications, visits to the construction site, review of change order requests, approval of pay estimates, represent City in the interpretation of plans and specifications, furnish signed and sealed design drawings in paper and digital format as necessary for acquisition of any applicable permits for each construction contract and review changes during construction and provide the City approval of contractor provided signed and sealed as-built drawings.
- Provide any other related services in support of the design, construction, operation and maintenance of the City's utility system.

THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK

EXHIBIT A2

STANDARDS

In addition to those requirements set forth in the Statement of Services attached and incorporated as Exhibit A1 to the Agreement, all Services (and Items incidental thereto) and work provided by the CONSULTANT shall conform to state and federal law, City of Melbourne Code of Ordinances, as well as City standards and other standards set forth below:

Technical Specifications and Standards for Construction of Water Distribution Systems (July 2016)

- **Technical Specifications and Standards for Construction of Reclaimed Water Distribution Systems**
- **(July 2016)**
- **Technical Specifications and Standards for Construction of Wastewater Collection Systems (July 2016)**
- **Technical Specifications and Standards for Construction of Sanitary Lift Stations (August 2020)**
- **Florida Department of Transportation Standard Specifications for Road and Bridge Construction**
- **Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and**
- **Highways (Florida Greenbook)**
- **St. Johns River Water Management District**
- **Florida Department of Environmental Protection**

Modification of Standards. The standards requirements set forth above may be modified to an updated standard at the City's sole option with an appropriate adjustment to the fee paid to the CONSULTANT. The City Engineer is authorized to modify the standards requirements in the director's professional judgment based upon the specific nature of goods or services to be provided under the contract, provided the modification is set forth in writing and executed by said director.

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT A3

**ADDITIONAL PROVISIONS
FOR CONTINUING CONTRACT FOR PROFESSIONAL SERVICES
(CCNA)**

- A. Pursuant to §287.055, Florida Statutes, professional services under this Agreement are limited to the following: (i) projects in which the estimated construction cost for the individual project does not exceed \$7,500,000.00; or (ii) study activity in which the fee for professional services for the individual study does not exceed \$500,000.00.
- B. Authorization for Services. Authorization for performance of professional services by CONSULTANT under this Agreement must be in the form of written Task Orders issued and executed by the CITY and signed by the CONSULTANT. Required services will be specifically enumerated, described and depicted in the Task Orders authorizing performance of the specific project, task or study. A sample Task Order is attached hereto as Attachment A3-a and available on the CITY's website, which form may change from time to time at the sole discretion of the CITY. Each Task Order must describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. CITY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for the CITY during the term of this Agreement. The City reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the CITY to be in the best interest of the CITY to do so, subject to §287.055, Florida Statutes.
- C. Each individual Task Order in excess of \$50,000 will require City Council approval in accordance with City Code. City Council approval will not be required for an individual Task Order if the amount of the individual Task Order is within delegated spending approvals of the City Engineer or the City Manager, as the case may be, or as otherwise delegated by City Code.
- D. Expiration of this Agreement will have no effect upon Task Orders issued pursuant to this Agreement and prior to the expiration date. All terms and conditions of this Agreement shall survive the Expiration Date for the limited use of such previously-issued Task Orders for the purpose of completion of the work on the Task Order. Obligations of both parties under such Task Orders will remain in effect until completion of the work authorized by the respective Task Order, unless otherwise terminated pursuant to the terms of this Agreement.

Sample Task Order:

TASK ORDER NO. xx

PROJECT NO. xx
CITY PROJECT NO. xx

CONTINUING CONTRACT FOR
PROFESSIONAL CONSULTING SERVICES
between
THE CITY OF MELBOURNE
and
DRMP, INC.

This Task Order made and entered into this ____ day of _____, 2025 to that certain CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **SITE/CIVIL**, dated September XX, 2025 by and between the CITY OF MELBOURNE, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and DRMP, INC., of Merritt Island, Florida, a corporation created and existing under the laws of the State of Florida, hereinafter referred to as the ENGINEERS.

Whereas, the CITY desires to authorize the ENGINEERS to perform certain Professional Consulting Services as outlined in the attached SCOPE OF SERVICES for _____, Exhibit A, hereinafter referenced to as the SCOPE OF SERVICES and

Whereas, the CITY and the ENGINEERS have completed successful negotiations for said PROFESSIONAL CONSULTING SERVICES- **SITE/CIVIL** as defined in the SCOPE OF SERVICES.

The CITY hereby employs the ENGINEERS as Professional Consultant for the work as outlined in the SCOPE OF SERVICES and the ENGINEERS accept employment to perform certain Professional Services as outlined in the SCOPE OF SERVICES.

The ENGINEERS shall commence their services upon written authorization by the CITY to proceed with the work. Excluding time for CITY review and reviews by other agencies, the Professional Services as provided for under this Task Order shall be delivered within _____ calendar days from receipt of written Notice to Proceed.

The CITY shall pay the ENGINEERS for performance of their services, as outlined the SCOPE OF SERVICES, an amount not to exceed \$_____ without prior approval from the CITY. Any additional work under this Phase, authorized by the CITY, shall be accomplished in accordance with the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **SITE/CIVIL**. Payment for any additional work and reimbursable expense shall be in accordance with the Schedule of Compensation Rates outlined in the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **SITE/CIVIL**.

All services shall be subject to and performed in accordance with this task order, the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **SITE/CIVIL**,

the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

Earned compensation shall be invoiced by the ENGINEERS as services are completed or monthly as services are performed. Each invoice so rendered shall clearly identify the subject matter, City project number and basis on which the invoice was prepared. Invoices shall be paid by the CITY in accordance with the City's Prompt Payment Policy as included within the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **SITE/CIVIL**.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives, this _____ day of _____, 2025.

Approved by City Engineer as to content:

James Ennis, P.E., City Engineer

CITY OF MELBOURNE, FLORIDA
Acting by and through its City Council

Jenni Lamb, P.E. City Manager

Attest:

Kevin McKeown, City Clerk

CONSULTANT

FIRM SIGNATORY

EXHIBIT A4

NEGOTIATED RATES

CONSULTANT shall provide all Services (and Items incidental thereto) and work set forth in this Agreement for the cost stated below.

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

Administrative		Rate		
Administrative I		\$110	Survey Technician II	\$140
Administrative II		\$130	Survey Technician III	\$145
Administrative III		\$140	Survey Analyst	\$165
Administrative IV		\$165	Survey Project Manager	\$180
Administrative V		\$240	Surveyor IV	\$195
CEI			Surveyor V	\$220
Inspector I		\$75	Surveyor VI	\$265
Inspector II		\$90	GIS	
Inspector III		\$105	GIS Analyst I	\$100
Inspector IV		\$120	GIS Analyst II	\$125
Specialist I		\$125	GIS Analyst III	\$140
Specialist II		\$140	GIS Project Manager	\$160
Project Administrator I		\$150	Ground Penetrating Radar (GPR)	
Project Administrator II		\$180	GPR Crew - 2 Man	\$215
Construction Manager		\$215	GPR Technician	\$145
Construction Engineer		\$250	Management	
Designers			Project Manager I	\$250
Designer I		\$135	Project Manager II	\$275
Designer II		\$145	Project Manager III	\$360
Designer III		\$155	Project Manager IV	\$385
Designer IV		\$175	Project Manager V	\$415
Designer V		\$195	Group Manager I	\$255
Graphic Designer I		\$110	Group Manager II	\$295
Graphic Designer II		\$145	Discipline Manager I	\$320
Graphic Designer III		\$185	Discipline Manager II	\$380
Engineering			Principal I	\$420
Intern I		\$100	Principal II	\$470
Engineer I		\$150	NBIS - Bridge Inspection	
Engineer II		\$215	NBIS Engineer	\$265
Engineer III		\$260	NBIS Team Leader	\$195
Engineer IV		\$305	NBIS Team Member	\$105
Engineer V		\$350	Subsurface Utility Engineering (SUE)	
Environmental/Planning			Coordinator I	\$135
Ecologist I		\$110	Coordinator II	\$180
Ecologist II		\$140	SUE Crew - 1 Man	\$145
Ecologist III		\$155	SUE Crew - 2 Man	\$215
Ecologist IV		\$220	SUE Crew - 3 Man	\$285
Ecologist V		\$275	SUE Crew - 4 Man	\$330
Planner I		\$95	SUE Technician III	\$145
Planner II		\$135	SUE Manager I	\$210
Planner III		\$200	SUE Manager II	\$260
Planner IV		\$250	Technical Services	
Planner V		\$275	Noise Analyst I	\$140
Expert Witness		Rate	Noise Analyst II	\$195
Expert Witness Research		\$255	CADD Technician I	\$85
Expert Witness Testimony		\$380	CADD Technician II	\$100
Geomatics/Survey & Mapping			CADD Technician III	\$120
Survey Crew - 2 Man		\$205	Technical Writer I	\$110
Survey Crew - 3 Man		\$265	Technical Writer II	\$145
Survey Crew - 4 Man		\$320	Technical Writer III	\$185
Survey Manager		\$320	Equipment Rates	
Survey Technician I		\$130	Mobile LiDAR System	\$ 4,500/day
			Hydrographic ZBoat	\$ 1,500/day
			UAS LiDAR System	\$ 2,500/day

EXHIBIT A5

INSURANCE REQUIREMENTS

A.. **Insurance Coverage.** The CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property or other loss which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the total contract amount and no additional charge shall be added for insurance coverage. Neither the CONSULTANT nor its agents, representatives, employees and subcontractors shall commence work under this contract until all insurance required hereunder is obtained and approved by the CITY.

Required insurance is indicated below (Mark required insurance coverage with an "X")

 X Workers Compensation & Employer's Liability Insurance
The CONSULTANT and each subcontractor shall each maintain in force for the duration of the contracted period Florida Workers Compensation Insurance and USL&H at Statutory limits and Employers Liability Insurance with limits of at least \$500,000 each accident, \$500,000 each disease/employee and \$500,000 per disease/policy limit. In the event CONSULTANT provides services from another state, the workers compensation requirement shall be amended to require the CONSULTANT to maintain worker's compensation and employer's liability insurance as required by the states where the work is performed.

 X Professional Liability Insurance /Errors and Omissions Insurance
The Consultant shall maintain in force Professional Liability Insurance, which must include coverage for intentional, grossly negligent and negligent acts of the Consultant, its agents, servants, employees and subcontractors, and for errors and omissions in the performance of the professional services described in this Agreement, having a minimum limit of \$1,000,000 per occurrence. In the event the insurance is claims made insurance, the policy shall include tail coverage extending at least four (4) years after completion of the Agreement term.

The Consultant shall require each subcontractor providing professional services to maintain in force Professional Liability Insurance, which must include coverage for intentional, grossly negligent and negligent acts of the subcontractor, its agents, servants, employees and sub-subcontractors, and for errors and omissions in the performance of the professional services described in this Agreement, having a minimum limit of \$1,000,000 per occurrence. In the event the insurance is claims made insurance, the policy shall include tail coverage extending at least four (4) years after completion of the Agreement term.

 X Business Automobile Liability Insurance.
The CONSULTANT and each subcontractor shall each maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles. In the event CONSULTANT or subcontractor, as the case may be, does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONSULTANT or its subcontractor, as the case may be, to maintain only Hired & Non-Owned Auto Liability Insurance.

 X Commercial General Liability Insurance.
The CONSULTANT shall maintain in force for the duration of the contracted period Commercial General Liability Insurance which must include coverage for acts and omissions of the CONSULTANT as well as its agents, servants, employees and subcontractors, with a limit of not less than \$1,000,000 per occurrence/aggregate and a

deductible amount of not more than \$100,000 per claim. The policy shall be written on an occurrence basis, not claims made.

The CONSULTANT shall require each of its subcontractor to procure and maintain during the life of any subcontract Subcontractor's Public Liability and Property Damage Insurance coverage in amounts satisfactory to the CONSULTANT for the CONSULTANT's own protection.

Other insurance: _____

B. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to the City and are subject to the acceptance and approval of the CITY, in its sole discretion.

C **Primary Insurance.** The insurance coverage required hereunder shall be primary insurance as respects the CITY. Any insurance or self-insurance maintained by the CITY shall be in excess of the CONSULTANT's insurance and shall not contribute with it. Nothing in this Agreement shall be read to waive sovereign immunity of the CITY.

D. **Notice of Termination; Acceptability of Insurers; Verification of Coverage.** Each insurance policy required hereunder shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY. All insurers shall be authorized to do business in Florida and shall have an A.M. Best rating of A (or better), Class VII (or higher) or otherwise be acceptable to the City if not rated by A.M. Best or if work is being performed in another state. The CONSULTANT shall file with the City Engineer and shall keep in full force and effect at all times during the term of this Agreement a certificate of insurance and original endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf naming the CITY as an additional insured including a waiver of subrogation specification evidencing general liability, auto liability and worker's compensation coverage. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. **Modification of Insurance Requirements.** The insurance requirements set forth in this Agreement may be increased, reduced or waived at the City's sole option with an appropriate adjustment to the fee paid to the CONSULTANT. The City's Director of Human Resources who is responsible for the City's risk management program, is authorized to modify the insurance requirements in the director's professional judgment based upon the specific nature of goods or services to be provided under the contract, provided the modification is set forth in writing and executed by said director.

THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK

EXHIBIT B

SUPPLEMENTAL PROVISIONS

1. **Professional Services.** This Agreement is awarded pursuant to the Consultants' Competitive Negotiation Act (§287.055, F.S.) to include the following professional services (mark all that apply):

- ☒ Engineering
- ☒ Architect
- ☒ Landscape Architect
- ☒ Land Surveyor

2. **Negotiated Procurement. (Mark applicable provision.)**

- ☒ This Agreement is awarded based on CONSULTANT's Submittal responding to CITY's Solicitation for professional services. CONSULTANT represents and warrants that all information and representations contained in the Submittal are truthful to the best of CONSULTANT's knowledge and belief and CONSULTANT hereby restates and affirms all representations contained in the Submittal. The Solicitation and the Submittal are incorporated into this Agreement by reference. The Solicitation and the Submittal are on file with the City's Engineering Department.
- ☐ This Agreement is awarded based on that certain contract previously bid between _____ and _____ dated _____, attached to this Agreement as an attachment of Exhibit D. The parties agree that the award is limited by the provisions of the Consultants' Competitive Negotiation Act (§287.055, F.S.) such that the professional services under the contract previously bid and this Agreement are limited to the following: (i) projects in which the estimated construction cost for the individual project does not exceed \$7,500,000.00; or (ii) study activity in which the fee for professional services for the individual study does not exceed \$500,000.00.
- ☐ This Agreement is awarded based on an exemption from negotiated procurement as indicated: _____[explain exemption]

3. **Performance Bonds.**

No performance bonds or payment bonds are required by this Agreement.

4. **Notice to Parties**

- A. Notice to the City regarding terms and conditions of the Agreement and changes in address/addressee shall be directed to the City Contact as identified on the cover page of this Agreement. Notice and communication with the City regarding the Services shall be directed to the City Engineering Department Contact as identified on the cover page of this Agreement. Inquiries regarding payment to CITY shall be directed to City of Melbourne, City Engineering Department, Attn: City Engineer, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. Notice and communication and changes in address/addressee to the CONSULTANT shall be directed to the CONSULTANT Contact as identified on the cover page of this Agreement.
- C. Notice of default or notice of termination of this Agreement shall be made in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested and shall be addressed as follows:

If to the CITY

City Engineer
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

If to CONSULTANT:

A party may unilaterally change its address or addressee by giving notice in writing to the other party as provided in this section. Thereafter, notices and other pertinent correspondence shall be addressed and transmitted to the new address.

5. **Other Provisions**

Exhibit A.3.A- is replaced in its entirety by: Rates and charges set forth on Exhibit A4 may be considered for escalation once annually upon the anniversary of the contract execution. Rate changes shall be reviewed by the City Engineer and submitted for approval by City Council as an amendment to the contract. Review of proposed rates and charges is not a guarantee of acceptance. If approval cannot be achieved, issuance of future task orders will cease, and the contract will be terminated after all outstanding work is complete.

Exhibit A.10.A- In the performance of professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities during the same time period "Standard of Care". CONSULTANT's Standard of Care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK

EXHIBIT C
FEDERAL COMPLIANCE PROVISIONS

Not Applicable

EXHIBIT D
NEGOTIATED PROCUREMENT
Piggyback Provisions

Not Applicable



Melbourne City Council
October 14, 2025
City Manager's Item Report

Department:	Engineering/Public Works & Utilities
Presenter:	James Ennis
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.r.

Subject:

Continuing Contract for Professional Engineering Services for Utility Services, DRMP, Inc., Merritt Island, FL.

Background/Consideration:

The process to select a continuing consultant for the professional services of utilities on a continuing contract basis began on March 28, 2025, with a public advertisement requesting qualifications from interested professional consulting firms. The Professional Services Request for Qualifications was grouped into five (5) categories: Utilities, Site/Civil, Infrastructure, Geotechnical/Lab and Survey. On July 8, 2025, Council authorized the City Manager to negotiate Professional Engineering Services for utilities work with DRMP, Inc., of Merritt Island, FL. DRMP was one of the selection committee's top choices to provide professional engineering services for the utilities discipline. This was a multi-award bid. Additional contract awards will be brought forth individually.

The scope of services includes general and specialty engineering services in support of utility-related design, construction oversight, permitting, maintenance and operations for services in connection with water distribution, wastewater collection, and reclaimed water improvement projects.

The contract provides for a commencement date of October 14, 2025, subject to the effective date, and expires on October 13, 2028. The contract is renewable for up to two (2) additional two-year terms.

Fiscal/Budget Impact:

There is no fiscal impact at this time. Services to be provided for specific projects will be defined as task orders to the original contract. Approval of the task orders will follow purchasing thresholds as defined in City Code.

Requested Action:

Approval of the Continuing Contract for Professional Engineering Services for Utility Services, substantially in the form as presented, to DRMP, Inc., Merritt Island, FL.

AGREEMENT FOR PROFESSIONAL SERVICES
PROFESSIONAL ENGINEERING SERVICES - UTILITIES

This **AGREEMENT FOR PROFESSIONAL SERVICES** (this "Agreement") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY**, and DRMP, Inc., a Florida Profit corporation, whose mailing address is 100 Parnell Street, Merritt Island, FL 32953 hereinafter referred to as the **CONSULTANT**.

CITY CONTACT:	CONSULTANT CONTACT:
Engineering Dept James Ennis, P.E City Engineer City of Melbourne 900 East Strawbridge Ave Melbourne, FL 32901 Email:james.ennis@mlbfl.org P: 321-321-608-7300/F: 321-608-7319	DRMP, Inc. Scott Nickle 100 Parnell Street Merritt Island, FL 32953 snickle@drmp.com P: 321-4530010

This Agreement consists of the following documents: (Mark "X" where applicable)

- ☒ Exhibit A: Standard Terms and Conditions of Agreement for Professional Services (Std Version 5/15/2024)
- ☒ Exhibit A1. Statement of Work
- ☒ Exhibit A2. Standards
- ☒ Exhibit A3. Additional Provisions for Continuing Contract
- ☒ Exhibit A4. Negotiated Rates
- ☒ Exhibit A5. Insurance Requirements
- ☒ Exhibit B: Supplemental Provisions
- ☐ Exhibit C: Federal Compliance Provisions
- ☒ Exhibit D: Negotiated Procurement
- ☒ City's Solicitation for Professional Services (#RFQ-2025-0-2025/KB) dated March 25, 2025, as modified by addenda (the "Solicitation") and CONSULTANT's Responsive Submittal dated May 16, 2025, but only to the extent responsive to CITY's Solicitation, as the case may be (the "Submittal")
- ☐ Piggyback Provisions (Continuing Contract Only) with attached source contract between _____ and Consultant titled _____ (# _____) dated _____,

CITY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in Exhibit A1 in accordance with the terms and conditions of this Agreement and the documents marked above, all incorporated herein by reference. This Agreement commences on **October 14, 2025** (the "Commencement Date"), subject to the Effective Date. Subject to completion of any outstanding work orders if a continuing contract, this Agreement expires on **October 13, 2028** (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to 2 additional terms (each term consisting of 2 years), unless otherwise terminated.

CITY:

CITY OF MELBOURNE,
a Florida municipal corporation

Jenni Lamb, City Manager Date

ATTEST: _____
Kevin McKeown, City Clerk

CONSULTANT:

DRMP, Inc.,
a Florida Profit corporation

Scott A. Nickle

Digitally signed by Scott A. Nickle
DN: E=snickle@drmp.com, CN=Scott A. Nickle, OU=DRMP Active Users,
DC=drmp1, DC=com
Date: 2025.10.08 11:35:21-04'00'

Signature Date

Name: Scott Nickle

Title: Vice President

City Use Only

CCNA eligibility

- ☐ Defined project (Study > \$35,000 or Project construction costs > \$325,000)
- ☒ Continuing contract (study < \$500,000 and project construction costs < \$7,500,000)

Emergency purchase? ☐ Yes ☒ No

Commencement Date: _____ **

** Note: But effective no earlier than last of the parties to execute

Expiration Date, subject to outstanding work orders: _____

Renewal: ☐ No

☒ Yes: 2 terms (each term consisting of 2 years)

Council Approval Date: _____

EXHIBIT A

STANDARD TERMS AND CONDITIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

1. DEFINITIONS

- A. "Item(s)" means any goods or items, including intellectual property, provided by CONSULTANT incidental to the Services.
- B. "Hazardous Materials" are or contain dangerous goods, chemicals, contaminants, substances, pollutants, or any other materials that are defined as hazardous by relevant local, state, national, or international law, regulations, and standards.
- C. "Task Order" is CITY's document setting forth specific Services to be rendered and Notice to Proceed information.
- D. "Notice to Proceed" means CITY's authorization for CONSULTANT to provide the Services defined in accordance with the CITY's Task Order sent to CONSULTANT.
- E. "Service(s)" means the work which CONSULTANT is to perform for CITY as set forth in Exhibit A1 in compliance with the Standards of Exhibit A2.
- F. "Expiration Date" is defined as set forth on the first page of this Agreement.

2. TERM OF AGREEMENT

The term of this Agreement shall begin on the Effective Date, and continue to the Expiration Date, subject to Exhibit A3 as applicable. The Effective Date of this Agreement shall be the date of the last of the parties to sign, unless otherwise stated. If this Agreement is renewable, it shall only be renewed at CITY's sole discretion.

3. RATES AND CHARGES

- A. Rates and charges set forth on Exhibit A4 shall remain fixed for the duration of this Agreement except as provided herein.
- B. All applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges paid by CONSULTANT shall be stated separately on CONSULTANT's invoice and borne by CONSULTANT. In the event that CITY is prohibited by law from remitting payments to the CONSULTANT unless CITY deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then CITY shall duly withhold such taxes and shall remit the remaining net invoice amount to the CONSULTANT. CITY shall not reimburse CONSULTANT for the amount of such taxes withheld.
- C. The purchase of equipment, materials, and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city governments. Upon request, applicable federal excise exemption certificates will be furnished to CONSULTANT.
- D. Additional costs including such taxes, surcharges and delivery costs, except those described on Exhibit A4, will not be paid or reimbursed without CITY's prior written approval.
- E. CITY reserves the right to have CONSULTANT's records inspected and audited to ensure compliance with this Agreement. At CITY's option or upon CONSULTANT's written demand, such audit will be performed by an independent third party at CITY's expense. However, if CONSULTANT is found to not be complying with this Agreement in any way, CONSULTANT shall reimburse CITY for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit. The results of such audit shall be kept confidential by the auditor to the extent allowed by law and, if conducted by a third party, only CONSULTANT's failures to abide by the obligations of this Agreement shall be reported to CITY.

4. INVOICING AND PAYMENT

- A. Payment for Services as specified in this Agreement shall be processed promptly after performance of Services and after receipt of properly prepared invoice(s). CITY will not pre-pay for Services not yet performed; CONSULTANT shall not submit an

invoice for services not yet performed. The proper invoice shall be submitted on a form provided by the CITY and available on the CITY's website, which form must be completed to identify the project, Task Order, description of Services provided, dates of Services provided, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, CONSULTANT must render proper invoice to the City of Melbourne, Engineering Dept via email to Engineering@MLBFL.org, unless otherwise directed to deliver an original invoice to City Engineering, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

- B. CONSULTANT shall be responsible for and hold the CITY harmless for any and all payments to CONSULTANT's vendors or subcontractors utilized in the performance of the Services.
- C. Payment is made when CITY's check is mailed or EDI funds transfer initiated.
- D. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by CITY shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Agreement.
- E. No payments shall be made in advance of acceptance of services not covered under this Agreement nor for Services not acceptable to CITY.
- F. CITY agrees to invoice CITY no later than sixty (60) days after performance of Services. CITY will not be obligated to make payment against any invoices submitted after such period.
- G. Payment by the CITY shall be subject to approval and acceptance of Services by CITY. Notwithstanding the foregoing, CITY's payment shall not constitute acceptance.

5. NON-APPROPRIATION

All funds for payment by CITY under this Agreement are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Services provided under this Agreement, CITY will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, CONSULTANT on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Agreement beyond the date of termination.

6. NON-EXCLUSIVITY

The right to provide the Services, which will be granted under this Agreement, shall not be exclusive. The CITY reserves the right to obtain any Services from another provider when it is in the best interest of CITY, subject to the requirements of §287.055, Fla. Stat.

7. TERMINATION

- A. CITY may terminate this Agreement or any Task Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONSULTANT.
- B. CITY may terminate this Agreement upon written notice to CONSULTANT in the event CONSULTANT defaults on any of the terms and conditions of this Agreement and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.
- C. Notwithstanding the foregoing, CITY may immediately terminate

this Agreement, without providing CONSULTANT with notice of default or an opportunity to cure, if CITY determines that CONSULTANT has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

- D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to CONSULTANT but without an opportunity to cure if CITY determines CONSULTANT knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of CONSULTANT's submittal or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.
- E. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to CONSULTANT if the State of Florida or the federal government enacts a law, which removes or restricts the authority of CITY to conduct all or part of its function.
- F. Upon receipt of such notice of termination, CONSULTANT shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for Services relating to this Agreement, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Agreement.
- G. There shall be no termination charges for Services not yet provided. The CITY will be responsible for payment of authorized Services already provided by CONSULTANT but not yet invoiced, provided such Services have been approved by the CITY. Upon payment of CONSULTANT's claims, the CITY shall be entitled to all work and materials paid for.
- H. Before assuming any payment obligation under this section, the CITY may inspect CONSULTANT's work in process and audit all relevant documents prior to paying CONSULTANT's invoice.
- I. There shall be no charges for termination of task orders for Services. Notwithstanding anything to the contrary, CONSULTANT shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONSULTANT's suppliers or subcontractors after CONSULTANT receives the notice, nor for any costs CONSULTANT could reasonably have avoided.
- J. Notwithstanding anything else in this Agreement, failure to meet the performance date(s) in this Agreement shall be considered a material breach of contract and shall allow CITY to terminate the orders for the Services and/or any subsequent orders in the Task Order without any liability.

8. FORCE MAJEURE

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control to include acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Services are to be delayed by such contingencies, CONSULTANT shall immediately notify CITY in writing (within 72 hours of the event) and CITY may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Task Order at no cost to CITY.

9. SCHEDULING AND ORDERS

- A. CONSULTANT shall promptly perform Services as scheduled or shall promptly notify the CITY if unable to perform any scheduled Services and shall state the reasons.
- B. CITY may place any portion of an order on hold by notice which shall take effect immediately upon receipt. Orders placed on hold will be rescheduled or canceled within a reasonable time.
- C. CITY shall have no obligation with respect to the purchase of Services under this Agreement until such Services are specified in an issued Task Order.
- D. CONSULTANT, in performing work under this Agreement, shall provide and maintain during the life of this Agreement, equipment and staff sufficient in number, condition and capacity to efficiently perform the work and provide the Services required by this Agreement.

10. DESIGN PROFESSIONAL STANDARDS

- A. In the performance of professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. CONSULTANT's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
- B. CONSULTANT shall meet the descriptions and specifications provided on Exhibit A1 and the Standards stated in Exhibit A2. CONSULTANT shall use due care in performing its services and shall have due regard for acceptable professional standards and principals.
- C. CITY may inspect and test all Items and review Services at reasonable times in such manner as shall not unreasonably hinder or delay CONSULTANT's performance. All Items and Services shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at CONSULTANT's premises or any prior payment for such Services. Items rejected by CITY as not conforming to this Agreement or specifications, whether provided by CITY or furnished with the Item, may be returned to CONSULTANT at CONSULTANT's risk and expense and, at CITY's request, shall immediately be corrected or replaced.
- D. To the extent Items are provided by CONSULTANT, CONSULTANT represents that:
 - (i) Items will not infringe on intellectual property rights;
 - (ii) CONSULTANT has the necessary right, title, and interest to provide said Items to CITY, and the Items will be free of liens and encumbrances; and
 - (iii) Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by CONSULTANT, and to any other agreed-to specifications.

11. INDEPENDENT CONTRACTOR

In performing Services under this Agreement, CONSULTANT is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of the CITY. As an independent contractor, CONSULTANT will be solely responsible for determining the means and methods for performing the required Services. CONSULTANT shall have complete charge and responsibility for personnel employed by CONSULTANT; however, the CITY reserves the right to instruct CONSULTANT to remove from the CITY's premises immediately any of CONSULTANT's personnel who are in breach of Paragraph 17 herein. Such removal shall not relieve CONSULTANT's obligation to provide Services under this Agreement.

12. SECURITY

CONSULTANT confirms that employees of CONSULTANT performing work at the CITY's facilities have no record of criminal convictions involving drugs, assault or combative behavior, or theft within the last five years. CONSULTANT understands that such employees may be subject to criminal history investigations by the CITY at the CITY's expense and may be denied access to the CITY's facilities if any such criminal convictions are discovered.

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

- A. Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, computers, test equipment, and other materials furnished or paid for by CITY shall: (i) remain or become the CITY's property; (ii) be used by CONSULTANT exclusively for CITY's Orders; (iii) be clearly marked as CITY's property and segregated when not in use; (iv) be kept in good working condition at CONSULTANT's expense; and (v) be shipped to CITY promptly on demand.
- B. CONSULTANT shall insure CITY's personal property and be liable for loss or damage while in CONSULTANT's possession or control, ordinary wear and tear excepted.

14. ASSIGNMENT OF INTELLECTUAL PROPERTY

CONSULTANT hereby assigns to CITY all right, title, and interest to all intellectual property created by the CONSULTANT arising out of or utilized by the CONSULTANT in the performance of this Agreement and the ownership of the intellectual property shall be vested solely in the CITY. In respect to copyrights, this assignment shall be effective for the entire duration of the copyrights and shall include, but not be limited to, all rights to derivative works. The CONSULTANT waives all rights of attribution and integrity for specific works created by CONSULTANT under this Agreement.

15. INTELLECTUAL PROPERTY INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT shall defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right, arising out of the use or sale of Items or CONSULTANT's Services. If an injunction issues as a result of any such claim or action, CONSULTANT agrees at CONSULTANT's expense and CITY's option to either: (i) procure the right to continue using Items; (ii) replace them with non-infringing Items; (iii) modify them so they become non-infringing; or (iv) refund to the CITY the amount paid for any Items returned to CONSULTANT or for any Item destroyed and for Services connected therewith.

16. DESIGN PROFESSIONAL INDEMNIFICATION

In relation to this Agreement, CONSULTANT represents that it is a design professional as defined by §725.08, Fla. Stat. CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided. The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from the CITY to the CONSULTANT for the CONSULTANT's indemnity agreement.

17. COMPLIANCE WITH LAWS

- A. CONSULTANT shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Items and/or the performance of services in the course of this Agreement. Lack of knowledge by CONSULTANT shall in no way be cause for relief from responsibility. These may include, but are not limited to, Department of Commerce, Environmental Protection Agency, and Department of Transportation regulations applicable to Hazardous Materials and all immigration, employment and labor laws governing CONSULTANT's personnel providing Services to the CITY.
- B. CONSULTANT represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.
- C. CONSULTANT represents and warrants that the Items supplied and Services provided to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Upon request of CITY, CONSULTANT shall provide documentation thereof, including but not limited to copies of CONSULTANT's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of CONSULTANT's subcontractors for the past twenty-four (24) months.
- D. CITY actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination.

Under the INA, employers may hire only persons who may legally work in the United States. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). CONSULTANT shall establish appropriate procedures and controls so no services or products under this Agreement will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

CONSULTANT shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095, Fla. Stat. Notwithstanding anything to the contrary in this Agreement, the CITY reserves the right to terminate this Agreement in accordance with §448.095, Fla. Stat.

- E. Public Entity Crimes Statement. CONSULTANT represents and warrants that is not listed on the State of Florida's convicted vendor listing established under the provisions of §287.133, Fla. Stat., whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from submittal for a period of thirty-six (36) months. CONSULTANT acknowledges the continuous duty to disclose to the CITY if CONSULTANT or any of its affiliates are placed on the convicted vendor list.
- F. CONSULTANT shall maintain, for the duration of this Agreement, all valid licenses and certificates required for the performance of work and Services and provision of Items.
- G. Scrutinized Companies. Subject to *Odebrecht Construction, Inc., v. Prasad* and *Odebrecht Construction, Inc. v. Secretary, Florida Department of Transportation* and their progeny, as applicable, CONSULTANT certifies that it (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria in violation of §287.135, Fla. Stat. If the CITY determines that CONSULTANT has falsely certified facts under this sub-paragraph or if CONSULTANT is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after execution of this Agreement, CITY will have all rights and remedies to terminate this Agreement consistent §287.135, Fla. Stat. CITY reserves all rights to waive certifications required by this paragraph on a case-by-case exception basis pursuant to §287.135, Fla. Stat..
- H. Foreign Gifts and Contracts. CONSULTANT must comply with any applicable disclosure requirements in §286.101, Fla. Stat.
- I. Foreign Country of Concern. CONSULTANT represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of §287.138, Fla. Stat.
- J. Environmental and Social Government and Corporate Activism. Pursuant to §287.05701, Fla. Stat., CITY cannot give preference to a vendor based on social, political or ideologic interests as set forth therein. Violations of this restriction will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.
- K. CONSULTANT agrees to abide by all of CITY's rules and regulations while on CITY's premises or performing Services including, but not limited to, safety, health and Hazardous Material management rules, and rules prohibiting misconduct on CITY's premises such as use of physical aggression against persons or property, harassment, and theft. CONSULTANT will perform only those Services identified on Exhibit A1 and, to the extent located on City premises, will work only in areas designated for such Services. CONSULTANT shall take all reasonable precautions to ensure safe working procedures and conditions for performance on CITY's premises and shall keep CITY's site neat and free from debris.
- L. Failure to comply with this Paragraph shall be considered a breach of contract.

18. RETENTION AND AUDIT

- A. CONSULTANT understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONSULTANT agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat..
- B. The CITY reserves the right to audit the records of CONSULTANT for the Services and Items provided under this Agreement at any time during the performance and term of this Agreement and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, CONSULTANT agrees to submit to an audit by an independent certified public accountant selected by CITY. CONSULTANT shall allow CITY to inspect, examine and review the records of CONSULTANT in relation to this Agreement at any and all times during normal business hours during the term of this Agreement. Records relating to the performance of this Agreement shall be made available to CITY for audit upon reasonable notice.
- C. A request to inspect or copy public records relating to this Agreement for Services must be made directly to the CITY and CONSULTANT shall not release a public record in response to a request arising from anyone other than the CITY.
- D. To the extent CONSULTANT is "acting on behalf of the CITY" CONSULTANT shall be subject to the following provisions:
 - (i) As required by §119.0701, Fla. Stat., CONSULTANT shall
 - (1) Keep and maintain public records required by the CITY to perform the Services.
 - (2) Upon request from the CITY, 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 by law.
 - (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONSULTANT does not transfer the records to the CITY.
 - (4) Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the Service. If the CONSULTANT transfers all public records to the CITY upon completion of this Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement, the CONSULTANT 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.
 - (ii) The CONSULTANT who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Agreement by CONSULTANT. In the event of such breach, in addition to all other remedies available, CONSULTANT shall pay to CITY all incidental and consequential damages arising from such breach, including attorneys' fees and costs incurred by the CITY in defending a public records action as well as those assessed against the CITY in such public records action.
 - (iii) The term "public record" as used in this section 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 and in connection with the transaction of official business by or on behalf of the CITY. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the CITY's City Attorney's Office or the City Clerk's Office; provided that the CONSULTANT hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by CONSULTANT.

19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

- A. This Agreement contains the entire understanding between the CITY and CONSULTANT with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in CONSULTANT'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.
- B. In the event of any conflict between or among this Agreement or any ambiguity or missing specifications or instruction, the following priority is established:
 - First, the "Supplemental Provisions" set forth as Exhibit B to this Agreement;
 - Second, the "Federal Provisions" set forth as Exhibit C to this Agreement;
 - Third, these "Standard Terms and Conditions of Agreement for Professional Services" incorporated by reference into this Agreement, including exhibits.
 - Fourth, CITY's Solicitation, with supporting addenda and CONSULTANT's Submittal but only to the extent responsive to CITY's Solicitation, collectively incorporated by reference into this Agreement.
 - Fifth, the "Piggyback Provisions" set forth as Exhibit D to this Agreement, including underlying source contract attached thereto
- C. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.
- D. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.
- E. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless CITY determines in its discretion that the court's determination causes this Agreement to fail in any of its essential purposes.
- F. Notwithstanding anything else contained in this Agreement, CITY and CONSULTANT specifically agree that failure to perform certain obligations undertaken in connection with this Agreement would cause irreparable damage, and that monetary damages would not provide an adequate remedy in such event. The parties further agree that CONSULTANT's failure to complete performance of the Services called for in this Agreement or on any project ordered under this Agreement, or failure to perform or effect performance of Services as contracted are such certain obligations. Accordingly, it is agreed that, in addition to any other remedy to which the non-breaching party may be entitled, at law or in equity, the non-breaching party shall be entitled to an order of specific performance to compel performance of such obligations.

20. DISPUTES

In case of dispute arising under this Agreement between the parties, the decision of the City Manager of the City of Melbourne shall be final and binding of both parties.

21. ASSIGNMENT; SUBCONTRACTORS

CONSULTANT may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the written consent of the CITY. CITY may cancel this Agreement for cause should CONSULTANT attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Agreement may be amended only in writing signed by CONSULTANT and CITY and subject to with the same degree of formality evidenced in this Agreement. Nothing contained in this Agreement will be construed as establishing any contractual relationship between CITY and any subcontractor of CONSULTANT. CONSULTANT will be fully responsible to CITY for the acts and omissions of the

CONSULTANT's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall require prior written approval by the CITY.

22. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

CITY agrees to CONSULTANT extending the pricing, terms and conditions of this Agreement to other governmental entities at the discretion of CONSULTANT.

23. APPLICABLE LAW

This Agreement is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Agreement shall be filed in Brevard County, Florida.

24. HEADINGS

The headings provided in this Agreement are for convenience

only and shall not be used in interpreting or construing this Agreement.

25. SURVIVAL

The provisions of Paragraphs 1 (Definitions), 10 (Warranty), 13 (Ownership and Bailment), 14 (Assignment of Intellectual Property), 15 (Intellectual Property Indemnification), 16 (Design Professional Indemnification), 18 (Retention and Audit), 19 (Merger, Modification, Waiver and Remedies), 20 (Disputes), 23 (Applicable Law), 24 (Headings), and 25 (Survival), and, as applicable, Exhibit A1 (Statement of Services), Exhibit C (Federal Compliance Provisions), all of which will survive any termination or expiration of this Agreement.

26. TIME

Time is of the essence in the performance of this Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS:

**City Clerk
900 East Strawbridge Avenue
Melbourne, Florida 32901
Telephone: 321-608-7220
Email: City.Clerk@MLBFL.org**

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT A1

STATEMENT OF SERVICES

§

CONSULTANT shall perform all work and provide all Services (and Items incidental thereto) set forth herein in compliance with the Standards of Exhibit A2. The plans, reports and recommendations of the Consultant will be reviewed by the City for conformity with City standards and agreement terms. However, review by the City does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.

CONSULTANT shall provide Continuing Professional Engineering Services as more particularly described as follows:

Provide personnel and equipment for general and specialty engineering services in support of utility related design, construction oversight, permitting, maintenance and operations for services in connection with water distribution, wastewater collection, and reclaimed water improvement projects including but not limited to:

- Review City's project budgets, prepare preliminary & final design documents consisting of design criteria, preliminary & final drawings, specifications, design calculations, alternative analysis, maintenance assessment & analysis, and recommendations for submittal to City for review and acceptance.
- Advise City of additional data or services which may be necessary to execute a project and assist in obtaining data and services.
- Attend council meetings, applicable board meetings, public meetings in association with assigned task orders.
- Provide advice to City regarding potential temporary construction, permanent easements and land acquisitions necessary to accommodate proposed utility construction and provide technical assistance to the City in obtaining such easements and/or land acquisition.
- Provide opinions of probable total project cost.
- Preparation of complete contract documents, final drawings to show the general scope, extent and character of the work to be furnished and performed by the contractor and specifications.
- Provide technical criteria, written descriptions and design data and prepare applications for City use in filing permits with or obtaining approvals of governmental authorities as have jurisdiction to approve the design of the project and assist the City in consultations with appropriate authorities.
- Provide advice to City of any necessary adjustments to the opinions of probable total project costs caused by changes in general scope, extent or character or design requirements of the project or construction costs.
- Prepare for review and approval by City, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions and bid forms, invitations to bid and instructions to bidders in submittal.
- Bidding services may be required, distribution of bid sets, preparation of addenda, preparation of bid tab, bid opening attendance, review of bidder references and recommendation of award.
- Provide for professional services during construction including attendance of preconstruction meetings, review of shop drawings and contractor submittals to ensure conformity to the plans and specifications, visits to the construction site, review of change order requests, approval of pay estimates, represent City in the interpretation of plans and specifications, furnish signed and sealed design drawings in paper and digital format as necessary for acquisition of any applicable permits for each construction contract and review changes during construction and provide the City approval of contractor provided signed and sealed as-built drawings.
- Provide any other related services in support of the design, construction, operation and maintenance of the City's utility system.

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT A2

STANDARDS

In addition to those requirements set forth in the Statement of Services attached and incorporated as Exhibit A1 to the Agreement, all Services (and Items incidental thereto) and work provided by the CONSULTANT shall conform to state and federal law, City of Melbourne Code of Ordinances, as well as City standards and other standards set forth below:

Technical Specifications and Standards for Construction of Water Distribution Systems (July 2016)

- **Technical Specifications and Standards for Construction of Reclaimed Water Distribution Systems**

(July 2016)

- **Technical Specifications and Standards for Construction of Wastewater Collection Systems (July 2016)**

- **Technical Specifications and Standards for Construction of Sanitary Lift Stations (August 2020)**

- **Florida Department of Transportation Standard Specifications for Road and Bridge Construction**

- **Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and**

- **Highways (Florida Greenbook)**

- **St. Johns River Water Management District**

- **Florida Department of Environmental Protection**

Modification of Standards. The standards requirements set forth above may be modified to an updated standard at the City's sole option with an appropriate adjustment to the fee paid to the CONSULTANT. The City Engineer is authorized to modify the standards requirements in the director's professional judgment based upon the specific nature of goods or services to be provided under the contract, provided the modification is set forth in writing and executed by said director.

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT A3

**ADDITIONAL PROVISIONS
FOR CONTINUING CONTRACT FOR PROFESSIONAL SERVICES
(CCNA)**

- A. Pursuant to §287.055, Florida Statutes, professional services under this Agreement are limited to the following: (i) projects in which the estimated construction cost for the individual project does not exceed \$7,500,000.00; or (ii) study activity in which the fee for professional services for the individual study does not exceed \$500,000.00.
- B. Authorization for Services. Authorization for performance of professional services by CONSULTANT under this Agreement must be in the form of written Task Orders issued and executed by the CITY and signed by the CONSULTANT. Required services will be specifically enumerated, described and depicted in the Task Orders authorizing performance of the specific project, task or study. A sample Task Order is attached hereto as Attachment A3-a and available on the CITY's website, which form may change from time to time at the sole discretion of the CITY. Each Task Order must describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. CITY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for the CITY during the term of this Agreement. The City reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the CITY to be in the best interest of the CITY to do so, subject to §287.055, Florida Statutes.
- C. Each individual Task Order in excess of \$50,000 will require City Council approval in accordance with City Code. City Council approval will not be required for an individual Task Order if the amount of the individual Task Order is within delegated spending approvals of the City Engineer or the City Manager, as the case may be, or as otherwise delegated by City Code.
- D. Expiration of this Agreement will have no effect upon Task Orders issued pursuant to this Agreement and prior to the expiration date. All terms and conditions of this Agreement shall survive the Expiration Date for the limited use of such previously-issued Task Orders for the purpose of completion of the work on the Task Order. Obligations of both parties under such Task Orders will remain in effect until completion of the work authorized by the respective Task Order, unless otherwise terminated pursuant to the terms of this Agreement.

Sample Task Order:

TASK ORDER NO. xx

PROJECT NO. xx
CITY PROJECT NO. xx

CONTINUING CONTRACT FOR
PROFESSIONAL CONSULTING SERVICES
between
THE CITY OF MELBOURNE
and
DRMP, INC.

This Task Order made and entered into this ____ day of _____, 2025 to that certain CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **UTILITIES**, dated September XX, 2025 by and between the CITY OF MELBOURNE, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and DRMP, INC., of Merritt Island, Florida, a corporation created and existing under the laws of the State of Florida, hereinafter referred to as the ENGINEERS.

Whereas, the CITY desires to authorize the ENGINEERS to perform certain Professional Consulting Services as outlined in the attached SCOPE OF SERVICES for _____, Exhibit A, hereinafter referenced to as the SCOPE OF SERVICES and

Whereas, the CITY and the ENGINEERS have completed successful negotiations for said PROFESSIONAL CONSULTING SERVICES- **UTILITIES** as defined in the SCOPE OF SERVICES.

The CITY hereby employs the ENGINEERS as Professional Consultant for the work as outlined in the SCOPE OF SERVICES and the ENGINEERS accept employment to perform certain Professional Services as outlined in the SCOPE OF SERVICES.

The ENGINEERS shall commence their services upon written authorization by the CITY to proceed with the work. Excluding time for CITY review and reviews by other agencies, the Professional Services as provided for under this Task Order shall be delivered within _____ calendar days from receipt of written Notice to Proceed.

The CITY shall pay the ENGINEERS for performance of their services, as outlined the SCOPE OF SERVICES, an amount not to exceed \$_____ without prior approval from the CITY. Any additional work under this Phase, authorized by the CITY, shall be accomplished in accordance with the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **UTILITIES**. Payment for any additional work and reimbursable expense shall be in accordance with the Schedule of Compensation Rates outlined in the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **UTILITIES**.

All services shall be subject to and performed in accordance with this task order, the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **UTILITIES**,

the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

Earned compensation shall be invoiced by the ENGINEERS as services are completed or monthly as services are performed. Each invoice so rendered shall clearly identify the subject matter, City project number and basis on which the invoice was prepared. Invoices shall be paid by the CITY in accordance with the City's Prompt Payment Policy as included within the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **UTILITIES**.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives, this _____ day of _____, 2025.

Approved by City Engineer as to content:

James Ennis, P.E., City Engineer

CITY OF MELBOURNE, FLORIDA
Acting by and through its City Council

Jenni Lamb, P.E. City Manager

Attest:

Kevin McKeown, City Clerk

CONSULTANT

FIRM SIGNATORY

EXHIBIT A4

NEGOTIATED RATES

CONSULTANT shall provide all Services (and Items incidental thereto) and work set forth in this Agreement for the cost stated below.

Administrative		Rate		
Administrative I		\$110	Survey Technician II	\$140
Administrative II		\$130	Survey Technician III	\$145
Administrative III		\$140	Survey Analyst	\$165
Administrative IV		\$165	Survey Project Manager	\$180
Administrative V		\$240	Surveyor IV	\$195
CEI			Surveyor V	\$220
Inspector I		\$75	Surveyor VI	\$265
Inspector II		\$90	GIS	
Inspector III		\$105	GIS Analyst I	\$100
Inspector IV		\$120	GIS Analyst II	\$125
Specialist I		\$125	GIS Analyst III	\$140
Specialist II		\$140	GIS Project Manager	\$160
Project Administrator I		\$150	Ground Penetrating Radar (GPR)	
Project Administrator II		\$180	GPR Crew - 2 Man	\$215
Construction Manager		\$215	GPR Technician	\$145
Construction Engineer		\$250	Management	
Designers			Project Manager I	\$250
Designer I		\$135	Project Manager II	\$275
Designer II		\$145	Project Manager III	\$360
Designer III		\$155	Project Manager IV	\$385
Designer IV		\$175	Project Manager V	\$415
Designer V		\$195	Group Manager I	\$255
Graphic Designer I		\$110	Group Manager II	\$295
Graphic Designer II		\$145	Discipline Manager I	\$320
Graphic Designer III		\$185	Discipline Manager II	\$380
Engineering			Principal I	\$420
Intern I		\$100	Principal II	\$470
Engineer I		\$150	NBIS - Bridge Inspection	
Engineer II		\$215	NBIS Engineer	\$265
Engineer III		\$260	NBIS Team Leader	\$195
Engineer IV		\$305	NBIS Team Member	\$105
Engineer V		\$350	Subsurface Utility Engineering (SUE)	
Environmental/Planning			Coordinator I	\$135
Ecologist I		\$110	Coordinator II	\$180
Ecologist II		\$140	SUE Crew - 1 Man	\$145
Ecologist III		\$155	SUE Crew - 2 Man	\$215
Ecologist IV		\$220	SUE Crew - 3 Man	\$285
Ecologist V		\$275	SUE Crew - 4 Man	\$330
Planner I		\$95	SUE Technician III	\$145
Planner II		\$135	SUE Manager I	\$210
Planner III		\$200	SUE Manager II	\$260
Planner IV		\$250	Technical Services	
Planner V		\$275	Noise Analyst I	\$140
Expert Witness		Rate	Noise Analyst II	\$195
Expert Witness Research		\$255	CADD Technician I	\$85
Expert Witness Testimony		\$380	CADD Technician II	\$100
Geomatics/Survey & Mapping			CADD Technician III	\$120
Survey Crew - 2 Man		\$205	Technical Writer I	\$110
Survey Crew - 3 Man		\$265	Technical Writer II	\$145
Survey Crew - 4 Man		\$320	Technical Writer III	\$185
Survey Manager		\$320	Equipment Rates	
Survey Technician I		\$130	Mobile LiDAR System	\$ 4,500/day
			Hydrographic ZBoat	\$ 1,500/day
			UAS LiDAR System	\$ 2,500/day

THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK

EXHIBIT A5

INSURANCE REQUIREMENTS

A.. **Insurance Coverage.** The CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property or other loss which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the total contract amount and no additional charge shall be added for insurance coverage. Neither the CONSULTANT nor its agents, representatives, employees and subcontractors shall commence work under this contract until all insurance required hereunder is obtained and approved by the CITY.

Required insurance is indicated below (Mark required insurance coverage with an "X")

 X Workers Compensation & Employer's Liability Insurance
The CONSULTANT and each subcontractor shall each maintain in force for the duration of the contracted period Florida Workers Compensation Insurance and USL&H at Statutory limits and Employers Liability Insurance with limits of at least \$500,000 each accident, \$500,000 each disease/employee and \$500,000 per disease/policy limit. In the event CONSULTANT provides services from another state, the workers compensation requirement shall be amended to require the CONSULTANT to maintain worker's compensation and employer's liability insurance as required by the states where the work is performed.

 X Professional Liability Insurance /Errors and Omissions Insurance
The Consultant shall maintain in force Professional Liability Insurance, which must include coverage for intentional, grossly negligent and negligent acts of the Consultant, its agents, servants, employees and subcontractors, and for errors and omissions in the performance of the professional services described in this Agreement, having a minimum limit of \$1,000,000 per occurrence. In the event the insurance is claims made insurance, the policy shall include tail coverage extending at least four (4) years after completion of the Agreement term.

The Consultant shall require each subcontractor providing professional services to maintain in force Professional Liability Insurance, which must include coverage for intentional, grossly negligent and negligent acts of the subcontractor, its agents, servants, employees and sub-subcontractors, and for errors and omissions in the performance of the professional services described in this Agreement, having a minimum limit of \$1,000,000 per occurrence. In the event the insurance is claims made insurance, the policy shall include tail coverage extending at least four (4) years after completion of the Agreement term.

 X Business Automobile Liability Insurance.
The CONSULTANT and each subcontractor shall each maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles. In the event CONSULTANT or subcontractor, as the case may be, does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONSULTANT or its subcontractor, as the case may be, to maintain only Hired & Non-Owned Auto Liability Insurance.

 X Commercial General Liability Insurance.
The CONSULTANT shall maintain in force for the duration of the contracted period Commercial General Liability Insurance which must include coverage for acts and omissions of the CONSULTANT as well as its agents, servants, employees and subcontractors, with a limit of not less than \$1,000,000 per occurrence/aggregate and a

deductible amount of not more than \$100,000 per claim. The policy shall be written on an occurrence basis, not claims made.

The CONSULTANT shall require each of its subcontractor to procure and maintain during the life of any subcontract Subcontractor's Public Liability and Property Damage Insurance coverage in amounts satisfactory to the CONSULTANT for the CONSULTANT's own protection.

Other insurance: _____

B. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to the City and are subject to the acceptance and approval of the CITY, in its sole discretion.

C. **Primary Insurance.** The insurance coverage required hereunder shall be primary insurance as respects the CITY. Any insurance or self-insurance maintained by the CITY shall be in excess of the CONSULTANT's insurance and shall not contribute with it. Nothing in this Agreement shall be read to waive sovereign immunity of the CITY.

D. **Notice of Termination; Acceptability of Insurers; Verification of Coverage.** Each insurance policy required hereunder shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY. All insurers shall be authorized to do business in Florida and shall have an A.M. Best rating of A (or better), Class VII (or higher) or otherwise be acceptable to the City if not rated by A.M. Best or if work is being performed in another state. The CONSULTANT shall file with the City Engineer and shall keep in full force and effect at all times during the term of this Agreement a certificate of insurance and original endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf naming the CITY as an additional insured including a waiver of subrogation specification evidencing general liability, auto liability and worker's compensation coverage. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. **Modification of Insurance Requirements.** The insurance requirements set forth in this Agreement may be increased, reduced or waived at the City's sole option with an appropriate adjustment to the fee paid to the CONSULTANT. The City's Director of Human Resources who is responsible for the City's risk management program, is authorized to modify the insurance requirements in the director's professional judgment based upon the specific nature of goods or services to be provided under the contract, provided the modification is set forth in writing and executed by said director.

THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK

EXHIBIT B

SUPPLEMENTAL PROVISIONS

1. **Professional Services.** This Agreement is awarded pursuant to the Consultants' Competitive Negotiation Act (§287.055, F.S.) to include the following professional services (mark all that apply):

- ☒ Engineering
- ☒ Architect
- ☒ Landscape Architect
- ☒ Land Surveyor

2. **Negotiated Procurement. (Mark applicable provision.)**

- ☒ This Agreement is awarded based on CONSULTANT's Submittal responding to CITY's Solicitation for professional services. CONSULTANT represents and warrants that all information and representations contained in the Submittal are truthful to the best of CONSULTANT's knowledge and belief and CONSULTANT hereby restates and affirms all representations contained in the Submittal. The Solicitation and the Submittal are incorporated into this Agreement by reference. The Solicitation and the Submittal are on file with the City's Engineering Department.
- ☐ This Agreement is awarded based on that certain contract previously bid between _____ and _____ dated _____, attached to this Agreement as an attachment of Exhibit D. The parties agree that the award is limited by the provisions of the Consultants' Competitive Negotiation Act (§287.055, F.S.) such that the professional services under the contract previously bid and this Agreement are limited to the following: (i) projects in which the estimated construction cost for the individual project does not exceed \$7,500,000.00; or (ii) study activity in which the fee for professional services for the individual study does not exceed \$500,000.00.
- ☐ This Agreement is awarded based on an exemption from negotiated procurement as indicated: _____[explain exemption]

3. **Performance Bonds.**

No performance bonds or payment bonds are required by this Agreement.

4. **Notice to Parties**

- A. Notice to the City regarding terms and conditions of the Agreement and changes in address/addressee shall be directed to the City Contact as identified on the cover page of this Agreement. Notice and communication with the City regarding the Services shall be directed to the City Engineering Department Contact as identified on the cover page of this Agreement. Inquiries regarding payment to CITY shall be directed to City of Melbourne, City Engineering Department, Attn:City Engineer, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. Notice and communication and changes in address/addressee to the CONSULTANT shall be directed to the CONSULTANT Contact as identified on the cover page of this Agreement.
- C. Notice of default or notice of termination of this Agreement shall be made in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested and shall be addressed as follows:

If to the CITY

City Engineer
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

If to CONSULTANT:

DRMP, Inc.
Scott Nickle
100 Parnell Street
Merritt Island, FL 32953

A party may unilaterally change its address or addressee by giving notice in writing to the other party as provided in this section. Thereafter, notices and other pertinent correspondence shall be addressed and transmitted to the new address.

5. Other Provisions

Exhibit A.3.A- is replaced in its entirety by: Rates and charges set forth on Exhibit A4 may be considered for escalation once annually upon the anniversary of the contract execution. Rate changes shall be reviewed by the City Engineer and submitted for approval by City Council as an amendment to the contract. Review of proposed rates and charges is not a guarantee of acceptance. If approval cannot be achieved, issuance of future task orders will cease, and the contract will be terminated after all outstanding work is complete.

Exhibit A.10.A- In the performance of professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities during the same time period "Standard of Care". CONSULTANT's Standard of Care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT C
FEDERAL COMPLIANCE PROVISIONS

Not Applicable

EXHIBIT D
NEGOTIATED PROCUREMENT
Piggyback Provisions

Not Applicable



Melbourne City Council
October 14, 2025
City Manager's Item Report

Department:	Engineering
Presenter:	James Ennis
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.s.

Subject:

Continuing Contract for Professional Engineering Services for Infrastructure Services, DRMP, Inc., Merritt Island, FL.

Background/Consideration:

The process to select a continuing consultant for professional services related to infrastructure on a continuing contract basis began on March 28, 2025, with a public advertisement requesting qualifications from interested professional consulting firms. The Professional Services Request for Qualifications was grouped into five (5) categories: Utilities, Site/Civil, Infrastructure, Geotechnical/Lab and Survey. On July 8, 2025, Council authorized the City Manager to negotiate Professional Engineering Services for infrastructure work with DRMP, Inc., of Merritt Island, FL. DRMP was one of the selection committee's top choices to provide professional engineering services for the infrastructure discipline. This was a multi-award bid. Additional contract awards will be brought forth individually.

The scope of services includes general and specialty engineering services in support of infrastructure-related design, construction oversight, permitting, maintenance and operations for services in connection with roadway, sidewalk, bridge and park improvement projects.

The contract provides for a commencement date of October 14, 2025, subject to the effective date, and expires on October 13, 2028. The contract is renewable for up to two (2) additional two-year terms.

Fiscal/Budget Impact:

There is no fiscal impact at this time. Services to be provided for specific projects will be defined as task orders to this original contract. Approval of the task orders will follow purchasing thresholds as defined in City Code.

Requested Action:

Approval of the Continuing Contract for Professional Engineering Services for Infrastructure to DRMP, Inc. Merritt Island, FL.

AGREEMENT FOR PROFESSIONAL SERVICES
PROFESSIONAL ENGINEERING SERVICES - INFRASTRUCTURE

This **AGREEMENT FOR PROFESSIONAL SERVICES** (this "Agreement") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY**, and DRMP, Inc., a Florida Profit corporation, whose mailing address is 100 Parnell Street, Merritt Island, FL 32953 hereinafter referred to as the **CONSULTANT**.

CITY CONTACT:	CONSULTANT CONTACT:
Engineering Dept James Ennis, P.E City Engineer City of Melbourne 900 East Strawbridge Ave Melbourne, FL 32901 Email:james.ennis@mlbfl.org P: 321-321-608-7300/F: 321-608-7319	DRMP, Inc. Scott Nickle 100 Parnell Street Merritt Island, FL 32953 snickle@drmp.com P: 321-453*0010

This Agreement consists of the following documents: (Mark "X" where applicable)

- ☒ Exhibit A: Standard Terms and Conditions of Agreement for Professional Services (Std Version 5/15/2024)
- ☒ Exhibit A1. Statement of Work
- ☒ Exhibit A2. Standards
- ☒ Exhibit A3. Additional Provisions for Continuing Contract
- ☒ Exhibit A4. Negotiated Rates
- ☒ Exhibit A5. Insurance Requirements
- ☒ Exhibit B: Supplemental Provisions
- ☐ Exhibit C: Federal Compliance Provisions
- ☒ Exhibit D: Negotiated Procurement
- ☒ City's Solicitation for Professional Services (#RFQ-2025-0-2025/KB) dated March 25, 2025, as modified by addenda (the "Solicitation") and CONSULTANT's Responsive Submittal dated May 16, 2025, but only to the extent responsive to CITY's Solicitation, as the case may be (the "Submittal")
- ☐ Piggyback Provisions (Continuing Contract Only) with attached source contract between _____ and Consultant titled _____ (# _____) dated _____,

CITY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in Exhibit A1 in accordance with the terms and conditions of this Agreement and the documents marked above, all incorporated herein by reference. This Agreement commences on **October 14, 2025** (the "Commencement Date"), subject to the Effective Date. Subject to completion of any outstanding work orders if a continuing contract, this Agreement expires on **October 13, 2028** (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to 2 additional terms (each term consisting of 2 years), unless otherwise terminated.

CITY:

CITY OF MELBOURNE,
a Florida municipal corporation

Jenni Lamb, City Manager Date

ATTEST: _____
Kevin McKeown, City Clerk

CONSULTANT:

DRMP, Inc.,
a Florida Profit corporation

Scott A. Nickle

Digitally signed by Scott A. Nickle
DN: E=snickle@drmp.com, CN=Scott A. Nickle, OU=DRMP Active
Users, DC=drmp1, DC=com
Date: 2025.10.06 11:36:17-0400'

Signature Date

Name: Scott Nickle

Title: Vice President

City Use Only

CCNA eligibility

- ☐ Defined project (Study > \$35,000 or Project construction costs > \$325,000)
- ☒ Continuing contract (study < \$500,000 and project construction costs < \$7,500,000)

Emergency purchase? ☐ Yes ☒ No

Commencement Date: _____ **

** Note: But effective no earlier than last of the parties to execute

Expiration Date, subject to outstanding work orders: _____

Renewal: ☐ No

☒ Yes: 2 terms (each term consisting of 2 years)

Council Approval Date: _____

EXHIBIT A

STANDARD TERMS AND CONDITIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

1. DEFINITIONS

- A. "Item(s)" means any goods or items, including intellectual property, provided by CONSULTANT incidental to the Services.
- B. "Hazardous Materials" are or contain dangerous goods, chemicals, contaminants, substances, pollutants, or any other materials that are defined as hazardous by relevant local, state, national, or international law, regulations, and standards.
- C. "Task Order" is CITY's document setting forth specific Services to be rendered and Notice to Proceed information.
- D. "Notice to Proceed" means CITY's authorization for CONSULTANT to provide the Services defined in accordance with the CITY's Task Order sent to CONSULTANT.
- E. "Service(s)" means the work which CONSULTANT is to perform for CITY as set forth in Exhibit A1 in compliance with the Standards of Exhibit A2.
- F. "Expiration Date" is defined as set forth on the first page of this Agreement.

2. TERM OF AGREEMENT

The term of this Agreement shall begin on the Effective Date, and continue to the Expiration Date, subject to Exhibit A3 as applicable. The Effective Date of this Agreement shall be the date of the last of the parties to sign, unless otherwise stated. If this Agreement is renewable, it shall only be renewed at CITY's sole discretion.

3. RATES AND CHARGES

- A. Rates and charges set forth on Exhibit A4 shall remain fixed for the duration of this Agreement except as provided herein.
- B. All applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges paid by CONSULTANT shall be stated separately on CONSULTANT's invoice and borne by CONSULTANT. In the event that CITY is prohibited by law from remitting payments to the CONSULTANT unless CITY deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then CITY shall duly withhold such taxes and shall remit the remaining net invoice amount to the CONSULTANT. CITY shall not reimburse CONSULTANT for the amount of such taxes withheld.
- C. The purchase of equipment, materials, and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city governments. Upon request, applicable federal excise exemption certificates will be furnished to CONSULTANT.
- D. Additional costs including such taxes, surcharges and delivery costs, except those described on Exhibit A4, will not be paid or reimbursed without CITY's prior written approval.
- E. CITY reserves the right to have CONSULTANT's records inspected and audited to ensure compliance with this Agreement. At CITY's option or upon CONSULTANT's written demand, such audit will be performed by an independent third party at CITY's expense. However, if CONSULTANT is found to not be complying with this Agreement in any way, CONSULTANT shall reimburse CITY for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit. The results of such audit shall be kept confidential by the auditor to the extent allowed by law and, if conducted by a third party, only CONSULTANT's failures to abide by the obligations of this Agreement shall be reported to CITY.

4. INVOICING AND PAYMENT

- A. Payment for Services as specified in this Agreement shall be processed promptly after performance of Services and after receipt of properly prepared invoice(s). CITY will not pre-pay for Services not yet performed; CONSULTANT shall not submit an

invoice for services not yet performed. The proper invoice shall be submitted on a form provided by the CITY and available on the CITY's website, which form must be completed to identify the project, Task Order, description of Services provided, dates of Services provided, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, CONSULTANT must render proper invoice to the City of Melbourne, Engineering Dept via email to Engineering@MLBFL.org, unless otherwise directed to deliver an original invoice to City Engineering, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

- B. CONSULTANT shall be responsible for and hold the CITY harmless for any and all payments to CONSULTANT's vendors or subcontractors utilized in the performance of the Services.
- C. Payment is made when CITY's check is mailed or EDI funds transfer initiated.
- D. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by CITY shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Agreement.
- E. No payments shall be made in advance of acceptance of services not covered under this Agreement nor for Services not acceptable to CITY.
- F. CONSULTANT agrees to invoice CITY no later than sixty (60) days after performance of Services. CITY will not be obligated to make payment against any invoices submitted after such period.
- G. Payment by the CITY shall be subject to approval and acceptance of Services by CITY. Notwithstanding the foregoing, CITY's payment shall not constitute acceptance.

5. NON-APPROPRIATION

All funds for payment by CITY under this Agreement are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Services provided under this Agreement, CITY will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, CONSULTANT on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Agreement beyond the date of termination.

6. NON-EXCLUSIVITY

The right to provide the Services, which will be granted under this Agreement, shall not be exclusive. The CITY reserves the right to obtain any Services from another provider when it is in the best interest of CITY, subject to the requirements of §287.055, Fla. Stat.

7. TERMINATION

- A. CITY may terminate this Agreement or any Task Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONSULTANT.
- B. CITY may terminate this Agreement upon written notice to CONSULTANT in the event CONSULTANT defaults on any of the terms and conditions of this Agreement and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.
- C. Notwithstanding the foregoing, CITY may immediately terminate

this Agreement, without providing CONSULTANT with notice of default or an opportunity to cure, if CITY determines that CONSULTANT has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

- D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to CONSULTANT but without an opportunity to cure if CITY determines CONSULTANT knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of CONSULTANT's submittal or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.
- E. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to CONSULTANT if the State of Florida or the federal government enacts a law, which removes or restricts the authority of CITY to conduct all or part of its function.
- F. Upon receipt of such notice of termination, CONSULTANT shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for Services relating to this Agreement, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Agreement.
- G. There shall be no termination charges for Services not yet provided. The CITY will be responsible for payment of authorized Services already provided by CONSULTANT but not yet invoiced, provided such Services have been approved by the CITY. Upon payment of CONSULTANT's claims, the CITY shall be entitled to all work and materials paid for.
- H. Before assuming any payment obligation under this section, the CITY may inspect CONSULTANT's work in process and audit all relevant documents prior to paying CONSULTANT's invoice.
- I. There shall be no charges for termination of task orders for Services. Notwithstanding anything to the contrary, CONSULTANT shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONSULTANT's suppliers or subcontractors after CONSULTANT receives the notice, nor for any costs CONSULTANT could reasonably have avoided.
- J. Notwithstanding anything else in this Agreement, failure to meet the performance date(s) in this Agreement shall be considered a material breach of contract and shall allow CITY to terminate the orders for the Services and/or any subsequent orders in the Task Order without any liability.

8. FORCE MAJEURE

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control to include acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Services are to be delayed by such contingencies, CONSULTANT shall immediately notify CITY in writing (within 72 hours of the event) and CITY may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Task Order at no cost to CITY.

9. SCHEDULING AND ORDERS

- A. CONSULTANT shall promptly perform Services as scheduled or shall promptly notify the CITY if unable to perform any scheduled Services and shall state the reasons.
- B. CITY may place any portion of an order on hold by notice which shall take effect immediately upon receipt. Orders placed on hold will be rescheduled or canceled within a reasonable time.
- C. CITY shall have no obligation with respect to the purchase of Services under this Agreement until such Services are specified in an issued Task Order.
- D. CONSULTANT, in performing work under this Agreement, shall provide and maintain during the life of this Agreement, equipment and staff sufficient in number, condition and capacity to efficiently perform the work and provide the Services required by this Agreement.

10. DESIGN PROFESSIONAL STANDARDS

- A. In the performance of professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. CONSULTANT's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
- B. CONSULTANT shall meet the descriptions and specifications provided on Exhibit A1 and the Standards stated in Exhibit A2. CONSULTANT shall use due care in performing its services and shall have due regard for acceptable professional standards and principals.
- C. CITY may inspect and test all Items and review Services at reasonable times in such manner as shall not unreasonably hinder or delay CONSULTANT's performance. All Items and Services shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at CONSULTANT's premises or any prior payment for such Services. Items rejected by CITY as not conforming to this Agreement or specifications, whether provided by CITY or furnished with the Item, may be returned to CONSULTANT at CONSULTANT's risk and expense and, at CITY's request, shall immediately be corrected or replaced.
- D. To the extent Items are provided by CONSULTANT, CONSULTANT represents that:
 - (i) Items will not infringe on intellectual property rights;
 - (ii) CONSULTANT has the necessary right, title, and interest to provide said Items to CITY, and the Items will be free of liens and encumbrances; and
 - (iii) Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by CONSULTANT, and to any other agreed-to specifications.

11. INDEPENDENT CONTRACTOR

In performing Services under this Agreement, CONSULTANT is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of the CITY. As an independent contractor, CONSULTANT will be solely responsible for determining the means and methods for performing the required Services. CONSULTANT shall have complete charge and responsibility for personnel employed by CONSULTANT; however, the CITY reserves the right to instruct CONSULTANT to remove from the CITY's premises immediately any of CONSULTANT's personnel who are in breach of Paragraph 17 herein. Such removal shall not relieve CONSULTANT's obligation to provide Services under this Agreement.

12. SECURITY

CONSULTANT confirms that employees of CONSULTANT performing work at the CITY's facilities have no record of criminal convictions involving drugs, assault or combative behavior, or theft within the last five years. CONSULTANT understands that such employees may be subject to criminal history investigations by the CITY at the CITY's expense and may be denied access to the CITY's facilities if any such criminal convictions are discovered.

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

- A. Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, computers, test equipment, and other materials furnished or paid for by CITY shall: (i) remain or become the CITY's property; (ii) be used by CONSULTANT exclusively for CITY's Orders; (iii) be clearly marked as CITY's property and segregated when not in use; (iv) be kept in good working condition at CONSULTANT's expense; and (v) be shipped to CITY promptly on demand.
- B. CONSULTANT shall insure CITY's personal property and be liable for loss or damage while in CONSULTANT's possession or control, ordinary wear and tear excepted.

14. ASSIGNMENT OF INTELLECTUAL PROPERTY

CONSULTANT hereby assigns to CITY all right, title, and interest to all intellectual property created by the CONSULTANT arising out of or utilized by the CONSULTANT in the performance of this Agreement and the ownership of the intellectual property shall be vested solely in the CITY. In respect to copyrights, this assignment shall be effective for the entire duration of the copyrights and shall include, but not be limited to, all rights to derivative works. The CONSULTANT waives all rights of attribution and integrity for specific works created by CONSULTANT under this Agreement.

15. INTELLECTUAL PROPERTY INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT shall defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right, arising out of the use or sale of Items or CONSULTANT's Services. If an injunction issues as a result of any such claim or action, CONSULTANT agrees at CONSULTANT's expense and CITY's option to either: (i) procure the right to continue using Items; (ii) replace them with non-infringing Items; (iii) modify them so they become non-infringing; or (iv) refund to the CITY the amount paid for any Items returned to CONSULTANT or for any Item destroyed and for Services connected therewith.

16. DESIGN PROFESSIONAL INDEMNIFICATION

In relation to this Agreement, CONSULTANT represents that it is a design professional as defined by §725.08, Fla. Stat. CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided. The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from the CITY to the CONSULTANT for the CONSULTANT's indemnity agreement.

17. COMPLIANCE WITH LAWS

- A. CONSULTANT shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Items and/or the performance of services in the course of this Agreement. Lack of knowledge by CONSULTANT shall in no way be cause for relief from responsibility. These may include, but are not limited to, Department of Commerce, Environmental Protection Agency, and Department of Transportation regulations applicable to Hazardous Materials and all immigration, employment and labor laws governing CONSULTANT's personnel providing Services to the CITY.
- B. CONSULTANT represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.
- C. CONSULTANT represents and warrants that the Items supplied and Services provided to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Upon request of CITY, CONSULTANT shall provide documentation thereof, including but not limited to copies of CONSULTANT's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of CONSULTANT's subcontractors for the past twenty-four (24) months.
- D. CITY actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination.

Under the INA, employers may hire only persons who may legally work in the United States. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). CONSULTANT shall establish appropriate procedures and controls so no services or products under this Agreement will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

CONSULTANT shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095, Fla. Stat. Notwithstanding anything to the contrary in this Agreement, the CITY reserves the right to terminate this Agreement in accordance with §448.095, Fla. Stat.

- E. Public Entity Crimes Statement. CONSULTANT represents and warrants that is not listed on the State of Florida's convicted vendor listing established under the provisions of §287.133, Fla. Stat., whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from submittal for a period of thirty-six (36) months. CONSULTANT acknowledges the continuous duty to disclose to the CITY if CONSULTANT or any of its affiliates are placed on the convicted vendor list.
- F. CONSULTANT shall maintain, for the duration of this Agreement, all valid licenses and certificates required for the performance of work and Services and provision of Items.
- G. Scrutinized Companies. Subject to *Odebrecht Construction, Inc., v. Prasad* and *Odebrecht Construction, Inc. v. Secretary, Florida Department of Transportation* and their progeny, as applicable, CONSULTANT certifies that it (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria in violation of §287.135, Fla. Stat. If the CITY determines that CONSULTANT has falsely certified facts under this sub-paragraph or if CONSULTANT is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after execution of this Agreement, CITY will have all rights and remedies to terminate this Agreement consistent §287.135, Fla. Stat. CITY reserves all rights to waive certifications required by this paragraph on a case-by-case exception basis pursuant to §287.135, Fla. Stat..
- H. Foreign Gifts and Contracts. CONSULTANT must comply with any applicable disclosure requirements in §286.101, Fla. Stat.
- I. Foreign Country of Concern. CONSULTANT represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of §287.138, Fla. Stat.
- J. Environmental and Social Government and Corporate Activism. Pursuant to §287.05701, Fla. Stat., CITY cannot give preference to a vendor based on social, political or ideologic interests as set forth therein. Violations of this restriction will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.
- K. CONSULTANT agrees to abide by all of CITY's rules and regulations while on CITY's premises or performing Services including, but not limited to, safety, health and Hazardous Material management rules, and rules prohibiting misconduct on CITY's premises such as use of physical aggression against persons or property, harassment, and theft. CONSULTANT will perform only those Services identified on Exhibit A1 and, to the extent located on City premises, will work only in areas designated for such Services. CONSULTANT shall take all reasonable precautions to ensure safe working procedures and conditions for performance on CITY's premises and shall keep CITY's site neat and free from debris.
- L. Failure to comply with this Paragraph shall be considered a breach of contract.

18. RETENTION AND AUDIT

- A. CONSULTANT understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONSULTANT agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat..
- B. The CITY reserves the right to audit the records of CONSULTANT for the Services and Items provided under this Agreement at any time during the performance and term of this Agreement and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, CONSULTANT agrees to submit to an audit by an independent certified public accountant selected by CITY. CONSULTANT shall allow CITY to inspect, examine and review the records of CONSULTANT in relation to this Agreement at any and all times during normal business hours during the term of this Agreement. Records relating to the performance of this Agreement shall be made available to CITY for audit upon reasonable notice.
- C. A request to inspect or copy public records relating to this Agreement for Services must be made directly to the CITY and CONSULTANT shall not release a public record in response to a request arising from anyone other than the CITY.
- D. To the extent CONSULTANT is "acting on behalf of the CITY" CONSULTANT shall be subject to the following provisions:
 - (i) As required by §119.0701, Fla. Stat., CONSULTANT shall
 - (1) Keep and maintain public records required by the CITY to perform the Services.
 - (2) Upon request from the CITY, 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 by law.
 - (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONSULTANT does not transfer the records to the CITY.
 - (4) Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the Service. If the CONSULTANT transfers all public records to the CITY upon completion of this Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement, the CONSULTANT 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.
 - (ii) The CONSULTANT who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Agreement by CONSULTANT. In the event of such breach, in addition to all other remedies available, CONSULTANT shall pay to CITY all incidental and consequential damages arising from such breach, including attorneys' fees and costs incurred by the CITY in defending a public records action as well as those assessed against the CITY in such public records action.
 - (iii) The term "public record" as used in this section 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 and in connection with the transaction of official business by or on behalf of the CITY. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the CITY's City Attorney's Office or the City Clerk's Office; provided that the CONSULTANT hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by CONSULTANT.

19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

- A. This Agreement contains the entire understanding between the CITY and CONSULTANT with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in CONSULTANT'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.
- B. In the event of any conflict between or among this Agreement or any ambiguity or missing specifications or instruction, the following priority is established:
 - First, the "Supplemental Provisions" set forth as Exhibit B to this Agreement;
 - Second, the "Federal Provisions" set forth as Exhibit C to this Agreement;
 - Third, these "Standard Terms and Conditions of Agreement for Professional Services" incorporated by reference into this Agreement, including exhibits.
 - Fourth, CITY's Solicitation, with supporting addenda and CONSULTANT's Submittal but only to the extent responsive to CITY's Solicitation, collectively incorporated by reference into this Agreement.
 - Fifth, the "Piggyback Provisions" set forth as Exhibit D to this Agreement, including underlying source contract attached thereto
- C. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.
- D. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.
- E. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless CITY determines in its discretion that the court's determination causes this Agreement to fail in any of its essential purposes.
- F. Notwithstanding anything else contained in this Agreement, CITY and CONSULTANT specifically agree that failure to perform certain obligations undertaken in connection with this Agreement would cause irreparable damage, and that monetary damages would not provide an adequate remedy in such event. The parties further agree that CONSULTANT's failure to complete performance of the Services called for in this Agreement or on any project ordered under this Agreement, or failure to perform or effect performance of Services as contracted are such certain obligations. Accordingly, it is agreed that, in addition to any other remedy to which the non-breaching party may be entitled, at law or in equity, the non-breaching party shall be entitled to an order of specific performance to compel performance of such obligations.

20. DISPUTES

In case of dispute arising under this Agreement between the parties, the decision of the City Manager of the City of Melbourne shall be final and binding of both parties.

21. ASSIGNMENT; SUBCONTRACTORS

CONSULTANT may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the written consent of the CITY. CITY may cancel this Agreement for cause should CONSULTANT attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Agreement may be amended only in writing signed by CONSULTANT and CITY and subject to with the same degree of formality evidenced in this Agreement. Nothing contained in this Agreement will be construed as establishing any contractual relationship between CITY and any subcontractor of CONSULTANT. CONSULTANT will be fully responsible to CITY for the acts and omissions of the

CONSULTANT's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall require prior written approval by the CITY.

22. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

CITY agrees to CONSULTANT extending the pricing, terms and conditions of this Agreement to other governmental entities at the discretion of CONSULTANT.

23. APPLICABLE LAW

This Agreement is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Agreement shall be filed in Brevard County, Florida.

24. HEADINGS

The headings provided in this Agreement are for convenience

only and shall not be used in interpreting or construing this Agreement.

25. SURVIVAL

The provisions of Paragraphs 1 (Definitions), 10 (Warranty), 13 (Ownership and Bailment), 14 (Assignment of Intellectual Property), 15 (Intellectual Property Indemnification), 16 (Design Professional Indemnification), 18 (Retention and Audit), 19 (Merger, Modification, Waiver and Remedies), 20 (Disputes), 23 (Applicable Law), 24 (Headings), and 25 (Survival), and, as applicable, Exhibit A1 (Statement of Services), Exhibit C (Federal Compliance Provisions), all of which will survive any termination or expiration of this Agreement.

26. TIME

Time is of the essence in the performance of this Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS:

**City Clerk
900 East Strawbridge Avenue
Melbourne, Florida 32901
Telephone: 321-608-7220
Email: City.Clerk@MLBFL.org**

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT A1

STATEMENT OF SERVICES

§

CONSULTANT shall perform all work and provide all Services (and Items incidental thereto) set forth herein in compliance with the Standards of Exhibit A2. The plans, reports and recommendations of the Consultant will be reviewed by the City for conformity with City standards and agreement terms. However, review by the City does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.

CONSULTANT shall provide Continuing Professional Engineering Services as more particularly described as follows:

Provide personnel and equipment for general and specialty engineering services in support of infrastructure related design, construction oversight, permitting, maintenance and operations for services in connection with roadway, sidewalk, bridge and park improvement projects including but not limited to:

- Review City's project budgets, prepare preliminary & final design documents consisting of design criteria, preliminary & final drawings, specifications, design calculations, alternative analysis, maintenance assessment & analysis, and recommendations for submittal to City for review and acceptance.
- Advise City of additional data or services which may be necessary to execute a project and assist in obtaining data and services.
- Attend council meetings, applicable board meetings, public meetings in association with assigned task orders.
- Provide advice to City regarding potential temporary construction, permanent easements and land acquisitions necessary to accommodate proposed utility construction and provide technical assistance to the City in obtaining such easements and/or land acquisition.
- Provide opinions of probable total project cost.
- Preparation of complete contract documents, final drawings to show the general scope, extent and character of the work to be furnished and performed by the contractor and specifications.
- Provide technical criteria, written descriptions and design data and prepare applications for City use in filing permits with or obtaining approvals of governmental authorities as have jurisdiction to approve the design of the project and assist the City in consultations with appropriate authorities.
- Provide advice to City of any necessary adjustments to the opinions of probable total project costs caused by changes in general scope, extent or character or design requirements of the project or construction costs.
- Prepare for review and approval by City, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions and bid forms, invitations to bid and instructions to bidders in submittal.
- Bidding services may be required, distribution of bid sets, preparation of addenda, preparation of bid tab, bid opening attendance, review of bidder references and recommendation of award.
- Provide for professional services during construction including attendance of preconstruction meetings, review of shop drawings and contractor submittals to ensure conformity to the plans and specifications, visits to the construction site, review of change order requests, approval of pay estimates, represent City in the interpretation of plans and specifications, furnish signed and sealed design drawings in paper and digital format as necessary for acquisition of any applicable permits for each construction contract and review changes during construction and provide the City approval of contractor provided signed and sealed as-built drawings.
- Provide any other related services in support of the design, construction, operation and maintenance of the City's roadway, pedestrian and public facilities.

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT A2

STANDARDS

In addition to those requirements set forth in the Statement of Services attached and incorporated as Exhibit A1 to the Agreement, all Services (and Items incidental thereto) and work provided by the CONSULTANT shall conform to state and federal law, City of Melbourne Code of Ordinances, as well as City standards and other standards set forth below:

Technical Specifications and Standards for Construction of Water Distribution Systems (July 2016)

- **Technical Specifications and Standards for Construction of Reclaimed Water Distribution Systems**
- **(July 2016)**
- **Technical Specifications and Standards for Construction of Wastewater Collection Systems (July 2016)**
- **Technical Specifications and Standards for Construction of Sanitary Lift Stations (August 2020)**
- **Florida Department of Transportation Standard Specifications for Road and Bridge Construction**
- **Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and**
- **Highways (Florida Greenbook)**
- **St. Johns River Water Management District**
- **Florida Department of Environmental Protection**

Modification of Standards. The standards requirements set forth above may be modified to an updated standard at the City's sole option with an appropriate adjustment to the fee paid to the CONSULTANT. The City Engineer is authorized to modify the standards requirements in the director's professional judgment based upon the specific nature of goods or services to be provided under the contract, provided the modification is set forth in writing and executed by said director.

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT A3

**ADDITIONAL PROVISIONS
FOR CONTINUING CONTRACT FOR PROFESSIONAL SERVICES
(CCNA)**

- A. Pursuant to §287.055, Florida Statutes, professional services under this Agreement are limited to the following: (i) projects in which the estimated construction cost for the individual project does not exceed \$7,500,000.00; or (ii) study activity in which the fee for professional services for the individual study does not exceed \$500,000.00.
- B. Authorization for Services. Authorization for performance of professional services by CONSULTANT under this Agreement must be in the form of written Task Orders issued and executed by the CITY and signed by the CONSULTANT. Required services will be specifically enumerated, described and depicted in the Task Orders authorizing performance of the specific project, task or study. A sample Task Order is attached hereto as Attachment A3-a and available on the CITY's website, which form may change from time to time at the sole discretion of the CITY. Each Task Order must describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. CITY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for the CITY during the term of this Agreement. The City reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the CITY to be in the best interest of the CITY to do so, subject to §287.055, Florida Statutes.
- C. Each individual Task Order in excess of \$50,000 will require City Council approval in accordance with City Code. City Council approval will not be required for an individual Task Order if the amount of the individual Task Order is within delegated spending approvals of the City Engineer or the City Manager, as the case may be, or as otherwise delegated by City Code.
- D. Expiration of this Agreement will have no effect upon Task Orders issued pursuant to this Agreement and prior to the expiration date. All terms and conditions of this Agreement shall survive the Expiration Date for the limited use of such previously-issued Task Orders for the purpose of completion of the work on the Task Order. Obligations of both parties under such Task Orders will remain in effect until completion of the work authorized by the respective Task Order, unless otherwise terminated pursuant to the terms of this Agreement.

Sample Task Order:

TASK ORDER NO. xx

PROJECT NO. xx

CITY PROJECT NO. xx

CONTINUING CONTRACT FOR
PROFESSIONAL CONSULTING SERVICES
between
THE CITY OF MELBOURNE
and
DRMP, INC.

This Task Order made and entered into this ____ day of _____, 2025 to that certain CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **INFRASTRUCTURE**, dated September XX, 2025 by and between the CITY OF MELBOURNE, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and DRMP, INC., of Merritt Island, Florida, a corporation created and existing under the laws of the State of Florida, hereinafter referred to as the ENGINEERS.

Whereas, the CITY desires to authorize the ENGINEERS to perform certain Professional Consulting Services as outlined in the attached SCOPE OF SERVICES for _____, Exhibit A, hereinafter referenced to as the SCOPE OF SERVICES and

Whereas, the CITY and the ENGINEERS have completed successful negotiations for said PROFESSIONAL CONSULTING SERVICES- **INFRASTRUCTURE** as defined in the SCOPE OF SERVICES.

The CITY hereby employs the ENGINEERS as Professional Consultant for the work as outlined in the SCOPE OF SERVICES and the ENGINEERS accept employment to perform certain Professional Services as outlined in the SCOPE OF SERVICES.

The ENGINEERS shall commence their services upon written authorization by the CITY to proceed with the work. Excluding time for CITY review and reviews by other agencies, the Professional Services as provided for under this Task Order shall be delivered within _____ calendar days from receipt of written Notice to Proceed.

The CITY shall pay the ENGINEERS for performance of their services, as outlined the SCOPE OF SERVICES, an amount not to exceed \$_____ without prior approval from the CITY. Any additional work under this Phase, authorized by the CITY, shall be accomplished in accordance with the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **INFRASTRUCTURE**. Payment for any additional work and reimbursable expense shall be in accordance with the Schedule of Compensation Rates outlined in the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **INFRASTRUCTURE**.

All services shall be subject to and performed in accordance with this task order, the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES-**INFRASTRUCTURE**, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

Earned compensation shall be invoiced by the ENGINEERS as services are completed or monthly as services are performed. Each invoice so rendered shall clearly identify the subject matter, City project number and basis on which the invoice was prepared. Invoices shall be paid by the CITY in accordance with the City's Prompt Payment Policy as included within the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES-**INFRASTRUCTURE**.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives, this _____ day of _____, 2025.

Approved by City Engineer as to content:

James Ennis, P.E., City Engineer

CITY OF MELBOURNE, FLORIDA
Acting by and through its City Council

Jenni Lamb, P.E. City Manager

Attest:

Kevin McKeown, City Clerk

CONSULTANT

FIRM SIGNATORY

EXHIBIT A4

NEGOTIATED RATES

CONSULTANT shall provide all Services (and Items incidental thereto) and work set forth in this Agreement for the cost stated below.

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

Administrative		Rate		
Administrative I		\$110	Survey Technician II	\$140
Administrative II		\$130	Survey Technician III	\$145
Administrative III		\$140	Survey Analyst	\$165
Administrative IV		\$165	Survey Project Manager	\$180
Administrative V		\$240	Surveyor IV	\$195
CEI			Surveyor V	\$220
Inspector I		\$75	Surveyor VI	\$265
Inspector II		\$90	GIS	
Inspector III		\$105	GIS Analyst I	\$100
Inspector IV		\$120	GIS Analyst II	\$125
Specialist I		\$125	GIS Analyst III	\$140
Specialist II		\$140	GIS Project Manager	\$160
Project Administrator I		\$150	Ground Penetrating Radar (GPR)	
Project Administrator II		\$180	GPR Crew - 2 Man	\$215
Construction Manager		\$215	GPR Technician	\$145
Construction Engineer		\$250	Management	
Designers			Project Manager I	\$250
Designer I		\$135	Project Manager II	\$275
Designer II		\$145	Project Manager III	\$360
Designer III		\$155	Project Manager IV	\$385
Designer IV		\$175	Project Manager V	\$415
Designer V		\$195	Group Manager I	\$255
Graphic Designer I		\$110	Group Manager II	\$295
Graphic Designer II		\$145	Discipline Manager I	\$320
Graphic Designer III		\$185	Discipline Manager II	\$380
Engineering			Principal I	\$420
Intern I		\$100	Principal II	\$470
Engineer I		\$150	NBIS - Bridge Inspection	
Engineer II		\$215	NBIS Engineer	\$265
Engineer III		\$260	NBIS Team Leader	\$195
Engineer IV		\$305	NBIS Team Member	\$105
Engineer V		\$350	Subsurface Utility Engineering (SUE)	
Environmental/Planning			Coordinator I	\$135
Ecologist I		\$110	Coordinator II	\$180
Ecologist II		\$140	SUE Crew - 1 Man	\$145
Ecologist III		\$155	SUE Crew - 2 Man	\$215
Ecologist IV		\$220	SUE Crew - 3 Man	\$285
Ecologist V		\$275	SUE Crew - 4 Man	\$330
Planner I		\$95	SUE Technician III	\$145
Planner II		\$135	SUE Manager I	\$210
Planner III		\$200	SUE Manager II	\$260
Planner IV		\$250	Technical Services	
Planner V		\$275	Noise Analyst I	\$140
Expert Witness		Rate	Noise Analyst II	\$195
Expert Witness Research		\$255	CADD Technician I	\$85
Expert Witness Testimony		\$380	CADD Technician II	\$100
Geomatics/Survey & Mapping			CADD Technician III	\$120
Survey Crew - 2 Man		\$205	Technical Writer I	\$110
Survey Crew - 3 Man		\$265	Technical Writer II	\$145
Survey Crew - 4 Man		\$320	Technical Writer III	\$185
Survey Manager		\$320	Equipment Rates	
Survey Technician I		\$130	Mobile LiDAR System	\$ 4,500/day
			Hydrographic ZBoat	\$ 1,500/day
			UAS LiDAR System	\$ 2,500/day

EXHIBIT A5

INSURANCE REQUIREMENTS

A.. **Insurance Coverage.** The CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property or other loss which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the total contract amount and no additional charge shall be added for insurance coverage. Neither the CONSULTANT nor its agents, representatives, employees and subcontractors shall commence work under this contract until all insurance required hereunder is obtained and approved by the CITY.

Required insurance is indicated below (Mark required insurance coverage with an "X")

 X Workers Compensation & Employer's Liability Insurance
The CONSULTANT and each subcontractor shall each maintain in force for the duration of the contracted period Florida Workers Compensation Insurance and USL&H at Statutory limits and Employers Liability Insurance with limits of at least \$500,000 each accident, \$500,000 each disease/employee and \$500,000 per disease/policy limit. In the event CONSULTANT provides services from another state, the workers compensation requirement shall be amended to require the CONSULTANT to maintain worker's compensation and employer's liability insurance as required by the states where the work is performed.

 X Professional Liability Insurance /Errors and Omissions Insurance
The Consultant shall maintain in force Professional Liability Insurance, which must include coverage for intentional, grossly negligent and negligent acts of the Consultant, its agents, servants, employees and subcontractors, and for errors and omissions in the performance of the professional services described in this Agreement, having a minimum limit of \$1,000,000 per occurrence. In the event the insurance is claims made insurance, the policy shall include tail coverage extending at least four (4) years after completion of the Agreement term.

The Consultant shall require each subcontractor providing professional services to maintain in force Professional Liability Insurance, which must include coverage for intentional, grossly negligent and negligent acts of the subcontractor, its agents, servants, employees and sub-subcontractors, and for errors and omissions in the performance of the professional services described in this Agreement, having a minimum limit of \$1,000,000 per occurrence. In the event the insurance is claims made insurance, the policy shall include tail coverage extending at least four (4) years after completion of the Agreement term.

 X Business Automobile Liability Insurance.
The CONSULTANT and each subcontractor shall each maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles. In the event CONSULTANT or subcontractor, as the case may be, does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONSULTANT or its subcontractor, as the case may be, to maintain only Hired & Non-Owned Auto Liability Insurance.

 X Commercial General Liability Insurance.
The CONSULTANT shall maintain in force for the duration of the contracted period Commercial General Liability Insurance which must include coverage for acts and omissions of the CONSULTANT as well as its agents, servants, employees and subcontractors, with a limit of not less than \$1,000,000 per occurrence/aggregate and a

deductible amount of not more than \$100,000 per claim. The policy shall be written on an occurrence basis, not claims made.

The CONSULTANT shall require each of its subcontractor to procure and maintain during the life of any subcontract Subcontractor's Public Liability and Property Damage Insurance coverage in amounts satisfactory to the CONSULTANT for the CONSULTANT's own protection.

Other insurance: _____

B. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to the City and are subject to the acceptance and approval of the CITY, in its sole discretion.

C **Primary Insurance.** The insurance coverage required hereunder shall be primary insurance as respects the CITY. Any insurance or self-insurance maintained by the CITY shall be in excess of the CONSULTANT's insurance and shall not contribute with it. Nothing in this Agreement shall be read to waive sovereign immunity of the CITY.

D. **Notice of Termination; Acceptability of Insurers; Verification of Coverage.** Each insurance policy required hereunder shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY. All insurers shall be authorized to do business in Florida and shall have an A.M. Best rating of A (or better), Class VII (or higher) or otherwise be acceptable to the City if not rated by A.M. Best or if work is being performed in another state. The CONSULTANT shall file with the City Engineer and shall keep in full force and effect at all times during the term of this Agreement a certificate of insurance and original endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf naming the CITY as an additional insured including a waiver of subrogation specification evidencing general liability, auto liability and worker's compensation coverage. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. **Modification of Insurance Requirements.** The insurance requirements set forth in this Agreement may be increased, reduced or waived at the City's sole option with an appropriate adjustment to the fee paid to the CONSULTANT. The City's Director of Human Resources who is responsible for the City's risk management program, is authorized to modify the insurance requirements in the director's professional judgment based upon the specific nature of goods or services to be provided under the contract, provided the modification is set forth in writing and executed by said director.

THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK

EXHIBIT B

SUPPLEMENTAL PROVISIONS

1. **Professional Services.** This Agreement is awarded pursuant to the Consultants' Competitive Negotiation Act (§287.055, F.S.) to include the following professional services (mark all that apply):

- ☒ Engineering
- ☒ Architect
- ☒ Landscape Architect
- ☒ Land Surveyor

2. **Negotiated Procurement. (Mark applicable provision.)**

- ☒ This Agreement is awarded based on CONSULTANT's Submittal responding to CITY's Solicitation for professional services. CONSULTANT represents and warrants that all information and representations contained in the Submittal are truthful to the best of CONSULTANT's knowledge and belief and CONSULTANT hereby restates and affirms all representations contained in the Submittal. The Solicitation and the Submittal are incorporated into this Agreement by reference. The Solicitation and the Submittal are on file with the City's Engineering Department.
- ☐ This Agreement is awarded based on that certain contract previously bid between _____ and _____ dated _____, attached to this Agreement as an attachment of Exhibit D. The parties agree that the award is limited by the provisions of the Consultants' Competitive Negotiation Act (§287.055, F.S.) such that the professional services under the contract previously bid and this Agreement are limited to the following: (i) projects in which the estimated construction cost for the individual project does not exceed \$7,500,000.00; or (ii) study activity in which the fee for professional services for the individual study does not exceed \$500,000.00.
- ☐ This Agreement is awarded based on an exemption from negotiated procurement as indicated: _____[explain exemption]

3. **Performance Bonds.**

No performance bonds or payment bonds are required by this Agreement.

4. **Notice to Parties**

- A. Notice to the City regarding terms and conditions of the Agreement and changes in address/addressee shall be directed to the City Contact as identified on the cover page of this Agreement. Notice and communication with the City regarding the Services shall be directed to the City Engineering Department Contact as identified on the cover page of this Agreement. Inquiries regarding payment to CITY shall be directed to City of Melbourne, City Engineering Department, Attn:City Engineer, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. Notice and communication and changes in address/addressee to the CONSULTANT shall be directed to the CONSULTANT Contact as identified on the cover page of this Agreement.
- C. Notice of default or notice of termination of this Agreement shall be made in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested and shall be addressed as follows:

If to the CITY

City Engineer
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

If to CONSULTANT:

DRMP, Inc.
Scott Nickle
100 Parnell Street
Merritt Island, FL 32953

A party may unilaterally change its address or addressee by giving notice in writing to the other party as provided in this section. Thereafter, notices and other pertinent correspondence shall be addressed and transmitted to the new address.

5. Other Provisions

Exhibit A.3.A- is replaced in its entirety by: Rates and charges set forth on Exhibit A4 may be considered for escalation once annually upon the anniversary of the contract execution. Rate changes shall be reviewed by the City Engineer and submitted for approval by City Council as an amendment to the contract. Review of proposed rates and charges is not a guarantee of acceptance. If approval cannot be achieved, issuance of future task orders will cease, and the contract will be terminated after all outstanding work is complete.

Exhibit A.10.A- In the performance of professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities during the same time period "Standard of Care". CONSULTANT's Standard of Care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK

EXHIBIT C
FEDERAL COMPLIANCE PROVISIONS

Not Applicable

EXHIBIT D
NEGOTIATED PROCUREMENT
Piggyback Provisions

Not Applicable



**Melbourne City Council
October 14, 2025
City Manager's Item Report**

Department:	Engineering/Public Works & Utilities
Presenter:	James Ennis
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.t.

Subject:

Contract award for continuous services related to water, wastewater and stormwater repairs for emergency work, Hinterland Group, Inc., Riviera Beach, FL.

Background/Consideration:

The City received three (3) bids for the Water, Wastewater and Stormwater Repairs for Emergency Work Project on August 29, 2025. The low bidder is Hinterland Group of Riviera Beach, Florida in the amount of \$1,966,304.98.

For the City to be able to request reimbursement for infrastructure repairs or replacements after a declared Federal Emergency Management Agency (FEMA) event it must obtain a specific contract, meeting FEMA contract requirements, related to those services. The City advertised a unit price bid for emergency repairs for water, wastewater and stormwater infrastructure, which includes specifications to meet FEMA requirements.

The scope of work consists of unit price items to complete repairs of water, wastewater and stormwater infrastructure, including mobilization, maintenance of traffic, dewatering, excavation, and restoration. Authorization for performance of services shall be in the form of written work orders. The agenda materials provide details on the bids and describe the scope of services.

Fiscal/Budget Impact:

Funding has not been identified at this time. Projects and funding will be based on emergency needs.

Requested Action:

Award and authorization for the City Manager to execute a unit price contract with Hinterland Group, Inc. of Riviera Beach, Florida for the Continuous Contract for Water, Wastewater and Stormwater Repairs for Emergency Work.

Memorandum

To: Jenni Lamb, City Manager
Thru: James Ennis, City Engineer
From: Jennifer Spagnoli, Public Works and Utilities Director
Date: October 2, 2025
Re: Bid Award Recommendation for Continuous Contract for Water, Wastewater and Stormwater Repairs for Emergency Work

On August 29, 2025 at 3:00 p.m., 3 bids were received for the above-referenced project. The bidders were as follows;

Hinterland Group, Inc., Riviera Beach, FL	\$1,966,304.98
Johnson-Davis, Inc., Fort Pierce, FL	\$2,195,786.00
Cathcart Construction, Winter Springs, FL	\$3,046,731.90

The low bidder was Hinterland Group, Inc., of Cocoa, Florida in the amount of \$1,966,304.98. A review of the low bidder's references was performed and staff recommends awarding the contract to the low bidder Hinterland Group, Inc., of Riviera Beach, Florida.

Background

In order to request reimbursement for infrastructure repairs or replacements after a declared FEMA event, the City advertised a unit price bid for emergency repairs for water, wastewater and stormwater infrastructure, which includes specifications to meet FEMA requirements. Having a contract in place prior to a declared FEMA event will save time and ensure projects will be completed prior FEMA deadlines.

Scope of Work

The scope of work consists of unit price items to complete repairs of water, wastewater and stormwater infrastructure including mobilization, maintenance of traffic, dewatering, excavation, and restoration to be utilized as needed.

Guarantees

The contractor may provide a performance bond as a condition of contract approval. The performance bond guarantees that the project will be completed according to the specifications and in a timely manner. When the project is completed, the contractor

must provide a maintenance bond to cover the project for two (2) years against defects in workmanship and materials.

Time for Completion

Following Council's approval, the contractor will be sent a Notice of Award and several copies of the contract. The contractor will have 15 days to provide the performance bond, insurance certificates, and signed contract. Upon receipt and review of the contract documents, Engineering staff will schedule a preconstruction conference. The contractor and other parties affected by the proposed construction will be invited to the meeting. Notice to proceed will be provided for each work order issued.

Penalties

The contractor will be subject to liquidated damages of \$500.00 per day if the work is not completed within the contract time for each work order.

Funding Aspects

Funding has not been identified at this time. Projects and funding will be based on emergency needs.

Recommendations

Recommend award of a unit price construction contract to Hinterland Group, Inc., of Riviera Beach, Florida for Continuous Contract for Water, Wastewater and Stormwater Repairs for Emergency Work.

Copy: William McDonald, Streets Superintendent
Marla Keehn, Management and Budget Officer
Mike Brink, Water & Sewer Operations Superintendent

City's Bid Opening Sheet				City of Melbourne		
Project Name: CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER REPAIRS FOR EMERGENCY WORK				Addendum:		
Project Number: n/a		1- 8/19/25				
Bid Opening Date and Time: August 29, 2025- 3 PM						
J. Spagnoli						
Bidder:	Hinterland Group 2051 W Blue Heron Blvd Riviera Beach FL 33404	Cathcart Construction 1056 Willa Springs Dr. Winter Springs, FL 33774	Johnson-Davis, Inc. 8635 S Kings Hwy Fort Pierce, FL 34945			
Description	Verified	Verified	Verified	Verified	Verified	Verified
BID BOND OR SECURITY	X	X	X			
ACKNOWLEDGED ADDENDUM	X	X	X			
COPY OF LICENSE (FL Cert. Underground Utility or GC)	X	X	X			
	X	X	X			
SIGNED DRUG-FREE WORKPLACE FORM	X	X	X			
TRENCH SAFETY AFFIDAVIT	X	X	X			
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER	X	X	X			
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS	X	X	X			
CERTIFICATION OF NON SEGREGATED FACILITIES	X	X	X			
CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST	X	X	X			
AFFIDAVIT OF CONTRACTOR'S COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS	X	X	X			
ASSERTION OF CONFIDENTIAL/PROPRIETARY INFORMATION	X	X	X			
CONFIRMATION OF MINORITY OWNED BUSINESS	X	X	X			
CONFLICT OF INTEREST CERTIFICATION	X	X	X			
AFFIDAVIT OF NO COERCION	X	X	X			
FOREIGN COUNTRY OF CONCERN ATTESTATION	X	X	X			
Byrd Anti-Lobbying Certification	X	X	X			
Americans with Disabilities Act Affidavit	X	X	X			
References	X	X	X			
TOTAL BID	\$1,966,304.98	\$3,046,731.90	\$2,195,786.00			

CITY OF MELBOURNE FLORIDA

BIDDING AND CONTRACT DOCUMENTS AND CONSTRUCTION SPECIFICATIONS FOR

CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER REPAIRS FOR EMERGENCY & NON- EMERGENCY WORK

July 2025



DIVISION “C”

BID FORM

This is a bid of:

Ph: _____ Fax: _____
(Contractor/Address/Phone No./Fax No.)

DIVISION "C"

BID FORM
(Sealed Bids in Duplicate)

TO: Honorable Mayor and City Council

Pursuant to and in compliance with your Invitation to Bid under the bid letting date of August 19, 2025, the Instructions to Bidders and other documents related thereto, the undersigned hereby proposes to furnish all material, labor and equipment necessary for constructing **CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER REPAIRS FOR EMERGENCY & NON-EMERGENCY WORK**, Melbourne, Florida, as required by and in strict accordance with the contract documents, schedules, drawings, and all addenda, if any, issued prior to the date of this proposal at the prices listed herein on attached **Attachment A**. The cost of all other items not shown on Attachment A are incidental and should be included in the cost of listed items.

Award will be based on the total of all lines in the bid proposal that demonstrate the best value for the City. The City reserves the right to add or delete any bid items including optional bid items and award will be based on all selected bid items.

The bidder declares that he understands that the quantities shown above are estimates only, and are subject to either increase or decrease; and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices set herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities installed at the unit bid prices, and will make no claim for anticipated profits for any decrease in the quantities.

Definition: Allowance: Not to exceed amount reimbursed to the Contract. Appropriate documentation must accompany all pay estimates when applying for reimbursement.

The Primary Contractor shall supply all of the labor, supervision, equipment, machinery, tools, materials, transportation, and other incidentals required for water, wastewater and stormwater repairs within the geographical boundaries of the City of Melbourne or within the City's water service area on an as needed or on call basis. The required response time for an emergency repair is to be at the site within two (2) hours for the initial review of the situation. The proposal for the required work will be due by noon the following day. The emergency work shall begin within twenty-four (24) hours of the Notice to Proceed.

If written notice of award of this bid is mailed, telegraphed, or delivered to the undersigned within fifty-five (55) days after date of opening of bids, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute and deliver a contract in the form attached as required by these documents, in accordance with the bid as accepted, all within fifteen (15) days after the prescribed forms are presented to him for signature.

City of Melbourne
CONTINUOUS CONTRACT FOR WATER, WASTEWATER &
STORMWATER REPAIRS FOR EMERGENCY & NON-EMERGENCY
WORK
Bid Schedule and Pay Item Description

PLEASE DOWNLOAD THE EXCEL FILE CALLED:
Attachment “A” Bid Proposal



**CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER
REPAIRS FOR EMERGENCY WORK**

ITEM	DESCRIPTION OF BID ITEM		UNIT	TOTAL
<i>*ALL ITEMS ARE BASED ON 1 UNIT FOR BIDDING PURPOSES</i>				
GENERAL CONDITIONS				
GC-1	Record Drawing	1	LF	\$ 2.68
GC-2	Construction Survey	1	LF	\$ 2.68
GC-3	Pre-Construction Video	1	LF	\$ 2.68
GC-4	Post Construction Storm Pipe Video Inspection	1	LF	\$ 2.68
GC-5	Bacteriological Testing and Clearance of Water Mains (actual cost reimbursement by City)		ALLOWANCE ITEM	
GC-6	Density Tests (actual cost reimbursement by City)		---	---
GC-7	Proctor Tests (actual cost reimbursement by City)		---	---
GC-8	Florida Bearing Value Tests (actual cost reimbursement by City)		---	---
GC-9	LBR Test (Load Bearing Ratio) (actual cost reimbursement by City)		---	---
GC-10	Concrete 12" x 6" Cylinder Test (actual cost reimbursement by City)		---	---
GC-11	Applicable Permits (actual cost reimbursement by City)		---	---
GC-12	Clearing & Grubbing	1	SF	\$ 20.11
GC-13	Erosion Control	1	LF	\$ 10.73
WASTEWATER				
Furnish & Install 8-Inch PVC - SDR 35 Sewer Main in Right of Way at a depth of:				
SWR-1	0' - 6' FT Deep	1	LF	\$ 163.83
SWR-2	6' - 8' FT Deep	1	LF	\$ 191.14
SWR-3	8' - 10' FT Deep	1	LF	\$ 273.06
SWR-4	10' - 12' FT Deep	1	LF	\$ 341.32
SWR-5	12' - 16' FT Deep	1	LF	\$ 477.85
SWR-6	16' - 20' FT Deep	1	LF	\$ 614.38
Furnish & Install 8-Inch PVC - SDR 35 Sewer Main in Utility Easement at a depth of:				
SWR-7	0' - 6' FT Deep	1	LF	\$ 163.83
SWR-8	6' - 8' FT Deep	1	LF	\$ 191.14
SWR-9	8' - 10' FT Deep	1	LF	\$ 273.06
SWR-10	10' - 12' FT Deep	1	LF	\$ 341.32
SWR-11	12' - 16' FT Deep	1	LF	\$ 477.85
SWR-12	16' - 20' FT Deep	1	LF	\$ 614.38
Furnish & Install 10-Inch PVC - SDR 35 Sewer Main in Right of Way at a depth of:				
SWR-13	0' - 6' FT Deep	1	LF	\$ 218.44
SWR-14	6' - 8' FT Deep	1	LF	\$ 245.75
SWR-15	8' - 10' FT Deep	1	LF	\$ 341.32
SWR-16	10' - 12' FT Deep	1	LF	\$ 409.58
SWR-17	12' - 16' FT Deep	1	LF	\$ 477.85

ATTACHMENT "A"

**CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER
REPAIRS FOR EMERGENCY WORK**

ITEM	DESCRIPTION OF BID ITEM		UNIT	TOTAL
SWR-18	16' - 20' FT Deep	1	LF	\$ 614.38
	Furnish & Install 10-Inch PVC - SDR 35 Sewer Main in Utility Easement at a depth of:			
SWR-19	0' - 6' FT Deep	1	LF	\$ 218.44
SWR-20	6' - 8' FT Deep	1	LF	\$ 245.75
SWR-21	8' - 10' FT Deep	1	LF	\$ 341.32
SWR-22	10' - 12' FT Deep	1	LF	\$ 409.58
SWR-23	12' - 16' FT Deep	1	LF	\$ 477.85
SWR-24	16' - 20' FT Deep	1	LF	\$ 614.38
	Furnish & Install 12-Inch PVC - SDR 35 Sewer Main in Right of Way at a depth of:			
SWR-25	0' - 6' FT Deep	1	LF	\$ 245.75
SWR-26	6' - 8' FT Deep	1	LF	\$ 341.32
SWR-27	8' - 10' FT Deep	1	LF	\$ 409.58
SWR-28	10' - 12' FT Deep	1	LF	\$ 546.11
SWR-29	12' - 16' FT Deep	1	LF	\$ 682.64
SWR-30	16' - 20' FT Deep	1	LF	\$ 819.17
	Furnish & Install 12-Inch PVC - SDR 35 Sewer Main in Utility Easement at a depth of:			
SWR-31	0' - 6' FT Deep	1	LF	\$ 245.75
SWR-32	6' - 8' FT Deep	1	LF	\$ 341.32
SWR-33	8' - 10' FT Deep	1	LF	\$ 409.58
SWR-34	10' - 12' FT Deep	1	LF	\$ 546.11
SWR-35	12' - 16' FT Deep	1	LF	\$ 682.64
SWR-36	16' - 20' FT Deep	1	LF	\$ 819.17
	Furnish & Install 16-Inch PVC - SDR 35 Sewer Main in Right of Way at a depth of:			
SWR-37	0' - 6' FT Deep	1	LF	\$ 273.06
SWR-38	6' - 8' FT Deep	1	LF	\$ 409.58
SWR-39	8' - 10' FT Deep	1	LF	\$ 546.11
SWR-40	10' - 12' FT Deep	1	LF	\$ 682.64
SWR-41	12' - 16' FT Deep	1	LF	\$ 819.17
SWR-42	16' - 20' FT Deep	1	LF	\$ 955.70
	Furnish & Install 16-Inch PVC - SDR 35 Sewer Main in Utility Easement at a depth of:			
SWR-43	0' - 6' FT Deep	1	LF	\$ 273.06
SWR-44	6' - 8' FT Deep	1	LF	\$ 409.58
SWR-45	8' - 10' FT Deep	1	LF	\$ 546.11
SWR-46	10' - 12' FT Deep	1	LF	\$ 682.64
SWR-47	12' - 16' FT Deep	1	LF	\$ 819.17
SWR-48	16' - 20' FT Deep	1	LF	\$ 955.70
	Furnish & Install 20-Inch PVC - SDR 35 Sewer Main in Right of Way at a depth of:			
SWR-49	0' - 6' FT Deep	1	LF	\$ 341.32
SWR-50	6' - 8' FT Deep	1	LF	\$ 477.85
SWR-51	8' - 10' FT Deep	1	LF	\$ 614.38
SWR-52	10' - 12' FT Deep	1	LF	\$ 750.90
SWR-53	12' - 16' FT Deep	1	LF	\$ 887.43

ATTACHMENT "A"

**CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER
REPAIRS FOR EMERGENCY WORK**

ITEM	DESCRIPTION OF BID ITEM		UNIT	TOTAL
SWR-54	16' - 20' FT Deep	1	LF	\$ 1,023.96
	Furnish & Install 20-Inch PVC - SDR 35 Sewer Main in Utility Easement at a depth of:			
SWR-55	0' - 6' FT Deep	1	LF	\$ 341.32
SWR-56	6' - 8' FT Deep	1	LF	\$ 477.85
SWR-57	8' - 10' FT Deep	1	LF	\$ 614.38
SWR-58	10' - 12' FT Deep	1	LF	\$ 750.90
SWR-59	12' - 16' FT Deep	1	LF	\$ 887.43
SWR-60	16' - 20' FT Deep	1	LF	\$ 1,023.96
	Furnish & Install 24-Inch PVC - SDR 35 Sewer Main in Right of Way at a depth of:			
SWR-61	0' - 6' FT Deep	1	LF	\$ 409.58
SWR-62	6' - 8' FT Deep	1	LF	\$ 546.11
SWR-63	8' - 10' FT Deep	1	LF	\$ 682.64
SWR-64	10' - 12' FT Deep	1	LF	\$ 819.17
SWR-65	12' - 16' FT Deep	1	LF	\$ 955.70
SWR-66	16' - 20' FT Deep	1	LF	\$ 1,092.22
	Furnish & Install 24-Inch PVC - SDR 35 Sewer Main in Utility Easement at a depth of:			
SWR-67	0' - 6' FT Deep	1	LF	\$ 409.58
SWR-68	6' - 8' FT Deep	1	LF	\$ 546.11
SWR-69	8' - 10' FT Deep	1	LF	\$ 682.64
SWR-70	10' - 12' FT Deep	1	LF	\$ 819.17
SWR-71	12' - 16' FT Deep	1	LF	\$ 955.70
SWR-72	16' - 20' FT Deep	1	LF	\$ 1,092.22
	Furnish & Install C900/C905 Sewer Force Main in Right of Way at a depth of:			
SWR-73	4" PVC Force Main	1	LF	\$ 81.92
SWR-74	6" PVC Force Main	1	LF	\$ 88.74
SWR-75	8" PVC Force Main	1	LF	\$ 95.57
SWR-76	10" PVC Force Main	1	LF	\$ 116.05
SWR-77	12" PVC Force Main	1	LF	\$ 129.70
SWR-78	16" PVC Force Main	1	LF	\$ 184.31
SWR-79	20" PVC Force Main	1	LF	\$ 238.92
SWR-80	24" PVC Force Main	1	LF	\$ 409.58
SWR-81	36" PVC Force Main	1	LF	\$ 716.77
	Reconstruct Sanitary Sewer Lateral Clean-Out			
SWR-82	Reconstruct Sanitary Sewer 6" Lateral & Clean-out (single)	1	EA	\$ 3,822.78
SWR-83	Reconstruct Sanitary Sewer 6" Lateral & Clean-out (double)	1	EA	\$ 4,641.95
SWR-84	Epoxy Coated Ductile Iron Fittings for Wastewater Force Main with Accessories	1	TON	\$ 16,383.36
SWR-85	Additional Pipe Crew Hours for installation greater than 60" cover	1	HR	\$ 614.38
	Furnish & Install Mega-Lug Joint Restraint for PVC - C900/C905			
SWR-94	4" Mega-Lug Joint Restraint for PVC	1	EA	\$ 88.74
SWR-95	6" Mega-Lug Joint Restraint for PVC	1	EA	\$ 116.05
SWR-96	8" Mega-Lug Joint Restraint for PVC	1	EA	\$ 163.83

ATTACHMENT "A"

**CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER
REPAIRS FOR EMERGENCY WORK**

ITEM	DESCRIPTION OF BID ITEM		UNIT	TOTAL
SWR-97	10" Mega-Lug Joint Restraint for PVC	1	EA	\$ 204.79
SWR-98	12" Mega-Lug Joint Restraint for PVC	1	EA	\$ 341.32
SWR-99	14" Mega-Lug Joint Restraint for PVC	1	EA	\$ 477.85
SWR-100	16" Mega-Lug Joint Restraint for PVC	1	EA	\$ 682.64
SWR-101	20" Mega-Lug Joint Restraint for PVC	1		\$ 887.43
SWR-102	24" Mega-Lug Joint Restraint for PVC	1		\$ 1,092.22
SWR-103	36" Mega-Lug Joint Restraint for PVC		EA	\$ 2,457.50
	Furnish & Install Joint Restraint Gasket)			
SWR-104	4" Joint Restraint Gasket (Field Lok or Fast Grip)	1		\$ 116.05
SWR-105	6" Joint Restraint Gasket(Field Lok or Fast Grip)	1	EA	\$ 163.83
SWR-106	8" Joint Restraint Gasket(Field Lok or Fast Grip)	1	EA	\$ 218.44
SWR-107	10" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	\$ 273.06
SWR-108	12" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	\$ 341.32
SWR-109	14" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	\$ 409.58
SWR-110	16" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	\$ 614.38
SWR-111	20" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	\$ 682.64
SWR-112	24" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	\$ 1,092.22
SWR-113	30" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	\$ 1,228.75
SWR-114	36" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	\$ 1,638.34
	Furnish & Install Bell Joint Restraint for C900 PVC			
SWR-115	6" PVC Bell Joint Restraint	1	EA	\$ 409.58
SWR-116	8" PVC Bell Joint Restraint	1	EA	\$ 546.11
SWR-117	10" PVC Bell Joint Restraint	1	EA	\$ 614.38
SWR-118	12" PVC Bell Joint Restraint	1	EA	\$ 614.38
SWR-119	14" PVC Bell Joint Restraint	1	EA	\$ 614.38
SWR-120	16" PVC Bell Joint Restraint	1	EA	\$ 614.38
SWR-121	20" PVC Bell Joint Restraint	1	EA	\$ 1,023.96
SWR-122	24" PVC Bell Joint Restraint	1	EA	\$ 1,297.02
SWR-123	36" PVC Bell Joint Restraint	1	EA	\$ 3,822.78
	Furnish & Install Gate Valve & Valve Box			
SWR-124	4" Gate Valve & Valve Box	1	EA	\$ 1,365.28
SWR-125	6" Gate Valve & Valve Box	1	EA	\$ 1,638.34
SWR-126	8" Gate Valve & Valve Box	1	EA	\$ 2,184.45
SWR-127	10" Gate Valve & Valve Box	1	EA	\$ 3,276.67
SWR-128	12" Gate Valve & Valve Box	1	EA	\$ 3,822.78
SWR-129	16" Gate Valve & Valve Box	1	EA	\$ 9,283.90
SWR-130	20" Gate Valve & Valve Box	1	EA	\$ 19,113.92
SWR-131	24" Gate Valve & Valve Box	1	EA	\$ 26,622.96
SWR-132	36" Gate Valve & Valve Box	1	EA	\$ 46,419.52
	Furnish & Install Tapping Sleeve with Valve & Valve Box			
SWR-133	8"x4" Tapping Sleeve w/Valve & Valve Box	1	EA	\$ 5,461.12
SWR-134	8"x6" Tapping Sleeve w/Valve & Valve Box	1	EA	\$ 6,007.23
SWR-135	8"x8" Tapping Sleeve w/Valve & Valve Box	1	EA	\$ 6,553.34

ATTACHMENT "A"

**CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER
REPAIRS FOR EMERGENCY WORK**

ITEM	DESCRIPTION OF BID ITEM		UNIT	TOTAL
SWR-136	10"x8" Tapping Sleeve w/Valve & Valve Box	1	EA	\$ 7,372.51
SWR-137	12"x8" Tapping Sleeve w/Valve & Valve Box	1	EA	\$ 8,055.15
SWR-138	16" x 6" Tapping Sleeve w/Valve & Valve Box	1	EA	\$ 8,191.68
SWR-139	16" x 8" Tapping Sleeve w/Valve & Valve Box	1	EA	\$ 8,874.32
SWR-140	Wastewater Force Main 2" Air Release Valve w/Above Ground Cover	1	EA	\$ 6,143.76
SWR-141	Wastewater Force Main 2" Air Release Valve w/Manhole	1	EA	\$ 10,239.60
	Furnish & Install Insertion Valve with Valve Box			
SWR-142	4" Insertion Valve w/Valve Box	1	EA	\$ 11,604.88
SWR-143	8" Insertion Valve w/Valve Box	1	EA	\$ 13,652.80
SWR-144	10" Insertion Valve w/Valve Box	1	EA	\$ 16,383.36
SWR-145	12" Insertion Valve w/Valve Box	1	EA	\$ 30,036.16
	Furnish & Install Line Stop			
SWR-146	4" Line Stop	1	EA	\$ 5,188.06
SWR-147	8" Line Stop	1	EA	\$ 6,826.40
SWR-148	10" Line Stop	1	EA	\$ 8,874.32
SWR-149	12" Line Stop	1	EA	\$ 9,556.96
SWR-150	16" Line Stop	1	EA	\$ 13,652.80
SWR-151	20" Line Stop	1	EA	\$ 21,844.48
SWR-152	24" Line Stop	1	EA	\$ 34,132.00
SWR-153	36" Line Stop	1	EA	\$ 38,227.84
	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of:			
SWR-154	0' - 4' FT Deep	1	LF	\$ 9,283.90
SWR-155	4' - 6' FT Deep	1	LF	\$ 11,604.88
SWR-156	6' - 8' FT Deep	1	LF	\$ 16,110.30
SWR-157	8' - 10' FT Deep	1	LF	\$ 17,066.00
SWR-158	10' - 12' FT Deep	1	LF	\$ 25,257.68
SWR-159	12' - 14' FT Deep	1	LF	\$ 32,766.72
SWR-160	14' - 16' FT Deep	1	LF	\$ 51,880.64
SWR-161	16' - 20' FT Deep	1	LF	\$ 79,186.24
	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of:			
SWR-162	0' - 4' FT Deep	1	LF	\$ 9,283.90
SWR-163	4' - 6' FT Deep	1	LF	\$ 11,604.88
SWR-164	6' - 8' FT Deep	1	LF	\$ 16,110.30
SWR-165	8' - 10' FT Deep	1	LF	\$ 17,066.00
SWR-166	10' - 12' Feet Deep	1	LF	\$ 25,257.68
SWR-167	12' - 14' FT Deep	1	LF	\$ 32,766.72
SWR-168	14' - 16' FT Deep	1	LF	\$ 51,880.64
SWR-169	16' - 20' FT Deep	1	LF	\$ 79,186.24
**WATER MAIN AND RECLAIMED WATER MAIN				

ATTACHMENT "A"

**CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER
REPAIRS FOR EMERGENCY WORK**

ITEM	DESCRIPTION OF BID ITEM		UNIT	TOTAL
**Prices Quoted in the Water Main Section are Interchangeable with Reuse Water Lines and Raw Water Lines as needed				
	Furnish & Install PVC - C900/C905 Water Main in Right of Way :			
WTR-1	4" PVC Water Main in Utility ROW	1	LF	\$ 68.26
WTR-2	6" PVC Water Main in Utility ROW	1	LF	\$ 81.92
WTR-3	8" PVC Water Main in Utility ROW	1	LF	\$ 88.74
WTR-4	10" PVC Water Main in Utility ROW	1	LF	\$ 102.40
WTR-5	12" PVC Water Main in Utility ROW	1	LF	\$ 109.22
WTR-6	14" PVC Water Main in Utility ROW	1	LF	\$ 122.88
WTR-7	16" PVC Water Main in Utility ROW	1	LF	\$ 163.83
WTR-8	20" PVC Water Main in Utility ROW	1	LF	\$ 204.79
WTR-9	24" PVC Water Main in Utility ROW	1	LF	\$ 245.75
WTR-10	30" PVC Water Main in Utility ROW	1	LF	\$ 375.45
WTR-11	36" PVC Water Main in Utility ROW	1	LF	\$ 477.85
WTR-12	Additional Pipe Crew Hours for installation greater than 60" cover	1	HR	\$ 614.38
	Furnish & Install Cement Lined Ductile Iron Pipe Main in Right of Way :			
WTR-13	6" Ductile Iron Pipe Water Main in Utility ROW	1	LF	\$ 68.26
WTR-14	8" Ductile Iron Pipe Water Main in Utility ROW	1	LF	\$ 109.22
WTR-15	10" Ductile Iron Pipe Water Main in Utility ROW	1	LF	\$ 116.05
WTR-16	12" Ductile Iron Pipe Water Main in Utility ROW	1	LF	\$ 136.53
WTR-17	16" Ductile Iron Pipe Water Main in Utility ROW	1	LF	\$ 184.31
WTR-18	20" Ductile Iron Pipe Water Main in Utility ROW	1	LF	\$ 238.92
WTR-19	24" Ductile Iron Pipe Water Main in Utility ROW	1	LF	\$ 273.06
WTR-20	30" Ductile Iron Pipe Water Main in Utility ROW	1	LF	\$ 409.58
WTR-21	36" Ductile Iron Pipe Water Main in Utility ROW	1	LF	\$ 546.11
WTR-22	Additional Pipe Crew Hours for installation greater than 60" cover	1	HR	\$ 614.38
WTR-23	Ductile Iron Fittings for Water Main with Accessories	1	TON	\$ 16,383.36
	Furnish & Install Mega-Lug Joint Restraint for DIP			
WTR-24	4" Mega-Lug Joint Restraint for DIP	1	EA	\$ 88.74
WTR-25	6" Mega-Lug Joint Restraint for DIP	1	EA	\$ 102.40
WTR-26	8" Mega-Lug Joint Restraint for DIP	1	EA	\$ 116.05
WTR-27	10" Mega-Lug Joint Restraint for DIP	1	EA	\$ 163.83
WTR-28	12" Mega-Lug Joint Restraint for DIP	1	EA	\$ 204.79
WTR-29	16" Mega-Lug Joint Restraint for DIP	1	EA	\$ 341.32
WTR-30	24" Mega-Lug Joint Restraint for DIP	1	EA	\$ 682.64
WTR-31	30" Mega-Lug Joint Restraint for DIP	1	EA	\$ 1,774.86
WTR-32	36" Mega-Lug Joint Restraint for DIP	1	EA	\$ 2,457.50
	Furnish & Install Joint Restraint Gasket			
WTR-33	6" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	\$ 116.05
WTR-34	8" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	\$ 163.83
WTR-35	10" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	\$ 218.44
WTR-36	12" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	\$ 273.06

ATTACHMENT "A"

**CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER
REPAIRS FOR EMERGENCY WORK**

ITEM	DESCRIPTION OF BID ITEM		UNIT	TOTAL
WTR-37	16" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	\$ 614.38
WTR-38	20" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	\$ 682.64
WTR-39	24" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	\$ 1,092.22
WTR-40	30" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	\$ 1,228.75
WTR-41	36" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	\$ 1,638.34
	Furnish & Install Gate Valve & Valve Box			
WTR-42	4" Gate Valve & Valve Box	1	EA	\$ 1,365.28
WTR-43	6" Gate Valve & Valve Box	1	EA	\$ 1,638.34
WTR-44	8" Gate Valve & Valve Box	1	EA	\$ 2,184.45
WTR-45	10" Gate Valve & Valve Box	1	EA	\$ 3,276.67
WTR-46	12" Gate Valve & Valve Box	1	EA	\$ 3,822.78
WTR-47	14" Gate Valve & Valve Box	1	EA	\$ 8,874.32
WTR-48	16" Gate Valve & Valve Box	1	EA	\$ 9,283.90
WTR-49	20" Gate Valve & Valve Box	1	EA	\$ 19,113.92
WTR-50	24" Gate Valve & Valve Box	1	EA	\$ 26,622.96
	Furnish & Install Butterfly Valve & Valve Box			
WTR-66	30" Butterfly Valve & Valve Box	1	EA	\$ 19,113.92
WTR-67	36" Butterfly Valve & Valve Box	1	EA	\$ 34,132.00
	Furnish & Install Tapping Sleeve with Valve & Valve Box			
WTR-68	6"x4" Tapping Sleeve w/Valve & Valve Box	1	EA	\$ 5,188.06
WTR-69	6"x6" Tapping Sleeve w/Valve & Valve Box	1	EA	\$ 5,734.18
WTR-70	8"x6" Tapping Sleeve w/Valve & Valve Box	1	EA	\$ 6,007.23
WTR-71	8"x8" Tapping Sleeve w/Valve & Valve Box	1	EA	\$ 6,553.34
WTR-72	10"x6" Tapping Sleeve w/Valve & Valve Box	1	EA	\$ 7,372.51
WTR-73	10"x8" Tapping Sleeve w/Valve & Valve Box	1	EA	\$ 7,918.62
WTR-74	10"x10" Tapping Sleeve w/Valve & Valve Box	1	EA	\$ 8,055.15
WTR-75	12" x 6" Tapping Sleeve w/Valve & Valve Box	1	EA	\$ 7,372.51
WTR-76	12" x 8" Tapping Sleeve w/Valve & Valve Box	1	EA	\$ 8,055.15
WTR-77	12" x 10" Tapping Sleeve w/Valve & Valve Box	1	EA	\$ 9,556.96
WTR-78	12" x 12" Tapping Sleeve w/Valve & Valve Box	1	EA	\$ 12,287.52
WTR-79	16" x 8" Tapping Sleeve w/Valve & Valve Box	1	EA	\$ 8,874.32
WTR-80	20" x 6" Tapping Sleeve w/Valve & Valve Box	1	EA	\$ 11,604.88
WTR-81	20" x 8" Tapping Sleeve w/Valve & Valve Box	1	EA	\$ 12,287.52
WTR-82	20" x 10" Tapping Sleeve w/Valve & Valve Box	1	EA	\$ 13,652.80
WTR-83	20" x 16" Tapping Sleeve w/Valve & Valve Box	1	EA	\$ 34,132.00
WTR-84	24" x 20" Tapping Sleeve w/Valve & Valve Box	1	EA	\$ 57,341.76
	Furnish & Install Line Stop			
WTR-85	4" Line Stop	1	EA	\$ 5,188.06
WTR-87	6" Line Stop	1	EA	\$ 6,143.76
WTR-88	8" Line Stop	1	EA	\$ 7,372.51
WTR-89	10" Line Stop	1	EA	\$ 9,283.90
WTR-90	16" Line Stop	1	EA	\$ 14,745.02
WTR-91	20" Line Stop	1	EA	\$ 22,527.12

ATTACHMENT "A"

**CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER
REPAIRS FOR EMERGENCY WORK**

ITEM	DESCRIPTION OF BID ITEM		UNIT	TOTAL
WTR-92	24" Line Stop	1	EA	\$ 38,227.84
WTR-93	36" Line Stop	1	EA	\$ 62,802.88
	Fire Hydrants			
WTR-94	Fire Hydrant Assembly (42" Burial) w/elbow for Anchor Tee, Gate Valve & 6" DIP	1	EA	\$ 7,099.46
WTR-95	Fire Hydrant Assembly (42" Burial) w/6" Gate Valve & 6" DIP	1	EA	\$ 6,826.40
WTR-96	Remove & Replace Fire Hydrant Assembly (36" burial)	1	EA	\$ 8,191.68
WTR-97	Remove & Replace Fire Hydrant Assembly (42" burial)	1	EA	\$ 8,191.68
WTR-98	Remove & Replace Fire Hydrant Assembly (54" burial)	1	EA	\$ 8,191.68
WTR-99	Fire Hydrant Extensions	1	EA	\$ 1,160.49
WTR-100	Bollards for Fire Hydrant	1	EA	\$ 614.38
WTR-101	Sample Points w/double strap saddle & corp stop	1	EA	\$ 1,023.96
WTR-102	Sample Points on Fire Hydrants	1	EA	\$ 682.64
WTR-103	2" Blowoff piping with box	1	EA	\$ 2,047.92
WTR-104	Water Main 1" Air Release Valve w/ above grade cover	1	EA	\$ 6,143.76
WTR-110	6" to 12" Dia. Connection to existing Water Main (Joint Restraint for existing pipe is not included)	1	EA	\$ 4,641.95
WTR-111	16" to 24" Dia. Connection to existing water main (joint restraint for existing pipe is not included)	1	EA	\$ 7,372.51
WTR-112	30" Dia. Connection to existing water main (Joint restraint for existing pipe is not included)	1	EA	\$ 10,239.60
WTR-113	36"Dia. Connection to existing water main (joint restraint for existing pipe is not included)	1	EA	\$ 16,383.36
STORM WATER				
	Furnish & Install 18-Inch RCP Storm Water Main at a depth of:			
STM-1	0' - 6' Ft. deep	1	LF	\$ 81.92
STM-2	6' - 8' Ft. deep	1	LF	\$ 109.22
	Furnish & Install 24-Inch RCP Storm Water Main at depth of:			
STM-5	0' - 6' Ft. deep	1	LF	\$ 136.53
STM-6	6' - 8' Ft. deep	1	LF	\$ 197.97
	Furnish & Install 36-Inch RCP Storm Water Main at a depth of:			
STM-9	0' - 6' Ft. deep	1	LF	\$ 252.58
STM-10	6' - 8' Ft. deep	1	LF	\$ 477.85
STM-11	8' - 10' Ft. deep	1	LF	\$ 682.64
	Furnish & Install 42-Inch RCP Storm Water Main at a depth of:			
STM-15	0' - 8' Ft. deep	1	LF	\$ 327.67
STM-16	8' - 10' Ft. deep	1	LF	\$ 546.11
STM-17	10' - 12' Ft. deep	1	LF	\$ 750.90
	Furnish & Install 60-Inch RCP Storm Water Main at a depth of:			
STM-21	0' - 8' Ft. deep	1	LF	\$ 409.58
STM-22	8' - 10' Ft. deep	1	LF	\$ 819.17
STM-23	10' - 12' Ft. deep	1	LF	\$ 1,092.22
	Furnish & Install 72-Inch RCP Storm Water Main at a depth of:			

ATTACHMENT "A"

**CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER
REPAIRS FOR EMERGENCY WORK**

ITEM	DESCRIPTION OF BID ITEM		UNIT	TOTAL
STM-26	0' - 10' Ft. deep	1	LF	\$ 614.38
STM-27	10' - 12' Ft. deep	1	LF	\$ 955.70
STM-28	12' - 15' Ft deep	1	LF	\$ 1,228.75
	Furnish & Install 84-Inch RCP Storm Water Main at a depth of:			
STM-31	0' - 10' Ft. deep	1	LF	\$ 682.64
STM-32	10' - 12' Ft. deep	1	LF	\$ 1,092.22
STM-33	12' - 15' Ft deep	1	LF	\$ 1,228.75
	Furnish & Install 38-Inch x 60-Inch RCP Elliptical Storm Water Main at a depth of:			
STM-34	0' - 6.5' Ft. deep	1	LF	\$ 300.36
STM-35	6.5' - 8' Ft. deep	1	LF	\$ 436.89
STM-36	8' - 10' Ft. deep	1	LF	\$ 614.38
STM-37	10' - 12' Ft. deep	1	LF	\$ 682.64
	Furnish & Install 48-Inch x 76-Inch RCP Elliptical Storm Water Main at a depth of:			
STM-38	0' - 7' Ft. deep	1	LF	\$ 409.58
STM-39	7' - 10' Ft. deep	1	LF	\$ 819.17
STM-40	10' - 12' Ft. deep	1	LF	\$ 1,092.22
	Furnish & Install 58-Inch x 91-Inch RCP Elliptical Storm Water Main at a depth of:			
STM-41	0' - 8' Ft. deep	1	LF	\$ 614.38
STM-42	8' - 10' Ft. deep	1	LF	\$ 955.70
STM-43	10' - 12' Ft. deep	1	LF	\$ 1,228.75
	Furnish & Install 68-Inch x 106-Inch RCP Elliptical Storm Water Main at a depth of:			
STM-45	0' - 10' Ft. deep	1	LF	\$ 682.64
STM-46	10' - 12' Ft. deep	1	LF	\$ 1,092.22
STM-47	12' - 15' Ft deep	1	LF	\$ 1,228.75
	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to			
STM-48	0' - 4' Ft. deep	1	EA	\$ 6,143.76
STM-49	4' - 6' Ft. deep	1	EA	\$ 8,874.32
STM-50	6' - 8' Ft. deep	1	EA	\$ 11,604.88
STM-51	8' - 10' Ft. deep	1	EA	\$ 17,066.00
STM-52	10' - 12' Ft. deep	1	EA	\$ 20,479.20
	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to			
STM-53	0' - 4' Ft. deep	1	EA	\$ 7,509.04
STM-54	4' - 6' Ft. deep	1	EA	\$ 10,239.60
STM-55	6' - 8' Ft. deep	1	EA	\$ 12,970.16
STM-56	8' - 10' Ft. deep	1	EA	\$ 17,748.64
STM-57	10' - 12' Ft. deep	1	EA	\$ 21,844.48
	Furnish & Install new FDOT approved Standard Precast Concrete 48" "C" Inlet Structure			
STM-58	Standard Precast Concrete 48" "C" Inlet Structure w/frame and grate at a depth of:			
STM-59	0' - 7' Ft. deep	1	EA	\$ 7,918.62
STM-60	7' - 10' Ft. deep	1	EA	\$ 10,239.60
STM-61	10' - 12' Ft. deep	1	EA	\$ 12,287.52
STM-62	Furnish & Install new FDOT approved Standard Precast Concrete 48" "E" Inlet Structure			

ATTACHMENT "A"

**CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER
REPAIRS FOR EMERGENCY WORK**

ITEM	DESCRIPTION OF BID ITEM		UNIT	TOTAL
STM-63	Standard Precast Concrete 48" "E" Inlet Structure w/frame and grate at a depth of:			
STM-64	0' - 7' Ft. deep	1	EA	\$ 7,509.04
STM-65	7' - 10' Ft. deep	1	EA	\$ 8,874.32
STM-66	10' - 12' Ft. deep	1	EA	\$ 11,604.88
STM-67	Optional Pollution Control Device	1	EA	\$ 1,365.28
STM-68	Furnish & Install new FDOT approved Standard Precast Concrete 48" "J" Inlet Structure			
STM-69	Standard Precast Concrete 48" "J" Inlet Structure w/frame and grate at a depth of:			
STM-70	0' - 7' Ft. deep	1	EA	\$ 10,649.18
STM-71	7' - 10' Ft. deep	1	EA	\$ 14,745.02
STM-72	10' - 12' Ft. deep	1	EA	\$ 20,479.20
STM-73	Furnish & Install new FDOT approved Standard Precast Concrete 5'x5' Junction Box			
STM-74	5'x5' Junction Box	1	EA	\$ 20,479.20
STM-75	Furnish & Install new FDOT approved Standard Precast Concrete 10'x10' Junction Box			
STM-76	10x10 junction box	1	EA	\$ 43,688.96
STM-77	Furnish & Install Fabric Formed Revetment			
STM-78	8" Filter Point	1	SF	\$ 20.48
STM-79	10" Filter Point	1	SF	\$ 27.31
STM-80	8-oz NW Geotech	1	SF	\$ 10.92
STM-81	10-oz NW Geotech	1	SF	\$ 16.38
STM-82	12-oz NW Geotech	1	SF	\$ 20.48
RESTORATION				
R-1	Removal and disposal of 6" thick concrete	1	SF	\$ 2.73
R-2	Furnish & Install 4" Concrete	1	SF	\$ 6.83
R-3	Furnish & Install 6" Concrete Sidewalk	1	SF	\$ 8.19
R-4	Furnish & Install ADA compliant detectable surface	1	EA	\$ 2,457.50
R-5	Furnish & Install FDOT Type "D" Curb - by hand	1	LF	\$ 61.44
R-6	Furnish & Install FDOT Type "D" Curb - by machine	1	LF	\$ 47.78
R-7	Furnish & Install FDOT Type "F" Curb - by hand	1	LF	\$ 61.44
R-8	Furnish & Install FDOT Type "F" Curb - by machine	1	LF	\$ 47.78
R-9	Furnish & Install FDOT Valley Gutter - by hand	1	LF	\$ 61.44
R-10	Furnish & Install FDOT Valley Gutter - by machine	1	LF	\$ 47.78
R-11	Furnish & Install Bahia Sod - up to 1000 SF	1	SF	\$ 2.73
R-12	Furnish & Install Bahia Sod - over 1000 SF	1	SF	\$ 1.37
R-13	Furnish & Install Floratam Sod - up to 1000 SF	1	SF	\$ 4.10
R-14	Furnish & Install Floratam Sod - over 1000 SF	1	SF	\$ 2.73
R-15	Furnish & Install FDOT seed & mulch mix	1	SY	\$ 6.83
R-16	Furnish Operator, Water Truck and Irrigate Sod or Seed Mix	1	HR	\$ 273.06
R-17	Removal and Disposal of Existing Asphalt Pavement	1	SY	\$ 6.83
R-18	Mill Existing Pavement (3/4" - 1" avg)	1	SY	\$ 47.78
R-19	Furnish and Install Asphalt Overlay, SP 9.5 (3/4" - 1" avg)	1	SY	\$ 34.13
R-22	Furnish and Install 1-1/2" SP-12.5 Asphalt First Course in FDOT/County/City Right of Way	1	SY	\$ 47.78

ATTACHMENT "A"

**CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER
REPAIRS FOR EMERGENCY WORK**

ITEM	DESCRIPTION OF BID ITEM		UNIT	TOTAL
R-23	Furnish and Install 1" Type FC-9.5 Asphalt Surface Course in FDOT/County/City Right of Way	1	SY	\$ 61.44
R-24	FDOT Flowable Fill (Excavatable)	1	CY	\$ 252.58
R-25	Leak Repairs (structures) - Grouting	1	GAL	\$ 47.78
R-26	Abandoned Pipeline Grouting	1	CY	\$ 409.58
R-27	6" Limerock/ Crushed Concrete Base, primed	1	SY	\$ 24.58
R-28	8" Limerock/ Crushed Concrete Base, primed	1	SY	\$ 32.77
R-29	12" Compacted Subgrade, 98% T-180	1	SY	\$ 10.92
R-30	Adjust manhole ring and cover to grade	1	EA	\$ 1,092.22
R-31	Adjust valve box to grade	1	EA	\$ 682.64
R-32	Brick paver remove/replace (1 1/2" sand, 6" limerock base, 12" compacted subgrade)	1	SF	\$ 34.13
BY-PASS PUMP SET UP WITH BY-PASS PUMPING				
BP-1	Bypass 8" Sewer Set Up	1	EA	\$ 682.64
BP-2	Bypass 10" to 12" Sewer Setup	1	EA	\$ 1,365.28
BP-3	Bypass 15" to 18" Sewer Setup	1	EA	\$ 2,730.56
BP-4	Bypass 24" Sewer Setup	1	EA	\$ 4,641.95
BP-5	Bypass 4" Pump Including Monitoring	1	DAY	\$ 614.38
BP-6	Bypass 6" Pump Including Monitoring	1	DAY	\$ 1,160.49
BP-7	Bypass 8" Pump Including Monitoring	1	DAY	\$ 2,457.50
BP-8	Bypass10" Pump Including Monitoring	1	DAY	\$ 3,276.67
WELL POINT SYSTEM AND DE-WATERING				
WP-1	Well Point system up to 100 points complete with pump and jetting equipment, and Monitoring	1	DAY	\$ 4,200.00
WP-2	Well Point system with more than 150 points complete with pump and jetting equipment, and Monitoring	1	DAY	\$ 6,000.00
IMPORTED BACKFILL & REMOVAL OF IN-SITU MATERIAL				
BF-1	Removal & Disposal of unsuitable in-situ material/soil	1	CY	\$ 35.00
BF-2	Imported Backfill & Compaction	1	CY	\$ 45.00
	TOTAL			\$ 1,966,304.98
Emergency Mobilization/Demobilization Costs for Utility Easement Repairs		5% of Each Work Order		
Emergency Mobilization/Demobilization Costs for Right of Way repairs		5% of Each Work Order		
Emergency Maintenance of Traffic (MOT)		1% of Each Work Order		
Maintenance of Traffic (MOT)				
The compensation for MOT shall be one percent (1%) for each work order. This item will be automatically added to each work order by the City and does not				

ATTACHMENT "A"

**CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER
REPAIRS FOR EMERGENCY WORK**

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	require a bid price by the contractor. This pay item is intended as a lump sum compensation to the contractor for the maintenance of traffic set up in accordance with the latest FDOT and City of Melbourne requirements for the life of the project.		
	Mobilization		
	The compensation for Mobilization shall be five percent (5%) for each work order. This item will be automatically added to each work order by the City and does not require a bid price by the contractor.		
BIDDER SIGNATURE		DATE	

ADDENDUM NO. 1

CITY OF MELBOURNE, FLORIDA CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER REPAIRS FOR EMERGENCY WORK AUGUST 19, 2025

Contractors submitting a bid for the above-referenced project shall take note of the following changes, additions, deletions, clarifications, etc., to the Plans and Specifications which in accordance with the Contract Documents shall become a part of and have precedence over anything shown or described otherwise.

NOTE: Bidders must acknowledge Receipt of Addendum form of the bid documents.

The bid due date be extended to August 29, 2025 at 3:00 PM.

Questions/**Answers:**

1. Will more than one contractor be awarded?
One primary and one secondary contractor will be awarded, at the City's discretion.
2. Will there be renewals to the contract?
Yes, the contract will be one year with 4 optional 1-year renewals.
3. Will price adjustments be allowable based on CPI, tariffs and other escalation factors?
Price adjustment approvals will be determined at the time of optional renewal.

Clarification No. 1
City of Melbourne, Florida
CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER
REPAIRS FOR EMERGENCY WORK
ITB-WS25-0-2025/KB
August 12, 2025

The due date of the bid is August 22, 2025 at 3:00 PM.

DIVISION “D”

CONSTRUCTION AGREEMENT & PAYMENT & PERFORMANCE BOND



DIVISION "D"

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT made and entered into on the _____ day of _____, 20____, by and between, _____, herein called Contractor, and CITY OF MELBOURNE, herein called City,

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the City as follows:

1. The contract sum, subject to adjustment as provided herein, is \$_____.
2. This Agreement includes, but is not limited to, the following Contract Documents: (Mark "X" where applicable)
 - ☒ Division "A": Invitation to Bid
 - ☒ Division "B": Instructions to Bidders
 - ☒ Division "C": Bid Form
 - ☒ Division "D": Construction Agreement
 - ☒ Division "E": General Conditions
 - ☒ Division "F": Technical Plans and/or Drawings
 - ☒ Division "G": Federal and State Provisions (select applicable provisions)
 - ☐ Division "G": Federal and State Provisions – LAP Project (including Exhibit G-1 Specifications Package, Exhibit G-2 FHWA-1273 and Exhibit G-3 Title VI Assurances)
 - ☐ Division "G": Federal and State Provisions – ARPA Funded Project
 - ☐ Division "G": Federal and State Provisions – CDBG Project
 - ☒ Division "G": Federal and State Provisions – Other- Federal Provisions-FEMA
 - ☐ Division "H": Special Conditions

In the event of conflict between the Contract Documents, the following priority is established: (1) Construction Agreement executed by the Contractor and the City; (2) Special Conditions; (3) Federal and State Provisions, if any; (4) General Conditions; (5) Technical Specifications and Plans; (6) City's Invitation to Bid (and instructions to bidders), with supporting addenda; and (7) Contractor's bid but only to the extent responsive to City's invitation to bid.

3. That the Contractor shall furnish all materials and equipment and perform all of the work in the manner and to the full extent set forth in the Plans, Drawings and Specifications prepared for the City of Melbourne, Florida, for this project, and all other Contract Documents relative thereto, including among others the following: Invitation to

Bid, Instructions to Bidders, Bid Form, Construction Agreement, Combination Performance and Payment Contract Bond, General Conditions, Plans and/or Drawings, Technical Specifications, Special Conditions, Federal and State Provisions (if applicable), and all addenda, if any, now or hereafter issued, all of which are made a part of this Agreement as completely as if set forth herein. The materials and the manner and extent of the work shall be to the satisfaction of the City or its duly authorized representative, who shall at all times have full opportunity to inspect the materials and the work to be done under this Agreement.

4. That the Contractor shall commence the work to be performed under this Construction Agreement on a date to be specified in a written order of the City and reach Substantial Completion of the project within _____ (____) consecutive calendar days from said date. The Contractor must reach Final Completion within thirty-five (35) consecutive calendar days of Contractor's Substantial Completion as determined by the City and upon receipt of the Completion List from the City.

5. Partial payments, final payment and the final retainage payment will be made by the City in accordance with the specifications set forth in General Condition 32 of the project specifications and the Florida Prompt Payment Act, unless Federal or State funding payment provisions differ, and are applicable, in which event the Federal or State funding payment provisions shall prevail.

6. Time is of the essence for this Contract and the work to be performed hereunder.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in four counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

WITNESSES:

_____	Contractor_____
Printed Name	Address_____
_____	_____
Signature	By:_____ (Seal)
_____	_____
Printed Name	Title

Signature	

CITY OF MELBOURNE, FLORIDA

City Manager

ATTEST:

City Clerk (Seal)

**PAYMENT BOND
CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER REPAIRS
FOR EMERGENCY & NON-EMERGENCY WORK PROJECT**

Certified Copy of Recorded Bond/FS 255.05(1)(b): Contractor must provide the City with a certified copy of the bond BEFORE commencing work or recommencing work. The City of Melbourne, as a public entity, ***shall not*** make payment to the contractor until the contractor has complied with this paragraph.

BOND NO. _____

STATE OF FLORIDA
COUNTY OF _____

ALL MEN BY THESE PRESENTS: That we, _____,
_____, as Principal (hereinafter called "Contractor")
and _____ as
Surety (hereinafter called "Surety") are held and firmly bound unto CITY OF
MELBOURNE, as Obligee (hereinafter called "City"), in the amount of _____
Dollars (\$_____) for the payment of which we bind ourselves, our
heirs, personal representatives, successors and assigns, jointly and severally, firmly by
these presents.

All notices and communications required to be given hereunder shall be in writing
and shall be sent by certified—United States Mail, postage pre-paid, addressed as follows:

OWNER: City of Melbourne, Attention: City Engineer, 900 East Strawbridge Avenue
Melbourne, Florida 32901 (321) 608-7300

CONTRACTOR: _____
[Business Name and Street Address]

[City, State, Zip Code, and Telephone Number w/Area Code]

SURETY: _____
[Business Name and Street Address]

[City, State, Zip Code, and Telephone Number w/Area Code]

PROJECT: _____
Melbourne, Florida

Any party hereto may change its address by notifying the other parties in writing of
such changes.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 20____, entered into a contract with City for certain construction work, a copy of which said contract is incorporated herein by reference and is made part hereof as fully as if copied herein (hereinafter called the "Contract").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Contractor shall promptly make payment to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies used directly or indirectly by Contractor in the prosecution of the work provided in the Contract; and pays City all losses, damages, expenses, costs and attorneys fees, including appellate proceedings, that City sustains because of default by Contractor under the Contract; and shall perform all other covenants and obligations of this bond as set forth below, then this bond shall be void, otherwise, it shall remain in full force and effect.

1. The undersigned covenants and agrees that no changes, in or under the Contract documents (including 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) and compliance or non-compliance with any formalities connected with the Contract or the changes, shall in any way affect Surety's obligation under this bond, and Surety does hereby expressly waive notice of any such changes, compliance or non-compliance.

2. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

3. If this bond is guaranteed by the SBA, the undersigned shall provide the City a copy of the approved 990 form.

Signed and sealed this _____ day of _____,
20_____.

WITNESS: (PRINCIPAL)/Contractor

[Signature] (SEAL)

[Printed Name/Title]

WITNESS: (SURETY)

[Signature] (SEAL)

[Printed Name/Title]

COUNTERSIGNED _____

Title

END OF SECTION

**PERFORMANCE BOND
CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER REPAIRS
FOR EMERGENCY & NON-EMERGENCY WORK**

Certified Copy of Recorded Bond/FS 255.05(1)(b): Contractor must provide the City with a certified copy of the bond BEFORE commencing work or recommencing work. The City of Melbourne, as a public entity, ***shall not*** make payment to the contractor until the contractor has complied with this paragraph.

BOND NO. _____

STATE OF FLORIDA
COUNTY OF _____

ALL MEN BY THESE PRESENTS: That we, _____,
_____, as Principal (hereinafter called "Contractor")
and _____ as
Surety (hereinafter called "Surety") are held and firmly bound unto CITY OF
MELBOURNE, as Obligee (hereinafter called "City"), in the amount of _____
Dollars (\$_____) for the payment of which we bind ourselves, our
heirs, personal representatives, successors and assigns, jointly and severally, firmly by
these presents.

All notices and communications required to be given hereunder shall be in writing
and shall be sent by certified—United States Mail, postage pre-paid, addressed as follows:

OWNER: City of Melbourne, Attention: City Engineer, 900 East Strawbridge Avenue
Melbourne, Florida 32901 (321) 608-7300

CONTRACTOR: _____
[Business Name and Street Address]

[City, State, Zip Code, and Telephone Number w/Area Code]

SURETY: _____
[Business Name and Street Address]

[City, State, Zip Code, and Telephone Number w/Area Code]

PROJECT: _____
Melbourne, Florida

Any party hereto may change its address by notifying the other parties in writing of
such changes.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 20_____, entered into a contract with City for certain construction work, a copy of which said contract is incorporated herein by reference and is made part hereof as fully as if copied herein (hereinafter called the "Contract").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Contractor shall fully, promptly and faithfully perform said contract and all obligations thereunder, including all obligations imposed by the Contract Documents, which may include, but are not limited to, the Plans, Drawings Specifications, Invitation to Bid, Instructions to Bidders, Bid Form, Construction Agreement, Bonds, General Conditions, Federal and State Specifications (if applicable), Special Conditions, Technical Specifications, and all addenda, if any, now or hereafter issued, all of which are made a part of this Agreement as completely as if set forth herein. and such alterations thereof as may be made as provided for therein) and shall promptly make payment to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies used directly or indirectly by Contractor in the prosecution of the work provided in the Contract; and pays City all losses, damages, expenses, costs and attorneys fees, including appellate proceedings, that City sustains because of default by Contractor under the Contract; performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and shall perform all other covenants and obligations of this bond as set forth below, then this bond shall be void, otherwise, it shall remain in full force and effect.

1. The undersigned shall indemnify and save harmless said City against and from all costs, expenses and damages, including litigation costs and attorneys' fees arising out of, or in connection with the neglect, default or want of care or skill, including patent infringement on the part of said Contractor, his agents, servants or employees in the execution or performance of said Contract; and shall indemnify and save harmless said City from all suits and acts of every nature and description arising out of the work to be performed under the Contract or of any material or materials used upon the work.

2. The undersigned agree to promptly pay to the City any difference between the sum to which the Contractor should be entitled on the completion of the Contract, and the sum which the City may be obligated to pay for the completion of said work by contract or otherwise, including all losses, expenses, costs, attorneys' fees, appellate court proceedings and damages (including, but not limited to, delay damages, direct or indirect damages, or consequential damages), which the City may sustain by reason of the failure of the Contractor to properly and promptly perform and abide by all of the terms, conditions, provisions and specifications of said Contract.

3. The undersigned covenants and agrees that no changes, in or under the Contract Documents (including 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) and compliance or non-compliance with any formalities connected with the Contract or the changes, shall in any way affect Surety's obligation under this bond, and Surety does hereby expressly waive notice of any such changes, compliance or non-compliance.

4. If this bond is guaranteed by the SBA, the undersigned shall provide the City a copy of the approved 990 form.

Signed and sealed this _____ day of _____,
20____.

WITNESS:

(PRINCIPAL)/Contractor

_____(SEAL)
[Signature]

[Printed Name/Title]

WITNESS:

(SURETY)

_____(SEAL)
[Signature]

[Printed Name/Title]

COUNTERSIGNED _____

Title

END OF SECTION



**Melbourne City Council
October 14, 2025
City Manager's Item Report**

Department:	Financial Services
Presenter:	Ross McGinn
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.u.

Subject:

A resolution providing for solid waste service rates as authorized by Section 48-53 of the City Code.

Background/Consideration:

The City of Melbourne entered into a seven-year franchise agreement with Waste Management, Inc. that began on January 1, 2022 and provides a mutually agreed three-year renewal option. Articles 16.3.1 and 16.3.2 of the agreement provides for an annual rate adjustment for residential and commercial services to be limited to the lower of the percentage increase of the Consumer Price Index (CPI) or 3% beginning January 1, 2023 and every year thereafter. Entering the fifth year of this contract, staff reviewed Waste Management's supporting calculations for the rate adjustment of 2.67% proposed for January 1, 2026 and found them to be congruent with the language in the agreement. The proposed rates and associated increases for each service can be found attached to this item report.

As required by City Code Section 48-53(d), the rates for service shall be adopted from time to time by resolution of the City Council. Resolution No. 4384 will amend Resolution No. 4230, which established the current rate structure and be effective beginning January 1, 2026.

Fiscal/Budget Impact:

Under Article 15 of the franchise agreement, the City receives 10% of gross revenues collected for all residential and commercial solid waste services. Based upon the budgeted amounts for FY 2025, a 2.67% increase to solid waste rates would result in approximately \$29,000 per year in additional franchise fee revenues in the General Fund.

In addition to the franchise fee revenues, Article 16.1.4 allows a billing fee for each bill the City sends to a residential customer, which is also subject to the CPI adjustment. A 2.67% increase to the billing fee will result in approximately \$10,000 per year in additional billing fee revenues in the Water and Sewer Fund.

Requested Action:

Approval of Resolution No. 4384.



July 28, 2025

Ms. Jenni Lamb
City Manager
City of Melbourne
900 E Strawbridge Ave
Melbourne, FL 32901

Dear Ms. Lamb:

Thank you for the opportunity to provide solid waste collection services to the City of Melbourne.

In accordance with the contractual agreement granted to Harris Sanitation, Inc./Waste Management Inc. of Florida, please accept this notice for the annual rate adjustment to reflect changes in the cost of doing business.

Latest data reflected in the Consumer Price Index for All Urban Consumers (CPI-U) serves as the basis for a 2.67% adjustment. Supporting documentation is included for your reference. The revised pricing structure, effective January 1, 2026, is attached for your review.

Should you have any questions, please do not hesitate to contact me at (321) 372-9641 or via email at jchandl1@wm.com.

On behalf of Brevard County's 275+ Harris Sanitation/WM employees, thank you for the privilege of serving the residents and businesses of Indialantic.

Sincerely,

Jordin T. Chandler

Jordin T. Chandler
Government Affairs Manager

cc: Marlone Figueroa, Pricing Management, Florida Area
Michael Lewis, Senior District Manager, Brevard County Area

CITY OF MELBOURNE RATE SCHEDULE - 1/1/2026

*All rates are inclusive of Franchise Fees,
Billing Fees and Sanitation Charges, as
Applicable*

Residential Customers:

NEW RATES

Residential Collection Services (Solid Waste &
Recyclables & Yard Trash)

Per Unit Per Month \$ 17.93

Supplemental Recycling Service for Multifamily

Per Unit Per Month \$ 3.81

Commercial Customers:

Commercial Solid Waste Collection Service
Carts (minimum 2 cubic yds per week)

Per Cubic Yd Per Month \$ 4.73

Dumpsters (including multifamily)

Per Cubic Yd Per Month \$ 4.73

Compactor Containers

Per Cubic Yd Per Month \$ 5.70

Rolloff MSW Open Top:

15yd \$ 346.68

10% franchise fee \$ 34.67

Total MAS RATE \$ 312.01

20yd \$ 446.58

10% franchise fee \$ 44.66

Total MAS RATE \$ 401.92

30yd \$ 500.08

10% franchise fee \$ 50.01

Total MAS RATE \$ 450.07

CITY OF MELBOURNE RATE SCHEDULE - 1/1/2026

40yd	\$	518.23
10% franchise fee	\$	51.82
Total MAS RATE	\$	466.41

Rolloff MSW Compactors:

15yd	\$	347.68
10% franchise fee	\$	34.77
Total MAS RATE	\$	312.91

20yd	\$	350.10
10% franchise fee	\$	35.01
Total MAS RATE	\$	315.09

25yd	\$	388.90
10% franchise fee	\$	38.89
Total MAS RATE	\$	350.01

30yd	\$	427.70
10% franchise fee	\$	42.77
Total MAS RATE	\$	384.93

35yd	\$	430.16
10% franchise fee	\$	43.02
Total MAS RATE	\$	387.14

40yd	\$	432.60
10% franchise fee	\$	43.26
Total MAS RATE	\$	389.34

CPI for All Urban Consumers (CPI-U)
Original Data Value

For the City of Melbourne

Series Id: CUUR0000SA0,CUUS0000SA0

Not Seasonally Adjusted

Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	236.265	237.769
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432	238.778	241.237
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524	244.076	246.163
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233	250.089	252.125
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974	254.412	256.903
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474	257.557	260.065
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.310	276.589	277.948	278.802	266.236	275.703
2022	281.148	283.716	287.504	289.109	292.296	296.311	296.276	296.171	296.808	298.012	297.711	296.797	288.347	296.963
2023	299.170	300.840	301.836	303.363	304.127	305.109	305.691	307.026	307.789	307.671	307.051	306.746	302.408	306.996
2024	308.417	310.326	312.332	313.548	314.069	314.175	314.540	314.796	315.301	315.664	315.493	315.605	312.145	315.233
2025	317.671	319.082	319.799	320.795	321.465	322.561							320.229	

Index Change = 8.386

CPI Change = 2.67%

NTE 3% 3.00%

CPI Applied 2.67%

RESOLUTION NO. 4384

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, PROVIDING FOR SOLID WASTE SERVICE RATES AS AUTHORIZED BY SECTION 48-53 OF THE CITY CODE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, Section 48-53, City Code, provides a billing procedure for solid waste collection services; and

WHEREAS, Section 48-53(d) provides that the schedule of rates for solid waste services shall be authorized by resolution of the City Council.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the following solid waste service rates, in addition to a \$0.33 per cubic yard sanitation service charge for commercial customers as defined in the Franchise Agreement adopted by Ordinance No. 2021-56, are hereby adopted:

Solid Waste Service	Rate (per month per unit)
Residential Collection (solid waste, recycling, yard waste) including Back-Door Service	\$17.93
Supplemental Recycling Service for Multi-Family	\$3.81
Commercial Business	
Carts (minimum 2 cubic yards per week)	\$4.73 per cubic yard
Mechanical Containers (including multi-family)	\$4.73 per cubic yard
Front-end Loaded Compactor Containers	\$5.70 per cubic yard
Roll-off Open Top Containers	
15 cubic yard container	\$346.68
20 cubic yard container	\$446.58
30 cubic yard container	\$500.08
40 cubic yard container	\$518.23
Roll-off Compactor Containers	
15 cubic yard container	\$347.68
20 cubic yard container	\$350.10
25 cubic yard container	\$388.90
30 cubic yard container	\$427.70
35 cubic yard container	\$430.16
40 cubic yard container	\$432.60

SECTION 2. That the rates as provided in this resolution shall be effective on billings made on or after January 1, 2026, superseding those rates established by Resolution No. 4320, unless and until further amendments shall be adopted.

SECTION 3. That this resolution shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 4. That this resolution was duly adopted at a regular meeting of the City Council on the day of , 2025.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Resolution No. 4384



Melbourne City Council
October 14, 2025
City Manager's Item Report

Department:	Melbourne Airport Authority
Presenter:	Ross McGinn
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.v.

Subject:

Resolution providing for a budget amendment to the Airport Capital Improvement Fund for the Taxiway 'A' Rehabilitation Project, as described in the City of Melbourne Airport Authority's Resolution 11-25.

Background/Consideration:

The Airport has secured grant funding for Phase II of the Taxiway 'A' Rehab project and hereby requests Council approval for an increase in the project budget.

The Airport has an approved project for the Taxiway 'A' Rehabilitation project but needs an additional appropriation to complete Phase II. The amount of grant funding available made it necessary to complete this project over multiple years. Phase I of this project is nearing completion and Phase II is slated to begin in November 2025. Airport staff obtained bids and secured the funding needed for Phase II of the project. There is \$14,426,932 remaining from the original budget approval and an additional \$13,546,662 is needed to complete the project (total cost for Phase II is \$27,973,594).

This rehabilitation is vital as Taxiway 'A' pavement is in poor condition and has reached the end of its useful life. The most recent evaluation (2019) from the FDOT Statewide Pavement Evaluation indicated that the Taxiway 'A' pavement has numerous cracking, patching, and weathering areas, along with dislodged pieces of pavement that requires rehabilitation. The taxiway has a Pavement Condition Index (PCI) of 69, while the state report recommends a minimum value of 70 for taxiways with a critical value of 65. If the milling and resurfacing are postponed, the pavement surface conditions will deteriorate and become more costly to repair.

The project is funded with an FAA grant (95%), an FDOT grant (2.5%), and the local match funded by Airport reserves (2.5%). The FAA grant provides 95% funding and while the FDOT grant will provide 2.5% of the funding. The proposed amendment will increase the capital budget by \$13,546,662.

The Melbourne Airport Authority Board approved the project and budget appropriation via Resolution 11-25 at its regular meeting on September 24, 2025. Melbourne City Council approval is required to incorporate the changes into the overall city budget.

Fiscal/Budget Impact:



The budget amendment will result in a \$13,546,662 increase to the Airport Capital Improvement Project Fund budget. Upon approval, the amendment outlined in the attached resolution will be made.

Requested Action:

Approval of Resolution No. 4385.

RESOLUTION NO. 4385

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION NO. 4290; IMPLEMENTING BUDGET ADJUSTMENT RECOMMENDATIONS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, on September 25, 2024, the City of Melbourne adopted Resolution No. 4290 providing for adoption of the City's 2024-2025 budget; and

WHEREAS, a budget adjustment is necessary to provide for supplemental appropriations in the amounts identified in the attached Exhibit A.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the budget for the fiscal year commencing October 1, 2024 is hereby amended by the amounts identified in Exhibit A.

SECTION 2. That this resolution shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 3. That this resolution was duly adopted at a regular meeting of the City Council on the day of , 2025.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Exhibit A

RESOLUTION NO. 11-25

A RESOLUTION OF THE CITY OF MELBOURNE AIRPORT AUTHORITY, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION 3-24 TO PROVIDE FOR CAPITAL EXPENDITURES AND REVENUES FOR THE TAXIWAY A REHABILITATION PROJECT AS FOLLOWS:

WHEREAS, On June 26, 2024, the City of Melbourne Airport Authority adopted Resolution 3-24, providing for the adoption of the Fiscal Year 2025 Budget for operating expenses and capital expenditures, and

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF MELBOURNE AIRPORT AUTHORITY, BREVARD COUNTY, FLORIDA, THAT RESOLUTION 3-24 BE AMENDED AS FOLLOWS:

Capital Projects Budget-Fund 861

Total Capital Revenue Budget as of 09/08/25 183,853,385

	Account Number	Project Number	Original Budget	Increase (Decrease)	Revised Budget	
FAA Grant Revenue	389500	50524	\$ 26,043,570	\$ 13,546,662	\$ 39,590,232	13,546,662
FDOT Grant Revenue	389600	50524	\$ 1,446,865		\$ 1,446,865	-
Airport Funds (MAA Share)	387014	50524	\$ 1,446,865		\$ 1,446,865	-
						13,546,662

Capital Revenue Budget After Transfer \$ 28,937,300 \$ 13,546,662 \$ 42,483,962 197,400,047

Total Capital Expenditure Budget as of 09/08/25 183,853,385

	Project Number	Original Budget	Increase (Decrease)	Revised Budget	
Taxiway A Rehab	50524	\$ 28,937,300	13,546,662	\$ 42,483,962	13,546,662
					\$ 28,937,300 \$ 13,546,662 \$ 42,483,962

FY 25 Capital Expenditure Budget After Transfer 197,400,047

This Resolution was duly passed at a regular meeting of the Melbourne Airport Authority, Brevard County, Florida, on the 24th Day of September 2025.

BY: _____

A handwritten signature in blue ink, appearing to be 'W.C. Potter', written over a horizontal line.

William C. Potter, Chairman
Melbourne Airport Authority

ATTEST: _____

A handwritten signature in blue ink, appearing to be 'Greg Donovan', written over a horizontal line.

Greg Donovan, A.A.E.
Executive Director



**Melbourne City Council
October 14, 2025
City Manager's Item Report**

Department:	City Manager's Office
Presenter:	N/A
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.16.

Subject:

Items Removed from the Consent Agenda

Background/Consideration:



Melbourne City Council
October 14, 2025
City Manager's Item Report

Department:	City Manager's Office
Presenter:	Rebecca Thibert
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.17.

Subject:

Council Remote Broadcast System

Background/Consideration:

The City has been live-streaming City Council meetings utilizing a module of the existing agenda and meeting management software. The City has also been utilizing an outside vendor, IM Solutions, to run the production equipment in the Council Chamber during City Council meetings, with oversight from a City staff member. Staff has experienced issues with the current software, including delays in the video stream, incorrect closed-captioning, and interruptions in the video feed. Staff from the City Manager's Office and City Clerk's Office have researched other viable options for meeting video streaming and recommend switching the service to Swagit. Swagit is a well-known meeting video streaming service used by many cities across the country.

The Avior™ 25 package includes 25 fully-managed remote video productions per year with live closed captioning of meeting content and indexing of the video. The video production will now be handled remotely with a live director to oversee the production of the video. This will eliminate the need for City staff to manage recording and the use of a vendor to operate the video production equipment. Additional meetings can be added at any time for an additional cost. The new service also includes "non-indexed video hosting" which will be used to create on-demand video recordings for all other board meetings that utilize the Council Chamber. This will eliminate the current need for other boards to rely on handheld recording devices to create recordings of board meetings.

A one-time setup includes installation of four remote-controlled high-definition cameras, an encoder/decoder, captioning software and an extended warranty.

Below is a breakdown of the costs:

<u>Solution</u>	<u>Fee</u>
Installation	\$63,834.84
Year One Subscription	\$36,134.83
Year Two Subscription	\$38,664.28
Year Three Subscription	\$41,370.76

**Contract/Solicitation:**

This is a single source purchase. A completed single source form is attached.

Fiscal/Budget Impact:

Funding for the one-time purchase of the installation cost was allocated during the Fiscal Year 2025 third quarter review into the City Manager's Office operating budget (01200512-531990 - Other Professional Services). However, due to timing constraints, funds were not encumbered prior to the end of the fiscal year. Therefore, in order to proceed timely with the project, a budget resolution is required to appropriate the unspent funds from Fiscal Year 2025 into Project No. 11525 - Council Remote Broadcast System.

Requested Action:

- a. Approval of Resolution No. 4386.
- b. Approval of purchase of Avior™ 25 Fully-Managed Meeting and Video Management streaming services for City Council meeting streaming, Project No. 11525, Granicus, LLC, Washington, D.C. – first year cost \$99,969.67 and a total contract cost of \$180,004.71.

RESOLUTION NO. 4386

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION NO. 4290; IMPLEMENTING BUDGET ADJUSTMENT RECOMMENDATIONS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, on September 25, 2024, the City of Melbourne adopted Resolution No. 4290 providing for adoption of the City's 2024-2025 budget; and

WHEREAS, a budget adjustment is necessary to provide for supplemental appropriations in the amounts identified in the attached Exhibit A.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the budget for the fiscal year commencing October 1, 2024 is hereby amended by the amounts identified in Exhibit A.

SECTION 2. That this resolution shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 3. That this resolution was duly adopted at a regular meeting of the City Council on the day of , 2025.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Exhibit A

ATTACHMENT "A"

GENERAL FUND

<u>Expenditures</u>				Increase/	Revised
Org	Object	Project	Description	Decrease	Budget
01200512	531990		Other Professional Services	(99,971)	31,836
90100581	591070		Inter to (311) General Projects	99,971	21,001,047
Total Change in Expenditures				-	

CAPITAL IMPROVEMENT FUND

311 - General Projects

11525 - Council Remote Broadcast System

<u>Revenue</u>				Increase/	Revised
Org	Object	Project	Description	Decrease	Budget
311810	381000	11525	Inter In (001) General Fund	99,971	99,971
Total Change in Revenue				99,971	

<u>Expenditures</u>				Increase/	Revised
Org	Object	Project	Description	Decrease	Budget
31119	564000	11525	Machinery & Equipment	61,716	61,716
31119	546000	11525	Repair & Maintenance	2,120	2,120
31119	568010	11525	Intangible - Computer Software	36,135	36,135
Total Change in Expenditures				99,971	



Best-in-Class Fully Managed Video Solution

Melbourne, FL

Confirm Priorities | Melbourne, FL

Priorities

Outcome

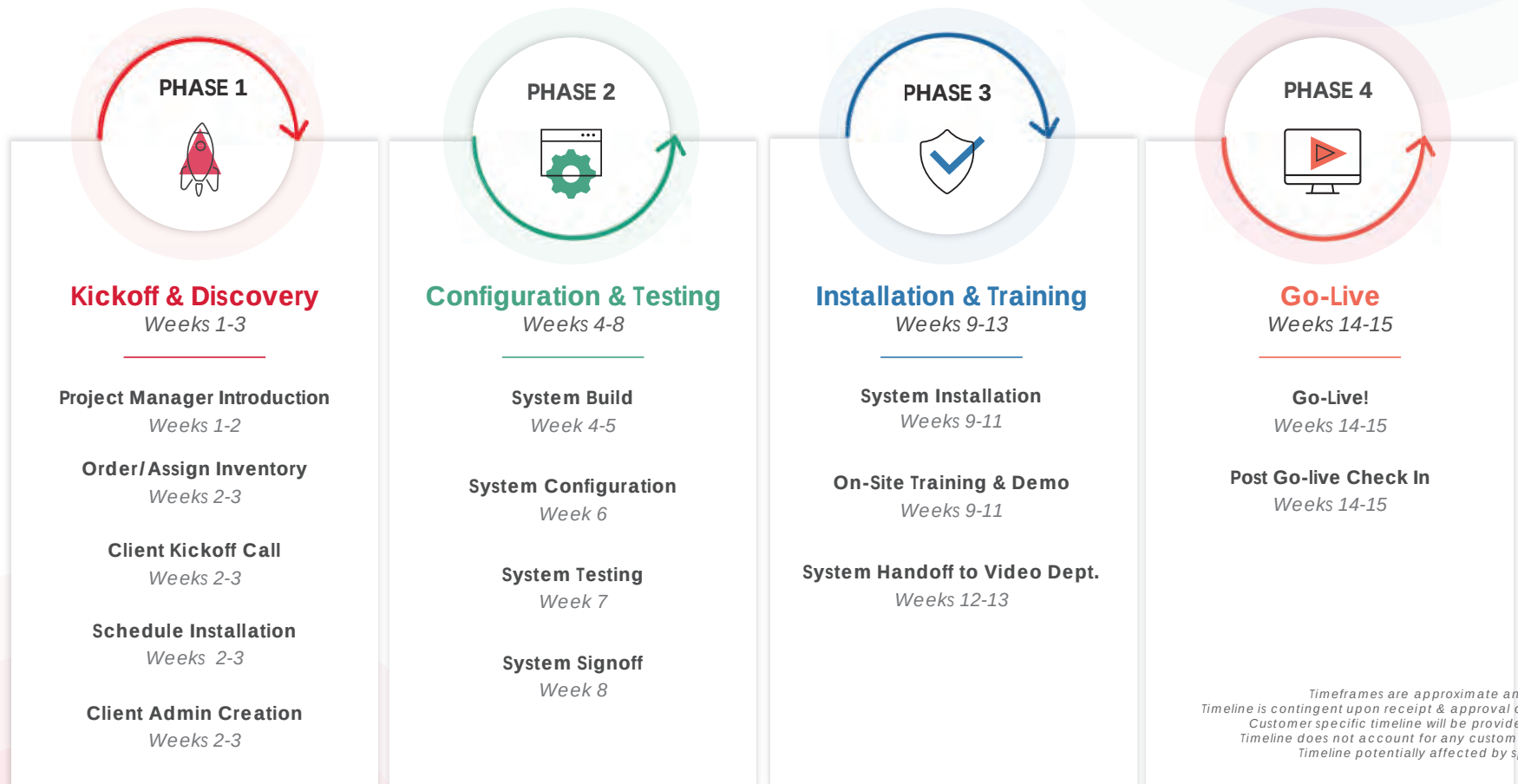
Video Streaming

- **Reduce Costs with Video Production Company, and Closed Captioning**
- **Improved compliance** with closed captioning and automated transcripts.
- Accurate **indexing and timestamping** that align to the agenda.
- **Professional in-meeting production**, post-meeting processing, and editing to illustrate the highest quality for the residents.
- **Full Video Production for 25 Meetings & Closed Captioning (LIVE)** for 150 hours

Improved Transparency and Accessibility

- **Search by spoken word or by video keyword** across all meetings and boards
- Easily find all meeting information within an **embedded iframe** to make it easier for public access.
- Easily create **HTML Agendas** alongside PDF agendas for improved compliance.

Sample Implementation Timeline: Swagit Avior



Three Video Streaming/Recording Options

No matter your size or situation, Granicus has a video solution to fit your needs



Self-Managed LiveCast

Best for small organizations OR those with well-resourced IT departments

100% cloud-based streaming and meeting management access

1080px resolution available

Built-in video indexing with agenda

Record minutes in templates created from meeting agenda

Live, remote voting available



Partially-Managed EASE

Best for organizations that only require assistance with post-meeting polishing

Customer manages streaming and recording; Granicus does the rest

Professional, post-meeting editing, time-stamping, and indexing

Proprietary search by spoken word

Industry-best closed-captioning, translation, and transcription services



Fully-Managed AVIOR

Best for organizations that want to fully outsource video management

Everything in partially-managed option, PLUS Granicus manages all aspects of video streaming and recording including multi-camera switching

Multi-camera broadcasting, streaming, and recording with live, remotely-managed direction

Playout system to integrate with cable or web channel



All: 99.9% uptime

Extended support hours

Simulcast streaming to social media

Swagit

Hands-Free Video Streaming and Recording



Content Creation

Reliable, professional meetings

- Unsurpassed reliability and uptimes with industry-best customer service
- Multi-camera broadcasting, streaming, and recording with live, remotely-managed direction
- Integrations with Zoom, Teams, and YouTube for hybrid meetings
- Live, remote voting available
- Full-service managed video solution
- Avior hardware



Processing

High-quality, hands-free editing

- Requires almost no staff time or IT troubleshooting; all technical elements are outsourced and handled remotely
- Professional post-meeting editing
- Accurate indexing and time-stamping aligned to agenda items
- Industry-best after-meeting, live-person closed-captioning available
- Industry-best transcription and Spanish translation services available
- EASE hardware



Distribution

Better engagement

- Streaming to social media platforms (*YouTube, Facebook, Instagram Twitter, and LinkedIn*)
- Accurate indexing and timestamping for ease of viewing
- Spoken word search to locate topics of interest in recordings
- Playout system to integrate with cable or web channel
- High-quality video experience broadens reach and deepens engagement

What is fully-managed streaming?

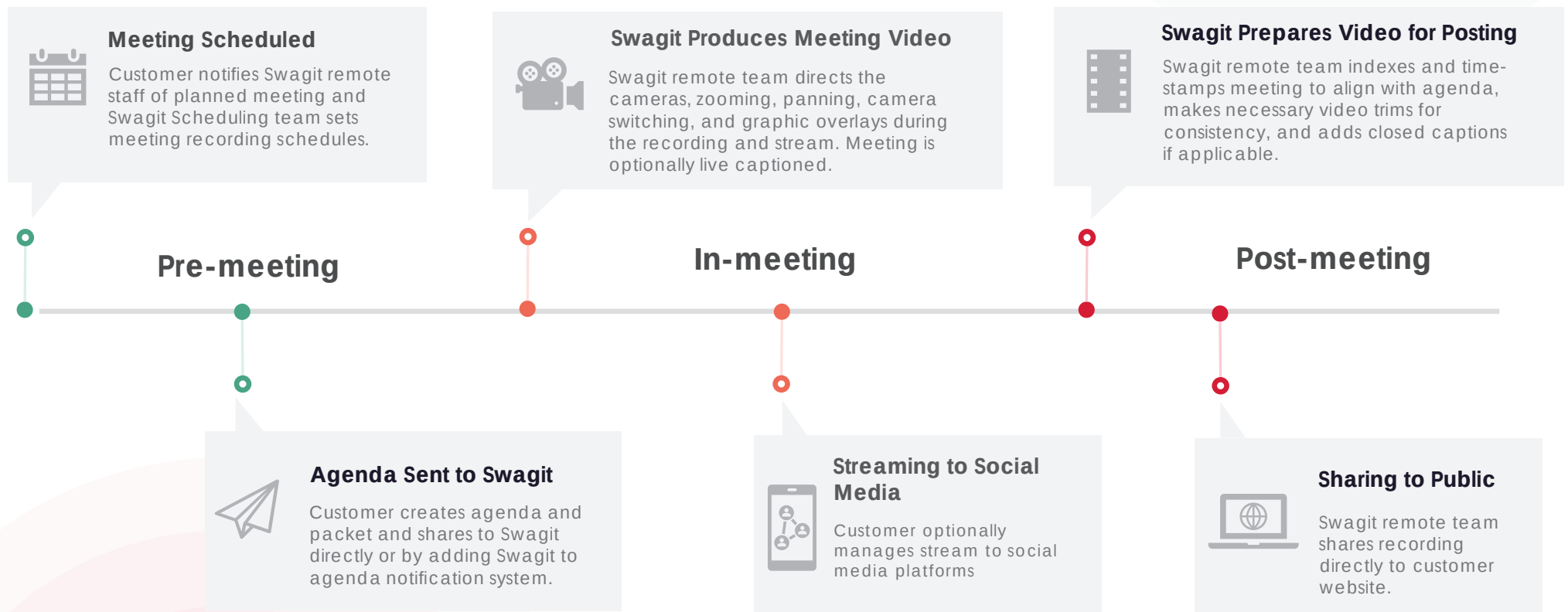
Swagit Avior Pro Benefits

Focus on managing your meetings and leave the video production and polishing to us. Fully-managed streaming through Swagit Avior Pro includes high-quality cameras and encoders, training, and provision of all post-production tasks.

- ✓ **Requires almost no staff time or IT troubleshooting;** all technical elements are outsourced and handled remotely
- ✓ **Enjoy unsurpassed reliability,** uptimes, and industry-best customer service
- ✓ **Multi-camera broadcasting, streaming, and recording** with live, remotely-managed direction
- ✓ **Stream and broadcast to multiple channels** with web, social media, and **cable channel integrations**
- ✓ **Improve community access** with a robust, proprietary spoken word search to locate topics of interest in recordings and accurate indexing and time-stamping aligned to agenda items
- ✓ **Incorporate industry-best transcription and Spanish translation services** available to reach English language learners
- ✓ **Rely on industry-best accessibility options** with after-meeting, live-person captioning and translation service
- ✓ **Meet public expectations with a high-quality, professionally-edited video experience** that broadens reach and deepens engagement
- ✓ **Focus on other priorities** with a system that outsources labor-intensive tasks and delivers consistent quality and peace of mind

Video Management with Swagit Avior

Fully-Managed Streaming and Recording = More Time for Priority Projects



Content Creation: Reliable, Professional Video

Replace Manual Processes

that require significant technical expertise with remotely-managed multi-camera video streaming and production

Maintain Creative Control

while enjoying unsurpassed reliability and uptimes, along with industry-best customer service

Meet Viewers' Ever-Growing Expectations

with multiple cameras and professional directing for the highest quality production values



Focus on the meeting, not the video technology

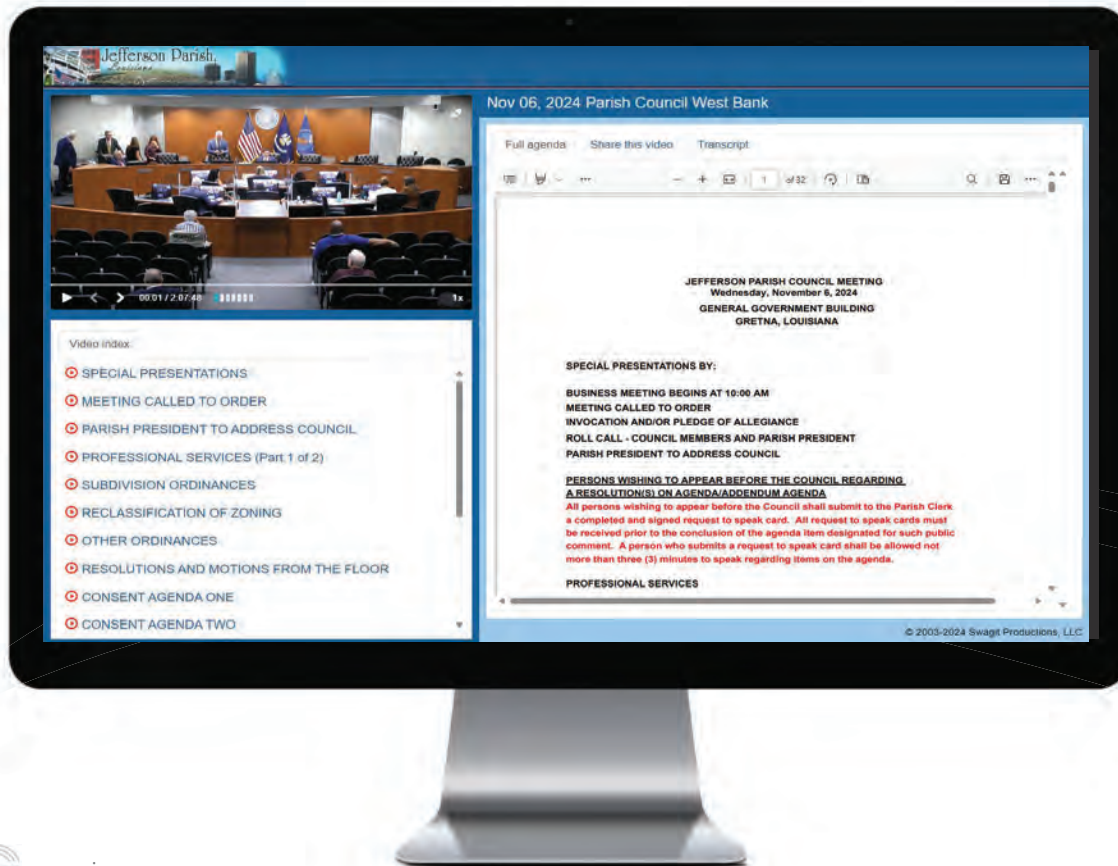
Video Management with **Swagit Avior**

Fully managed, for your convenience.



Jefferson Parish, LA

FULLY MANAGED VIDEO



Swagit with Closed
Captioning and
Transcript

Processing: High-Quality Production Value

Focus on Other Priorities

with a system that outsources labor-intensive tasks and troubleshooting and delivers consistent quality and peace of mind

Enjoy Professional Directing and Editing Services

along with accurate indexing and time-stamping

Incorporate Industry-Best Accessibility Options

with after-meeting, live-person captioning and translation service



Regain valuable hours in the week by outsourcing time-consuming tasks to A/V pros



Granicus Proposal for Melbourne, FL

ORDER DETAILS

Prepared By: Aldo Cardona
Phone:
Email: aldo.cardona@granicus.com
Order #: Q-446313
Prepared On: 30 Sep 2025
Expires On: 01 Nov 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 36 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Advanced Caption Encoder/Decoder	Up Front	1 Each	\$10,589.40
Avior™ PRO Remote Broadcast System - Four Camera Setup	50% Up Front 50% Upon Delivery	1 Each	\$44,893.40
Optional Extended Warranty for AVIOR™ Camera Control Appliance(s)	50% Up Front 50% Upon Delivery	1 Each	\$2,119.24
Avior™ Setup and Deployment	50% Up Front 50% Upon Delivery	1 Each	\$1,144.80
AVIOR™ Standard Pre-Assembly & Install	50% Up Front 50% Upon Delivery	1 Each	\$5,088.00
SUBTOTAL:			\$63,834.84

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Avior™ 25	Annual	1 Each	\$22,165.08
CaptionLive Basic (Automated)	Annual	150 Hours	\$9,142.50
AVIOR Control Software License	Annual	1 Each	\$1,700.51
Non-Indexed Video Hosting Only	Annual	1 Each	\$3,126.74
SUBTOTAL:			\$36,134.83

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Avior™ 25	\$23,716.64	\$25,376.80
CaptionLive Basic (Automated)	\$9,782.48	\$10,467.25
AVIOR Control Software License	\$1,819.55	\$1,946.91
Non-Indexed Video Hosting Only	\$3,345.61	\$3,579.80
SUBTOTAL:	\$38,664.28	\$41,370.76

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: [HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://granicus.com/semiannual-updates/)

PRODUCT DESCRIPTIONS

Solution	Description
Advanced Caption Encoder/Decoder	Advanced Caption Encoder/Decoder for IP-based handoff to captioners: HD492 is a three gigabits level B, high definition, serial digital interface closed caption encoder with audio and captions over IP. Synchronization of live captions and program video/audio with CCMATCH technology. Unit has an additional built-in SDI decoder output to show on-screen caption burn-in. Simultaneous support for two languages.
Avior™ 25	AVIOR™ 25 Managed Service SaaS: Remote Switching for up to 25 meetings per year.
CaptionLive Basic (Automated)	CaptionLive Basic - Automated Transcription Service in English with no text cleanup, per hour
Avior™ PRO Remote Broadcast System - Four Camera Setup	Avior™ PRO Remote Broadcast System: Four HD Camera Solution
AVIOR Control Software License	Annual License Fee
Optional Extended Warranty for AVIOR™ Camera Control Appliance(s)	Optional Extended Warranty for AVIOR™ Camera Control Appliance (s)
Avior™ Setup and Deployment	Standard AVIOR™ system setup and remote deployment
AVIOR™ Standard Pre-Assembly & Install	AVIOR™ Standard Pre-Assembly & Install (travel not included)
Non-Indexed Video Hosting Only	Non-Indexed Video Hosting Only: Up to One (1) TB of Programming Annually

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-446313 dated 30 Sep 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Melbourne, FL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- It is the customers responsibility to communicate any changes or provide updated schedules. Any meeting convened outside of the established meeting schedule shall require a minimum of forty-eight (48) hours' prior written notice to all relevant parties. The presence of a director at such meetings is not guaranteed. All such meetings will be shot in wide-screen format.

SWAGIT Product Specific Terms

In addition to the terms and conditions of your agreement with Granicus, your use of the Swagit product offerings (including hardware, software and services) will be governed by the additional terms set forth below. Any conflict between the terms of your agreement with Granicus and these product-specific terms will be resolved in favor of these

terms solely as it relates to the Swagit Product.

1. AVIOR Broadcaster Hardware.
 - a. Fifty percent (50%) of the total fees due for the hardware , pre-installation services and set up and deployment services will be invoiced upon contract signature. The remaining fifty percent (50%) balance of the hardware fees and fees due for pre-installation and set up and deployment services will be invoiced upon completion of installation of the hardware at Client's designated location.
 - b. Cancellation of any order for Avior Broadcaster hardware will result in Client's obligation to pay Granicus twenty percent (20%) of the total fees due for the hardware as a restocking fee, and Client is responsible for all costs associated with the return of the hardware to Granicus in resale condition.
 - c. Fees for Swagit Subscription Services related to Avior Broadcaster equipment will be invoiced upon contract signature. The initial subscription term will be prorated to reflect a 10 month subscription period to account for installation time. The full twelve (12) month renewal term will commence on the anniversary of the contract execution date and will be billed at the full twelve-month rate plus annual increase.
2. EASE Encoder Hardware.
 - a. 100% of EASE encoder hardware fees and fees for installation and configuration will be invoiced upon contract signature. EASE encoders are not eligible for return or refunds.
 - b. Fees for Swagit Subscription Services related to EASE encoders will be invoiced upon contract signature and will be prorated to reflect an initial eleven month term. The subsequent full twelve (12) month renewal term will commence on the anniversary of the contract execution date and will be billed at the full twelve month rate plus any annual increase.
3. Warranty. All equipment is provided to Client with the manufacturer's warranty associated with such equipment. Granicus disclaims all warranties, express or implied associated with the equipment, including any implied warranties of merchantability and fitness for a particular purpose. Granicus will provide Client with all documentation associated with the manufacturer's warranty upon request.
4. Camera and Broadcast Operations. Granicus may need to operate the camera and broadcast system remotely. Such remote operation requires access via inbound TCP port 2001, outbound TCP ports 21, 80, 443, 1935, 5721, and outbound UDP ports 53, 123. The Client will need to supply Granicus with access to such TCP and UDP ports with respect to the Client's Internet connection. Granicus will not be responsible for remote camera operations should Client fail to give Granicus such access, or if Client's Internet connection is interrupted. Additionally, in the event the Granicus needs to operate such system manually, the Client will provide access to the equipment at the Site designated by the Client in the Scope of Work.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-446313 dated 30 Sep 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Melbourne, FL	
Signature:	
Name:	
Title:	
Date:	

**Subscription and Services Agreement
US/Canada**

This Subscription and Services Agreement (“**Agreement**”) is effective as of the date an Order or SOW (as defined below) commences that references this Agreement (“**Effective Date**”), and is a contract between the party procuring Granicus Products and/or Services named in the Order or SOW (“**Client**”) and Granicus, LLC, a Minnesota Limited Liability Company for those Clients located in the US, or Granicus Canada Holdings, U.L.C., an unlimited liability corporation for those Clients located in Canada (“**Granicus**”).

1. Definitions. For the purpose of this Agreement, the following terms have the corresponding definitions:

“**Content**” means any material or data: (i) displayed or published on Client’s website; (ii) provided by Client to Granicus to perform the Services; or (iii) uploaded into Products by Client or on Client’s behalf. Content expressly excludes Granicus Data;

“**Deliverable(s)**” means any computer software, and related written documentation, reports or materials developed by Granicus as part of a Services engagement;

“**Granicus Data**” means data owned, generated or collected by Granicus separately from Content provided by Client, including data generated by use of the Products or personal information related to individuals who use the Products or Services, which is collected and used in accordance with applicable law and in conformance with publicly posted privacy policies;

“**IP Rights**” means all current and future worldwide statutory or other proprietary rights, whether registered or unregistered, including but not limited to, moral rights, copyright, trademarks, rights in designs, patents, rights in computer software data base rights, rights in know-how, mask work, trade secrets, inventions, domain or company names and any application for the foregoing, including registration rights.

“**Order**” means a binding proposal, written order, or purchasing document setting forth the Products made available to Client under the terms of this Agreement either directly with Granicus or through an authorized third party reseller;

“**Products**” means the: (i) online or cloud subscription services; (ii) on premise software; (iii) embedded software; and (iv) Granicus Data, licensed to Client, and hardware components purchased by Client under this Agreement, as applicable and as set forth in the Order or SOW;

“**Services**” means the consulting, integration, installation, and/or implementation services to be performed by Granicus as described in the SOW; and

“**SOW**” means a statement of work agreed to by the parties that references this Agreement and describes the Services and Deliverables provided as part of a Services engagement pursuant to the Services provisions set forth in this Agreement.

2. Intellectual Property Ownership and Use Rights.

a) **Intellectual Property Ownership.** Granicus and its licensors own all IP Rights in the Products and Granicus Data. Client and its authorized users have no right, title or interest in the Products or Granicus Data other than the license rights expressly granted herein. All rights not expressly granted herein are reserved by Granicus and its licensors.

b) **License to Products.** Granicus hereby grants Client a non-exclusive, non-transferable license to access and use the Products identified in the Order during the Term set forth therein. In addition to the terms of this Agreement and the Order, product-specific license terms applicable to certain of the Products and Granicus Data can be found at www.Granicus.com/legal/licensing and are hereby incorporated into this Agreement by reference.

c) **Third Party Contractors.** Client may permit its third-party contractors to access and use the Products solely on behalf of and for the benefit of Client, so long as: (i) such contractor agrees to comply with this Agreement as if it were Client; (ii) Client remains responsible for each contractor's compliance with this Agreement and any breach thereof; and (iii) all volume or transaction-based use of the Products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the Services rendered to Client that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the Products and uninstall and destroy all confidential or proprietary Granicus information in its possession. Client will certify compliance with this section in writing upon Granicus' request.

d) **Data Sources.** Client may only upload data related to individuals that originates with or is owned by Client. Client shall not upload data purchased from third parties without Granicus' prior written consent and list cleansing Services provided by Granicus for an additional fee.

e) **Content.** Client can only use Products to share Content that is created by or owned by Client and/or Content for affiliated organizations, provided that use by Client for affiliated organizations is in support only, and not as a primary communication vehicle for such organizations that do not have their own license to the Products. Granicus does not own the Content submitted by Client nor is Granicus responsible for any Content used, uploaded or migrated by Client or any third party. Granicus will not sell, use, or disclose any Content for any purpose other than performing Services subject to this Agreement. For clarification, the fact that Content and Granicus Data may contain the same or similar information does not minimize or limit the ownership or use rights of either party as it relates to Content on the part of Client, or Granicus Data on the part of Granicus.

f) **Advertising.** Client shall not use Products to promote products or services available for sale through Client or any third party without Granicus' prior written consent.

g) **Restrictions.** Client shall not:

- (i) Use or permit any end user to use the Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or

tortious material or disrupt others use of the Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Products to make unauthorized entry into any other device accessible via the network or Products;

- (ii) Disassemble, decompile, reverse engineer or make derivative works of the Products;
- (iii) Rent, lease, lend, or host the Products to or for any third party, or disclose the Products to any third party except as otherwise permitted in this Agreement or an Order or SOW;
- (iv) Use the Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or
- (v) Modify, adapt, or use the Products to develop any software application intended for resale which uses or competes with the Products in whole or in part.

3. **Term; Termination.**

a) **Agreement Term.** This Agreement begins on the Effective Date and remains in effect for the period set out in the Order ("**Initial Term**"). Thereafter, this Agreement will continue in effect until all Orders or SOWs have expired or been terminated.

b) **Order Term.** Each Order will be effective on the date set out therein and will remain in effect during the Initial Term identified in the Order. Each Order will automatically renew for twelve (12) month terms (each, a "**Renewal Term**") unless either party gives the other party notice of non-renewal within thirty (30) days of notification of price change as described in Section 4.d., or within sixty (60) days prior to the start of the next Renewal Term, whichever is later. The Initial Term and all Renewal Terms are collectively, the "**Term**".

c) **SOW Term.** Each SOW will begin on the effective date of the SOW and will remain in effect until the Services are completed, this Agreement is terminated, or the termination date set out in the SOW (the "**Termination Date**"), whichever is later. If no specific Termination Date is designated in the SOW, Client may terminate the SOW upon thirty (30) days written notice to Granicus.

d) **Subscription Term.** The annual term for all Products licensed to Client on a subscription basis begins upon the Effective Date of the applicable Order and are based on subscription term and not actual usage. Products licensed on a subscription basis are deemed delivered upon Initial Availability. Initial Availability of a Product means the earlier of: (i) the issuance of a user name and password to Client to access the Product; (ii) the provision of the Product in its hosted environment on behalf of Client by Granicus technical personnel; or (iii) access to the Product by Granicus or third-party services personnel in order to commence configuration or implementation Services on behalf of Client.

e) **Termination for Default.** Either party may terminate this Agreement or any Order or SOW by written notice if the other party commits a material breach of this Agreement or the applicable Order or SOW and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties.

f) **Non-Appropriation.** Client may terminate this Agreement or any Order or SOW by providing Granicus written notice during the then-current Term for lack of appropriation of funds for the Renewal

Term so long as Client has made best efforts to secure the necessary consents for renewal and obtain appropriate funds for payment of the fees.

g) **Effect of Termination.** Upon expiration or termination of an Order or SOW for any reason: (i) Client's right to access and use the Products will immediately cease (except for perpetual licenses granted under an Order, which will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due to Granicus under all Orders and SOWs; (iii) Granicus will promptly cease performance of any Services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing. Client will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such thirty (30)-day period nor is Granicus responsible for extracting the data on Client's behalf absent separate written agreement and the payment of additional fees.

h) **Survival.** Sections 4 (Fees, Payment), 9 (Confidentiality), 10 (Indemnification), 11 (Limitation of Liability), 13 (Governing Law) and any other clause that by its nature is intended to survive will survive termination of this Agreement indefinitely or to the extent set out therein.

4. Fees; Payment.

a) **Fees.** Client will pay all fees, costs and other amounts as specified in each Order or SOW. Annual or subscription fees are due upfront at the beginning of each annual Term. Services fees and one-time fees are due according to the billing frequency specified in each Order or SOW. Absent any specific billing frequency, Client will pay fees for Services on a monthly basis in arrears for time and materials engagements, or milestone basis as billed upon delivery of each milestone. GXG Services are billed up front annually prior to the then-current term. Hardware will be invoiced to Client upon shipment. Granicus may suspend Client's access to any Products if there is a lapse in payment not remedied promptly upon notice to Client. A lapse in the Term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

b) **Payment.** Client will remit payment of the fees due within thirty (30) days of receipt of an accurate invoice from Granicus or its authorized reseller, or if Client is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable. With respect to any amount due to Granicus which is not paid within the payment period, Granicus may apply interest at the rate of one and half percent (1.5%) per month, or such lesser amount required by law, assessed from the due date through the date of payment. Client acknowledges and agrees that orders placed by Client for Products and Services will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in the Agreement.

c) **Purchase Orders.** Upon request, Granicus will reference a purchase order number on its invoices if Client provides the corresponding purchase order information to Granicus prior to generating the invoice. Client agrees that a failure to provide Granicus with purchase order information will not relieve Client of its obligations to provide payment in accordance with this section.

d) **Price Changes.** Subject to any price schedule or pre-negotiated fees to which this Agreement or an Order may be subject, Granicus will provide notice of any price changes prior to the end of the current Term, which subject to Section 3.b, will become effective as of the next Renewal Term. Such notification may be made via Order, email, or invoice provided by Granicus. Renewals at the same volume amount will not increase more than ten percent (10%) over the prior year's fees. Purchases of additional Products will be at Granicus' then-current price and licenses, subject to volume or transaction metrics, and will be reviewed annually prior to commencement of the Renewal Term, with fees adjusted to cover increases in Client's use.

e) **Cooperative Purchasing.** To the extent permitted by law the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies. Orders and SOWs entered into by such third parties are independent agreements between the third party and Granicus and do not affect this Agreement or any Order or SOW between Granicus and Client.

f) **Overages.** For any Products or Services purchased in tiers, with volume caps, specified number of users, or other measured metrics, it is the Client's responsibility to purchase up to the level of use needed by Client. Any overage will be charged to Client at the then-current rate for such tier or volume, or the rate set forth in Client's pricing arrangements with Granicus or Granicus resellers. Payment for such overages must be made in the then-current term unless otherwise agreed to by the parties in writing.

g) **Resellers.** If Client has entered into a separate agreement with an authorized distributor or reseller of Products and/or Services, the terms of such third-party agreement will supersede conflicting terms contained herein solely as they relate to payment schedules and pricing as negotiated between Client and the reseller.

5. Client Responsibilities.

a) **Content.** Client will be solely responsible for the Content submitted to the Products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to Granicus. Client represents and warrants it has the legal right to provide the Content to Granicus and that such use or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. Client grants Granicus a limited, non-exclusive right during the Term to access and use the Content to provide the Products and Services. Content does not include user feedback related to the Products or Services, which Granicus is free to use without any further permission or consideration to Client.

b) **Data Backup and Protection.** Client will maintain a back-up of any data or data files provided to Granicus. For certain Products, Granicus offers functionality that requires subscribers to enable password protection of subscriber profiles and associated data. Client assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.

c) **Passwords.** Sign-on credentials used to access the Products are non-transferable. Client is responsible for keeping all passwords secure and for all use of the Products through Client's sign in credentials.

d) **Cooperation.** Client will provide any assistance reasonably required by Granicus to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's

offices for Services performed onsite. Services delayed or unable to be performed due to lack of Client cooperation or communication will be deemed delivered and no refunds will be issued for such services.

e) **Third-Party Technology.** Client will be responsible for securing all licenses for third party technology necessary for Granicus to perform the Services (including the right for Granicus to use such technology) and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with Granicus.

f) **Use of Messaging Services.** Client may use Products to send emails and messages to users and third parties. Client is solely responsible for any such message and their content, including securing the legal right to send the message. Messages may be blocked, delayed, or prevented from being delivered by destination servers and other reasons outside of Granicus' control, and there is no warranty that messages will reach their intended destination in a given timeframe.

6. **Support.** Basic support and maintenance services provided to Client for Products ("Support") is included in the fees paid for the Granicus Product subscription or maintenance during the Term and will be provided in accordance with the Service Level Agreement set forth at www.granicus.com/legal/licensing. Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

7. **Representations; Warranties; Disclaimers.**

a) **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

b) **Warranties:**

(i) Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.

(ii) Granicus warrants that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.

(iii) Client's sole and exclusive remedy and Granicus' sole obligation for breach of the warranties in this Section are as follows: (i) for a breach of the warranty in Section 7.b.(i), the indemnity in Section 10 of this Agreement; and (ii) reperformance of the non-conforming Services for a breach of the warranty in Section 7.b.(ii), provided that Client notifies Granicus of a non-conformity in this Section during the thirty (30) day period following Granicus' completion of the applicable Services.

c) **Disclaimers.** EXCEPT AS EXPRESSLY STATED IN THIS THIS SECTION, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND GRANICUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT PRODUCTS OR SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

8. Services.

a) Granicus will perform Services in accordance with this Agreement and the SOW. Granicus is not obligated to provide any Services unless set out in the SOW. Unless otherwise set out in the SOW or as agreed to by the parties the Services will be performed remotely. Any estimates provided in the SOW, including expected hours to complete the Services and any timeline provided by Granicus, are based on known functional requirements and technical environments as of the effective date of the SOW. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

b) Granicus grants Client a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Client independently and with the Products. Granicus retains all right, title and interest to the Deliverables except for those rights expressly granted to Client. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in a SOW.

c) Any modifications to the Services must be in writing and signed by authorized representatives of each party. Granicus personnel performing Services at Client's offices will comply with Client's policies and procedures in effect at such location.

d) If agreed to by the Parties in the SOW, Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by Granicus in the performance of the Services in accordance with Client's travel and expense policy which will be provided to Granicus in writing (or Granicus' policy if none is provided by Client) and which will be billed monthly and due thirty (30) days following date of invoice.

9. Confidentiality. During performance of the Services, each party may receive Confidential Information of the other party.

a) **"Confidential Information"** means all confidential and/or trade secret information of either party (**"Disclosing Party"**), including but not limited to: (i) Granicus' Products; (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party (**"Receiving Party"**) or to which the Receiving Party gains access in connection with performance of the Services.

b) Subject to freedom of information, government transparency, or similar applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (i) protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (iii) not use any Confidential Information for any purpose other than in performance of this Agreement; (iv) restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.

c) If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order.

d) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this section; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

e) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this section.

f) Disclosing Party may be irreparably damaged if the obligations under this section are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this section or any other appropriate equitable order or decree.

10. Indemnification.

a) Granicus will defend, indemnify and hold Client harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Products or Deliverables, as delivered to Client and when used in accordance with this Agreement and the applicable Order or SOW, infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW (a "Claim").

b) To the extent permitted by applicable law, Granicus will have control of the defense and reserves the right to settle any Claim. Client must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus' request and at Granicus' cost, to defend such Claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

c) If the Products or Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Products or Deliverables may be subject to such a Claim, Granicus reserves the right, in its sole discretion, to: (i) replace the affected Products or Deliverable with non-infringing functional equivalents; (ii) modify the affected Products or Deliverable to render it non-infringing; or (iii) terminate this Agreement or the applicable Order or SOW with respect to the affected Granicus Product or Deliverable and refund to Client any prepaid fees for the then-remaining portion of the Order or SOW Term.

d) Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product or Deliverable by anyone other than Granicus; (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; (iii) combination with the Products or Deliverable with non-Granicus software or data; or (iv) Client's (or any authorized user of Client) use of any Products or Deliverables other than in accordance with this Agreement.

e) This section sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Products, Deliverables or any other materials provided by Granicus violate or infringe upon the rights of any third party.

11. Limitation of Liability.

a) EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) IN NO EVENT, EXCEPT FOR CLIENT'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE ORDER OR SOW, OR GRANICUS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (INDEMNIFICATION), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO GRANICUS OR GRANICUS' RESELLER, AS APPLICABLE, IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. HOWEVER, IF CLIENT HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM, THE AGGREGATE LIABILITY OF GRANICUS TO CLIENT FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSAND DOLLARS (\$5,000).

12. General.

a) **Force Majeure.** With the exception of payment obligations, any delay in the performance by either party of its obligations hereunder will be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

b) **Independent Contractor.** Each party is an independent contractor and employees of each party are not considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. The parties shall not make any commitments binding on the other or make any representation that they are acting for, or on behalf of, the other. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party will be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation and any taxes related thereto.

c) **Publicity.** Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except Granicus may include Client's name and logo in client lists and similar communications.

d) **Waiver.** No waiver of any breach of any provision of this Agreement or the SOW by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or the SOW will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

e) **Notices.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (iii) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (iv) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. The mailing and email addresses of the Client are as set forth in the Order or SOW, for Granicus as follows:

Granicus
Contracts
1152 15 th Street NW, Suite 800 Washington DC 20005
1-800-314-0147
contracts@granicus.com

f) **Severability.** If any provision of this Agreement, Order, or SOW, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement, Order or SOW will remain in full force and effect.

g) **Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (such consent not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void. This Contract will bind and inure to the benefit of each party's permitted successors and assigns.

h) **Amendment.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

j) **Applicable Law.** Each party will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable law, rules, and regulations including all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

k) **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor will they be construed to modify, define, limit, or expand the intent of the Parties.

l) **No Third-Party Beneficiaries.** This Agreement is binding upon and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

m) **Conflict of Interest.** Granicus certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of the Agreement, Order, or SOW.

n) **Anti-Corruption.** Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or item of value from an employee or agent of the other Party in connection with this Agreement. If Client learns of any violation of the above restriction, Client shall immediately notify Granicus.

13. Governing Law. If Client is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose), this Agreement will be governed by and construed in accordance with the laws of the state in which the public entity is located, with venue being a court of competent jurisdiction within such state. If Client is the Federal government of the United States or any branch or agency thereof, this Agreement will be governed by the laws of the United States with venue being any Federal district court of competent jurisdiction. If Client is a private or commercial entity, this Agreement will be governed by the laws of the state of New York, without reference to the state's conflict of law principles, with exclusive jurisdiction of the state and federal courts located in the borough of Manhattan, New York, New York. If Client is located in Canada, this Agreement will be governed by the laws of the Province of Ontario with suit brought only in the General Division of the Ontario Court of Justice. No applicable principals of conflicts of laws, imputed terms of the Uniform Commercial Code, or the United Nations Convention on contracts for the international sale of goods will apply to this Agreement.

14. Entire Agreement. This Agreement and Orders and SOWs governed by this Agreement constitutes the entire agreement between Granicus and Client, and supersedes all prior agreements, requests for proposals or pricing and the corresponding responses, understandings, representations or correspondence relevant to the subject matter hereof. Perpetual licenses granted to Client under prior agreements remain in full force and effect. If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of this Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable. Inconsistencies between documents will be resolved in the following order: (i) this Agreement; (ii) Orders and SOWs; (iii) all other purchase documents executed by the parties (except for any pre-printed or standard terms contained on purchase orders which shall have no force or effect); (iv) Granicus'

response to Client's RFI, RFP, RFQ; and (v) Client's RFI, RFP, RFQ. Client has not been induced to enter into this Agreement or the SOW by any representations or promises not specifically stated herein. This Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

SWAGIT Product Specific Terms

Version 5 June 2025

In addition to the terms and conditions of your agreement with Granicus, your use of the Swagit product offerings (including hardware, software and services) will be governed by the additional terms set forth below. Any conflict between the terms of your agreement with Granicus and these product-specific terms will be resolved in favor of these terms solely as it relates to the Swagit Product.

1. AVIOR Broadcaster Hardware.

a. Fifty percent (50%) of the total fees due for the hardware, pre-installation services, and set-up and deployment services will be invoiced upon contract signature. The remaining fifty percent (50%) balance of the hardware fees and fees due for pre-installation and set-up and deployment services will be invoiced upon completion of installation of the hardware at Client's designated location.

b. Cancellation of any order for Avior Broadcaster hardware will result in Client's obligation to pay Granicus twenty percent (20%) of the total fees due for the hardware as a restocking fee plus any fees due for services completed up to the date of cancellation, and Client is responsible for all costs associated with the return of the hardware to Granicus in resale condition.

c. Fees for Swagit Subscription Services related to Avior Broadcaster equipment will be invoiced upon contract signature. The initial subscription term will be prorated to reflect a ten (10) month subscription period to account for installation time. The full twelve (12) month renewal term will commence on the anniversary of the contract execution date.

2. EASE Encoder Hardware.

a. 100% of EASE encoder hardware fees and fees for installation and configuration will be invoiced upon contract signature. EASE encoders are not eligible for return or refunds.

b. Fees for Swagit Subscription Services related to EASE encoders will be invoiced upon contract signature and will be prorated to reflect an initial eleven-month term. The subsequent full twelve (12) month renewal term will commence on the anniversary of the contract execution date.

3. Warranty. All equipment is provided to Client with the manufacturer's warranty associated with such equipment. Granicus disclaims all warranties, express or implied associated with the equipment, including any implied warranties of merchantability

and fitness for a particular purpose. Granicus will provide Client with all documentation associated with the manufacturer's warranty upon request.

4. Camera and Broadcast Operations. Granicus may need to operate the camera and broadcast system remotely. Such remote operation requires access via inbound TCP port 2001, outbound TCP ports 21, 80, 443, 1935, 5721, and outbound UDP ports 53, 123. The Client will need to supply Granicus with access to such TCP and UDP ports with respect to the Client's Internet connection. Granicus will not be responsible for remote camera operations should Client fail to give Granicus such access, or if Client's Internet connection is interrupted. Additionally, in the event the Granicus needs to operate such system manually, the Client will provide access to the equipment at the Site designated by the Client in the Scope of Work.

ADDENDUM TO VENDOR'S AGREEMENT

The City of Melbourne's purchase pursuant to the attached agreement is conditioned upon the VENDOR agreeing to the terms and conditions set forth herein. To the extent of any conflict with provisions in the VENDOR's standard terms and conditions as set forth in VENDOR's agreement and the VENDOR's quote, the provisions in this Addendum will prevail. Collectively, the attached agreement (including other terms or documents or information incorporated by reference), the VENDOR's quote and this Addendum shall be referred to as "this Contract".

1. TERM OF CONTRACT. Notwithstanding anything to the contrary in this Contract, the term of this Contract, as extended through autorenewals or otherwise, shall be limited to 5 years. The parties agree that VENDOR's price shall not increase through the term of this Contract except as specifically set forth on the quote. VENDOR understands and agrees that approval of this Contract is limited by this paragraph such that an amendment to this Contract will be required to extend the term further or to increase the price, as the case may be.

2. PAYMENT. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by CITY shall be made in compliance with said Act. VENDOR agrees to invoice CITY no later than sixty (60) calendar days after the completion of the corresponding payment condition set forth in the agreement. CITY will not be obligated to make payment against any invoices submitted after such period. Payment shall not constitute acceptance. Original invoices shall be submitted and shall include: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Software and Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, VENDOR must render original invoice to the City of Melbourne, Accounts Payable Division, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

3. NON-APPROPRIATION. All funds for payment by CITY under this Contract are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the goods and/or services provided under this Contract, CITY will terminate this Contract, without termination charge or other liability, or other cost or expense on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods and/or services covered by this Contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Contract, VENDOR on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Contract beyond the date of termination.

4. TERMINATION. All provisions in this Contract providing for payment by the CITY as liquidated damages or as a cancellation fee or based upon acceleration of fees is hereby deleted. Upon termination of this Contract, the VENDOR shall pay the CITY a pro rata refund of payments made unless termination is based upon breach of the Contract by the CITY. All provisions that provide a security interest in property being purchased or owned by the CITY are hereby deleted. All provisions that authorize the VENDOR to repossess property or take action outside of court proceedings in response to a CITY breach of contract are hereby deleted.

5. LIABILITY. All provisions that require the CITY to assume liability or to indemnify, defend or hold harmless are hereby deleted. The CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided. Neither party shall be liable for any indirect, consequential, exemplary, special, incidental, reliance or punitive damages (including lost business, revenue, profits or goodwill) arising in connection with this Contract. As applicable, the parties agree that 1% of the total payment to VENDOR is the specific consideration from the CITY to VENDOR for VENDOR's indemnity agreement.

6. **DISPUTES.** All provisions requiring mandatory alternative dispute resolutions (including but not limited to arbitration or mediation) are hereby deleted. This Contract is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings shall be filed in Brevard County, Florida. The statute of limitations set forth in the Laws of Florida shall apply. Each party shall bear its own attorneys' fees and costs.

7. **WAIVER OF JURY TRIAL.** BY ENTERING INTO THIS CONTRACT, EACH OF THE VENDOR AND THE CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATIONR ELATED TO THIS CONTRACT.

8. **NOTICE.** In the event of breach or termination, in addition to notice provisions set forth in this Contract, a copy of notice to the CITY shall be provided to the City Manager, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

9. **ASSIGNMENT.** VENDOR may neither assign nor factor any rights in nor delegate any obligations under this Contract or any portion thereof without the written consent of the CITY.

10. **ACCESSIBILITY.** Any information, records, data or documentation provided by the VENDOR that is made available to the city or to the public shall be provided in a format compliant with ADA accessibility standards. For purposes of this requirement, ADA accessibility standards shall mean the world wide web consortium (w3c) wcag 2.1 AA accessibility guidelines.

11. **ENDORSEMENT.** All provisions that allow another to use the CITY's name in any advertising, endorsement or promotion are hereby deleted.

12. **ELECTRONIC SIGNATURES.** Unless waived by the CITY, this Contract shall not be executed via electronic signatures.

13. **PUBLIC RECORDS.** VENDOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law. All confidentiality provisions set forth in the contract are subject to disclosure pursuant to the Florida Public Records Law. VENDOR agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat.. A request to inspect or copy public records relating to this Contract for Services must be made directly to the CITY and VENDOR shall not release a public record in response to a request arising from anyone other than the CITY. To the extent VENDOR is "acting on behalf of the CITY" VENDOR shall be subject to the following provisions:

(i) As required by §119.0701, Fla. Stat., VENDOR shall (1) Keep and maintain public records required by the CITY to perform the Services; (2) Upon request from the CITY, 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 by law; (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract if the VENDOR 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 VENDOR or keep and maintain public records required by the CITY to perform the Service. If the VENDOR transfers all public records to the CITY upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the contract, the VENDOR 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.

(ii) The VENDOR who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to

§119.0701(4) and such failure to produce shall be considered a material breach of this Contract by VENDOR. In the event of such breach, in addition to all other remedies available, VENDOR shall pay to CITY all incidental and consequential damages arising from such breach, including attorneys' fees and costs incurred by the CITY in defending a public records action as well as those assessed against the CITY in such public records action.

(iii) The term "public record" as used in this section 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 and in connection with the transaction of official business by or on behalf of the CITY. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the CITY's City Attorney's Office or the City Clerk's Office; provided that the VENDOR hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by VENDOR.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS: City Clerk, 900 East Strawbridge Avenue, Melbourne, Florida 32901, Telephone: 321-608-7220, Email: City.Clerk@MLBFL.org

14. STATE LAW CERTIFICATIONS AND DISCLOSURES

a. **E-Verify.** The VENDOR understands that contracts with the CITY are subject to Florida Statutes, §448.095(2) and the VENDOR agrees to comply with the requirements of said statute. The VENDOR shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095(2), Fla. Stat. Notwithstanding anything to the contrary in this contract, the CITY reserves the right to terminate this contract in accordance with §448.095(2), Fla. Stat.

b. **Public Entity Crimes Statement.** Pursuant to Section 287.133, Florida Statutes, as amended from time to time, VENDOR hereby certifies that neither it nor its affiliates(s) have been placed on the convicted vendor list following a conviction for a public entity crime. The VENDOR hereby acknowledges the continuous duty to disclose to the CITY if VENDOR or any of its affiliates as defined by Section 287.134, Florida Statutes, are placed on the Discriminatory Vendor List.

c. **Foreign Gifts And Contracts.** The VENDOR must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. *See Section 286.101(7)(a).*

d. **Scrutinized Companies.** VENDOR hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Section list; and c) has not been engaged in business operations in Cuba or Syria. If the CITY determines that VENDOR has falsely certified facts under this paragraph or if VENDOR is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after execution of this Contract, CITY will have all rights and remedies to terminate this Contract consistent with Section 287.135, Florida Statutes, as amended. The CITY reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

e. **Anti-Trust Violations.** By entering into this Contract, VENDOR certifies that at the time of entering into this Contract, neither it nor its affiliate(s) are on the anti-trust

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. 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.

f. **Environmental and Social Government and Corporate Activism.**

Pursuant to 287.05701, Florida Statutes, as may be amended, CITY cannot give preference to a vendor based on social, political or ideologic interests as set forth therein. Vendors are also prohibited from giving preference to subcontractors based on the factors set forth therein. Violations of this paragraph 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.

15. **CLOUD-BASED SERVICES.** The following provisions apply if this Contract is for cloud-based services.

a. **Content Ownership and Use.** Notwithstanding anything to the contrary in the attached agreement, VENDOR agrees that data entered into the VENDOR's cloud-based service system (the "Content") is owned by the CITY and shall be returned to CITY promptly upon demand in a format acceptable to the CITY and at no charge. Content shall not be withheld for non-payment. Upon successful transfer of Content to CITY, VENDOR will destroy Content as directed by CITY upon the CITY's authorization. VENDOR's access to Content is limited such that the CITY grants VENDOR a limited, royalty-free, non-exclusive, non-transferable and non-sublicensable license to process Content only in the United States as instructed by CITY and limited to the CITY's benefit.

b. **Confidentiality.** If VENDOR's employees or representatives are granted access to any of CITY's computer networks or systems (including, but not limited computer systems, application programs and databases), VENDOR shall treat all of CITY's data and information accessed from such system(s) as CITY's confidential information. In addition, (i) VENDOR, VENDOR's employees and representatives will not use or disclose for any purpose any aspect or portion of third party data or information which VENDOR may access for CITY's computer system(s), unless VENDOR first obtain the third party's written consent; and (ii) VENDOR shall make no electronic or hard copies of CITY's information extracted from CITY's computer system(s) unless specifically requested to do so by CITY, in which case VENDOR will clearly mark and treat the information as "City Confidential". VENDOR shall only provide copies to VENDOR's employees or representatives within CITY's facility having a direct need to know. The obligations stated in this section shall survive the expiration or termination of this Contract.

c. **Data Security.** VENDOR is responsible for safeguarding CITY data and Content from unauthorized access. All CITY data and Content will be stored, processed, and maintained in accordance with state and federal privacy and data protection laws and solely in data centers located in the United States. VENDOR agrees to immediately notify CITY of any unauthorized use, copying, or disclosure of the Content or portal accounts of which VENDOR becomes aware and agrees to immediately take such actions as are necessary to end and prevent any such use, copying, or disclosure. VENDOR acknowledges and agrees that any unauthorized use, copying or disclosure may cause immediate and irreparable injury to CITY or to third parties, and in such event, CITY may seek and obtain injunctive relief, without bond or other security, in addition to other remedies available at law and in equity.

d. **Indemnification for Intellectual Property.** VENDOR shall defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of or actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, copyright, or other proprietary right of any third party, arising out of the use or sale of VENDOR's cloud-based services (other than for liability proved to be the fault of CITY). VENDOR's indemnification under this subsection applies only to: (i) unmodified software or cloud-based service licensed to CITY; (ii) software or cloud-based service modified by VENDOR for CITY; and (iii) software or cloud-based service modified with VENDOR's express permission. If a third party's claim endangers or disrupts CITY's use of the cloud-based service, VENDOR shall, at CITY's option and at no charge to CITY, (a) replace the cloud-based service with a compatible, functionally equivalent and non-infringing product; (b)

modify the cloud-based service to avoid the infringement; (c) obtain a license so CITY may continue use of the cloud-based service for the Contract term; or if these options are commercially unreasonable (d) return a pro-rata portion of the applicable fee paid by CITY.

e. **Subscription Term.** The beginning of the term of the initial subscription is subject to availability to the CITY of the contracted cloud based service and the parties agree that payment obligations for the license to use the cloud based service shall not apply unless and until the contracted cloud based service is available for use to the CITY.

f. **Backup and Recovery of Data.** VENDOR is responsible for maintaining a backup of the CITY data and content and for an orderly and timely recovery. VENDOR shall maintain a contemporaneous backup of CITY Content that can be recovered within a reasonable period of time.

g. **Waiver of Limitation of Liability.** VENDOR waives any limitation of liability in the Agreement for damages, costs and expenses resulting from VENDOR's breach of confidentiality or data security obligations, claims for which the VENDOR is insured and damages, costs and expenses payable under the VENDOR's indemnification obligations.

16. The terms and conditions of this Contract shall not be modified to conflict with this Addendum without the express written consent of the City of Melbourne.

IN WITNESS WHEREOF, the parties set forth above have set there hand and seal.

CITY:

CITY OF MELBOURNE, a Florida municipal corporation

By: _____

Jenni Lamb
As City Manager

Date: _____

ATTEST:

Kevin McKeown, City Clerk

VENDOR:

Granicus LLC.

DocuSigned by:

Alex Bern

0F7DAA9D3DAD473... Alex Bern

As Authorized Agent

Date: 5/1/2024

[subscription-agreement_us-master_versionmay-2022.pdf.pdf \(granicus.com\)](#)

Title of Attached Agreement: _____

SOLE/SINGLE SOURCE REQUEST FORM

DATE:	8/22/2025
TO:	Gregory Bunn, Procurement Manager
THRU:	
FROM:	Rebecca Thibert, Assistant to the City Manager
Product/Service Description:	Purchase of Avior™ 25 Fully-Managed Meeting and Video Management streaming services for City Council meeting streaming, Granicus, LLC, Washington, D.C. - first year cost \$99,969.67, total cost of the contract \$180,004.71.

PART I

CHECK ONE: ☐ **FIRST APPLICATION** ☐ **RENEWAL**

SOLE SOURCE • SINGLE SOURCE • SOLE BRAND • STANDARDIZATION

It is the policy of the City of Melbourne to consistently purchase goods and services using full and open competition. The taxpayers in Melbourne are best served when we make sound business decisions based on competitive bids or proposals. Early acquisition planning that includes the Procurement Division can help to avoid delays and to facilitate effective market research. However, there may be instances when other than full and open competition may be justified. When a user department(s) determines that other than full and open competition is necessary or in the best interest of City of Melbourne, appropriate justification for that course of action must be submitted to the Procurement Division for approval in order to waive the competitive procurement process.

REQUEST FOR:

☐ **SOLE SOURCE*** ☐ **SOLE BRAND***
☒ **SINGLE SOURCE*** ☐ **STANDARDIZATION***

(More than one box above may be checked)

***SOLE SOURCE (use for single purchases only)**

The supply of a product or service so uniquely* qualified that it is only available from a solitary source.

***SINGLE SOURCE (use for single purchases only)**

The supply of a product or service which may be available from multiple sources, but a specific vendor is uniquely* qualified and meets the users' requirements.

***SOLE BRAND (use for single purchases only)**

This is a specified service or product that has unique specifications to successfully meet the needs of the department and no alternate brands are acceptable.

***STANDARDIZATION (used for multiple purchases and can be combined with the above; i.e. Standardization/Sole Source, Standardization/Sole Brand, Standardization/Sole Source/Sole Brand, etc.)**

This is the procedure of maintaining methods and equipment as constant as possible because of measurable benefits to the department and/or agency. Competition among distributors of a standardized brand will be attained if possible.

DEFINITION OF UNIQUELY*:

1. Being the only one of its kind
2. Without an equal or equivalent; unparalleled
3. Unusual; extraordinary
4. Characteristic of a particular category, condition, or locality

Order must be placed by:	11/1/2025	Product/Service needed by:	11/30/2025
Proposed Vendor:	Granicus		
Address:	1152 15th Street NW, Suite 800 Washington DC 20005		
Brand:		Product #:	
Estimated Cost of Purchase:	\$180,004.71	Account to be charged:	13000516-534000 IT - Other Contract Services

Note: Insurance may be required, check with the Procurement Office.

PART II QUESTIONNAIRE

ALL QUESTIONS MUST BE ANSWERED

(ATTACH DOCUMENTATION TO SUPPORT THE FOLLOWING ANSWERS)

Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities and compatibility. Describe what steps have been undertaken to make this determination:

Swagit (Avior™ 25 Fully-Managed Meeting and Video Management) is a unique provider of fully-managed, remote, video production of board and commission meetings. As Swagit is a product of Granicus, which is the City's current website provider, integration of the service with the current website will be seamless. This will provide for a better viewing product for the public when accessing City Council meeting video streaming.

Explain why this service provider, supplier, or manufacturer is the unique available source from which to obtain this product or service and describe the efforts that were made to verify and confirm whether or not this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributors of exclusive distributorships for the product or service if that is cited as a reason):

Granicus is the sole supplier of the Avior™ 25 Fully-Managed Meeting and Video Management software and is the owner, developer, and manufacturer of the source code. Granicus is also the only vendor that has the ability and expertise to support the source code for Swagit for the purposes of maintenance services, including Software updates, enhancements, bug fixes, and standard technical support issues.

Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or If we purchase this item, will we need more "like" items in the future to match this one? If so, Estimated Annual Expenditure: \$

No.

Please describe your market research and the results thereof. This should include a description of other similar sources or products available in the market, if any, and why they are not acceptable.

Granicus is the current vendor of the City's website.

Explain the consequence(s), including a dollar estimate of the financial impact, if this item is not approved for the determination above:

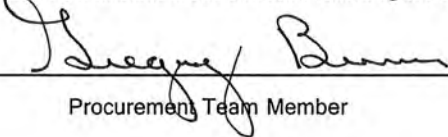
The City has encountered multiple issues with the current system, CivicPlus CP Media, and it is not a reliable option. Use of CP Media requires service of an outside vendor (IM Solutions) to manage the production equipment in the Council Chamber and also oversight from a City staff member.

I certify that the above statements are true and correct, to the best of my knowledge. I also certify that prices obtained are fair and reasonable. I also certify that neither I, nor my family members, will gain or receive any additional benefit because I have recommended that this acquisition be obtained solely from a designated vendor or contractor.

Requested by (print):	Rebecca Thibert	Date:	8/22/2025
Dept. Head Signature:		Date:	8/22/25

DO NOT WRITE BELOW THIS LINE
FOR PROCUREMENT DIVISION USE ONLY

APPROVAL AUTHORITY: In accordance with City of Melbourne Procurement Division procedures it is requested that you review that information contained herein and make your recommendation to begin/continue the above requested procurement. A review of this recommendation, if a Standardization, will be made on an annual basis in June following the approval date.

APPROVED: , 8125125
Procurement Team Member Date

DISAPPROVED: _____ If not approved state reason below:



8/22/25

SOLE SUPPLIER CERTIFICATION

This is to certify that the computer software program(s) identified below (the "Software"), are the sole and exclusive property of **Granicus, LLC. and/or its affiliates and subsidiaries, ("Supplier")**. Supplier is the owner, developer, and manufacturer of the source code to the Software and has exclusive rights to distribute the source code for the Software or authorize affiliates and resellers to distribute the Software on Supplier's behalf. No other vendor has end user distribution rights to the source code.

Supplier is the only vendor that has the ability and expertise to support the source code for the Software for the purposes of maintenance services, including Software updates, enhancements, bug fixes, and standard technical support issues. Any third-party technology or data included in or with the Software is the property of such third party, is provided under separate agreement between the third party and Supplier, and is not subject to this certification.

Signed on ~~behalf of Supplier~~ as of the date set forth above:

Signature: *Brendan Stierman*
Name: Brendan Stierman
Title: Manager, Contracts

Software:

- Swagit Avior™
- Avior™ Control Software License
- Avior™ PRO Remote Broadcast System
- CaptionLive



Melbourne City Council
October 14, 2025
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	2
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	C.18.

Subject:

Preliminary Plat Request (PPLAT2025-0001), Torrence Townhome Subdivision

Background/Consideration:

This is a request for preliminary plat approval for a townhome subdivision on a 0.545±-acre property zoned R-2 (One, Two, and Multiple-Family Dwelling Medium Density District) located on the south side of Torrence Lane, south of Sarno Road, west of North Harbor City Boulevard, and east of the FEC Railway. Specifically, the properties are current Parcel IDs 27-37-21-50-B-11, 27-37-21-50-B-10, and 27-37-21-50-B-7, as reflected with the Brevard County Property Appraisers as of the date of this item report. The property is zoned R-2 and has a Medium Density Residential Future Land Use designation. The property is located within Council District 2.

The applicant proposes to develop eight (8) townhome lots and one (1) community tract on the undeveloped property. All lots will front Torrence Lane along the north property line. The proposed lots will exceed the minimum requirements for a townhome lot in the R-2 zoning district. The overall density for the project is 14.68± units per acre, which is below the maximum permitted 15 units per acre. The surrounding properties are either commercial, or multi-family, or single family in nature and compatible with the proposed project.

After preliminary plat approval, the project will go through the construction plan review process and will return to City Council once the infrastructure and legal documents are completed for a final plat approval.

At the September 18, 2025 meeting, following review and discussion, the Planning and Zoning Board voted unanimously to recommend approval of this request.

Fiscal/Budget Impact:

N/A

Requested Action:

Approval of PPLAT2025-0001, based on the findings and conditions contained in the Planning and Zoning Board memorandum.

Memorandum

To: Jenni Lamb, City Manager
Thru: Cindy Dittmer, AICP, Community Development Director
From: Cheryl A. Dean, AICP, Planning Manager
Re: **Preliminary Plat Request (PPLAT2025-0001) Torrence Townhome Subdivision**
Date: September 25, 2025

Owner/Applicant/Representative

- Owner – Torrence Lane LLC, Mike Grogan
- Applicant/Representative – Vaheed B. Teimouri, P.E.

Proposed Action

Preliminary Plat Approval to construct an eight-lot subdivision at an overall density of 14.68± units per acre, on a 0.545±-acre property zoned R-2 (One, Two, and Multiple-Family Dwelling Medium Density District).

Location

The property is located on the south side of Torrence Lane, south of Sarno Road, west of North Harbor City Boulevard and east of the FEC Railway, in Township 27 South, Range 37 East, Section 21. The property is located within Council District 2.

History

The undeveloped 0.545±-acre property includes Lots 7-11, Block B, MELBOGALLIE Subdivision (PB5, PG64), recorded in 1925. The property was historically zoned R-1A. In 1986, City Council approved a request to rezone the area, (including this property), from R-1A to R-2, (Z-1986-434/Ordinance No. 1986-28). The property has a Medium Density Residential Future Land Use designation and is not located within a Community Redevelopment Area (CRA) nor any Activity Center.

Adjacent Property Information

Access: Torrence Lane, along the north property line
To the East: Single-family residential home
Zoning: R-2
Land Use: Medium Density Residential

To the West: Capernaum Apartments

Zoning: R-2

Land Use: Medium Density Residential

To the North: Across Torrence Lane, multi-tenant office building; single-family residential home; vacant land owned by the City of Melbourne

Zoning: R-P

Land Use: Office/Professional

To the South: Multi-family residential units

Zoning: R-2

Land Use: Medium Density Residential

Analysis of the Preliminary Plat

The request for preliminary plat approval is subject to the standards contained within Appendix D, Chapter 8, Subdivisions and Platting. The applicant would like to develop the 0.545± acres of undeveloped land with eight platted townhome lots and one tract.

The eight townhome lots are proposed at an average lot size of 2,430± square feet, which exceeds the minimum lot size of 1,800 square feet. As identified on the preliminary construction plan, the applicant is proposing a single townhome building across all eight lots.

The lots will be required to meet the minimum setbacks for the R-2 zoning district. Regarding density, the Medium Density Residential future land use classification permits up to 15 units per acre. The proposed density of 14.68± units per acre is below the 15 units per acre maximum.

A maximum of two building permits for single-family homes (model homes) may be issued prior to the recordation of the final plat (consistent with Appendix D, Chapter 8, Section 8.5(d)(2)). This will allow the start of construction of the single, eight-unit townhome building, allowing permits for two of the eight units.

Access: The development has existing road frontage to the north on Torrence Lane.

Other Site Development Requirements: Sidewalks are required to be provided on the south side of Torrence Lane (Appendix D, Chapter 8, Section 8.6(B)(7)a.). The site will meet all requirements of Appendix D, Chapter 9, Article XV, for landscape areas at the time of construction plan approval. Stormwater will be provided within Tract A.

Environmental Impact Analysis

Toland Environmental Consulting, of Melbourne Florida, provided an Environmental Impact Assessment, dated May 22, 2025. The following environmental information for the site was provided:

General Site Information: Based upon the information provided, past human activity surrounding the Property appears to have altered some of the characteristics of the property.

Upland Habitat Information: The report indicates that the entire 0.545 acres of the

property are considered to be uplands. Soil types on this site are entirely Paola-Urban Land Complex, 0 to 8 percent slopes, which are not considered to be hydric soils.

The area is delineated as being in the St. Johns River Plateau geologic community and does not appear to fall within a potential aquifer recharge area. The canopy consists of cabbage palm, live oak, strangler fig, Australian pine, and mimosa tree. Understory is primarily absent.

Wetland Habitat Information: There were no wetlands identified on the site.

As with all projects, applicable permits will be required prior to construction plan approval, if necessary.

School Concurrency

A school capacity determination is not required for this project due to the number of lots proposed. The applicant will be required to submit an application for a final School Concurrency Determination from the Brevard County School District during the review of the final plat for the project.

Water and Sewer Concurrency

The City's Ten-Year Water Supply Facilities Work Plan indicates that adequate potable water is available to serve this site. Adequate City sewer service is also available to the subject property. The Lake Washington Water Treatment Plant and the D.B. Lee Wastewater Treatment Plant will serve this site.

Mobility/Concurrency

The subject property is located on the south side of Torrence Lane, west of North Harbor City Boulevard and east of the FEC Railway. This site is located in Mobility District B (Redevelopment/US 1 Corridor area).

Total new trip generation for this project is estimated to be approximately 47 trips per day via access from Torrence Lane and US 1 (based upon ITE Land Use Code 230 – Residential Townhome/Condominium). For mobility purposes, the applicant will be required to provide three mobility improvements. The applicant can choose to make a payment in lieu of constructing the mobility improvements. Based upon the proposed use (townhouse), the payment in lieu of amount will be \$1,667 per unit for a total of \$13,336.

Joint Planning Agreement (JPA) Comments

The subject property is not located within the Joint Planning Agreement area.

Planning and Zoning Board Action

On September 18, 2025, following review and discussion, the Planning and Zoning Board voted unanimously to recommend approval of the proposed request.

Recommendation

Based upon the findings contained in the Planning and Zoning Board memorandum, for the 0.545± acre property located on the south side of Torrence Lane, west of North

Harbor City Boulevard, and east of the FEC Railway, the Planning and Zoning Board and Community Development Department recommend:

Approval of PPLAT2025-0001, Preliminary Plat for a proposed eight-lot townhome subdivision consisting of a single-sheet preliminary plat prepared by Andrew Powshok, AAL Land Surveying Services Inc., of West Melbourne, Florida, and including a single-sheet preliminary construction plan prepared by Vaheed Teimouri, P.E., Teimouri & Associate, Inc., of Melbourne, Florida, Project Number 2024-156, with a signed and sealed date of September 12, 2025, pursuant to the following conditions:

- a. Changes to the Preliminary Plat will require reevaluation by the City Engineering Department and Community Development Department.

Any substantial change to the Site Plan as outlined in Appendix B, Article IX, Section 6 (E), will require review and approval by City staff, the Planning and Zoning Board, Local Planning Agency, and/or the City Council, as applicable.

- b. Appropriate environmental permits must be obtained as part of the construction plan review process, as applicable.
- c. A maximum of two building permits for single-family homes (two townhomes) may be issued prior to the recordation of the final plat (consistent with Appendix D, Chapter 8, Section 8.5(d)(2)).

Memorandum

To: Mayor and Council
From: Yvonne Minus, Chair, Planning and Zoning Board
Re: **Preliminary Plat Request (PPLAT2025-0001) Torrence Townhome Subdivision**
Date: September 19, 2025
Owner: Torrence Lane LLC, Mike Grogan
**Applicant/
Representative:** Vaheed B. Teimouri, P.E.

The Planning and Zoning Board, at its regular scheduled meeting of September 18, 2025, reviewed the above-referenced request.

Following review and discussion, the Planning and Zoning Board voted unanimously to recommend approval of the following preliminary plat, located located on the south side of Torrence Lane, west of North Harbor City Boulevard and east of the FEC Railway:

- **Preliminary Plat approval** to construct an eight-lot subdivision at an overall density of 14.68± units per acre, on a 0.545±-acre property zoned R-2 (One, Two, and Multiple-Family Dwelling Medium Density District).

The recommendation was based upon a single-sheet preliminary plat prepared by Andrew Powshok, AAL Land Surveying Services Inc., of West Melbourne, Florida, and including a single-sheet preliminary construction plan prepared by Vaheed Teimouri, P.E., Teimouri & Associate, Inc., of Melbourne, Florida, Project Number 2024-156, with a signed and sealed date of September 12, 2025, and pursuant to the following findings and conditions:

Findings for the Preliminary Plat

1. The site is designated as Medium Density Residential on the Future Land Use Map, which permits the consideration of single-family attached residential uses. The maximum density permitted at this location is 15 units per acre. The residential densities in this land use category vary depending on their proximity to activity centers and to established low density residential zoning districts. The application of zoning districts within areas designated for Medium Density Residential on the Future Land Use Map reflects that variation by allowing higher densities closer to the activity centers and restricting density/intensity in areas closest to established residential districts. The subject site has Medium Density

Residential future land use classification and is zoned R-2, which permits townhome uses.

2. The preliminary plat request is located within a residential zoning district (R-2). The proposal can be considered within the Medium Density Residential Future Land Use category. Once the conditions for approval are incorporated into the plat, the request will be consistent with the goals, objectives and policies from the City's Comprehensive Plan.
3. The R-2 zoning district permits single-family residential townhome uses. The proposed preliminary plat proposes eight townhome lots on approximately 0.545± acres. The density proposed by the preliminary plat is approximately 14.68± dwelling units per acre. This figure is less than the maximum density allowed at this location (15 units per acre).
4. Per the Comprehensive Plan, the zoning map and land development regulations may impose more restrictive densities and intensities of development based on height requirements, land coverage standards, setbacks, minimum lot size requirements, traffic and circulation standards, landscaping and breezeway requirements, and other such dimensional and development criteria. The applicant has submitted a code-compliant preliminary plat application for this site.
5. The proposal is specifically consistent with **Goal 1 of the Future Land Use Element**. The purpose stated in this Goal is to meet the needs of population growth through public and private development and redevelopment, and through the appropriate distribution, location, and extent of land use, consistent with adequate levels of service, efficient use of facilities, and protection of natural resources and environmental lands. The proposed use is consistent with the mix of residential and commercial development patterns in this vicinity.
5. The preliminary plat is compatible with adjacent uses in the area. A single-family home and an office development are located to the north; a multi-family residential development zoned R-2 is located to the south; a newly constructed multi-family residential development is located to the west, and a single-family residential home is located to the east. In addition, the preliminary plat meets all requirements of Appendix D, Chapter 8, Subdivision Code.
6. The proposed preliminary plat will not impact the environmental and natural areas of the City since development on this site will be required to comply with all applicable standards and regulations.
7. The proposal will not have an adverse impact on the public health, safety, welfare, or aesthetics of the City. The site is zoned R-2, which allows platted single-family attached townhome development. Developed residential uses are located to the east, west, and north of the subject site.

8. The proposal will support the public health, safety, welfare, economic order, and quality of life of the community as it will allow for the establishment of a use that will not create excessive noise, fumes, dirt, or dust, and will not damage area properties or be detrimental to the environment. The site is located in an area that contains numerous multi-family residential uses. A professional office use is located to the north of this site. This neighboring non-residential use fronts a major 4-lane arterial roadway (Sarno Road) and U.S. Highway 1, a state-maintained, 7-lane arterial roadway is approximately 175 feet to the east.
9. The City's Ten-Year Water Supply Facilities Work Plan indicates that adequate potable water is available to serve this site. The City of Melbourne will also provide sanitary sewer service to this property.
10. The proposed project has been evaluated for consistency with the City's mobility standards. **Transportation Element Objective 3.1** states that the City of Melbourne shall support mobility within five mobility districts throughout the City with strategies that address alternative modes of transportation by providing context-appropriate sidewalks, bikeways, transit facilities, parking management and improvements that will contribute to specific and identified mobility needs within the City. For mobility purposes, the applicant will be required to provide three mobility improvements. The applicant can choose to make a payment in lieu of constructing the mobility improvements. Based upon the proposed use (townhouse), the payment in lieu of amount will be \$1,667 per unit for a total of \$13,336.

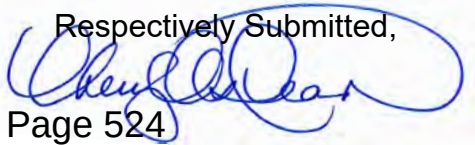
Conditions for the Preliminary Plat

- a. Changes to the Preliminary Plat will require reevaluation by the City Engineering Department and Community Development Department.

Any substantial change to the Site Plan as outlined in Appendix B, Article IX, Section 6 (E), will require review and approval by City staff, the Planning and Zoning Board, Local Planning Agency, and/or the City Council, as applicable.

- b. Appropriate environmental permits must be obtained as part of the construction plan review process, as applicable.
- c. A maximum of two building permits for single-family homes (two townhomes) may be issued prior to the recordation of the final plat (consistent with Appendix D, Chapter 8, Section 8.5(d)(2)).

Respectively Submitted,



Page 524

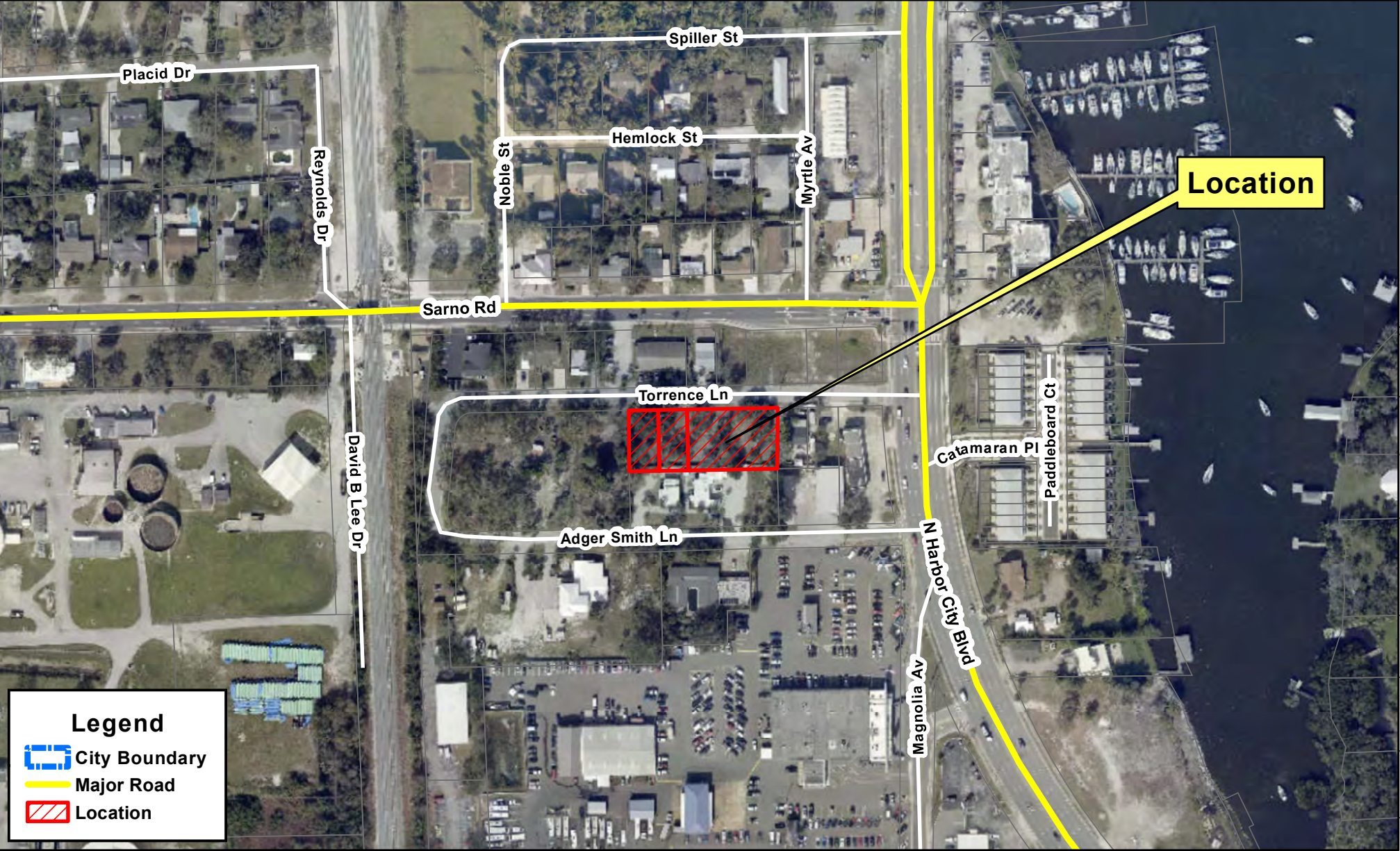
_____ for
Yvonne Minus, Chair
Planning and Zoning Board

TORRENCE TOWNHOME SUBDIVISION
LOCATION MAP
PPLAT2025-0001



GIS Portal: <https://maps.mlbfl.org/arcgis>
ArcGIS Online: <https://mgis.maps.arcgis.com>

240 0 240
Feet
1 inch = 250 feet



Legend

- City Boundary
- Major Road
- Location

DISCLAIMER: Illustrative purposes only.
No warranties, expressed or implied, are
provided for the property records and mapping
data herein or for their use or interpretation by the
User. The City of Melbourne assumes no liability
for any damages, losses, costs or expenses
including but not limited to those arising from the
property records or mapping data provided herein.

Title: TORRENCE TOWNHOME SUBDIVISION
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 9/12/2025 2:30:52 PM
Document Name: TORRENCE THs PRE-PLAT LOCATION MAP
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PEIP&ZBOARD2025\Maps\IMXD\TORRENCE THs PRE-PLAT LOCATION MAP.mxd

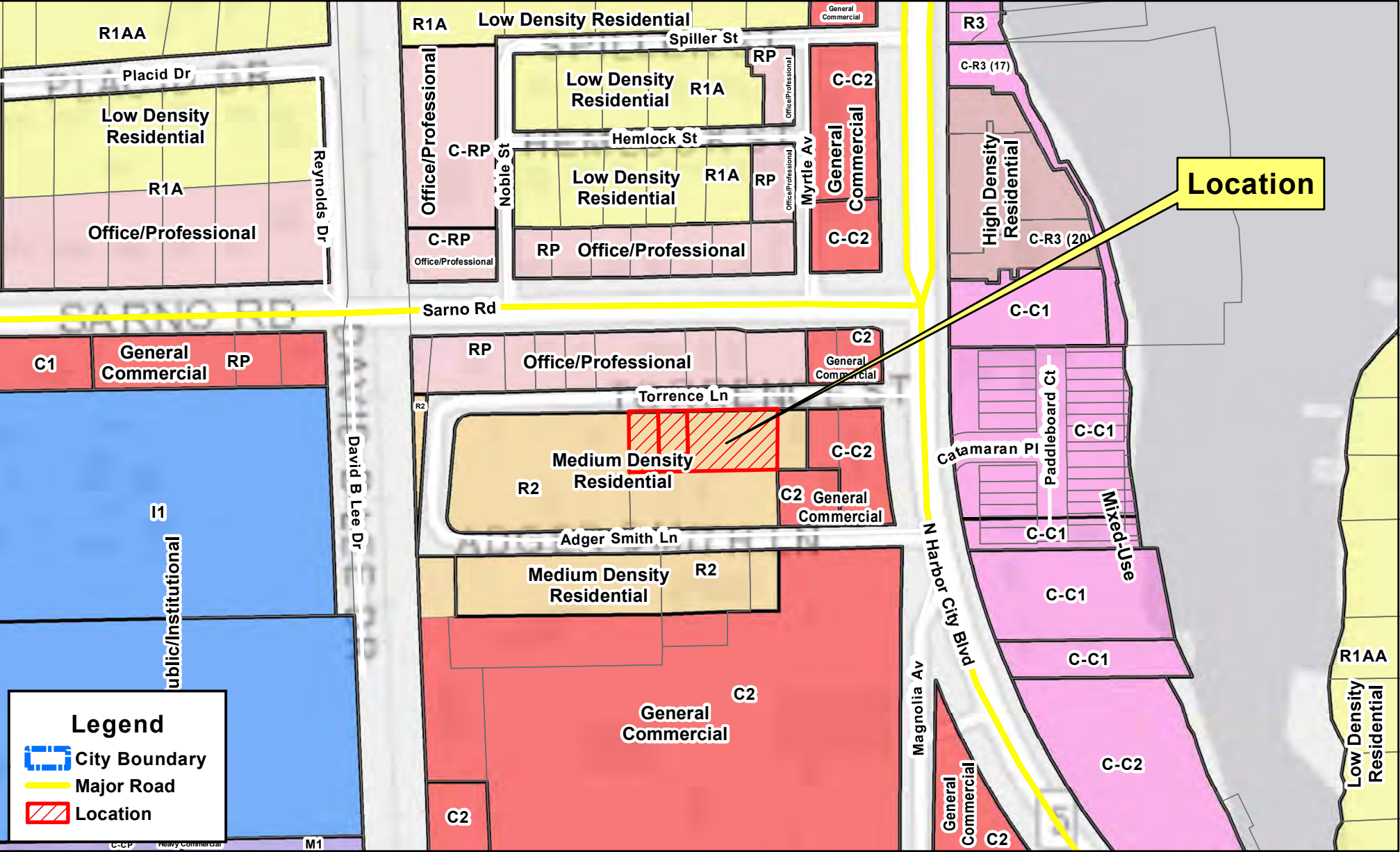
City of Melbourne
Information Technology Department
GIS Division
900 E Strawbridge Av Room 324
Melbourne, FL 32901
P: (321) 608.7700
Fax: (321) 608.7719
Email: GIS@mlbfl.org

Item No. C. 18.

TORRENCE TOWNHOME SUBDIVISION
FUTURE LAND USE & ZONING MAP
PPLAT2025-0001



GIS Portal: <https://maps.mlbfl.org/arcgis>
ArcGIS Online: <https://mgis.maps.arcgis.com>
240 0 240
Feet
1 inch = 250 feet

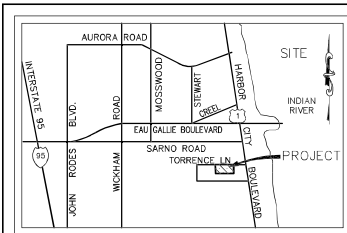


DISCLAIMER: Illustrative purposes only.
No warranties, expressed or implied, are
provided for the property records and mapping
data herein or for their use or interpretation by the
User. The City of Melbourne assumes no liability
for any damages, losses, costs or expenses
including but not limited to those arising from
any User's use of the data or for the
property records or mapping data provided herein.

Title: TORRENCE TOWNHOME SUBDIVISION
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 9/12/2025 2:18:25 PM
Document Name: TORRENCE THs PRE-PLAT FLU MAP
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PE\I&ZBOARD2025\Maps\IMXD\TORRENCE THs PRE-PLAT FLU MAP.mxd

City of Melbourne
Information Technology Department
GIS Division
900 E Strawbridge Av Room 324
Melbourne, FL 32901
P: (321) 608.7700
Fax: (321) 608.7719
Email: GIS@mlbfl.org

Item No. C. 18.



SEE COVENANTS, CONDITIONS AND RESTRICTIONS AS RECORDED IN ORB _____, PAGE _____, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
SEE STORMWATER MAINTENANCE AGREEMENT RELATED TO THIS PLAT AS RECORDED IN ORB _____, PAGE _____, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
SURVEYOR'S NOTES:

1. THE BASIS OF BEARINGS AS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 88°30'00" EAST FOR THE SOUTH RIGHT OF WAY LINE OF TORRENCE LANE.
2. AN EASEMENT 2.0 FEET IN WIDTH IS RESERVED ADJACENT TO AND CONTIGUOUS WITH THE WEST LOT LINE OF LOT 1 FOR THE PURPOSE OF PROVIDING FOR INSTALLATION AND MAINTENANCE OF PRIVATE LANDSCAPING.
3. AN EASEMENT 7.5 FEET IN WIDTH IS RESERVED CENTERED ON SIDE AND REAR LOT LINES (EXCEPT THOSE UTILIZING ZERO LOT LINE CONSTRUCTION) FOR THE PURPOSE OF PROVIDING FOR INSTALLATION AND MAINTENANCE OF PUBLIC AND PRIVATE UTILITIES, UNLESS OTHERWISE SHOWN.
4. AN EASEMENT 10 FEET IN WIDTH IS RESERVED ALONG THE FRONT LOT LINE TORRENCE LANE FOR THE PURPOSE OF PROVIDING FOR DRAINAGE, AND INSTALLATION AND MAINTENANCE OF PRIVATE AND PUBLIC UTILITIES.
5. ALL PLATTED PUBLIC UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICE; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND/OR OPERATION OF CABLE TELEVISION SERVICE WILL INTERFERE WITH THE FACILITIES AND SERVICES OF THE ELECTRICAL, TELEPHONE, GAS, WATER, OR OTHER PUBLIC UTILITY. IN THE EVENT THAT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
6. TRACT A IS FOR THE PURPOSE OF PRIVATE DRAINAGE, LANDSCAPING, PUBLIC AND PRIVATE UTILITY PURPOSES AND SHALL BE RESTRICTED IN OWNERSHIP TO, CONVEYED TO AND MAINTAINED BY TORRENCE TOWNHOMES ASSOCIATION, INC.
7. LOT CORNERS WILL BE MONUMENTED WITH 1/2" IRON ROD OR NAIL AND DISK STAMPED "POWSHOK" PLS 5383.
8. FENCES IN EASEMENTS ARE REGULATED BY APPENDIX D, CHAPTER 9, ARTICLE XV, SECTION 9.47(d).
9. ALL LUMINARIES SHALL BE CONSISTENT WITH CITY CODE, APPENDIX D, CHAPTER 8, SECTION 8.6.(c)-(3).
10. THIS IS A RESIDENTIAL SUBDIVISION - MELBOURNE SUBDIVISION NO. PPLAT-2025-0001.
11. SIDE LOT EASEMENTS ALONG THE BOUNDARIES OF A SINGLE BUILDING SITE SHALL BE TERMINATED WHEN TWO OR MORE LOTS ARE USED FOR A SINGLE BUILDING SITE, UNLESS A DRAINAGE STRUCTURE OR UTILITY HAS BEEN CONSTRUCTED WITHIN THE EASEMENT, WHEN MORE THAN ONE LOT OR PARTS OF ONE OR MORE LOTS ARE USED AS A SINGLE BUILDING SITE. THE OUTSIDE BOUNDARIES OF THE BUILDING SITE SHALL CARRY THE SIDE LOT LINE EASEMENTS PROVIDED AND DEDICATED BY THIS PLAT, PROVIDED THAT NO UTILITIES EXIST WITHIN SAID EASEMENT AND PROPER VERIFICATION HAS BEEN MADE.

SITE DEVELOPMENT NOTES:

SUBDIVISION FILE NUMBER: PPLAT2025-0001
ZONING: R-2
FUTURE LAND USE: MEDIAN DENSITY RESIDENTIAL
TOTAL ACRES: 0.545 ACRES +/- (23,750 SF)
TOTAL NUMBER LOTS: 8
PROPOSED DENSITY: 14.68 UPA
MAXIMUM DENSITY: 15 UPA
MINIMUM LOT SIZE: 1,800 SQUARE FEET
AVERAGE LOT SIZE: 2,430 SQUARE FEET (0.055+/-ACRES)
MAXIMUM IMPERVIOUS COVERAGE PER LOT: 1,600 SF, 66%
MINIMUM LOT WIDTH: 18 FEET REQUIRED & 27 FEET PROVIDED
MINIMUM LOT DEPTH: 80 FEET REQUIRED & 90 FEET PROVIDED
MAXIMUM BUILDING HEIGHT: 48 FEET (4 FLOORS)

SETBACKS:
FRONT: 20 FEET
SIDE INTERIOR: 7.5 FEET**
SIDE (CORNER): 20 FEET
REAR: 25 FEET
(*TOWNHOME SETBACKS ARE DETERMINED BETWEEN BUILDINGS; INTERIOR TOWNHOME UNITS/LOTS DO NOT HAVE SIDE SETBACK REQUIREMENTS)

***BUILDING SETBACKS MUST BE VERIFIED WITH THE CITY OF MELBOURNE PRIOR TO SITE CONSTRUCTION.**

LEGEND:

- NAD NORTH AMERICAN DATUM
- C.R.B. OFFICIAL RECORDS BOOK
- (B.B.) BEARING BASIS
- C= CURVE DELTA
- R= CURVE RADIUS
- L= CURVE LENGTH
- CB= CHORD BEARING
- C= CHORD DISTANCE
- (NR) NON-RADIAL
- (R) RADIAL
- LD LICENSED BUSINESS
- 4"x4" CONCRETE PERM FOUND
- NO IDENTIFICATION
- 4"x4" CONCRETE PERM SET
- STAMPED "POWSHOK PERM PLS 5383"
- UNLESS SHOWN OTHERWISE
- PCP NAIL AND DISK SET STAMPED "POWSHOK PERM PLS 5383"
- PRM PERMANENT REFERENCE MONUMENT
- PCP PERMANENT CONTROL POINT
- PLS PROFESSIONAL LAND SURVEYOR
- PRM PROFESSIONAL SURVEYOR
- AND MAPLER
- LD LICENSED BUSINESS
- TWP TOWNSHIP
- R/W RIGHT OF WAY
- PDE PRIVATE DRAINAGE EASEMENT
- SQFT SQUARE FEET
- FLU FUTURE LAND USE
- Z ZONING

NOTE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

TORRENCE TOWNHOMES

BEING A REPLAT OF A LOTS 7, 8, 9, 10 AND 11, BLOCK B,
PLAT OF MELBOGALLIE,
AS RECORDED IN PLAT BOOK 5, PAGE 64B,
LYING IN SECTION 21, TOWNSHIP 27 SOUTH, RANGE 37 EAST,
CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA

- PLAT PREPARED BY -
AAL LAND SURVEYING SERVICES, INC.
PROJECT #5001: TORRENCE TOWNHOMES
DATE: 02-04-25
3970 MINTON ROAD
WEST MELBOURNE, FLORIDA 32904
(321) 768-8110

- PLAN PREPARED BY -
TEIMOURI & ASSOCIATES, INC.
32 EAST NEW HAVEN AVENUE
MELBOURNE, FLORIDA 32901
(321) 729-8362

- OWNER -
TORRENCE LANE, LLC
446 GUSS HIPP BOULEVARD,
ROCKLEDGE, FLORIDA 32955
(321) 704-2979

DESCRIPTION:

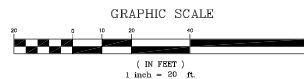
LOTS 7, 8, 9, 10 AND 11, BLOCK B, PLAT OF MELBOGALLIE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 64B, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 6, BLOCK B OF SAID PLAT OF MELBOGALLIE, AND RUN SOUTH 01°30'00" EAST, A DISTANCE OF 95.00 FEET ALONG THE WEST LINE OF SAID LOT 6, BLOCK B, OF SAID PLAT OF MELBOGALLIE, THENCE SOUTH 88°30'00" WEST ALONG THE NORTH LINE OF LOTS 24 THROUGH 28, BLOCK B, OF SAID PLAT OF MELBOGALLIE, A DISTANCE 250.00 FEET; THENCE NORTH 01°30'00" WEST ALONG THE EAST LINE OF LOT 12, BLOCK B, OF SAID PLAT OF MELBOGALLIE, A DISTANCE OF 95.00 FEET; THENCE NORTH 88°30'00" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF TORRENCE LANE, A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.545 ACRES, MORE OR LESS.

TRACT TABLE			
TRACT	AREA	USE	OWNER AND MAINTENANCE RESPONSIBILITY
A	0.06 AC.	PRIVATE DRAINAGE, PUBLIC UTILITY, RESIDENTIAL, BUFFER, LANDSCAPING	TORRENCE TOWNHOMES ASSOCIATION, INC.

THIS TABLE IS FOR GENERAL INFORMATION ONLY! SEE SURVEYOR'S NOTES AND PLAT DEDICATION FOR OFFICIAL INFORMATION!



FLU=OFFICE/PROFESSIONAL
Z=RP

TORRENCE LANE (POSTED)

HIBISCUS STREET (PLAT)
(40' R/W)

SOUTH RIGHT OF WAY LINE OF TORRENCE LANE

N88°30'00"E

250.00'

POINT OF BEGINNING
NORTHWEST CORNER OF
LOT 6, BLOCK B,
PLAT OF MELBOGALLIE,
PLAT BOOK 5, PAGE 64B.

LOT 6
BLOCK B
WEST LINE OF
LOT 6, BLOCK B

FLU=MEDIUM DENSITY
RESIDENTIAL
Z=R-2

4"x4" CONCRETE MONUMENT
PERM
(NO IDENTIFICATION)

FLU=MEDIUM DENSITY
RESIDENTIAL
Z=R-2

LOT 12, BLOCK B,
PLAT OF MELBOGALLIE,
PLAT BOOK 5, PAGE 64B.

EAST LINE OF
LOT 12, BLOCK B

LOT 23
BLOCK B

LOT 24
BLOCK B

LOT 25
BLOCK B

LOT 26
BLOCK B

LOT 27
BLOCK B

LOT 28
BLOCK B

LOT 29
BLOCK B
FLU=GENERAL COMMERCIAL
Z=G-2

PLAT OF MELBOGALLIE,
PLAT BOOK 5, PAGE 64B.
FLU=MEDIUM DENSITY
RESIDENTIAL-Z=R-2

PLAT BOOK _____ PAGE _____
SHEET 1 OF 1
SECTION 21 TWP. 27 S., RANGE 37 E.

DEDICATION
KNOW ALL MEN BY THESE PRESENTS, That the company named below, being the owner in fee simple of the lands described in
TORRENCE TOWNHOMES
Hereby dedicates said lands and plat for the uses and purposes therein expressed and the public utility easement in the notes or as graphically shown to the perpetual use of the public and also dedicates an inspection easement to the City of Melbourne for all common area tracts, but such inspection easement does not obligate the City to undertake maintenance of such common area tracts.
IN WITNESS WHEREOF, the undersigned has caused these presents to be signed and attested to by the officer named below.

BY
Michael Grogan
Manager

TORRENCE LANE LLC
446 Guss Hipp Boulevard
Rockledge, Florida 32955

Signed and sealed in the presence of:

(Print name) (Print name)
(Address) (Address)

STATE OF FLORIDA, COUNTY OF BREVARD

THIS IS TO CERTIFY, that on _____, 2025 before me, by means of ☐ physical presence or ☐ online notarization, an officer duly authorized to take oaths and administer in the State and County aforesaid, personally appeared Michael Grogan, manager of Torrence Lane, LLC, owner of the above named property, to me known to be the individual who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such person authorized.
IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

(Print name)
NOTARY PUBLIC
County and State aforesaid

My Commission Expires _____
My Commission Number _____

CERTIFICATE OF SURVEYOR
KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on August 28, 2024 I completed the boundary survey of the lands shown in the foregoing plat, and that said plat was prepared under my direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said land is located in City of Melbourne, Brevard County, Florida.
Registration No. 5383
Andrew W. Powshok
AAL Land Surveying Services, Inc.
3970 Minton Road
W. Melbourne, Florida 32904
Licensed Business
Certificates of Authorization Number No.6623
Digitally signed by Andrew W. Powshok
Date: 2025.09.12 13:54:46 -0400

CERTIFICATE OF REVIEWING SURVEYOR
FOR CITY OF MELBOURNE
I HEREBY CERTIFY, That I have examined the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes.

J. Barry Colonias, PLS No.4524
Reviewing Surveyor for the City of Melbourne

CERTIFICATE OF APPROVAL
BY CITY OF MELBOURNE
THIS IS TO CERTIFY That on _____, the foregoing plat was approved by the City Council of the City of Melbourne.

ATTEST: Mayor Paul Alfrey
City Clerk Kevin McKean

CERTIFICATE OF APPROVAL BY PLANNING AND ZONING BOARD

THIS IS TO CERTIFY, That on _____, the foregoing plat was approved by the City of Melbourne Planning and Zoning Board.
Planning and Zoning Board Chairman _____ Chairman Yvonne Minus

CERTIFICATE OF CLERK
I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, part 1, Florida Statutes, and was filed for record on _____, at _____, File No. _____

Clerk of the Circuit Court
in and for Brevard County, Florida.

OWNER -
TORRENCE LANE LLC.
446 GUS HIPP BLVD.
ROCKLEDGE, FLORIDA 32955
(321) 704-2979

APPLICANT -
TEIMOURI & ASSOCIATES, INC.
33 EAST NEW HAVEN AVENUE
MELBOURNE, FLORIDA 32901
(321) 729-8382

SURVEYOR -
AAL LAND SURVEYING SERVICES, INC.
PROJECT #48864
DATE: 09-29-2023
3970 MINTON ROAD
WEST MELBOURNE, FLORIDA 32904
(321) 768-8110

GENERAL STATEMENT:
THE PROPOSED DEVELOPMENT IS FOR A 8 LOT TOWNHOME PROJECT. EACH UNIT WILL BE TWO STORY WITH ONE CAR GARAGE, AND VARY IN SIZE FROM 1800 SF TO 2,100 SF OF LIVING AREA. THERE ARE WATER & SEWER LINES AVAILABLE ON TORRENCE LANE AND THE SERVICES FOR BOTH WILL BE INSTALLED FOR ALL THE UNITS. THE STORMWATER SYSTEM WILL BE DRY DETENTION SYSTEM.

SITE DEVELOPMENT NOTES:
SUBDIVISION FILE NUMBER: PLAT2025-0001
ZONING: R-2
FUTURE LAND USE: MEDIUM DENSITY RESIDENTIAL
TOTAL ACREAGE: 0.543 ACRE +/- (23,750 SF)
TOTAL NUMBER LOTS: 8
PROPOSED DENSITY: 14.68 UPA
MAXIMUM DENSITY: 15 UPA
MINIMUM LOT SIZE: 1,800 SQUARE FEET
AVERAGE LOT SIZE: 2,430 SQUARE FEET (0.053 +/- ACRE)
MAXIMUM IMPERVIOUS COVERAGE PER LOT: 1,600 SF, 66%
MINIMUM LOT WIDTH: 18 FEET REQUIRED & 27 FEET PROVIDED
MINIMUM LOT DEPTH: 80 FEET REQUIRED & 90 FEET PROVIDED
MAXIMUM ALLOWED BUILDING HEIGHT: 48 FEET (4 FLOORS)
PROPOSED BUILDING HEIGHT: 25 FEET
SETBACKS:
FRONT: 20 FEET
SIDE INTERIOR: 7.5 FEET*
SIDE (CORNER): 20 FEET
REAR: 25 FEET
(*TOWNHOME SETBACKS ARE DETERMINED BETWEEN BUILDINGS, INTERIOR TOWNHOME UNITS/LOTS DO NOT HAVE SIDE SETBACK REQUIREMENTS)
BUILDING SETBACKS MUST BE VERIFIED WITH THE CITY OF MELBOURNE PRIOR TO SITE CONSTRUCTION.

DS-01
REMOVE EXISTING CURB INLET
INSTALL AN FDOT TYPE V INLET
MATCH THE EXISTING CURB ELEVATION
TO MAINTAIN POSITIVE FLOW
S INV. 13.0'

DS-02
CONTROL STRUCTURE
TYPE D INLET
TOP 17.5'
3' WIDE WEIR @16.9'
INV. E. 13.8'
INV. W. 13.8'
INV. S. 13.2'

DS-03
TYPE C INLET
TOP 16.5'
INV. E. 14.0'

DS-04
TYPE C INLET
TOP 15.5'
INV. E. 13.2'

FLU=OFFICE/PROFESSIONAL
Z=RP

FLU=MEDIUM DENSITY
RESIDENTIAL
Z=R-2

FLU=MEDIUM DENSITY
RESIDENTIAL
Z=R-2

FLU=MEDIUM DENSITY
RESIDENTIAL
Z=R-2

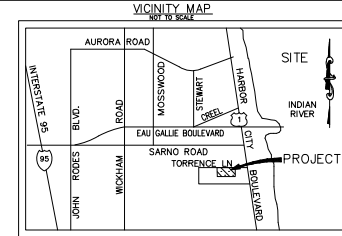
FLU=GENERAL COMMERCIAL
Z=C-2



LOT LAYOUT & UTILITIES PLAN

SCALE: 1"= 20'

Vaheed B Teimouri
Digitally signed by
Vaheed B Teimouri
Date: 2025.08.14
14:11:49 -04'00'



GENERAL NOTES:

- ALL UTILITIES INCLUDING, BUT NOT LIMITED TO, TELEPHONE, TELEVISION CABLE AND ELECTRICAL SYSTEMS SHALL BE INSTALLED UNDERGROUND.
- THE MINIMUM CONSTRUCTION REQUIREMENTS FOR STREET OR ROADS, AND SIDEWALKS, SEWER FACILITIES, UTILITIES AND DRAINAGE SHALL BE IN COMPLIANCE WITH THE REQUIREMENTS OF THE CITY OF MELBOURNE SUBDIVISION REGULATIONS.
- WATER DISTRIBUTION CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF MELBOURNE TECHNICAL SPECIFICATIONS FOR CONSTRUCTION OF WATER DISTRIBUTION SYSTEM, JULY 2016.
- SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF MELBOURNE TECHNICAL SPECIFICATIONS FOR CONSTRUCTION OF SEWER, JULY 2016.
- RECLAIMED WATER DISTRIBUTION SYSTEMS CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF MELBOURNE TECHNICAL SPECIFICATIONS FOR CONSTRUCTION OF RECLAIMED WATER DISTRIBUTION SYSTEMS, JULY 2016.
- THE STORMWATER FOR THE SITE WILL MEET ALL REQUIREMENTS OF CHAPTER 50.
- THE IMPERVIOUS COVER FOR EACH LOT WILL BE, 1,600 SQUARE FEET.
- THE SUBDIVISION SIGNS SHALL IN ACCORDANCE WITH APPENDIX D, CHAPTER 9 AND CHAPTER 11; SECTION 11.20 G 3 OF THE LAND DEVELOPMENT REGULATIONS. SEPARATE BUILDING PERMITS SHALL BE REQUIRED.
- LANDSCAPING SHALL MEET ALL THE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE XV.
- PURSUANT TO APPENDIX D, CHAPTER 11, SIGNS ARE TO BE LOCATED AT THE ENTRANCE TO RESIDENTIAL SUBDIVISIONS, AS FOLLOWS: "ONE SIGN IS PERMITTED AT EACH ENTRANCE INTO THE SUBDIVISION FROM EACH ABUTTING ARTERIAL OR COLLECTOR STREET. THE SIGN MAY BE A SINGLE SIGN WITH TWO FACES OF EQUAL SIZE OR MAY BE TWO SINGLE-FACED STRUCTURES OF EQUAL SIZED LOCATED ON EACH SIDE OF THE ENTRANCE. NO FACE OF THE SIGN SHALL EXCEED 40 SQUARE FEET IN SIZE AND MAY BE ILLUMINATED IN A STEADY LIGHT ONLY. NO SUCH SIGN SHALL EXCEED EIGHT FEET IN HEIGHT."
- BUILDING SETBACKS MUST BE VERIFIED WITH CITY OF MELBOURNE PRIOR TO SITE CONSTRUCTION.
- RESIDENTIAL GARBAGE PICK WILL MEET ALL REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE II.
- ANY WALL/FENCE WILL MEET ALL REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE III. SEPARATE PERMIT IS REQUIRED.
- THIS PROJECT WILL REQUIRE 8 OF 3/4" INCH WATER METER(S).
- THIS PROJECT IS SUBJECT TO A SPECIAL RESIDENTIAL BUFFER ALONG NEW HAVEN AVENUE, PER APPENDIX D, CHAPTER 8, SECTION 8.6(h). A SUBDIVISION VARIANCE IS REQUESTED FROM THIS REQUIREMENT.
- PARKING WILL MEET THE APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE V.
- LUMINARIES ARE REGULATED BY APPENDIX D, CHAPTER 8, SECTION 8.6(c)(3).

WATER, SEWER & RECLAIMED WATER NOTES:

- THE PROPOSED MANHOLES SHALL HAVE RESIDENTIAL MANHOLE RING AND COVERS MODEL # 170-E-ORS. CITY OF MELBOURNE SHALL ONLY BE STAMPED ON MANHOLE COVER 7212.
- ALL NEW MANHOLES SHALL BE COMPLETELY SEALED AT ALL THE JOINTS AND RISERS BY THE USE OF HEAT SHRINKABLE WRAPAROUND SLEEVE. ALL MANHOLES THAT ARE TO BE REHABILITATED, OR HAVING THE RINGS AND COVERS RAISED OR REPLACED, SHALL BE COMPLETELY SEALED AROUND THE TOP CROWN SECTION OF THE MANHOLE WITH THIS SAME WRAPAROUND SLEEVE.
- GRAVITY MAINS MUST HAVE A TELEVIEWED INSPECTION. A VIDEO INSPECTION FORM MUST BE FAXED TO THE CITY OF MELBOURNE WASTEWATER COLLECTION DEPARTMENT 48-HOURS PRIOR TO VIDEO INSPECTION. A WWC REPRESENTATIVE MUST BE PRESENT.
- IF A MANHOLE MUST BE CORE DRILLED, A CORE DRILL INSPECTION FORM MUST BE FAXED TO THE CITY OF MELBOURNE WASTEWATER COLLECTION DEPARTMENT 48-HOURS PRIOR TO CORE DRILLING THE MANHOLE. A WWC REPRESENTATIVE MUST BE PRESENT. THE CONTRACTOR MUST RE-CONSTRUCT THE MANHOLE FLOW CHANNEL FOR PROPER FLOW WIDTH AND DIRECTION.
- ALL EXISTING MANHOLES SHALL BE ADJUSTED TO THE FINISHED GRADE.
- ANY SERVICE SEWER THAT NEEDS RELOCATED OR WILL NOT BE USED SHALL BE CUT AND CAPPED AT THE GRAVITY MAIN.
- ANY EXISTING SERVICE LINES THAT NEED TO BE RELOCATED OR REMOVED WILL NEED TO BE CUT/CAP AT THE CORPORATION STOP AND RUN A NEW SERVICE LINE.
- EITHER COPPER/HDPPE AND OR BLUE POLY PIPE MUST BE USED FROM MAIN TO METER.
- CONTRACTOR TO VERIFY ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION
- METERS ARE NOT PERMITTED IN SIDEWALKS OR DRIVEWAYS.
- THE POTABLE WATER SYSTEM IS DEDICATED TO THE CITY OF MELBOURNE.
- THE SANITARY SEWER SYSTEM IS PRIVATE AND THE CITY'S POINT OF ACCEPTANCE IS THE CLEANOUTS LOCATED IN RIGHT OF WAY.
- IRRIGATION SYSTEMS SHALL BE DESIGNED TO MINIMIZE OVERSPRAY, RUN-OFF AND PONDING OF RECLAIMED WATER. DISCHARGE INTO WATER BODIES THAT DISCHARGE DIRECTLY OR INDIRECTLY INTO WATERS OF THE STATE IS PROHIBITED.
- PLANS THE SIZE OF TAP, RECLAIMED WATER METER AND IRRIGATION MAIN LINE TO BE INSTALLED. (CITY WILL APPROVE METER SIZE UPON SUBMITTAL AND APPROVAL OF IRRIGATION PLAN.)
- ALL RECLAIMED WATER VALVE BOXES, WATER BOXES OR SIMILAR DEVICE BOX COVERS SHALL BE LABELED "RECLAIMED WATER" AND COLOR CODED PURPLE.
- ALL RECLAIMED WATER IRRIGATION SYSTEM PIPING, FIXTURES AND DEVICES SHALL BE COLOR CODED PURPLE. THE PURPLE COLOR SHALL BE ADDED AS A PIGMENT TO THE MATERIAL AT THE TIME OF MANUFACTURE. FIELD INSTALLED PURPLE CAPS WILL NOT BE PERMITTED ON NEW INSTALLATIONS.



NO.	DATE	REVISIONS

TORRENCE TOWNHOME SUBDIVISION LOT LAYOUT & UTILITIES PLAN

PREPARED FOR:
446 GUS HIPP BLVD. ROCKLEDGE, FL 32955

PROJECT NO: 2024-156
FILE NO: 2024156C1a
DESIGNED BY: VBT
DRAWN BY: VBT
CHECKED BY:
DATE: 5-10-2025
DRAWING NO.

C-1
SHEET 1 OF 1





Melbourne City Council
October 14, 2025
City Manager's Item Report

Department:	City Attorney's Office
Presenter:	Kellen Simmons, Adam Conley
Council District:	N/A
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.19.

Subject:

Proposed Ordinance Amending Ch. 6 City Code to Authorize Extended Hours on New Year's Eve/Day

Background/Consideration:

Chapter 6, City Code, titled "Alcoholic Beverages", currently limits the sale, service, and consumption of alcoholic beverages at licensed premises from 7:00am to 2:00am the following day. At the February 25, 2025 meeting, City Council directed the City Attorney's Office to draft a proposed amendment to Chapter 6, City Code to extend the hours of sale, service, and on-premises consumption of alcoholic beverages for New Year's Eve/Day from 2:00am to 3:00am.

The proposed ordinance in the agenda packet amends Section 6-2, City Code to add a new Section 6-2(c), which sets forth the extended hours for on-premises consumption of alcoholic beverages on January 1 of each year from 2:00am to 3:00am. The proposed ordinance also creates a new Section 6-2(d), which acknowledges that licensed premises may have more specific permissible hours of operation as a condition of a conditional use ordinance, and that the conditional use ordinance terms supersede the general terms of Chapter 6, City Code.

Fiscal/Budget Impact:

N/A

Requested Action:

Approval of Ordinance No. 2025-49.

MEMORANDUM

TO: Mayor and City Council

THRU: Adam Conley, City Attorney

FROM: Kellen Simmons, Assistant City Attorney

SUBJECT: Proposed Code Modification to Melbourne's Ordinance Regulating the Hours of the Sale, Service, and On-Premises Consumption of Alcoholic Beverages for New Year's Eve

DATE: October 14, 2025

Article VIII, Section 5 of the Florida Constitution, together with Section 562.45, Florida Statutes give local governments the authority to regulate the hours of sale, service, and consumption of alcoholic beverages at licensed premises within the jurisdiction. Pursuant to this authority, City Code has included regulations on the hours of sale, service, and consumption since at least 1984. The current language is adopted in Chapter 6 of City Code, titled "Alcoholic Beverages" and regulates the sale, service, and consumption of alcohol throughout the city. Pursuant to the Sec. 6-2, the permissible hours for the sale, service, and consumption of alcohol begins at 7:00 a.m. and ends at 2:00 a.m. the following day.

At its February 25, 2025 meeting, City Council directed the City Attorney's Office to draft a proposed amendment to Chapter 6 of City Code which would extend the hours of sale, service, and consumption of alcohol for New Year's Eve until 3:00 am New Year's Day. As the City Attorney's Office understood this direction, the intended extension of hours is specific to the on-premises consumption of alcoholic beverages, rather than to an extension of hours of alcohol sales for off-premises consumption.

The proposed ordinance amends Section 6-2, City Code to add a new Section 6-2(c), which sets forth the New Year's Day extension of permissible hours for the on-premises consumption of alcoholic beverages from the standard 2:00 am to the requested 3:00am. The proposed ordinance also creates a new Section 6-2(d), acknowledging that a conditional use ordinance for a particular licensed premises may have more specific permissible hours of operations for alcoholic beverages, and that the terms of the conditional use ordinance supersede the general terms of Chapter 6.

RECOMMENDATION: Approval of the ordinance.

ORDINANCE NO. 2025-49

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, PROVIDING FOR EXTENDED HOURS FOR THE SALE OF ALCOHOLIC BEVERAGES ON NEW YEAR'S DAY; MAKING FINDINGS; AMENDING CHAPTER 6 OF THE CITY CODE, ENTITLED "ALCOHOLIC BEVERAGES"; AMENDING SECTION 6-2, HOURS OF SALE; PROVIDING FOR SEVERABILITY AND INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE.

WHEREAS, pursuant to Article VIII, Section 5 of the Florida Constitution and Section 562.45, Florida Statutes, the City of Melbourne has the authority to regulate the hours of sale, service, and consumption of alcoholic beverages at a licensed premises; and

WHEREAS, pursuant to that authority, the City of Melbourne has adopted Chapter 6 of the Melbourne City Code entitled "Alcoholic Beverages"; and

WHEREAS, Section 6-2, Melbourne City Code currently prohibits the sale, service, or consumption of alcoholic beverages at all licensed premises and other commercial locations between 2:00 a.m. and 7:00 a.m. of every day of the week; and

WHEREAS, at the February 25, 2025 regular Council meeting, City Council gave direction to the City Manager and City Attorney to prepare an ordinance to revise the hours of sale, service, and consumption for premises licensed and authorized for on-site consumption of alcoholic beverages to 3:00 a.m. rather than 2:00 a.m. for New Year's celebrations on January 1; and

WHEREAS, City Council finds that this ordinance will promote and protect the general health, safety, and welfare of the public.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Section 6-2 of the City Code of Melbourne, Florida is hereby amended to read as follows:

Sec. 6-2. Hours of sale.

(a) No alcoholic beverage, including, but not limited to, beer, wine or liquor, may be sold, consumed, or served, or permitted to be sold, served or consumed at any licensed premises, or at any other commercial location within the city, except between the following hours: Sunday through Saturday, beginning at 7:00 a.m. and ending at 2:00 a.m. the following day.

(b) As used in this chapter, the term "prohibited hours of sale, service or consumption of alcoholic beverages" means and refers to the period of time between 2:00 a.m. and 7:00 a.m. of every day of the week

(c) Notwithstanding the provisions of subsections (a) and (b), for licensed premises authorized for on-premises consumption of alcoholic beverages, on January 1 of each year the hours of sale shall end at 3:00 a.m. rather than 2:00 a.m., and the prohibited hours of sale, service or consumption of alcoholic beverages shall begin at 3:00 a.m. rather than 2:00 a.m.

(d) The permitted and prohibited hours of sale in this section 6-2 shall not be construed to supersede any hours of operation conditions established by a conditional use ordinance adopted for the on-site sale and consumption of alcoholic beverages.

* * * *

SECTION 3. Severability/Interpretation Clause.

(a) That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional, illegal or otherwise void by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, illegality, or other declaration shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

(b) That in interpreting this ordinance, underlined words indicate additions to existing text and ~~stricken words~~ indicate deletions from existing text. Asterisks (* * *) indicate an omission from the ordinance of text, which exists in the Code of Ordinances. It is intended that the text in the Code of Ordinances denoted by the asterisks and not set forth in this ordinance shall remain unchanged from the language existing prior to adoption of this ordinance.

SECTION 4. That this ordinance shall become effective immediately upon its adoption in accordance with the City Charter of the City of Melbourne.

SECTION 5. That this ordinance was passed on the first reading at a regular meeting of the City Council on the _____ day of _____, 2025 and adopted on second/final reading at a regular meeting of the City Council on the _____ day of _____, 2025.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Ordinance No. 2025-49

Business Impact Estimate

To: Mayor and City Council
Thru: Adam Conley, City Attorney
From: Kellen Simmons, Assistant City Attorney
Date: October 14, 2025
Re: Proposed Ordinance on Extended Hours for Alcoholic Beverage Sales, Service, and On-Premises Consumption on New Year's Eve/Day

Summary of the Proposed Ordinance

Pursuant to City Council's prior direction in furtherance of the public health, safety, morals and welfare of the City, this proposed ordinance extends the allowable hours for the sale, service, and consumption of alcoholic beverages for on-premises consumption from 2:00am to 3:00am on January 1, for New Year's Eve celebrations. The proposed ordinance also recognizes that, notwithstanding the standard hours stated in Chapter 6, City Code, the particular allowable hours for the sale, service, and consumption of alcoholic beverages for on-premises consumption may be more specifically regulated in a conditional use ordinance.

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes, and may be revised following its initial publication and prior to adoption of the proposed ordinance.

Estimate of Direct Economic Impact of the Proposed Ordinance on Private, For-Profit Businesses

There are no direct compliance costs that businesses may reasonably incur if the ordinance is enacted. There are no new charges or fees on businesses subject to the proposed ordinance. There are no new regulatory costs leading to new charges or fees imposed on businesses due to the proposed ordinance. There are no estimated negative direct economic impacts on private for-profit businesses from the proposed ordinance.

Good Faith Estimate of Number of Businesses Likely to Be Impacted by the Proposed Ordinance

None negatively impacted.



Melbourne City Council
October 14, 2025
City Manager's Item Report

Department:	City Manager's Office
Presenter:	Joan Junkala
Council District:	5
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.20.

Subject:

Discussion on the site assessment report for Fire Station No. 72 replacement

Background/Consideration:

At the July 8, 2025 Regular Council Meeting, as part of a Future Land Use Map Amendment, City staff proposed an area of Jimmy Moore Park as the future location for the replacement of Fire Station No. 72 (FS 72). Following public input from adjacent residents regarding the relocation, building size and height, and perceived loss of green space within Jimmy Moore Park, Council denied the FLU Map Amendment, rendering the proposed project site moot. Since that time, City staff have met to discuss all possible potential locations for the replacement of FS 72, specifically identifying sites that have frontage on or access to Sarno Road, are generally available, and within a reasonable distance from the current location of FS 72 to ensure the City can maintain adequate fire response times.

The City Manager's Office, Fire Department, Engineering Department, and Community Development Department have collectively identified five (5) potential sites for Council discussion and direction. A site assessment report has been prepared providing a summary of the site location, environmental conditions of the site, an evaluation of traffic and response times for each location, and additional site-specific considerations. The report also takes into consideration all entitled development projects within FS 72's response area west of Wickham Road. Finally, staff evaluated all sites and made a recommendation of three (3) sites for final consideration; however, staff remains open to discussion and direction from Council.

Fiscal/Budget Impact:

There is no fiscal impact.

Requested Action:

City Council discussion and direction to staff regarding the location of Fire Station No. 72 replacement.



Site Assessment Report
Fire Station No. 72 Replacement

Prepared by:

Engineering Department

with support by Fire Department and Community Development Department

October 14, 2025

Table of Contents

Introduction & Scope	3
Overview of Site Considerations	3
Minimum Site Standards	3
Emergency Response Timing	4
Future Development & Other Site Conditions.....	4
Site # 1	6
Site #2	8
Site #3	10
Site #4	12
Site #5	14
Summary & Recommendations	16
Summary	16
Recommendations.....	17
Exhibit A - Potential Sites for Fire Station No. 72 Replacement	18
Exhibit B - Development Projects	19
Exhibit C - Site #1 Location & Wetlands Map	21
Exhibit D - Site #2 Location & Wetlands Map	22
Exhibit E - Site #3 Location & Wetlands Map	23
Exhibit F - Site #4 Location & Wetlands Map	24
Exhibit G - Site #5 Location & Wetlands Map	25

Introduction & Scope

The City of Melbourne Engineering Department, with support from the Fire and Community Development departments, performed a preliminary site assessment on five (5) selected parcels for the potential replacement of the current, obsolete Fire Station No. 72, which is located at the southeast corner of Wickham and Sarno Roads within the confines of Jimmy Moore Park. Fire Station No. 72 (FS 72) was built in 1966. This station was originally built to support a much smaller community and to house only three (3) fire personnel. Present staffing includes five (5) fire personnel, one (1) fire engine, and a five-ton brush truck. Upon completion of the new station, it will house a minimum of eight (8) personnel and three (3) fire apparatus (one fire engine, one heavy rescue, and one brush truck). Future staffing models suggest this station should be sized to house 10 to 12 personnel and four (4) apparatus. The structure has been remodeled multiple times over several decades; however, the footprint has not changed. Current call volumes and projected development have proven the current site, and configuration is no longer able to provide the level of service that is warranted.

The site assessment includes site mapping and identification, analysis of available environmental documentation and permitting requirements, fill planning, identification of site planning considerations, traffic impacts and response time analysis, identification of potential land acquisition costs and other related information pertinent to the development and construction of a replacement fire station.

Overview of Site Considerations

Exhibit A provides a quick glance at the location of five (5) parcels identified as potential options for the replacement of FS 72. Additional details for each site are further outlined in this document.

Minimum Site Standards

Acceptable locations for the replacement of Fire Station No. 72 must be able to accommodate the construction of a facility that meets the following standards:

- 2021 NFPA 1500 Standards for Fire Stations
- Designed to withstand 170-mph wind speed requirements
- Provide four (4) engine bays to accommodate current and future apparatus
- Sized to accommodate a 50-year expected lifespan, including future expansion
- Sized to accommodate staff privacy consistent with changes in professional staffing of the station.

Emergency Response Timing

As part of the siting process the replacement FS 27 must be located to ensure an average response time of less than six (6) minutes and ideally less than five (5) minutes to satisfy the City's commitment to meeting national standards. The current response time provided from Fire Station No. 72 is less than five (5) minutes.

While there is growth occurring west of Wickham Road and within the response area of FS 72, as depicted in Exhibit B, more than 70 percent of the calls for service from Fire Station No. 72 occur to locations east of the Wickham Road corridor. Additionally, the average apparatus response speed is approximately 30-35 mph or 44 feet-per-second. This allows City staff to estimate and compare response times between the existing and proposed locations. Impacts to response times based on proposed sites can be estimated using the current observed call response splits using Wickham Road as the center point of the response area.

The City of Melbourne is currently working to obtain Emergency Vehicle Preemption (EVP) capabilities for use in all City's fire apparatus. This system is primarily a software-based method for providing preferential traffic signal coordination for emergency response vehicles to reduce response times. Generally, EVP will reduce the overall transit times in an emergency response; however, the actual anticipated reductions in average response will vary based on the local roadway network and cannot be observed until implemented. The City of Melbourne Fire Department anticipates that this technology will help reduce response system-wide but the estimated reduction in time is still to be determined.

Future Development & Other Site Conditions

As part of this assessment, City Staff identified several factors which may need to be considered, to include future development, wetlands, brownfields, costs related to dirt/fill, and the like; however, the impacts of these factors cannot be quantified into specific impacts for each site at this time.

The City is aware of proposed development and entitled development projects within the Fire Station No. 72 response area. The new fire station is intended to represent a long-term investment in the community and is being sized and ideally located to accommodate future and proposed development projects. A substantial area of undeveloped land exists within the western portions of Fire Station No. 72's response area. As provided in Exhibit B, there are eight (8) entitled development projects which have begun or recently completed the land development process with the City of Melbourne. Upon receipt of the certificate of occupancy, these development projects will increase the number of calls that occur in the western response areas, which could

cause an overall shift to response time averages. Similarly, redevelopment within the response area, specifically redevelopment proposing higher intensity/higher density could similarly increase the number of calls and cause shifts in the average response times for Fire Station No. 72.

As part of staff's review of each site, the City has identified and outlined additional considerations related to the conditions of the site, to include whether the site has existing water and sewer, existing or mitigated wetlands, the existence or perceived existence of brownfields contamination, and other factors such as soils condition or gradation requiring the need for additional dirt/fill to stabilize the site for construction – all of which can add additional costs and time to the development of a site for the purpose of a fire station. The details of each site are outlined in the pages to follow.

Site # 1

Site Location & Description

This subject parcel is located approximately 3,900-feet west of the existing City of Melbourne Fire Station No. 72 on the south side of Sarno Road. The subject parcel is identified as Parcel ID 27-36-24-00-509 (Tax Account 2747149). The parcel is approximately 3.0 acres in size and is located along Sarno Road adjacent to privately-owned parcels and within close proximity to the Brevard County landfill site and a privately owned recycling and landfill operation.

This parcel is owned by the City of Melbourne. The current Future Land Use (FLU) is Heavy Commercial and zoning is M-1 (Light Industrial). A fire station is permitted in the M-1 zoning.

Refer to Exhibit C – Site #1 for a detailed map.

Environmental Site Conditions

As depicted in Exhibit C, the subject parcel contains wetlands, which have already been mitigated. The Phase I Environmental Site Assessment (ESA) was commissioned by Daily Bread, Inc. for this site in October 2023 noted no presence of Recognized Environmental Conditions (contamination), and no additional testing or environmental evaluation is recommended. However, given the age of the Phase I ESA and its proximity to the County's former landfill site, it is recommended that an updated Phase I ESA be performed should the City consider proceeding with this site for the development of a fire station. Through the East Central Florida Regional Planning Council's (RPC) brownfields assessment grant, a Phase I ESA performed, saving the City approximately \$3,000-5,000. Should the Phase I ESA identify Recognized Environmental Conditions, a Phase II ESA, providing soil sampling and testing, will be warranted. The City could again utilize the RPC's grant to save up to \$20,000. If contaminants are present on site, remediation methodology and costs would then be determined but are generally quite costly and will significantly delay construction.

Initial geotechnical investigations were performed in 2023 as part of the site assessment conducted alongside the Phase I ESA. The geotechnical report, which can be furnished upon request, revealed that substantial soils replacement would be required to develop the site to support structures and roadways. Per the geotechnical report, as much as 23-feet of soil depth is recommended for treatment within the limits of the building foundations, including removal and replacement of at least two (2) feet of soil and five (5) feet of fill over that, or the use of deep foundations (piles). Additionally, any parking areas will likely require several feet of excavation with soil replacement, in addition to

approximately five (5) feet of fill, to support the proposed pavement installation. This is likely to add more than \$1 million to the development costs of this location.

Traffic & Response Time Considerations

This subject parcel is located on Sarno Road, approximately 3,900-feet west of the intersection at Wickham Road. Average response times from this location could be expected to increase, or deteriorate, response time by approximately 32 seconds.

Other Site-Specific Considerations

There is water and sewer in close proximity to the site. This parcel is currently vacant and allows for commercial, industrial, or institutional uses. Any development of this site by the City would remove this parcel from consideration for private commercial development and therefore, eliminate the opportunity for the City to realize any property tax revenue associated with the development of this site. Conversely, the subject site is currently owned by the City and exempt from property taxes, and the development of the site as a fire station would not change the existing impacts to future property tax revenues.

Site #2

Site Location & Description

This subject parcel is located approximately 1,400-feet west of the existing City of Melbourne Fire Station No. 72 on the north side of Sarno Road. The subject site is identified as Parcel ID 27-36-24-00-11 (Tax Account 2703576). The parcel is approximately 2.6 acres in size and is located along to Sarno Road, adjacent to the private driveway connection that services the American Muscle Car Museum and the Club 52 site.

This parcel is owned by the Otto S Boozer Revocable Trust and currently listed for sale with an asking price of \$1,080,000. There is no current appraisal nor Broker's Price Opinion available. The real estate broker has notified the City that an offer was made on the parcel. It is unknown whether the property owner has accepted the offer and entered the Due Diligence Period.

The current Future Land Use is Heavy Commercial and zoning is C-P (Commercial-Parkway). A fire station is permitted in the C-P zoning district.

Refer to Exhibit D – Site #2 for a detailed map.

Environmental Site Conditions

In accordance with the City's Real Property Acquisition Policy #310, the City shall perform adequate due diligence on the parcel prior to purchase, including obtaining an appraisal and commissioning a Phase I ESA to identify any potential sources of contamination that may be present. Through the RPC's brownfields assessment grant, the City requested a Phase I ESA be performed, saving the City approximately \$3,000-5,000. The Phase I ESA is currently underway and expected to be completed late October; however, preliminary reviews indicate that the findings are unremarkable. Should the Phase I ESA identify Recognized Environmental Conditions, a Phase II ESA, providing soil sampling and testing, will be warranted. The City could again utilize the RPC's grant to save up to \$20,000. If contaminants are present on site, remediation methodology and costs would then be determined but are generally quite costly and will significantly delay construction.

As depicted in Exhibit D, the subject site provides aerial photography that indicates potential wetlands and/or hydric (unsuitable) soils may be present at this site. In accordance with Policy #310, wetland delineation and geotechnical testing of the site prior to purchase shall be performed to determine presence of unsuitable soils and the extent of the soil replacement that would be required to develop the site. If wetland presence is confirmed, mitigation will be required prior to development of the site, which

will increase time and cost of construction and involve both permitting and application times, in addition to potential direct mitigation bank credit purchase costs of approximately \$75,000 - \$100,000 per acre of mitigated area.

Traffic & Response Time Considerations

This subject parcel is located on the north side of Sarno Road, approximately 1,400 feet west of the intersection at Wickham Road. Average response times from this location could be expected to increase, or deteriorate, by approximately 23 seconds.

This location moves the emergency vehicle egress driveway further away from the intersection at Wickham Road and Sarno Road, which ensures that intersection traffic movements do not interfere with the safe departure of a fire apparatus from the site.

Other Site-Specific Considerations

There is water and sewer in close proximity to the site; however, the sanitary sewer main would need to be extended to the site for the property to be developed. Further, there is no existing easement with the Walmart property to the east that would allow for a sewer main extension to occur, preventing cost-effective sanitary sewer connection.

This parcel is currently vacant and zoned for commercial use. Any acquisition and development of this site by the City for the purposes of a fire station would remove this parcel from consideration for private commercial development and therefore, eliminate the opportunity for the City to realize any property tax revenue associated with the development of this site.

Any development of the 53-acre site owned by Brevard County, located along Sarno Road immediately south of the subject site, could create potential response conflicts with the ingress/egress of a fire station at this location. Additionally, depending on the density or intensity of development, traffic signalization could be triggered at the intersection of Sarno Road and Porcella Avenue. If a fire station is developed on the subject site, staff recommends that the emergency vehicle egress driveway be aligned with the Porcella Avenue, which may constrain the building footprint.

Site #3

Site Location & Description

This subject site is the existing location of City of Melbourne Fire Station No. 72. The subject site is identified as Parcel ID 27-37-19-00-501 (Tax Account 2720641).

This parcel is owned/controlled by the City of Melbourne and is part of Jimmy Moore Park. The portion of land under consideration includes the existing location of FS 72 and falls in the northwest corner of the parcel immediately adjacent to Wickham Road and Sarno Road. The subject site backs up to a stormwater pond that falls within the Jimmy Moore Park Complex. While Jimmy Moore Park is 13.44 acres in size, the existing Fire Station No. 72 footprint comprises of approximately 1.16 acres on the northwest corner of the parcel. City staff proposed expanding the footprint of the current location of FS 72 to accommodate a replacement facility by approximately 0.6 acres, or approximately 25 percent of the pond area.

The current Future Land Use of the existing fire station footprint is Public/Institutional Land; however, the additional footprint/land required to construct a replacement fire station would require a Recreation Future Land Use designation. A FLU Map Amendment from Recreation to Public/Institutional Land would be required. The zoning is I-1 (Institutional), and a fire station is permitted.

Refer to Exhibit E – Site #3 for a detailed map.

Environmental Site Conditions

The subject parcel has been under municipal control for more than 60 years. The current Fire Station No. 72 was originally constructed in 1966. As such a Phase 1 ESA is not necessary. Wetlands were not found within the current and anticipated development footprint. Additionally, unsuitable soils are not anticipated under the 'dry' portions of the existing site.

Following City staff review of the existing FS 72 site, an expanded footprint will be required to meet today's National Fire Protection Association (NFPA) standards. Due to the proximity of Wickham Road and Sarno Road, the expanded footprint would require modification (fill) within the existing pond adjacent to the fire station as well as the removal/mitigation of unsuitable soils within the proposed expanded footprint.

Engineering staff have reviewed the subject site and the expanded footprint area and found that roadway drainage from both Wickham Road and Sarno Road is routed into the existing pond at Jimmy Moore Park. Additionally, the pond is connected via a bi-directional flow culvert to Brevard County's bulk water conveyance swale at the southwest corner of the pond. Staff have not been able to identify if these connections were part of the original construction permits for either roadway. The roadway drainage

connections along with the interconnectivity to the County's bulk water conveyance system is likely to make any proposed permitting for the filling of the pond a time intensive and costly process along with carrying the risk of additional mitigation costs associated with permitting.

Traffic & Response Time Considerations

This subject site includes the current location of the existing Fire Station No. 72. Response times are expected to remain the same.

The replacement of Fire Station No. 72 in the existing location would place emergency-egress driveways extremely close to the intersection of Wickham Road and Sarno Road. While this will roughly match the current driveway configuration, it does not account for future traffic volume increases that are anticipated to occur with continued population growth. If the fire station remains in the existing location, concerns remain related to the safe deployment of a fire apparatus given the proximity of the emergency egress at the intersection.

Other Site-Specific Considerations

There is currently water and sewer serving the site. To meet today's NFPA standards for fire stations, the site footprint would need to be expanded. Any reduction in the stormwater pond to accommodate an increase footprint for the fire station would require permits from St. Johns River Water Management District. Additional stormwater treatment may be required or the potential use of alternative forms of treatment which may drive overall project costs higher. Any reduction of the pond footprint, even if permitted, could be perceived as undesirable by the public who frequent Jimmy Moore Park.

The current Future Land Use of the fire station site is Public/Institutional Land; however, the additional land required to construct a new/replacement fire station would require a Recreation Future Land Use designation. A FLU Map Amendment from Recreation to Public/Institutional Land would be required. The zoning is I-1 (Institutional), and a fire station is permitted.

As this parcel is currently owned by the City and exempt from property taxes, the reconfiguration and redevelopment of the site would not have adverse impacts to future property tax revenues.

Site #4

Site Location & Description

The subject site is comprised of two (2) parcels located immediately north and east of the existing City of Melbourne Fire Station No. 72. The subject site is identified as a combination of two (2) parcels 27-37-19-00-258 and 27-37-19-00-258.1 (Tax Accounts 2720403 & 2720404 respectively). The two (2) parcels are 1.81 acres and 2.6 acres in size and are adjacent to each other.

These parcels are owned by Don Bell Incorporated and are not currently available for purchase. City staff understand that the owner is currently in conversation with a private developer regarding redevelopment of the site.

The current Future Land Use is General Commercial, allowing for institutional use, such as a fire station. The zoning is C-2 (General Commercial), and a fire station is permitted use.

Refer to Exhibit F – Site #4 for a detailed map.

Environmental Site Conditions

This subject parcel is currently under private ownership and has historically been used for construction and demolition services and debris/trash hauling businesses. As depicted in Exhibit F, a review of the aerial photography, and known uses of the site, staff can confirm the site is used for outdoor storage and staging of equipment, vehicles and containers. As confirmed by PPM Consultants, Inc., the RPC's environmental consultant under the brownfields assessment grant, this site is expected to be a brownfields site as the current and historical uses have likely resulted in potential contamination of soils.

In accordance with the City's Real Property Acquisition Policy #310, the City shall perform adequate due diligence prior to purchase of this parcel, to include an appraisal and a Phase I ESA to identify any potential sources of contamination that may be present. Through the RPC's brownfields assessment grant, the City could have a Phase I ESA performed, saving approximately \$3,000-5,000. If the Phase I ESA identifies Recognized Environmental Conditions, a Phase II ESA, providing soil sampling and testing, will be warranted. The City could again utilize the RPC's grant to save up to \$20,000. If contaminants are present on site, remediation methodology and costs would then be determined but are generally quite costly and will significantly delay construction.

Traffic & Response Time Considerations

This subject parcel is located on the north side of Sarno Road approximately 800-feet east of the intersection at Wickham Road. Average station response times could be expected to decrease, or improve, response times by approximately 7 seconds.

This location moves the emergency vehicle egress driveway further away from the intersection at Wickham Road and Sarno Road, which ensures that intersection traffic movements do not interfere with the safe departure of a fire apparatus from the site.

Other Site-Specific Considerations

This subject parcel is currently not available for public purchase, which constrains the ability for this site to be considered for development. Any acquisition of this site for the City's use will require a Phase I ESA, which is highly likely to result in a report of perceived contamination, requiring a Phase II ESA. Real contamination identified on site will require remediation, resulting in increased costs, time, and potential future liability for fire personnel who effectively reside on site during their shift. There is currently water serving this site; however, sanity sewer would need to be brought to the site in order to be developed.

This parcel is currently zoned for commercial uses. Any acquisition and redevelopment of this site by the City for the purposes of a fire station would remove this parcel from consideration for private commercial redevelopment and therefore, eliminate the opportunity for the City to realize any property tax revenue associated with the redevelopment of this site.

Site #5

Site Location & Description

This subject site is located on the northeast corner of Jimmy Moore Park, immediately east of the existing City of Melbourne Fire Station No. 72. The subject site is identified as parcel ID 27-37-19-00-501 (Tax Account 2720641).

This parcel is owned/controlled by the City of Melbourne and is located at Jimmy Moore Park. The portion of land under consideration falls in the northwest corner of the parcel immediately adjacent to Sarno Road and backs up to a drainage canal abutting the perimeter of the Park. The total site is 13.44 acres. The proposed development area for the replacement of Fire Station No. 72 is expected to be approximately 1.75 to 2 acres, depending on the final site configuration.

The current Future Land Use is Recreation and zoning is I-1 (Institutional). A FLU Map Amendment from Recreation to Public/Institutional Land would be required. Under the current zoning, institutional uses such as a fire station are permitted by right.

Refer to Exhibit G – Site #5 for a detailed map.

Environmental Site Conditions

This subject parcel has been under municipal control for more than 60 years and has not been used in a manner which would have potentially contaminated the site. As such a Phase I ESA is not necessary. Additionally, wetlands have not been identified within the proposed development footprint and unsuitable soils are not anticipated on the site.

Traffic & Response Time Considerations

This subject parcel is located on the south side of Sarno Road approximately 1,100-feet east of the intersection at Wickham Road. Average station response times could be expected to decrease, or improve, response time by 10 seconds.

This location moves the emergency vehicle egress driveway further away from the intersection at Wickham Road and Sarno Road, which ensures that intersection traffic movements do not interfere with the safe departure of a fire apparatus from the site.

Other Site-Specific Considerations

At the July 8, 2025 Regular Council Meeting, as part of a Future Land Use Map Amendment, City staff proposed this subject site as the future location for the replacement of Fire Station No. 72. Following public input from adjacent residents regarding the relocation, building size and height, and perceived loss of green space within Jimmy Moore Park, Council denied the FLU Map Amendment rendering the proposed project site moot.

Staff is proposing to scale back the conceptual site of the fire station to ensure the site accommodates today's NFPA standards while also preserving as much recreational space at the Park.

Development of the subject site would result in the demolition of the existing FS 72 providing a location for additional paved parking, which would replace the current unlawful, uncontrolled, and unsafe shoulder access car parking that currently occurs within the right-of-way along Sarno Road. The improvements would also allow for reconfiguration of the overall park complex, resulting in a stormwater system that serves as a single system encompassing all improvements. There is currently water and sewer serving the site.

As this parcel is currently owned by the City and exempt from property taxes, the reconfiguration and redevelopment of the site would not have adverse impacts to future property tax revenues.

Summary & Recommendations

Summary

Table 2 below provides a visual summary of the information collected for all five (5) sites identified to serve as potential locations for the replacement of Fire Station No. 72. The summary of sites is listed in order of the best to least average response times. The categories of assessment are:

- **Average Response Time Change:** The estimated impacts to average station response time based upon the observed response locations for recent station emergency call outs.
- **Cost to Develop:** The estimated costs to develop the site based upon anticipated site conditions, land acquisition, design, permitting and construction costs. This only addresses the site construction costs and does not include cost associated with the construction of the fire station as such would be similar across each of the locations.
- **Permitting:** This identifies the anticipated difficulty associated with permitting the site based on site conditions or configuration. The level of difficulty permitting historically results in longer timeframes to receive approval for construction and increased the risk of higher design and construction costs.
- **Tax Impacts:** This category identifies whether the site has any anticipated adverse impacts to property tax revenue based on change in the ownership, zoning, and development of the site as a fire station.
- **Site Availability:** This identifies if the subject site is currently owned by the City of Melbourne, or privately-owned and its availability for purchase.

Table 2:

Site #	Avg. Response Time Change	Cost to Develop	Permitting	Tax Impacts	Site Availability
5	-10 seconds	Standard	Low	N	City-owned
4	-7 seconds	Moderate to High	Medium to High	Y	Not currently for sale
3	No Change	Very High	High	N	City-owned
2	+23 seconds	Moderate to High	Medium	Y	Available for purchase
1	+32 seconds	Moderate to High	Low	Y	City-owned

Recommendations

Based upon staff's review of the five (5) subject sites, three (3) sites have been identified as suitable for further exploration for the replacement of Future Fire Station No. 72. In order, these are subject sites #5, 1, and 2.

Site #3 is not recommended due to the potential difficulty of permitting, time delays, and costs associated with reconfiguration and reduction of the existing stormwater pond at Jimmy Moore Park. Site #4 is not recommended as the site is not currently listed for sale and due to perceived contamination and associated risk, liability, and costs.

Exhibit A - Potential Sites for Fire Station No. 72 Replacement



GIS Portal: <https://maps.mblfl.org/arcgis>
ArcGIS Online: <https://mgis.maps.arcgis.com>
600 0 600 Feet
1:7,200



DISCLAIMER: Illustrative purposes only. No warranties, expressed or implied, are provided for the property records and mapping data herein or for their use or interpretation by the User. The City of Melbourne assumes no liability for any damages, losses, costs or expenses, including but not limited to attorney's fees, arising from any User's use or misuse of the property records or mapping data provided herein.

Exhibit B - Development Projects

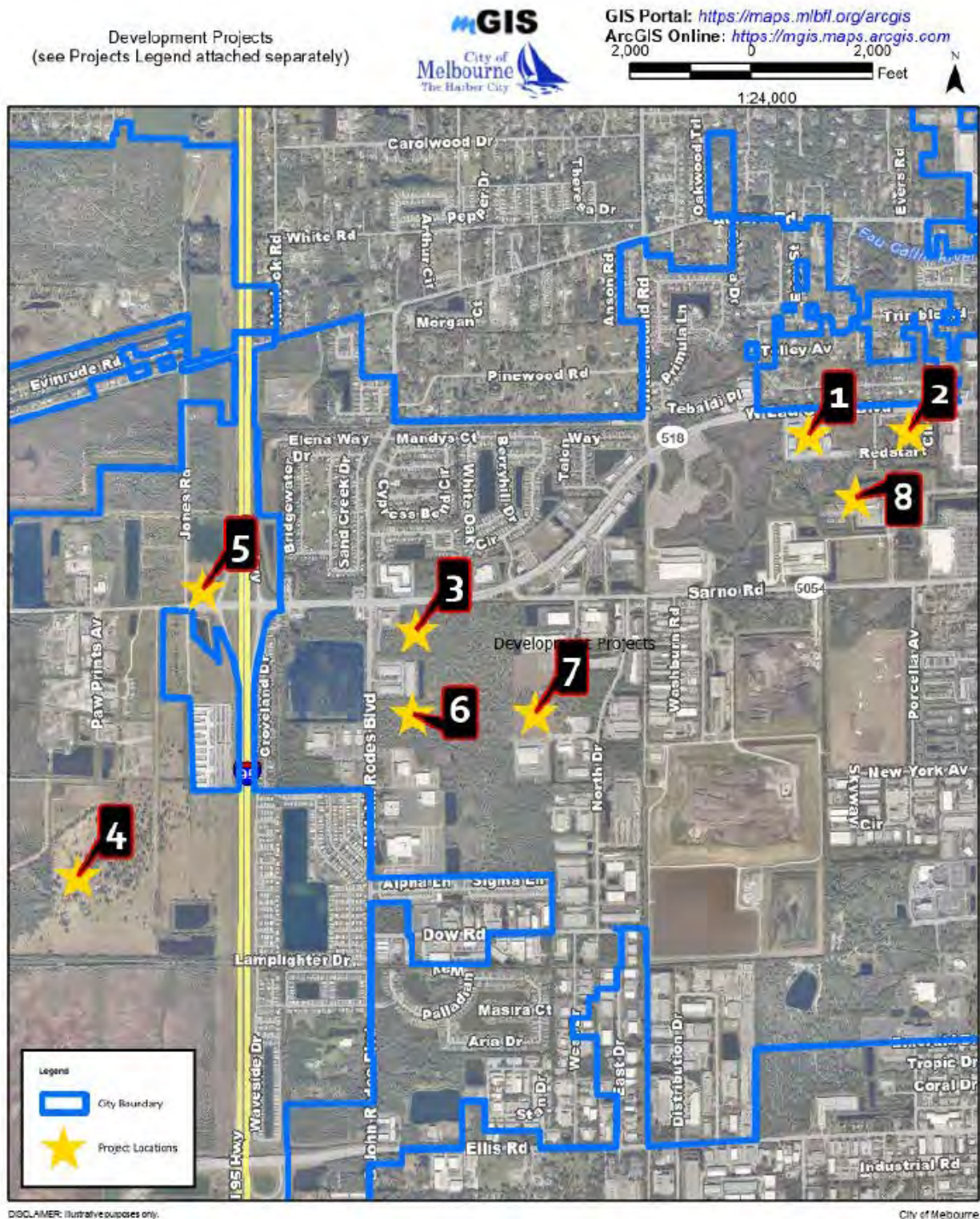


EXHIBIT B (continued) - MAP LEGEND

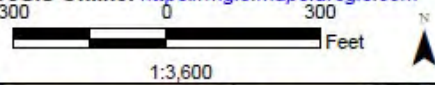
PROJECT #	PROJECT NAME	LOCATION	NUMBER OF UNITS or Gross SF	Timing/ Status
1	The Preserve at Melbourne	1280 Dunlin Drive	240 units Multi-Family Residential	Built
2	Eau Gallie Boulevard Apartments	3205 West Eau Gallie Boulevard	240 units Multi-Family Residential	under construction
3	Eau Gallie Town Centre	4429 West Eau Gallie Boulevard/ 801 North John Rodes Boulevard	600 units Multi-Family Residential	under review
4	Eagle Preserve	4905 West Eau Gallie Boulevard	577 Single-Family Lots 800± units future Multi-Family Residential	under review
5	Westside Commons	NW corner of I-95 and West Eau Gallie Boulevard	250 units Multi-Family Residential plus Restaurants & Hotel	under review
6	Harbour Logistics	705 North John Rodes Boulevard	154,000 SF 376,000 SF Distribution/Warehousing	site plan approved
7	Digital Light HVAC & Boat/RV Storage	4050 Digital Light Drive	55,555 SF HVAC building 147-storage bays	construction plan review
8	Club 52	1100 North Wickham Road	37,000 SF parimutuel facility and restaurant	under review

Exhibit C - Site #1 Location & Wetlands Map

Site #1
Parcel ID 27-36-24-00-509
Tax Account 2747149



GIS Portal: <https://maps.mlbfl.org/arcgis>
ArcGIS Online: <https://mgis.maps.arcgis.com>



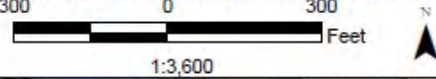
DISCLAIMER: Illustrative purposes only. No warranties, expressed or implied, are provided for the property records and mapping data herein or for their use or interpretation by the User. The City of Melbourne assumes no liability for any damages, losses, costs or expenses, including but not limited to attorney's fees, arising from any User's use or misuse of the property records or mapping data provided herein.

Exhibit D - Site #2 Location & Wetlands Map

Site #2
Parcel ID 27-36-24-00-11
Tax Account 2703576



GIS Portal: <https://maps.mlbfl.org/arcgis>
ArcGIS Online: <https://mgis.maps.arcgis.com>



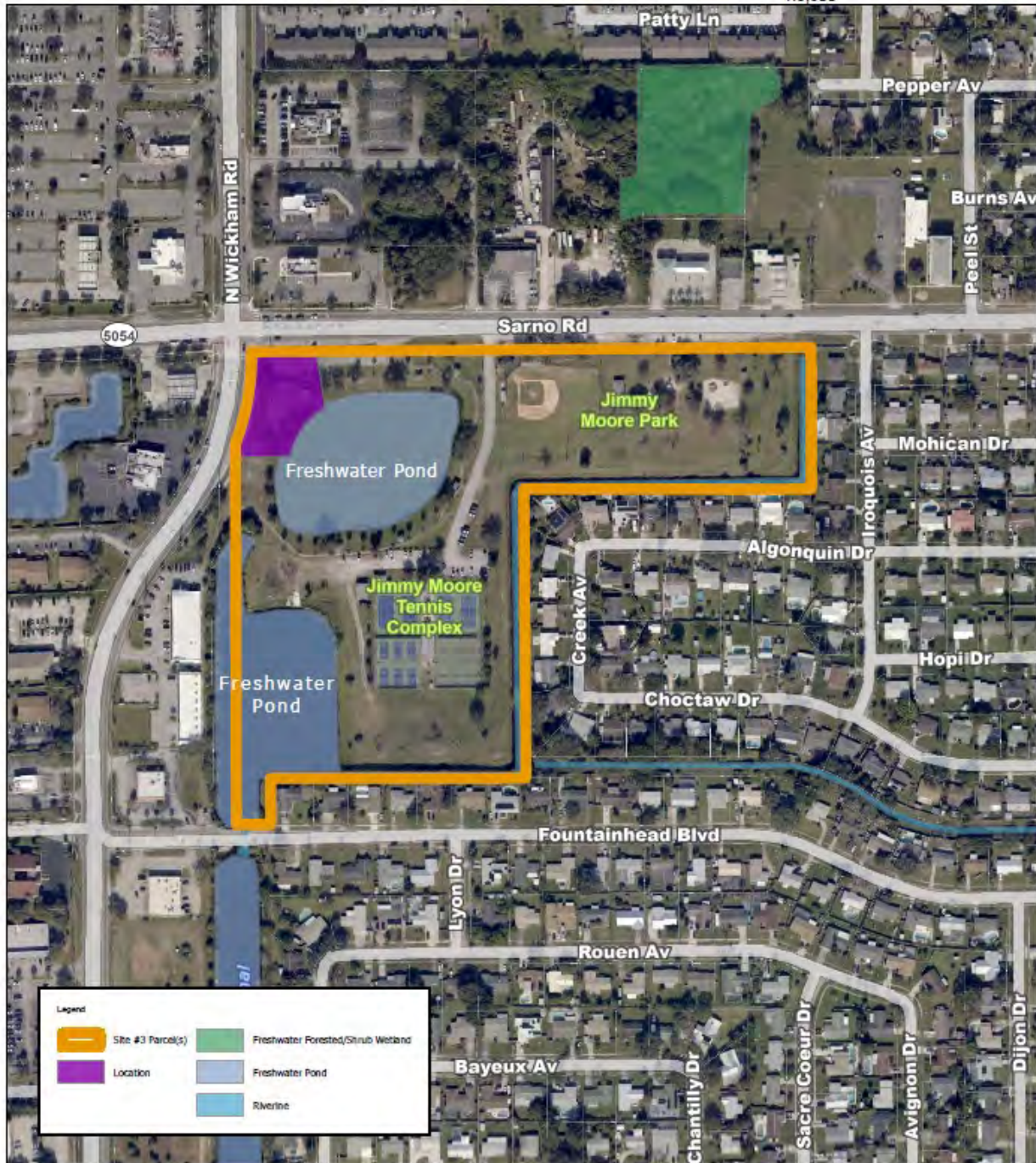
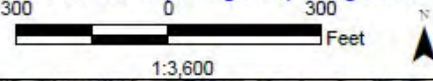
DISCLAIMER: Illustrative purposes only. No warranties, expressed or implied, are provided for the property records and mapping data herein or for their use or interpretation by the User. The City of Melbourne assumes no liability for any damages, losses, costs or expenses, including but not limited to attorney's fees, arising from any User's use or misuse of the property records or mapping data provided herein.

Exhibit E - Site #3 Location & Wetlands Map

Site #3
Parcel ID 27-37-19-00-501
Tax Account 2720641



GIS Portal: <https://maps.mlbfl.org/arcgis>
ArcGIS Online: <https://mgis.maps.arcgis.com>



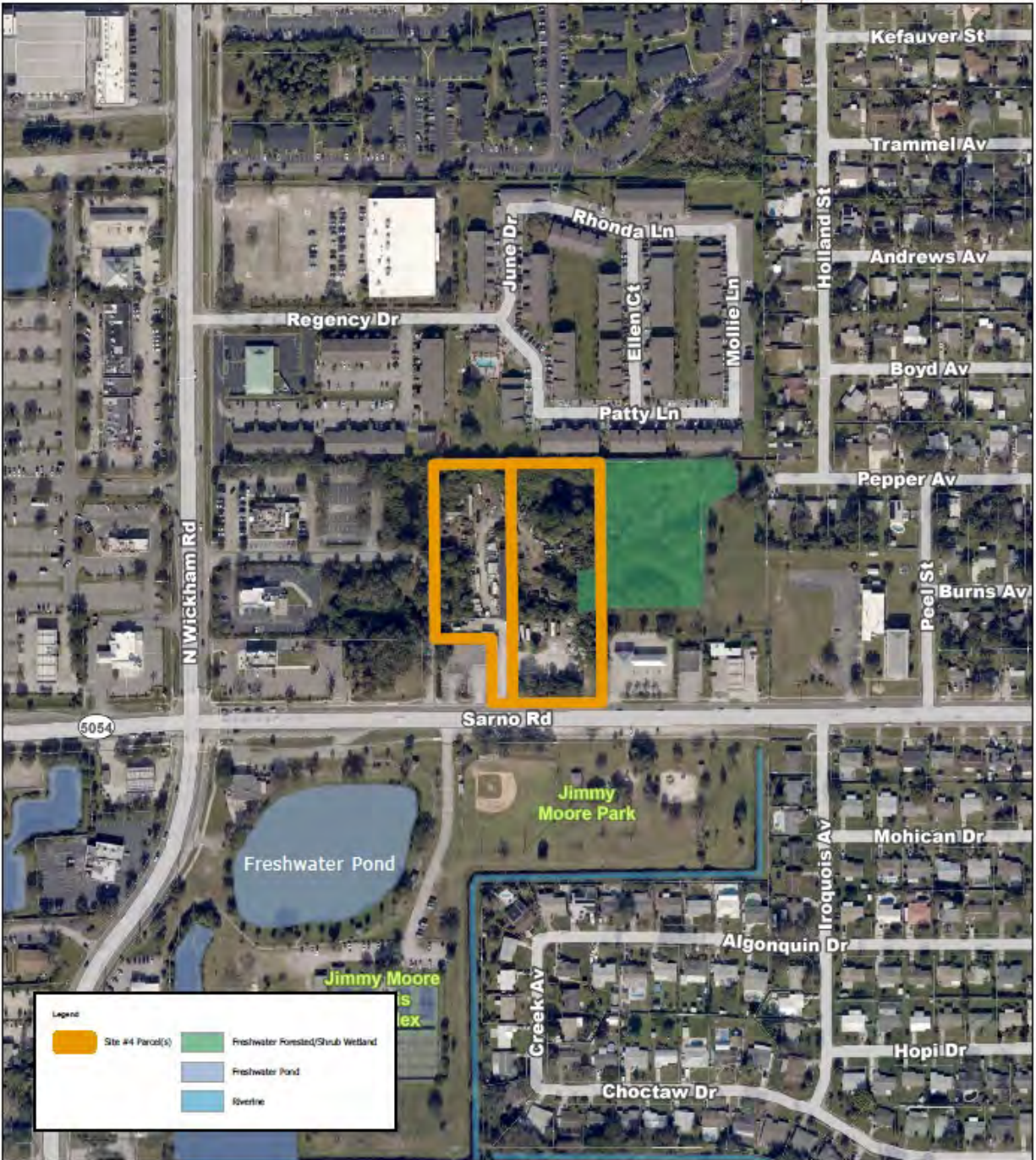
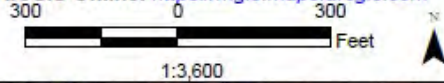
DISCLAIMER: Illustrative purposes only. No warranties, expressed or implied, are provided for the property records and mapping data herein or for their use or interpretation by the User. The City of Melbourne assumes no liability for any damages, losses, costs or expenses, including but not limited to attorney's fees, arising from any User's use or misuse of the property records or mapping data provided herein.

Exhibit F - Site #4 Location & Wetlands Map

Site #4
Parcel IDs 27-37-19-00-258
& 27-37-19-00-258.1
Tax Accounts 2720403 & 2720404



GIS Portal: <https://maps.mlbfl.org/arcgis>
ArcGIS Online: <https://mgis.maps.arcgis.com>



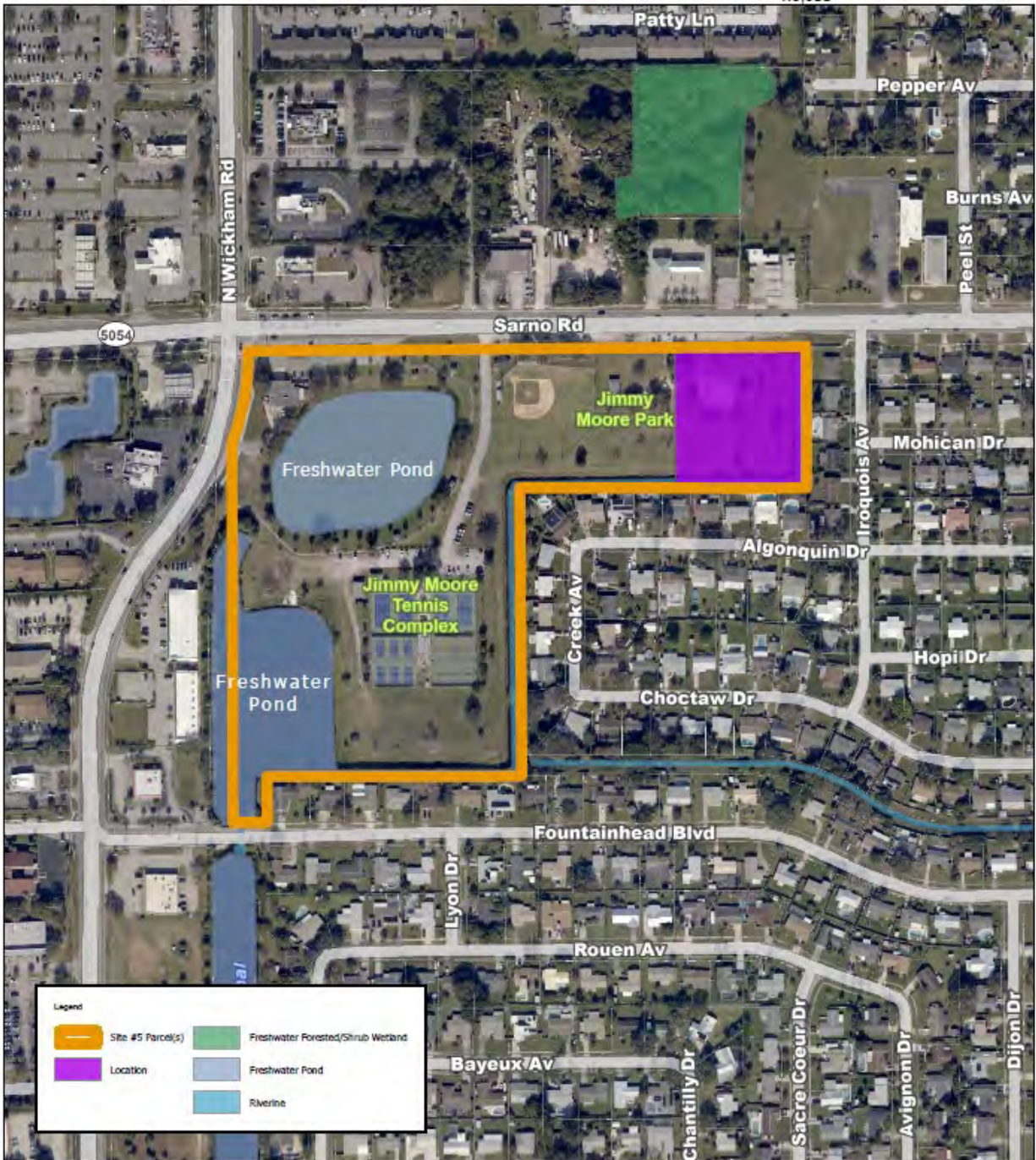
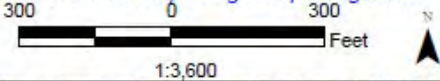
DISCLAIMER: Illustrative purposes only. No warranties, expressed or implied, are provided for the property records and mapping data herein or for their use or interpretation by the User. The City of Melbourne assumes no liability for any damages, losses, costs or expenses, including but not limited to attorney's fees, arising from any User's use or misuse of the property records or mapping data provided herein.

Exhibit G - Site #5 Location & Wetlands Map

Site #5
Parcel ID 27-37-19-00-501
Tax Account 2720641



GIS Portal: <https://maps.mlbfl.org/arcgis>
ArcGIS Online: <https://mgis.maps.arcgis.com>



DISCLAIMER: Illustrative purposes only. No warranties, expressed or implied, are provided for the property records and mapping data herein or for their use or interpretation by the User. The City of Melbourne assumes no liability for any damages, losses, costs or expenses, including but not limited to attorney's fees, arising from any User's use or misuse of the property records or mapping data provided herein.



**Melbourne City Council
October 14, 2025
City Manager's Item Report**

Department:	Mayor and Council
Presenter:	Mark LaRusso
Council District:	2
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.21.

Subject:

Council discussion regarding city-owned property located at 2265 N. Harbor City Boulevard.

Background/Consideration:

Council Member Mark LaRusso has requested a discussion item for City Council to consider the Disabled American Veterans, Inc's (DAV's) request regarding 2265 N. Harbor City Boulevard (Parcel ID 27-37-09-52-E).

The DAV has leased the city-owned property at 2265 N. Harbor City Boulevard since 1978 and is requesting that the City either donate or sell the property to their nonprofit organization. The DAV is also seeking legislative appropriations for state funding to construct a new veterans service center in Melbourne. Attached are the DAV's letters to the City and Representative Tyler Sirois along with the draft funding request to Senator Debbie Mayfield.

Section 2-645 of the City Code provides a procedure to convey ownership of the City's title of ownership to real property. A copy of this section of City Code is provided. Additionally, Section 12.09 – Real Property of the City's Procurement Manual, requires surplus property to be offered for sale by competitive bid (formal solicitation) if over \$5,000. The policy also requires an appraisal, survey and title search. City Council has the ability to approve a waiver of the competitive bid requirement.

Requested Action:

City Council discussion.



(WWII Veteran) J.L. Golightly Chapter 32
Disabled American Veterans
2265 N. Harbor City Boulevard
Melbourne, FL 32935
321-259-4827

July 22, 2025

The Honorable Mark LaRusso District 2, Council member
900 East Strawbridge Avenue
Melbourne, FL 32901

Re: **City Owned Property- Tax Acct # 2712503**

Dear Mr. LaRusso,

We respectfully request that the City of Melbourne please consider our request proposal to either donate or sell the above-referenced city-owned property to our private nonprofit organization for (\$300 the same amount previously paid to the Chamber of Commerce) in accordance with **F.S. 273.055(3)(b)**.

The County recently donated property in the City of Titusville to their DAV Chapter, property under a similar provision to the Disabled American Veterans (DAV) Chapter, a private nonprofit agency, under similar circumstances. By placing this building and property under our non-profit ownership, the facility would become eligible for numerous grant sources to fund necessary renovations and eliminate demands placed on the City's General Fund.

The Disabled American Veterans, Inc. is a non-profit dedicated to providing essential services to our community. Due to increased demand, we urgently require additional space to meet with our 2,065 members and the growing number of veteran clients within the community.

Enclosed is an example of county-owned property recently donated to the Titusville DAV office, including a letter of support from the Titusville City Council, the County Commission agenda item, and the final deed of transfer.

We perform a wide range of services benefitting disabled veterans and the broader community, including:

- **Claims assistance:** Helping veterans and their families prepare, submit, and track VA compensation and pension claims.
- **VA appeals support:** Guiding veterans through the process of appealing denied claims to secure their rightful benefits.
- **Access to benefits:** Providing support for securing healthcare, education, training, vocational rehabilitation, housing, and insurance programs.
- **Personal advocacy:** Offering one-on-one guidance to help veterans navigate the VA system and understand their rights.

- **Outreach events:** Hosting seminars, forums, and benefit fairs to educate veterans and families on available resources.
- **Emergency financial relief:** Connecting eligible veterans in crisis with immediate resources for housing, food, or utilities.
- **Resolutions and legislative advocacy:** Advocating for veterans' rights and benefits at all levels of government.
- **Employment assistance:** Assisting veterans with job counseling, placement, resume building, and connecting them to veteran-friendly employers.
- **Survivor and dependent assistance:** Supporting families and survivors with claims, bereavement, and access to benefits.
- **Volunteer engagement:** Organizing volunteer initiatives for veterans and community members to give back and support each other.

By providing these services, we lessen the demand placed on City resources and the County's Veterans Service Office, ensuring that our local veterans receive timely and comprehensive assistance.

Brevard County VA Benefits Paid to Veterans

Year	County	Veteran population	Veterans receiving compensation payments	Total annual compensation received
2019	Brevard	65,902	17,468 (26.5)	\$246,730,766
2020	Brevard	65,902	18,197 (27.6%)	\$453,256,000
2021	Brevard	64,644	18,678 (28.9%)	\$491,844,000
2022	Brevard	63,858	NO VA DATA	\$607,604,000
2023	Brevard	63,388	25,151 (39.7%)	\$672,481,000

These figures include only veterans' compensation benefits and do not account for Spouses, dependents, benefits for educational & vocational, medical care, and other assorted payments. In the year 2023 the total payments by the VA for Brevard County were \$1,096,969,000. The official VA data for 2024 will not be available until mid-August 2025, according to Congressman Haridopolos's office.

Thank you for your time and consideration,

Sincerely,



Rodney DeFlumeri

Disabled American Veterans, Commander and CSO

(Named after WWII Veteran, J.L. Golightly)

Chapter 32, commander@fldav32.org / 252-375-5685 Cell



(WWII Veteran) J.L. Golightly Chapter 32
Disabled American Veterans
2265 N. Harbor City Boulevard
Melbourne, FL 32935
321-259-4827

September 30, 2025

To: Representative Tyler Sirois, Florida House of Representatives

Disabled American Veterans J.L. Golightly Chapter 32 has continuously served Brevard County since its chartering in Melbourne, Florida, on April 15, 1947. Over nearly eight decades, the Chapter has stood alongside local veterans from every generation, providing essential support, advocacy, and services through more than thirty major military conflicts and operations across the globe.

78 YEARS- Since 1947, U.S. military personnel have been called to service in the following significant conflicts and operations: the Korean War (1950-1953), Vietnam War (1964-1975), Dominican Republic intervention (1965), Cold War confrontations (such as the Berlin Airlift and Cuban Missile Crisis), Lebanon (1958, 1982-1984), Grenada (Operation Urgent Fury, 1983), Panama (Operation Just Cause, 1989), the Persian Gulf War (Operation Desert Storm, 1990-1991), Somalia (Operation Restore Hope, 1992-1995), Bosnia and Kosovo (1990s), Iraq (Operation Desert Fox 1998, Operation Iraqi Freedom 2003-2011, Operation New Dawn 2011), Afghanistan (Operation Enduring Freedom 2001-2021), Operation Inherent Resolve (against ISIS, 2014–present, Syria and Iraq), Libya (2011), and ongoing counterterrorism and security operations in Yemen, Pakistan, Niger, Syria, and Somalia. There have also been numerous peacekeeping, reconstruction, and humanitarian deployments and responses to regional crises and natural disasters.

6TH PLACE OUT OF 67 COUNTIES IN FL- Brevard County is home to approximately 65,900 veterans. When including spouses and dependents, the veteran-connected population exceeds 150,000 residents, making it one of the most diverse and robust veteran regions in Florida. The area is a thriving hub for active-duty personnel and retirees, supported by Patrick Space Force Base, Cape Canaveral, the aerospace industry, and a comprehensive network of healthcare and family support services.

ALMOST 50 YEARS- Since 1978, Chapter 32 has been operated from a building that accommodates only twenty-five people and six offices. This severe space limitation hampers the Chapter's ability to deliver services, host outreach and educational events, and support the expanding needs of Brevard's veterans and their families.

Chapter 32 now requests \$1.2 million in state funding for a new, accessible veterans service center in Melbourne. The City Council's donation of property valued at \$600,000 serves as a strong demonstration of local support, contingent on our success.

Our services already extend to the communities of Rockledge, Viera, Melbourne, West Melbourne, Satellite Beach, Palm Bay, Fellsmere, Sebastian, Micco, and Vero Beach.

The new facility will more than double our service capacity. It will provide private offices, counseling and claims spaces, event and training rooms, and full accessibility. DAV's trained volunteer service officers will deliver VA claims and appeals assistance, expanded benefits counseling, free medical transportation, job fairs, emergency relief, and events in partnership with other veteran and community organizations.

Veteran's Resolutions: Our DAV team actively promotes positive legislative changes supporting veterans' care and welfare, building on the success of our past initiatives and commitments to policy improvement. Our continual resolutions lead to tangible improvements for local veterans and their families.

The need for expansion is especially urgent as the Vietnam-era veteran cohort enters advanced age. Recent federal legislation, such as the PACT Act, has greatly increased the number of service-connected presumptive illnesses, particularly related to Agent Orange exposure. This makes more surviving Vietnam veteran spouses eligible for Dependency and Indemnity Compensation (DIC). **In 2025, the VA processed a record 2.5 million ratings claims.**

Vietnam veterans are rapidly entering advanced age, and their mortality rates are projected to double by 2030 and triple by 2035, which will significantly increase pressure on community support systems and survivor benefit claims; for local DAV chapters like 32, this demographic shift demands greater organizational capacity, advanced outreach, and specialized training to handle increasingly complex and time-consuming cases so that survivors continue to receive critical assistance and benefits. Compounding these challenges, when a veteran passes away, disability compensation is terminated immediately, and if the elderly couple was receiving two Social Security checks, the surviving spouse is left with only the higher of the two payments resulting in a large, sudden loss of household income and highlighting the urgent need for expert guidance for caregivers struggling with the loss of veterans benefits.

Accountability for the new center will be ensured by measurable increases in veterans and survivors served, reduced waiting times, comprehensive program participation, annual audits, and compliance with all reporting, financial, and performance requirements to both state and local partners.

Fiscal Details:

- **Total Project Cost: \$1,792,900**
- **State Funding Requested: \$1,200,000**
- **Contingent Local/City In-Kind Donation (Property Value): \$592,900**

I'm Requesting to be placed on the Agenda for the City Council meeting on October 14th, 2025, in hopes of securing a vote for the facility and property.

Annual VA Disability Compensation Received by Brevard County Veterans:

- 2019: \$246.7 million
- 2020: \$453.3 million
- 2021: \$491.8 million
- 2022: \$607.6 million
- 2023: \$672.5 million

All data provided by Bill Posey and now Congressman Mike Haridopolos via FOIA requests from the VA.

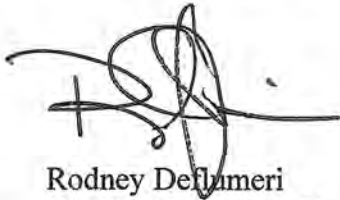
Total VA payments for veterans' disability compensation from 2019 through 2023 reached \$1.09 billion. 2024 data is not yet available from the VBA but is expected to show continued increases based on all trending years.

No prior state appropriations have been made for this project. All ongoing operations and sustainment will be managed through local fundraising, membership, events, rentals, and volunteer leadership, ensuring no recurring state funding is needed.

VETERAN'S HELPING VETERAN'S

On behalf of Brevard's entire veteran community, Chapter 32 asks for your support and leadership so veterans and their surviving families receive consistent advocacy, benefits, and recognition for generations to come.

Senator Mayfield's Office and County Commissioner Rob Feltner specifically suggested we reach out and request your support for advancing this veterans initiative!



Rodney DeFlumeri
Disabled American Veterans Commander and CSO
(Named after WWII Veteran J.L. Golightly) Chapter 32
commander@fldav32.org
252-375-5685 (Cell)



The Florida Senate

Local Funding Initiative Request

Fiscal Year 2026-2027

1. **Project Title** +

2. **Senate Sponsor**

3. **Date of Request**

4. **Project/Program Description**

DAV, Chapter 32 is the oldest and most active chapter in Brevard County ranking 6th largest among Florida's 67 counties. Our Chapter has been supporting veterans and families since 1947. With over 2,100 current members and growing a service catchment of 65,900 veterans including spouses & Dependents approx.150,000, yet our building built in 1961 accommodates only 25 people safely. We seek funds to construct an accessible, modern facility at 2265 N Harbor City Blvd, Melbourne, FL, including new offices, a commercial kitchen, meeting spaces, and monument area upgrades. Services supported: all core DAV

5. **State Agency to receive requested funds**

State Agency contacted? ☒ Yes ☐ No

6. **Amount of the Nonrecurring Request for Fiscal Year 2026-2027**

Type of Funding	Amount
Operating	0
Fixed Capital Outlay	1,200,000
Total State Funds Requested	1,200,000

7. **Total Project Cost for Fiscal Year 2026-2027 (including matching funds available for this project)**

Type of Funding	Amount	Percentage
Total State Funds Requested (from question #6)	1,200,000	66.9 %
Matching Funds		
Federal	0	0.0 %
State (excluding the amount of this request)	0	0.0 %
Local	592,900	33.1 %
Other	0	0.0 %
Total Project Costs for Fiscal Year 2026-2027	1,792,900	100.0 %



The Florida Senate Local Funding Initiative Request Fiscal Year 2026-2027

8. Has this project previously received state funding? ☐ Yes ☒ No

If yes, provide the most recent instance:

Fiscal Year (yyyy-yy)	Amount		Specific Appropriation #	Vetoed
	Recurring	Nonrecurring		

9. Is future-year funding likely to be requested? ☐ Yes ☒ No

a. If yes, indicate nonrecurring amount per year.

b. Describe the source of funding that can be used in lieu of state funding.

Access to significant local resources is contingent upon securing an in-kind property donation from the City of Melbourne, valued at approximately \$592,900.

Complete questions 10 and 11 for Fixed Capital Outlay Projects

10. Status of Construction

- a. What is the current phase of the project? ☒ Planning ☐ Design ☐ Construction ☐ N/A
- b. Is the project "shovel-ready" (i.e. permitted)? ☐ Yes ☒ No
- c. What is the estimated start date of construction?
- d. What is the estimated completion date of construction?
- e. What funding stream will be used for ongoing operations and maintenance of the project?

Annual fundraising, membership dues, special event proceeds, and facility rental fees. No future state operational funds requested.

11. List the owners of the facility to receive, directly or indirectly, any fixed capital outlay funding. Include the relationship between the owners of the facility and the entity.

Recipient Contact Information:

Organization: Disabled American Veterans, Chapter 32

Municipality/County: Melbourne, Brevard County

Organization Type: Non-Profit 501(c)(4)



The Florida Senate

Local Funding Initiative Request

Fiscal Year 2026-2027

12. Details on how the requested state funds will be expended

Spending Category	Description	Amount
Administrative Costs:		
Executive Director/Project Head Salary and Benefits	All Volunteers at Disabled American Veterans J.L Golightly, Chapter 32	0
Other Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
Operational Costs		
Salary and Benefits	All Volunteers at Disabled American Veterans J.L Golightly, Chapter 32	0
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
Fixed Capital Construction/Major Renovation:		
Construction/Renovation/Land/Planning Engineering	- Land/Planning: \$100,000 - Construction/Renovation: \$907,100 - Engineering: \$50,000 - Administrative costs: \$50,000	1,200,000
Total State Funds Requested (must equal total from question #6)		1,200,000



The Florida Senate Local Funding Initiative Request Fiscal Year 2026-2027

13. Program Performance

a. What specific purpose or goal will be achieved by the funds requested?

Build a modern, fully accessible DAV facility to double service capacity; reduce waiting times; host all core programs (claims, counseling, volunteer, job fair, transport, resolutions); and provide space for community events and allied veteran group use.

b. What activities and services will be provided to meet the intended purpose of these funds?

VA claims assistance, medical transportation, outreach, counseling, job fairs, legislative resolution work, volunteer programs, special events, bingo, meeting/event rental to VFW/American Legion/etc.

c. What direct services will be provided to citizens by the appropriation project?

Claims counseling, medical transport, job search, transition support, legislative advocacy, referrals, social events.

d. Who is the target population served by this project? How many individuals are expected to be served?

65,900 veterans including spouse's & dependents 150,000 just in Brevard County; expected to serve over 2,100 members a year directly and reach thousands more through outreach.

e. What is the expected benefit or outcome of this project? What is the methodology by which this outcome will be measured?

Track increase in people assisted, reduced waitlists, event attendance, annual survey data, resolution output, and program statistics pre- vs. post-construction.

f. What are the suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures provided for in the contract?

Withhold grant funds, require corrective action plan, if contract deliverables not achieved.



The Florida Senate Local Funding Initiative Request Fiscal Year 2026-2027

14. Is this project related to mitigation, response, or recovery from a natural disaster?

- ☐ Yes ☒ No *(Skip Questions 15 and 16)*

a. If yes, what phase best describes the project?

- ☐ Mitigation (reducing or eliminating potential loss of life or property)
☐ Response (addressing the immediate and short-term effects of a natural disaster)
☐ Recovery (assisting communities return to normal operations, including rebuilding damaged infrastructure)

b. Name of the natural disaster (or Executive Order # for events not under a federal declaration):

15. Has the entity applied for or received federal assistance for this project?

- ☐ Yes, Applied
☐ Yes, Received
☐ No
☐ No, but intends to apply

a. If yes, provide the FEMA project worksheet ID#:

b. Provide the total project cost listed on the FEMA project worksheet:

16. Has the entity applied for or received state assistance for this project (other than this request)?

- ☐ Yes, Applied
☐ Yes, Received
☐ No
☐ No, but intends to apply

a. If yes, specify the program and state agency (ex. Local Government Emergency Bridge Loan, Department of Commerce):



The Florida Senate

Local Funding Initiative Request

Fiscal Year 2026-2027

Please complete questions 17 through 21 for Water Projects only.

17. Have you been awarded or applied for alternative state funding for this project?

☐

Water Quality Improvement Grant Program

☐

Resilient Florida Grant Program

☐

Wastewater Revolving Loan

☐

Drinking Water Revolving Loan

☐

Small Community Wastewater Treatment Grant

☐

Other (please specify, ex. Alternative Water Supply Grants)

☐

N/A

18. What is the population economic status?

☐

Financially Disadvantaged Community (ch. 62-552, F.A.C.)

☐

Financially Disadvantaged Municipality (ch. 62-552, F.A.C.)

☐

Rural Area of Economic Concern

☐

Rural Area of Opportunity (s. 288.0656, Florida Statutes)

☐

N/A

19. What is the status of construction?

20. What percentage of the construction has been completed?

21. What is the estimated completion date of construction?



The Florida Senate Local Funding Initiative Request Fiscal Year 2026-2027

22. Requester Contact Information

- a. First Name Last Name
- b. Organization
- c. E-mail Address
- d. Phone Number Ext.

23. Recipient Contact Information

- a. Organization
- b. Municipality and County
- c. Organization Type
- ☐ For-Profit Entity
- ☐ Non-Profit 501(c) (3)
- ☒ Non-Profit 501(c) (4)
- ☐ Local Entity
- ☐ University or College
- ☐ Other (please specify)
- d. First Name Last Name
- e. E-mail Address
- f. Phone Number

24. Lobbyist Contact Information

- a. Name
- b. Firm Name
- c. E-mail Address
- d. Phone Number Ext.

The information provided will be posted to the Florida Senate website for public viewing if sponsored by a Senator.

Sec. 2-645. - Conveyance of title to real property.

The city council may approve a conveyance of the city's title of ownership to real property provided that the following requirements are met:

- (1) The conveyance must be approved by resolution adopted by the city council, which resolution shall be recorded with the deed in the public records of Brevard County.
- (2) The purchase price of the conveyance must equal or exceed the city's estimate of fair market value of the city property, except for good cause shown to serve a public purpose.
- (3) For a conveyance reflecting an estimated fair market value of the city property in excess of \$100,000.00, the resolution must be adopted at a public hearing proceeded by notice, which notice shall consist of an advertisement in a daily newspaper of general circulation in the city and posting a copy of the advertisement upon the subject property and at city hall, all notice to be provided at least ten days prior to the public hearing. The conveyance of the property may not be divided for the purpose of evading the public hearing.
- (4) The requirements of section 42-3, City Code shall apply to a conveyance of "park property" or "waterfront property" as identified therein.
- (5) The conveyance must be in the best interests of the city.
- (6) The terms of the conveyance must conform to the requirements of applicable state and federal laws.

(Ord. No. 2015-28, § 2, 8-11-2015)



**Melbourne City Council
October 14, 2025
City Manager's Item Report**

Department:	City Clerk's Office
Presenter:	Kevin McKeown
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.22.a.

Subject:

Appointment of three members to the Code Enforcement Board.

Background/Consideration:

The term of John Greaves will expire on October 14. Mr. Greaves has expressed interest in being reappointed to his position on the board. Additionally, there are two alternate member vacancies on the board.

Code Board members are appointed by City Council in accordance with State Statutes. The statutes provide that members shall be residents of the City and shall, whenever possible, include an architect, a business person, an engineer, a general contractor, a subcontractor, and a realtor. City Council has the discretion to appoint the person it judges to be the most qualified to serve on the Code Enforcement Board.

Applications are attached from:

- John Greaves (current member)
- Hunter Benninger
- Terry Fulton
- Leigh Hinton
- Christopher Tencati

Fiscal/Budget Impact:

N/A

Requested Action:

- Reappoint John Greaves as a regular member.
- Using the nomination process, select two of the outside applicants to fill the vacant alternate member positions.

Code Enforcement Board

MEMBER	CONTACT INFO	TERM
Subcontractor Seat John Greaves 905 N. Harbor City Boulevard, Unit 204 Melbourne, FL 32935	(630) 915-2762 rfd6602@sbcglobal.net	January 14, 2025 – October 14, 2025 Unexpired 3-year term
Business Person Seat James Teele, Chair 2442 Empire Avenue Melbourne, FL 32934	(321) 615-9090 mimsco@cfl.rr.com	October 15, 2023 – October 14, 2026 3-year term
Engineer Seat Thomas Saam 2651 Pineapple Avenue Melbourne, FL 32935	(321) 254-0767 tom@saams.com	October 15, 2023 – October 14, 2026 3-year term
General Contractor Seat Rick Dryden 905 N. Harbor City Boulevard, Unit 302 Melbourne, FL 32935	(321) 431-8695 rdryden@drydeninc.com	January 14, 2025 – October 14, 2026 Unexpired 3-year term
Realtor Seat Edward Meisenbach 4611-3 Beck Lake Trail Melbourne, FL 32901	(321) 508-8814 emeisen32935@gmail.com	August 13, 2024 – October 14, 2027 Unexpired term plus 3-year term
Architect Seat Tim Loomer 709 West Bonnie Circle Melbourne, FL 32901	(321) 727-1497 loomerllc@aol.com	October 15, 2024 – October 14, 2027 3-year term
Member-at-Large Seat Bruce Mochwart 2235 Canopy Drive Melbourne, FL 32935	(321) 242-2200 brucemochwart@yahoo.com	October 15, 2024 – October 14, 2027 3-year term
<u>Alternate Members</u>		
Vacant		October 14, 2026 Unexpired 3-year term
Vacant		October 14, 2026 Unexpired 3-year term

Code Enforcement Official
Mark Herold
(321) 608-7946
mark.herold@mlbfl.org

Attorney (Representing the Board)
Adam Conley
(321) 608-7240
adam.conley@mlbfl.org

Recording Secretary
Tammy Sisk
(321) 608-7925
tammy.sisk@mlbfl.org

***NOTE: All members must complete an annual financial disclosure form. Code Enforcement Board members may not discuss Code Board matters with applicants, respondents and interested parties outside of a Code Board meeting. Correspondence should be addressed to Code Compliance Division, City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, Florida 32901.**

RECEIVED

11 IN 20 2024

Office of City Clerk
Melbourne, Florida

VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220

Applicant Name: William John Greaves

Applicant Address: 905 N Harbor City Blvd Unit 204
Address
Melbourne FL 32935
City State Zip Code

Telephone Number: 6309152762 E-mail: rfid6602@sbcglobal.net
(Area Code)

Business Address: Florida Tech 150 W. University Blvd
Address
Melbourne FL 32901
City State Zip Code

Telephone Number: _____
(During Business Hours) (Area Code)

A brief resume or summary of background must be attached to this application.

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 502

Verified by City Clerk Staff (Initials): JSS

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☒ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

☐	Affordable Housing Advisory Committee* <i>*Check qualifications on Page 2</i>	☐	Golf Courses Advisory Board ¹	☐	Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee
☐	Beautification and Energy Efficiency Board	☐	Historic and Architectural Review Board ²	☒	Planning and Zoning Board ²
☐	Citizens' Advisory Board ¹	☐	Library Board	☐	Police Officers' Retirement Trust Fund Board of Trustees ²
☒	Code Enforcement Board ²	☐	Melbourne Downtown Community Redevelopment Agency Advisory Committee	☐	Zoning Board of Adjustment ²
☐	Firefighters' Pension Plan Board of Trustees ²	☐	Melbourne Economic Enhancement District Advisory Committee	¹ Supplemental application required. ² Members are subject to financial disclosure requirements.	
☐	General Employees' Pension Plan Board of Trustees ²	☐	Melbourne Housing Authority		

VOLUNTEER BOARD MEMBER APPLICATION

If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

- ☐ Citizen actively engaged in residential home building industry in connection with affordable housing
- ☐ Citizen actively engaged in banking industry in connection with affordable housing
- ☐ Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
- ☐ Citizen actively engaged as an advocate for low-income persons in connection with affordable housing
- ☐ Citizen actively engaged as a for profit provider of affordable housing
- ☐ Citizen actively engaged as a not-for-profit provider of affordable housing
- ☐ Citizen actively engaged as a real estate professional in connection with affordable housing
- ☐ Current member of the Planning and Zoning Board
- ☐ One resident of Melbourne
- ☐ Citizen who currently represents employers within Melbourne
- ☐ Citizen who currently represents essential services personnel (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)

DUAL OFFICE-HOLDING

Volunteer board members may serve on up to two boards. However, in no instance shall a volunteer board member be permitted to serve in a capacity that would implicate the dual office-holding prohibition of the Florida Constitution.

- Please list any other boards or committees that you serve on in any other capacity (such as another city, county, or non-profit board). Provide the name of the board and a brief description of its duties in the box below.

☐ I do not serve on any other board or committee.

KW

☒ I currently serve on the following boards/committees:

Library Board dissolved by Council. KW

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

VOLUNTEER BOARD MEMBER APPLICATION

CONFLICTING CONTRACTUAL RELATIONSHIPS

Section 112.313(7), Florida Statutes, prohibits a public officer from having or holding any employment or contractual relationship with any business entity which is doing business with the City of Melbourne, unless otherwise addressed by waiver of such a relationship. Section 112.313(12), Florida Statutes, provides exemptions and potential waivers of such conflicts of interest. For advisory boards, the City Council may waive a conflict under this statute upon full disclosure of the transaction or relationship to the City Council, and upon an affirmative 2/3 vote in favor of the waiver.

- **Please list any business entity that you are employed by or have a contractual relationship with that has or may do business with the City of Melbourne. Provide a brief explanation of that business in the box below.**

- ☒ I am **not** employed by / I do not have a contractual relationship with any business that has or will do business with the City of Melbourne.
- ☐ I am employed by / I do have a contractual relationship with a business that has or will do business with the City of Melbourne.

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

FINANCIAL DISCLOSURE

- Members of the following city boards are subject to financial disclosure (Form 1) requirements:
 - Code Enforcement Board
 - Firefighters' Pension Plan Board of Trustees
 - General Employees' Pension Plan Board of Trustees
 - Historic and Architectural Review Board
 - Planning and Zoning Board
 - Police Officers' Retirement Trust Fund Board of Trustees
 - Zoning Board of Adjustment
- Financial disclosure is a source-only disclosure. Filers are not required to disclose amounts and may choose one of two methods to file: percentage thresholds or dollar-value thresholds. The appropriate financial disclosure form includes detailed instructions on how to properly fill out the form.
- New appointees are required to fill out a financial disclosure form within 30 days of being appointed.
- Individuals who are in a financial disclosure position as of December 31 of each year are required to electronically file an annual financial disclosure form on the Commission on Ethics' Electronic Financial Disclosure Management System by July 1. Individuals who file late are subject to monetary fines or removal from office.
- Upon resigning from the board, individuals subject to financial disclosure must submit a final financial disclosure form within 60 days of leaving their position.

VOLUNTEER BOARD MEMBER APPLICATION

APPOINTMENT PROCESS

- Once an application has been submitted, it will remain on file in the City Clerk's Office for two years from the date of submittal.
- When vacancies occur on the boards that you have indicated interest in, your application will be submitted to the City Council for consideration during a regular meeting. Agendas for upcoming City Council meetings can be found on the city's website at
- You are not required to attend the City Council meeting when your application is being considered. However, you may attend and sign up to speak to introduce yourself to the City Council and express why you should be appointed to a particular board. Note that board appointments are typically the last items on the agenda.
- If you are appointed to a city board, you will be contacted by the City Clerk's Office to set up orientation (30 to 90 minutes, depending on the board) during regular business hours at City Hall with the City Clerk and the city staff who provide support to the board to which you have been appointed. Orientation will include information on:
 - General policies that apply to all boards.
 - Attendance requirements.
 - Review of the Sunshine Law, Voting Conflicts of Interest, and Robert's Rules of Order.
 - Review of the duties and scope of the board, including current items/projects being considered.
 - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: _____

Date: _____

6/17/2024

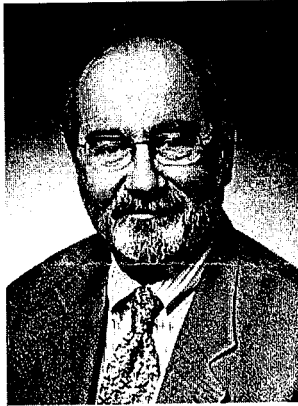
To Whom it may concern.

John Greaves has been engaged in Civil, Government Infrastructure and facilities development globally for some forty plus years.

He has worked in the UAE, Egypt, France, UK, New Zealand on a wide range of projects involving Zoning, Public Safety, improved communication and technology implementations involving legal frameworks and the codification of same from small villages to Mega cities, from City, County and State level to Federal jurisdictions.

His interest in, and concern for, the future of his adopted home of Melbourne Florida is paramount in his wishing to join the City Boards in areas where his expertise and Experience can lend depth to consideration of changing urban landscapes.

Biography



John Greaves

John Greaves has been actively involved in AIDC, IoT, and IIoT for over 40 years. He is a graduate of the University of Exeter, and of Oxford and is a reader at the Bodleian Library of the University of Oxford.

He is still in the work force and is recognized as an Industry Expert in technology deployment at cost effective levels.

John is from Durham UK and has been a US citizen for 28 years. Durham is considered one of the World's Architectural and historic places and has been so since the 9th Century. John has moved in December 2018 to Melbourne after a three year quest for a Florida home that led him to Melbourne where his respect for, and desire to ensure continuity of history and development in keeping with Historical values is preserved.

The Eau Galle district offers a unique opportunity in Brevard County and in Florida to engage in redevelopment to ensure that ecological, environmental and human quality of life is preserved whilst modernization and improvement metrics are accelerated.

John was recently appointed to the IEEE ISTO BiHG (Blockchain in Health Care Global) as an IEEE Fellow and is a Board Member of AIM International, the AIDC industry body.

His outstanding work in identifying Blockchain and the Digital Supply Chain as the next steps in Commercial Fulfillment is recognized by his being named "Dr Blockchain".

John has served with distinction in the standards, regulatory, government bodies including ETSI, CEPT, CEN, ISO, ANSI as well as addressing, and being a member of, many of the leading industry bodies, Book Industry Study Group, Institute of Logistics, CIES, ICSC, IATA and as a representative to Auto ID Center at MIT. John is a Fellow of the Institute of Directors.

He is a frequent contributor to leading industry publications and public media.

VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

RECEIVED

Applicant Name: Hunter Louis Benninget SEP 15 2025

Applicant Address: 2351 appalachian Dr Office of City Clerk
Address Melbourne FL 32935
City State Zip Code

Telephone Number: 321-890-9748 E-mail: HunterBenninget@gmail.com
(Area Code)

Business Address: 815 East Strawbridge Ave
Address Melbourne FL 32901
City State Zip Code

Telephone Number: 321-890-9748
(During Business Hours) (Area Code)

A brief resume or summary of background must be attached to this application.

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 400 Verified by City Clerk Staff (Initials): JS

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☒ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

☐	Affordable Housing Advisory Committee* *Check qualifications on Page 2	☐	General Employees' Pension Plan Board of Trustees ²	☐	Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee
☐	Beautification and Energy Efficiency Board	☐	Historic and Architectural Review Board ²	☐	Planning and Zoning Board ²
☐	Citizens' Advisory Board ¹	☐	Melbourne Downtown Community Redevelopment Agency Advisory Committee	☐	Police Officers' Retirement Trust Fund Board of Trustees ²
☒	Code Enforcement Board ²	☐	Melbourne Economic Enhancement District Advisory Committee	☐	Zoning Board of Adjustment ²
☐	Firefighters' Pension Plan Board of Trustees ²	☐	Melbourne Housing Authority	¹ Supplemental application required. ² Members are subject to financial disclosure requirements.	

VOLUNTEER BOARD MEMBER APPLICATION

If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

- ☐ Citizen actively engaged in residential home building industry in connection with affordable housing
- ☐ Citizen actively engaged in banking industry in connection with affordable housing
- ☐ Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
- ☐ Citizen actively engaged as an advocate for low-income persons in connection with affordable housing
- ☐ Citizen actively engaged as a for profit provider of affordable housing
- ☐ Citizen actively engaged as a not-for-profit provider of affordable housing
- ☐ Citizen actively engaged as a real estate professional in connection with affordable housing
- ☐ Current member of the Planning and Zoning Board
- ☐ One resident of Melbourne
- ☐ Citizen who currently represents employers within Melbourne
- ☐ Citizen who currently represents essential services personnel (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)

DUAL OFFICE-HOLDING

Volunteer board members may serve on up to two boards. However, in no instance shall a volunteer board member be permitted to serve in a capacity that would implicate the dual office-holding prohibition of the Florida Constitution.

- Please list any other boards or committees that you serve on in any other capacity (such as another city, county, or non-profit board). Provide the name of the board and a brief description of its duties in the box below.

☒ I do not serve on any other board or committee.

☐ I currently serve on the following boards/committees:

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

VOLUNTEER BOARD MEMBER APPLICATION

CONFLICTING CONTRACTUAL RELATIONSHIPS

Section 112.313(7), Florida Statutes, prohibits a public officer from having or holding any employment or contractual relationship with any business entity which is doing business with the City of Melbourne, unless otherwise addressed by waiver of such a relationship. Section 112.313(12), Florida Statutes, provides exemptions and potential waivers of such conflicts of interest. For advisory boards, the City Council may waive a conflict under this statute upon full disclosure of the transaction or relationship to the City Council, and upon an affirmative 2/3 vote in favor of the waiver.

➤ Please list any business entity that you are employed by or have a contractual relationship with that has or may do business with the City of Melbourne. Provide a brief explanation of that business in the box below.

- ☐ I am not employed by / I do not have a contractual relationship with any business that has or will do business with the City of Melbourne.
- ☒ I am employed by / I do have a contractual relationship with a business that has or will do business with the City of Melbourne.

The County Line Bar and Grill
A business in downtown Melbourne

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

FINANCIAL DISCLOSURE

- Members of the following city boards are subject to financial disclosure (Form 1) requirements:
 - Code Enforcement Board
 - Firefighters' Pension Plan Board of Trustees
 - General Employees' Pension Plan Board of Trustees
 - Historic and Architectural Review Board
 - Planning and Zoning Board
 - Police Officers' Retirement Trust Fund Board of Trustees
 - Zoning Board of Adjustment
- Financial disclosure is a source-only disclosure. Filers are not required to disclose amounts and may choose one of two methods to file: percentage thresholds or dollar-value thresholds. The appropriate financial disclosure form includes detailed instructions on how to properly fill out the form.
- New appointees are required to fill out a financial disclosure form within 30 days of being appointed.
- Individuals who are in a financial disclosure position as of December 31 of each year are required to electronically file an annual financial disclosure form on the Commission on Ethics' Electronic Financial Disclosure Management System by July 1. Individuals who file late are subject to monetary fines or removal from office.
- Upon resigning from the board, individuals subject to financial disclosure must submit a final financial disclosure form within 60 days of leaving their position.

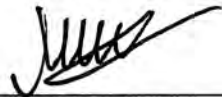
VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

APPOINTMENT PROCESS

- Once an application has been submitted, it will remain on file in the City Clerk's Office for two years from the date of submittal.
- When vacancies occur on the boards that you have indicated interest in, your application will be submitted to the City Council for consideration during a regular meeting. Agendas for upcoming City Council meetings can be found on the city's website at <https://melbournefl.portal.civicclerk.com/>.
- You are not required to attend the City Council meeting when your application is being considered. However, you may attend and sign up to speak to introduce yourself to the City Council and express why you should be appointed to a particular board. Note that board appointments are typically the last items on the agenda.
- If you are appointed to a city board, you will be contacted by the City Clerk's Office to set up orientation (30 to 90 minutes, depending on the board) during regular business hours at City Hall with the City Clerk and the city staff who provide support to the board to which you have been appointed. Orientation will include information on:
 - General policies that apply to all boards.
 - Attendance requirements.
 - Review of the Sunshine Law, Voting Conflicts of Interest, and Robert's Rules of Order.
 - Review of the duties and scope of the board, including current items/projects being considered.
 - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: _____



Date: _____

4/15/25

Background Summary

I was born and raised in Melbourne, Florida, and have proudly called this community my home for my entire life. As the owner and operator of The County Line in downtown Melbourne, I am deeply invested in both the success of our city and the well-being of its residents.

Beyond operating a local business, I strive to contribute to the community whenever possible—whether through donations or supporting local initiatives when called upon. I believe in strengthening the connection between local businesses and city leadership, ensuring that community growth benefits everyone.

I also believe our city needs more young, knowledgeable individuals who bring a common-sense perspective to the table. My lifelong ties to Melbourne, coupled with my business experience and community involvement, have given me a strong understanding of both the challenges and opportunities we face. I am committed to serving with fairness, practicality, and integrity on the Code Enforcement Board.

VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

RECEIVED

OCT - 7 2025

Applicant Name: Terri Fulton

Applicant Address: 1688 Pontiac Cir N
Address
 Melbourne FL 32935
City State Zip Code

Telephone Number: 321-253-0424 E-mail: HeritageSignsLady@yahoo.com
(Area Code)

Business Address: N/A
Address

Telephone Number: N/A
(During Business Hours) (Area Code)

A brief resume or summary of background must be attached to this application.

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 502

Verified by City Clerk Staff (Initials):

[Signature]

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months?



Yes



No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

☐	Affordable Housing Advisory Committee* <i>*Check qualifications on Page 2</i>	☐	General Employees' Pension Plan Board of Trustees ²	☐	Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee
☐	Beautification and Energy Efficiency Board	☐	Historic and Architectural Review Board ²	☐	Planning and Zoning Board ²
☐	Citizens' Advisory Board ¹	☐	Melbourne Downtown Community Redevelopment Agency Advisory Committee	☐	Police Officers' Retirement Trust Fund Board of Trustees ²
☐	Code Enforcement Board ²	☐	Melbourne Economic Enhancement District Advisory Committee	☐	Zoning Board of Adjustment ²
☐	Firefighters' Pension Plan Board of Trustees ²	☐	Melbourne Housing Authority	¹ Supplemental application required. ² Members are subject to financial disclosure requirements.	

If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

- ☐ Citizen actively engaged in residential home building industry in connection with affordable housing
- ☐ Citizen actively engaged in banking industry in connection with affordable housing
- ☐ Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
- ☐ Citizen actively engaged as an advocate for low-income persons in connection with affordable housing
- ☐ Citizen actively engaged as a for profit provider of affordable housing
- ☐ Citizen actively engaged as a not-for-profit provider of affordable housing
- ☐ Citizen actively engaged as a real estate professional in connection with affordable housing
- ☐ Current member of the Planning and Zoning Board
- ☐ One resident of Melbourne
- ☐ Citizen who currently represents employers within Melbourne
- ☐ Citizen who currently represents essential services personnel (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)

DUAL OFFICE-HOLDING

Volunteer board members may serve on up to two boards. However, in no instance shall a volunteer board member be permitted to serve in a capacity that would implicate the dual office-holding prohibition of the Florida Constitution.

- Please list any other boards or committees that you serve on in any other capacity (such as another city, county, or non-profit board). Provide the name of the board and a brief description of its duties in the box below.

☒ I **do not** serve on any other board or committee.

☐ I currently serve on the following boards/committees:

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

CONFLICTING CONTRACTUAL RELATIONSHIPS

Section 112.313(7), Florida Statutes, prohibits a public officer from having or holding any employment or contractual relationship with any business entity which is doing business with the City of Melbourne, unless otherwise addressed by waiver of such a relationship. Section 112.313(12), Florida Statutes, provides exemptions and potential waivers of such conflicts of interest. For advisory boards, the City Council may waive a conflict under this statute upon full disclosure of the transaction or relationship to the City Council, and upon an affirmative 2/3 vote in favor of the waiver.

- Please list any business entity that you are employed by or have a contractual relationship with that has or may do business with the City of Melbourne. Provide a brief explanation of that business in the box below.

- ☒ I am **not** employed by / I do not have a contractual relationship with any business that has or will do business with the City of Melbourne.
- ☐ I am employed by / I do have a contractual relationship with a business that has or will do business with the City of Melbourne.

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

FINANCIAL DISCLOSURE

- Members of the following city boards are subject to financial disclosure (Form 1) requirements:
 - Code Enforcement Board
 - Firefighters' Pension Plan Board of Trustees
 - General Employees' Pension Plan Board of Trustees
 - Historic and Architectural Review Board
 - Planning and Zoning Board
 - Police Officers' Retirement Trust Fund Board of Trustees
 - Zoning Board of Adjustment
- Financial disclosure is a source-only disclosure. Filers are not required to disclose amounts and may choose one of two methods to file: percentage thresholds or dollar-value thresholds. The appropriate financial disclosure form includes detailed instructions on how to properly fill out the form.
- New appointees are required to fill out a financial disclosure form within 30 days of being appointed.
- Individuals who are in a financial disclosure position as of December 31 of each year are required to electronically file an annual financial disclosure form on the Commission on Ethics' Electronic Financial Disclosure Management System by July 1. Individuals who file late are subject to monetary fines or removal from office.
- Upon resigning from the board, individuals subject to financial disclosure must submit a final financial disclosure form within 60 days of leaving their position.

VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

APPOINTMENT PROCESS

- Once an application has been submitted, it will remain on file in the City Clerk's Office for two years from the date of submittal.
- When vacancies occur on the boards that you have indicated interest in, your application will be submitted to the City Council for consideration during a regular meeting. Agendas for upcoming City Council meetings can be found on the city's website at <https://melbournefl.portal.civicclerk.com/>.
- You are not required to attend the City Council meeting when your application is being considered. However, you may attend and sign up to speak to introduce yourself to the City Council and express why you should be appointed to a particular board. Note that board appointments are typically the last items on the agenda.
- If you are appointed to a city board, you will be contacted by the City Clerk's Office to set up orientation (30 to 90 minutes, depending on the board) during regular business hours at City Hall with the City Clerk and the city staff who provide support to the board to which you have been appointed. Orientation will include information on:
 - General policies that apply to all boards.
 - Attendance requirements.
 - Review of the Sunshine Law, Voting Conflicts of Interest, and Robert's Rules of Order.
 - Review of the duties and scope of the board, including current items/projects being considered.
 - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: _____

Jeri Fulton

Date: _____

10-7-25

**Terri Fulton
1688 Pontiac Cir N
Melbourne, FL 32935**

RESUME

**1999 to Present
Small Business Owner
Heritage Signs**

**1990 to 1998
Huntsville Hospital – OR
Electronic Technician
Huntsville, AL**

**1979 to 1990
Engineering Assistant, Data Analyst
Wilton Corp.
Winchester, TN**

**Do not recall dates
Records Keeper
Minimum Housing
City of Huntsville
Huntsville, AL**

RECEIVED

SEP 11 2025

City of
Melbourne
The Harbor City



Office of City Clerk
Melbourne, Florida

VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

Applicant Name: LEIGH HINTON

Applicant Address: 1274 SUN CIR W
Address
MELBOURNE FL 32935
City State Zip Code

Telephone Number: 321-536-4600 E-mail: LEIGH.HINTON76@GMAIL.COM
(Area Code)

Business Address: _____
Address

City State Zip Code

Telephone Number: _____
(During Business Hours) (Area Code)

A brief resume or summary of background must be attached to this application.

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 502 Verified by City Clerk Staff (Initials): SP

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☒ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

☐	Affordable Housing Advisory Committee* <i>*Check qualifications on Page 2</i>	☐	Golf Courses Advisory Board ¹	☒	Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee
☐	Beautification and Energy Efficiency Board	☐	Historic and Architectural Review Board ²	☐	Planning and Zoning Board ²
☐	Citizens' Advisory Board ¹	☐	Library Board	☐	Police Officers' Retirement Trust Fund Board of Trustees ²
☒	Code Enforcement Board ²	☐	Melbourne Downtown Community Redevelopment Agency Advisory Committee	☐	Zoning Board of Adjustment ²
☐	Firefighters' Pension Plan Board of Trustees ²	☐	Melbourne Economic Enhancement District Advisory Committee	¹ Supplemental application required. ² Members are subject to financial disclosure requirements.	
☐	General Employees' Pension Plan Board of Trustees ²	☐	Melbourne Housing Authority		

VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

- ☐ Citizen actively engaged in residential home building industry in connection with affordable housing
- ☐ Citizen actively engaged in banking industry in connection with affordable housing
- ☐ Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
- ☐ Citizen actively engaged as an advocate for low-income persons in connection with affordable housing
- ☐ Citizen actively engaged as a for profit provider of affordable housing
- ☐ Citizen actively engaged as a not-for-profit provider of affordable housing
- ☐ Citizen actively engaged as a real estate professional in connection with affordable housing
- ☐ Current member of the Planning and Zoning Board
- ☐ One resident of Melbourne
- ☐ Citizen who currently represents employers within Melbourne
- ☐ Citizen who currently represents essential services personnel (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)

DUAL OFFICE-HOLDING

Volunteer board members may serve on up to two boards. However, in no instance shall a volunteer board member be permitted to serve in a capacity that would implicate the dual office-holding prohibition of the Florida Constitution.

- Please list any other boards or committees that you serve on in any other capacity (such as another city, county, or non-profit board). Provide the name of the board and a brief description of its duties in the box below.

☒ I do not serve on any other board or committee.

☐ I currently serve on the following boards/committees:

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

CONFLICTING CONTRACTUAL RELATIONSHIPS

Section 112.313(7), Florida Statutes, prohibits a public officer from having or holding any employment or contractual relationship with any business entity which is doing business with the City of Melbourne, unless otherwise addressed by waiver of such a relationship. Section 112.313(12), Florida Statutes, provides exemptions and potential waivers of such conflicts of interest. For advisory boards, the City Council may waive a conflict under this statute upon full disclosure of the transaction or relationship to the City Council, and upon an affirmative 2/3 vote in favor of the waiver.

- Please list any business entity that you are employed by or have a contractual relationship with that has or may do business with the City of Melbourne. Provide a brief explanation of that business in the box below.

- ☒ I am not employed by / I do not have a contractual relationship with any business that has or will do business with the City of Melbourne.
- ☐ I am employed by / I do have a contractual relationship with a business that has or will do business with the City of Melbourne.

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

FINANCIAL DISCLOSURE

- Members of the following city boards are subject to financial disclosure (Form 1) requirements:
 - Code Enforcement Board
 - Firefighters' Pension Plan Board of Trustees
 - General Employees' Pension Plan Board of Trustees
 - Historic and Architectural Review Board
 - Planning and Zoning Board
 - Police Officers' Retirement Trust Fund Board of Trustees
 - Zoning Board of Adjustment
- Financial disclosure is a source-only disclosure. Filers are not required to disclose amounts and may choose one of two methods to file: percentage thresholds or dollar-value thresholds. The appropriate financial disclosure form includes detailed instructions on how to properly fill out the form.
- New appointees are required to fill out a financial disclosure form within 30 days of being appointed.
- Individuals who are in a financial disclosure position as of December 31 of each year are required to electronically file an annual financial disclosure form on the Commission on Ethics' Electronic Financial Disclosure Management System by July 1. Individuals who file late are subject to monetary fines or removal from office.
- Upon resigning from the board, individuals subject to financial disclosure must submit a final financial disclosure form within 60 days of leaving their position.

VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

APPOINTMENT PROCESS

- Once an application has been submitted, it will remain on file in the City Clerk's Office for two years from the date of submittal.
- When vacancies occur on the boards that you have indicated interest in, your application will be submitted to the City Council for consideration during a regular meeting. Agendas for upcoming City Council meetings can be found on the city's website at <https://melbournefl.portal.civicclerk.com/>.
- You are not required to attend the City Council meeting when your application is being considered. However, you may attend and sign up to speak to introduce yourself to the City Council and express why you should be appointed to a particular board. Note that board appointments are typically the last items on the agenda.
- If you are appointed to a city board, you will be contacted by the City Clerk's Office to set up orientation (30 to 90 minutes, depending on the board) during regular business hours at City Hall with the City Clerk and the city staff who provide support to the board to which you have been appointed. Orientation will include information on:
 - General policies that apply to all boards.
 - Attendance requirements.
 - Review of the Sunshine Law, Voting Conflicts of Interest, and Robert's Rules of Order.
 - Review of the duties and scope of the board, including current items/projects being considered.
 - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: _____

Date: _____

9/11/2025

Code Enforcement Committee

From Leigh Hinton <leigh.hinton76@gmail.com>

Date Thu 9/18/2025 4:58 PM

To Sally Goltzman <Sally.Goltzman@mlbfl.org>

 1 attachment (86 KB)

Leigh Alexander Hinton Resume 8.16.2018.pdf;

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Sally,

I meant to send this earlier this week, but got tied up with a few issues. This is a copy of the last resume I had made. The only updates are I work for the Carpenter/Kessel Home Selling Team now, I've done a ton more in real estate sales volume, and my email address is different.

Cheers,

Leigh

Leigh Hinton
1274 Sun Circle W
Melbourne, FL 32935
(321) 536-4600
leigh.hinton76@outlook.com

RECEIVED

SEP 19 2025

Office of City Clerk
Melbourne, Florida

Education **Florida Institute of Technology**
Aug 2004 – May 2007
BA Hon Environmental Science - Meteorology Option

Work History

Blue Marlin Real Estate | Realtor

August 2015 - To Date

Achievements

- Almost \$2 million in sale in first active/full time quarter
- Winner of several brokerage competitions
- Outstanding customer reviews

Eau Gallie Yacht Club | Food & Beverage Director

Dec 2016 - May 2018

Achievements

- Reduced liquor costs by over 3%, taking the COG 2% below budget
- Implemented new cloud based scheduling and communication system
- Organized multiple profitable member events for 200 plus people
- Introduced online training platform
- Recruited several new managers, and many new team members
- Over saw the operation of multiple dining and drinking operations

Hemingway's Tavern | Operations Manager

April 2015 - Dec 2016

Achievements

- Working in a team, took the concept from an idea to a fully operational restaurant
- Contributed to designed of building, food menu, drinks menu and training program
- Designed a recruitment strategy that resulted in minimal employee turnover
- Profited in the first full quarter of trading
- In three months taken Trip Advisor ranking from 334 to 24

Long Dogger's Enterprises, LLC - Melbourne FL | Special Project Manager

June 2013 – April 2015

Achievements

- Transitioned training systems to online from paper
- Wrote new training material for host, busser, and server departments
- Introduced Hot Schedule online scheduling and labor management reducing costs by 3%
- Introduce employee workshop and round table meetings
- Coached managers on how to write effective performance improvement plans for hourly team members

Jamie Oliver @ Gatwick | Operations Manager

Oct 2012 – Dec 2012

Achievements

- Reduced weekly labour expenditure by over £10,000
- Managed the successful installation of a new coffee van and 40 cover coffee shop
- Established new and developed existing relationships with Gatwick Airport and Gatwick partners
- Introduced essential Jamie's Italian cultural components into daily routines
- Introduced financial control and accountability to the operation

Jamie's Italian – Portsmouth | General Manager

Jul 2011 – July 2013

Achievements

- Established schools outreach program and had over 20 visits from area schools in 2011/12
- Built strong relationship with local businesses and organizations such as Education Business Partners, Portsmouth Football Club, The News, and Gunwharf Quays
- Organized and hosted a three day outdoor event to celebrate the Queens Diamond Jubilee and one year anniversary of Jamie's Italian Portsmouth
- Founded the Jamie's Italian Ice Cream Van Project with St Johns College
- Management support for the Manchester and Norwich Jamie's Italian openings
- Developed four supervisors, 3 managers, two deputy general managers, one general manager, two junior sous chefs, one sous chef, and one head chef
- Worked with the Jamie's Management Academy to train five new managers and chefs
- Winner of five awards including Best restaurant in Portsmouth 2011/2012, Best Restaurant in the South 2012, Best Education Business Partner 2012

Chili's Grill & Bar | Kitchen Manager

Mar 2008 – Jul 2011

Achievements

- Reduced liquor cost by over 6%
- Elevated bar to "university" training status
- Managed the introduction of "kitchen of the Future" phase 1
- Maintained a 29% food cost with an AvT of less than 1.5%
- Achieved university status for bar training and systems

Organizations

- The Children's Hunger Project
- Brevard Children in Need
- Ronald McDonald House
- Surfer for Autism
- Free Masons
- Rotary International
- Saltwater Classic Fishing Tournament
- The SPCA of Brevard

SEP - 4 2025



VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

Applicant Name: Christopher Joseph Tencati

Applicant Address: 1525 Beechfern Drive

Address
Melbourne Florida 32935
City State Zip Code

Telephone Number: 3213443588 E-mail: cjtencati@gmail.com
(Area Code)

Business Address:

Address
City State Zip Code

Telephone Number: (During Business Hours) (Area Code)

A brief resume or summary of background must be attached to this application.

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 408

Verified by City Clerk Staff (Initials): *sf*

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☒ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

☒	Affordable Housing Advisory Committee* ² <i>*Check qualifications on Page 2</i>	☐	General Employees' Pension Plan Board of Trustees ²	☐	Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee
☐	Beautification and Energy Efficiency Board	☐	Historic and Architectural Review Board ²	☒	² Planning and Zoning Board ²
☒	² Citizens' Advisory Board ¹	☐	Melbourne Downtown Community Redevelopment Agency Advisory Committee	☐	Police Officers' Retirement Trust Fund Board of Trustees ²
☒	¹ Code Enforcement Board ²	☐	Melbourne Economic Enhancement District Advisory Committee	☒	² Zoning Board of Adjustment ²
☐	Firefighters' Pension Plan Board of Trustees ²	☒	² Melbourne Housing Authority	¹ Supplemental application required. ² Members are subject to financial disclosure requirements.	

VOLUNTEER BOARD MEMBER APPLICATION

If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

- ☐ Citizen actively engaged in residential home building industry in connection with affordable housing
- ☐ Citizen actively engaged in banking industry in connection with affordable housing
- ☐ Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
- ☐ Citizen actively engaged as an advocate for low-income persons in connection with affordable housing
- ☐ Citizen actively engaged as a for profit provider of affordable housing
- ☐ Citizen actively engaged as a not-for-profit provider of affordable housing
- ☐ Citizen actively engaged as a real estate professional in connection with affordable housing
- ☐ Current member of the Planning and Zoning Board
- ☒ One resident of Melbourne
- ☐ Citizen who currently represents employers within Melbourne
- ☐ Citizen who currently represents essential services personnel (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)

DUAL OFFICE-HOLDING

Volunteer board members may serve on up to two boards. However, in no instance shall a volunteer board member be permitted to serve in a capacity that would implicate the dual office-holding prohibition of the Florida Constitution.

- Please list any other boards or committees that you serve on in any other capacity (such as another city, county, or non-profit board). Provide the name of the board and a brief description of its duties in the box below.

☒ I **do not** serve on any other board or committee.

☐ I currently serve on the following boards/committees:

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

VOLUNTEER BOARD MEMBER APPLICATION

CONFLICTING CONTRACTUAL RELATIONSHIPS

Section 112.313(7), Florida Statutes, prohibits a public officer from having or holding any employment or contractual relationship with any business entity which is doing business with the City of Melbourne, unless otherwise addressed by waiver of such a relationship. Section 112.313(12), Florida Statutes, provides exemptions and potential waivers of such conflicts of interest. For advisory boards, the City Council may waive a conflict under this statute upon full disclosure of the transaction or relationship to the City Council, and upon an affirmative 2/3 vote in favor of the waiver.

➤ Please list any business entity that you are employed by or have a contractual relationship with that has or may do business with the City of Melbourne. Provide a brief explanation of that business in the box below.

- ☒ I am not employed by / I do not have a contractual relationship with any business that has or will do business with the City of Melbourne.
- ☐ I am employed by / I do have a contractual relationship with a business that has or will do business with the City of Melbourne.

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

FINANCIAL DISCLOSURE

- Members of the following city boards are subject to financial disclosure (Form 1) requirements:
 - Code Enforcement Board
 - Firefighters' Pension Plan Board of Trustees
 - General Employees' Pension Plan Board of Trustees
 - Historic and Architectural Review Board
 - Planning and Zoning Board
 - Police Officers' Retirement Trust Fund Board of Trustees
 - Zoning Board of Adjustment
- Financial disclosure is a source-only disclosure. Filers are not required to disclose amounts and may choose one of two methods to file: percentage thresholds or dollar-value thresholds. The appropriate financial disclosure form includes detailed instructions on how to properly fill out the form.
- New appointees are required to fill out a financial disclosure form within 30 days of being appointed.
- Individuals who are in a financial disclosure position as of December 31 of each year are required to electronically file an annual financial disclosure form on the Commission on Ethics' Electronic Financial Disclosure Management System by July 1. Individuals who file late are subject to monetary fines or removal from office.
- Upon resigning from the board, individuals subject to financial disclosure must submit a final financial disclosure form within 60 days of leaving their position.

VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

APPOINTMENT PROCESS

- Once an application has been submitted, it will remain on file in the City Clerk's Office for two years from the date of submittal.
- When vacancies occur on the boards that you have indicated interest in, your application will be submitted to the City Council for consideration during a regular meeting. Agendas for upcoming City Council meetings can be found on the city's website at <https://melbournefl.portal.civicclerk.com/>.
- You are not required to attend the City Council meeting when your application is being considered. However, you may attend and sign up to speak to introduce yourself to the City Council and express why you should be appointed to a particular board. Note that board appointments are typically the last items on the agenda.
- If you are appointed to a city board, you will be contacted by the City Clerk's Office to set up orientation (30 to 90 minutes, depending on the board) during regular business hours at City Hall with the City Clerk and the city staff who provide support to the board to which you have been appointed. Orientation will include information on:
 - General policies that apply to all boards.
 - Attendance requirements.
 - Review of the Sunshine Law, Voting Conflicts of Interest, and Robert's Rules of Order.
 - Review of the duties and scope of the board, including current items/projects being considered.
 - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: Christopher Joseph Tencati

Date: 09/4/2025

CHRISTOPHER J. TENCATI

MELBOURNE, FL 32905 * (321) 344-3588

Alternate Phone: (321) 610-7414

Email: cjtencati@gmail.com

OBJECTIVE

I want to give back to my community, learn new skills, and utilize the skills I've acquired to support, protect and preserve our great state for future generations to enjoy.

ABILITY SUMMARY

- Working with geographic information systems, especially ArcGIS
- Microsoft Office Suite (Word, Excel, Power-Point, Office 365)
- Good at dealing with stressful situations
- Self-directed and highly motivated
- Flexible and adaptable
- Google Drive Suite
- Team player

EMPLOYMENT HISTORY

Self-Employed (Caregiver)

- Paperwork and filing assistance
- Daily living assistance
- Help with medication
- Cleaning services
- Transportation

February 2015 – May 2021

Self-Employed

Mosswood Townhomes (Homeowner's Association), Melbourne, FL

- Worked as a troubleshooter and handyman for the HOA May 2021 – July 2025
- Utilized my experience as a caregiver to aid elderly residents
- Rescued an elderly woman from diabetic shock several times, and assisted her in installing a hands-free glucose monitor
- Worked on various projects big and small, mostly related to maintenance and repair
- Built a water retention wall and repaired a gazebo
- Performed basic healthcare and wellness checks
- Moving material and heavy loads

EDUCATION AND TRAINING

Geography & Environmental Geosciences

Bachelor's Degree, GPA: 3.7

2025 Graduate of the University of Florida, Gainesville, FL

Certified by ESRI in the use of GIS systems, particularly ArcGIS



**Melbourne City Council
October 14, 2025
City Manager's Item Report**

Department:	City Clerk's Office
Presenter:	Kevin McKeown
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.22.b.

Subject:

Appointment of two resident members to the General Employees' Pension Plan Board of Trustees.

Background/Consideration:

The terms of the two resident members on the board (Robert Johnson and Lisa Solina) will expire on October 21. Both members have expressed interest in being reappointed to the board. There are no outside applications on file.

Chapter 44 of the City Code provides that this board shall consist of five persons, **two of whom shall be legal residents of the City, appointed by the City Council**; two members shall be elected by a vote of all actively employed members of the plan entitled to vote; and a fifth member shall be elected by a majority of the other four members of the board, and appointed by the City Council as a ministerial duty.

Both resident member applications are attached for reference.

Fiscal/Budget Impact:

N/A

Requested Action:

Reappoint Robert Johnson and Lisa Solina as resident members.

General Employees' Pension Plan Board of Trustees

MEMBER	CONTACT INFO	TERM
Employee Shawn Bacon, Water Distribution Division 2885 Harper Road Melbourne, FL 32904	(321) 608-5000 shawnlbacon2012@gmail.com	November 29, 2024 – November 28, 2026 2-year term
Employee Ronald Streiff, Police Department 650 N. Apollo Boulevard Melbourne, FL 32901	(321) 608-6345 ronald.streiff@mlbfl.org	November 29, 2024 – November 28, 2026 2-year term
Resident Robert Johnson 2606 Manorwood Drive Melbourne, FL 32901	(321) 728-1464 (321) 615-7076 misterrcjohnson@gmail.com	October 22, 2023 – October 21, 2025 2-year term
Resident Lisa Solina 3253 Cauthen Creek Drive Melbourne, FL 32934	(321) 508-5472 lpbrown264@yahoo.com	March 26, 2024 – October 21, 2025 Unexpired 2-year term
Fifth Member Robert Lattig 4082 Durksly Drive Melbourne, FL 32940	(321) 258-7588 (321) 242-4015 rlattig@cfl.rr.com	February 22, 2025 – February 21, 2027 2-year term

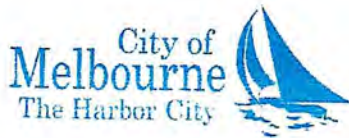
Board Attorney

Bonni Jensen
Klausner, Kaufman, Jensen & Levinson
7080 NW 4th Street
Plantation, FL 33317
(954) 916-1202

Recording Secretary

Jennifer Chase
(321) 608-7030
jennifer.chase@mlbfl.org

***NOTE: All members must complete an annual financial disclosure form.**



VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

RECEIVED

SEP 11 2025

Applicant Name: Lisa P. Solina
Applicant Address: 3253 Cauthen Creek Drive
Address: Melbourne Florida 32934
City State Zip Code
Telephone Number: 321-508-5472 E-mail: lpbrown264@yahoo.com
(Area Code)
Business Address: 1935 S. Fiske Boulevard
Address: Rockledge Florida 32955
City State Zip Code
Telephone Number: 321-432-4280
(During Business Hours) (Area Code)

A brief resume or summary of background must be attached to this application.

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 422

Verified by City Clerk Staff (Initials): *[Signature]*

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☒ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

☐	Affordable Housing Advisory Committee* <i>*Check qualifications on Page 2</i>	☒	General Employees' Pension Plan Board of Trustees ²	☐	Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee
☐	Beautification and Energy Efficiency Board	☐	Historic and Architectural Review Board ²	☐	Planning and Zoning Board ²
☐	Citizens' Advisory Board ¹	☐	Melbourne Downtown Community Redevelopment Agency Advisory Committee	☐	Police Officers' Retirement Trust Fund Board of Trustees ²
☐	Code Enforcement Board ²	☐	Melbourne Economic Enhancement District Advisory Committee	☐	Zoning Board of Adjustment ²
☐	Firefighters' Pension Plan Board of Trustees ²	☐	Melbourne Housing Authority	¹ Supplemental application required. ² Members are subject to financial disclosure requirements.	

VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

- ☐ Citizen actively engaged in residential home building industry in connection with affordable housing
- ☐ Citizen actively engaged in banking industry in connection with affordable housing
- ☐ Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
- ☐ Citizen actively engaged as an advocate for low-income persons in connection with affordable housing
- ☐ Citizen actively engaged as a for profit provider of affordable housing
- ☐ Citizen actively engaged as a not-for-profit provider of affordable housing
- ☐ Citizen actively engaged as a real estate professional in connection with affordable housing
- ☐ Current member of the Planning and Zoning Board
- ☐ One resident of Melbourne
- ☐ Citizen who currently represents employers within Melbourne
- ☐ Citizen who currently represents essential services personnel (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)

DUAL OFFICE-HOLDING

Volunteer board members may serve on up to two boards. However, in no instance shall a volunteer board member be permitted to serve in a capacity that would implicate the dual office-holding prohibition of the Florida Constitution.

- Please list any other boards or committees that you serve on in any other capacity (such as another city, county, or non-profit board). Provide the name of the board and a brief description of its duties in the box below.

☒ I do not serve on any other board or committee.

☐ I currently serve on the following boards/committees:

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

CONFLICTING CONTRACTUAL RELATIONSHIPS

Section 112.313(7), Florida Statutes, prohibits a public officer from having or holding any employment or contractual relationship with any business entity which is doing business with the City of Melbourne, unless otherwise addressed by waiver of such a relationship. Section 112.313(12), Florida Statutes, provides exemptions and potential waivers of such conflicts of interest. For advisory boards, the City Council may waive a conflict under this statute upon full disclosure of the transaction or relationship to the City Council, and upon an affirmative 2/3 vote in favor of the waiver.

- Please list any business entity that you are employed by or have a contractual relationship with that has or may do business with the City of Melbourne. Provide a brief explanation of that business in the box below.

- ☒ I am not employed by / I do not have a contractual relationship with any business that has or will do business with the City of Melbourne.
- ☐ I am employed by / I do have a contractual relationship with a business that has or will do business with the City of Melbourne.

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

FINANCIAL DISCLOSURE

- Members of the following city boards are subject to financial disclosure (Form 1) requirements:
 - Code Enforcement Board
 - Firefighters' Pension Plan Board of Trustees
 - General Employees' Pension Plan Board of Trustees
 - Historic and Architectural Review Board
 - Planning and Zoning Board
 - Police Officers' Retirement Trust Fund Board of Trustees
 - Zoning Board of Adjustment
- Financial disclosure is a source-only disclosure. Filers are not required to disclose amounts and may choose one of two methods to file: percentage thresholds or dollar-value thresholds. The appropriate financial disclosure form includes detailed instructions on how to properly fill out the form.
- New appointees are required to fill out a financial disclosure form within 30 days of being appointed.
- Individuals who are in a financial disclosure position as of December 31 of each year are required to electronically file an annual financial disclosure form on the Commission on Ethics' Electronic Financial Disclosure Management System by July 1. Individuals who file late are subject to monetary fines or removal from office.
- Upon resigning from the board, individuals subject to financial disclosure must submit a final financial disclosure form within 60 days of leaving their position.

VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

APPOINTMENT PROCESS

- Once an application has been submitted, it will remain on file in the City Clerk's Office for two years from the date of submittal.
- When vacancies occur on the boards that you have indicated interest in, your application will be submitted to the City Council for consideration during a regular meeting. Agendas for upcoming City Council meetings can be found on the city's website at <https://melbournefl.portal.civicclerk.com/>.
- You are not required to attend the City Council meeting when your application is being considered. However, you may attend and sign up to speak to introduce yourself to the City Council and express why you should be appointed to a particular board. Note that board appointments are typically the last items on the agenda.
- If you are appointed to a city board, you will be contacted by the City Clerk's Office to set up orientation (30 to 90 minutes, depending on the board) during regular business hours at City Hall with the City Clerk and the city staff who provide support to the board to which you have been appointed. Orientation will include information on:
 - General policies that apply to all boards.
 - Attendance requirements.
 - Review of the Sunshine Law, Voting Conflicts of Interest, and Robert's Rules of Order.
 - Review of the duties and scope of the board, including current items/projects being considered.
 - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: Lisa P. Salina Date: 9/10/2025

QUALIFICATIONS

Experienced in management, accounting and professional procurement. Bachelor's degree in business administration, master's degree in business administration, Certified Public Purchasing Officer (CPPO), Certified Public Pension Trustee (FPPTA). Over thirty years of management and supervisory experience, twenty-four in municipal government contract and project management and accounting and budget operations. Knowledge of city-wide operations, Melbourne City Code, Melbourne Purchasing Policy, and State Statutes. Experienced user of MUNIS financial and purchasing system and SSRS Reports. Advanced knowledge and application of MS Excel, Word, and PowerPoint. Self-driven, detailed, analytical, and clear communicator.

PROFESSIONAL EXPERIENCE

Pietas Classical Christian, Inc. (June 2025 – Present)

Kindergarten Teacher

- Dedicated and creative Kindergarten Teacher, skilled in curriculum development, lesson planning, classroom management, early literacy/numeracy instruction and fostering a positive and inclusive learning environment for young children.

City of Melbourne, FL (1999-2023)

Engineering Administrative Accountant (Engineering)

January 2008 - 2023

Purchasing and Contract Management

- Responsible for the administration of all purchasing functions for the Engineering Department, which at times works independently of the Purchasing Division in accordance with the Purchasing Manual. This includes planning for and procuring standard or specialized items and services for all CIP projects.
- Prepare and issue solicitation documents which involve selecting appropriate clauses, ensuring specifications are clear and complete and that bid packages are accurate, consistent and in compliance with administrative, regulatory, and procedural requirements.
- Handle all phases of the bidding process for Invitations to Bid (ITB), Requests for Proposal (RFP) and Request for Qualifications (RFQ) which includes legal advertisements, posting bid documents on DemandStar, scheduling bid openings, distributing bid documents, responding to inquiries, conducting bid openings, evaluating bids to ensure the bidder is responsive and responsible, tabulating results, handling disputes, and posting final bid results.
- Continuously monitor contract performance for compliance with performance standards, applicable laws, delivery schedules, payment provisions, inspections, and other requirements defined in the contract. If necessary, issue cure notices and contract terminations.
- Execute contract closeout activities, including scheduling final inspections, confirming project acceptance upon completion, and ensuring receipt of all required closeout documentation before issuing the final payment.

Accounting, Budget and Supervisory Responsibilities

- Prepare and monitor departmental operating and CIP budgets for Engineering, Traffic Engineering and Stormwater divisions.
- Create a five-year capital outlay schedule, research future purchases, and update the current schedule.
- Issue purchase requisitions, budget adjustments, check requests, monitor account balances, analyze department needs, prepare requests for quarterly budget reviews, schedule training and process travel paperwork for staff.
- Assign work, provide instruction, and set priorities in work assignments to clerical staff.
- Prepare draw schedules for bond-funded projects and monitor grant-funded projects for

- compliance.
- Introduced numerous departmental program improvements that increased office efficiency including the replacement of an archaic project status tracking system with computerized matrix system and increased the efficiency of paying contractors by enforcing a no-wait policy.
- Successfully coordinated employee relocations to the new city hall.

Sr. Budget Analyst (Budget & Management Services)

April 2006 - January 2008

- Assisted Budget Officer in development of annual budget within City fiscal constraints.
- Performed variance analysis of revenues and expenditures, which are the basis for projections and development of the annual budget.
- I analyzed financial data and developed complex reports for forecasting and results analysis.
- Conducted the TRIM process, including regulatory filings and legal advertisements.
- Compiled quarterly budget reviews.
- Prepared reports, graphs and other documents for City Council agenda packages.
- Assisted in financial studies regarding projected changes in revenues and expenditure.
- Monitored, identified and resolved funding issues with administrative staff.

Accounting Manager/Accounts Payable Supervisor (Finance)

November 2000 - April 2006

- Managed Accounts Payable division to ensure vendors were paid in a timely manner.
- Interviewed, hired, and trained staff. Conducted employee performance evaluations.
- Supervised employees by setting priorities, motivational techniques and identifying personnel issues.
- Served as project manager for Financial Software Steering Committee during conversion of FAMIS to MUNIS. Developed Invitation to Negotiate, conducted site visits with neighboring municipalities, conducted software surveys, and participated in selection of final software.
- Implemented MUNIS Accounts Payable module and ACH payment to vendor program.
- Assisted in implementation of Purchasing Card program.
- Responsible for purging year-end data, closing the month and fiscal year, opening a new fiscal year, and monitoring daily fund balances.
- Reviewed vendor invoice documentation and accounts for accuracy, authorized payment, processed and reviewed vendor checks.

Accountant I – Finance Department

April 1999 - November 2000

- Generated financial statements for Internal Service Funds (Insurance, Fleet, and IT)
- Reviewed workers compensation and liability insurance accounts monthly/annually for sufficient funding.
- Reviewed City travel expenses report for compliance with policies and procedures.
- Conducted annual inventory at off-site locations and reconciled inventory accounts.
- Tracked allowable expenses for hurricanes Floyd and Irene. Captured expenses and revenues to maximize FEMA, State, and other reimbursements.

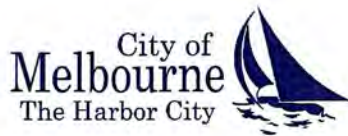
EDUCATION & CREDENTIALS

Masters, Business Administration	2017
Southern New Hampshire University	
Bachelor of Science, Business Administration	1995
University of Central Florida, Orlando, FL	
Associate in Arts	1993
Brevard Community College, Melbourne, FL	
(CPPT) Certified Professional Pension Trustee	2009

Professional Development: Brevard County Executive Leadership Institute (ELI) — Florida Statutes on Procurement for Local Governments — Contract Administration — Developing and Managing RFP's — Legal Aspects of Purchasing - Contracting for Public Sector Services — Red Flags of Collusion — Protests and Disputes — Trustee Responsibilities & Investments — ARRA Reporting Requirement in Finance — Managerial Accounting Analysis — Strategic Marketing Analysis — LAP Certification

Professional Affiliations: General Pension Board Member

OCT - 2 2025



Office of City Clerk
Melbourne, Florida
VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

Applicant Name: Robert C Johnson

Applicant Address: 2606 Manorwood dr
Address
Melbourne FL 32901
City State Zip Code

Telephone Number: 3216157076 E-mail: MisterRcJohnson@gmail.com
(Area Code)

Business Address: _____
Address

City State Zip Code

Telephone Number: _____
(During Business Hours) (Area Code)

A brief resume or summary of background must be attached to this application.

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 310

Verified by City Clerk Staff (Initials): JS

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☒ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

☐	Affordable Housing Advisory Committee* *Check qualifications on Page 2	☒	General Employees' Pension Plan Board of Trustees ²	☐	Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee
☐	Beautification and Energy Efficiency Board	☐	Historic and Architectural Review Board ²	☐	Planning and Zoning Board ²
☐	Citizens' Advisory Board ¹	☐	Melbourne Downtown Community Redevelopment Agency Advisory Committee	☐	Police Officers' Retirement Trust Fund Board of Trustees ²
☐	Code Enforcement Board ²	☐	Melbourne Economic Enhancement District Advisory Committee	☐	Zoning Board of Adjustment ²
☐	Firefighters' Pension Plan Board of Trustees ²	☐	Melbourne Housing Authority	¹ Supplemental application required. ² Members are subject to financial disclosure requirements.	

VOLUNTEER BOARD MEMBER APPLICATION

If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

- ☐ Citizen actively engaged in residential home building industry in connection with affordable housing
- ☐ Citizen actively engaged in banking industry in connection with affordable housing
- ☐ Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
- ☐ Citizen actively engaged as an advocate for low-income persons in connection with affordable housing
- ☐ Citizen actively engaged as a for profit provider of affordable housing
- ☐ Citizen actively engaged as a not-for-profit provider of affordable housing
- ☐ Citizen actively engaged as a real estate professional in connection with affordable housing
- ☐ Current member of the Planning and Zoning Board
- ☐ One resident of Melbourne
- ☐ Citizen who currently represents employers within Melbourne
- ☐ Citizen who currently represents essential services personnel (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)

DUAL OFFICE-HOLDING

Volunteer board members may serve on up to two boards. However, in no instance shall a volunteer board member be permitted to serve in a capacity that would implicate the dual office-holding prohibition of the Florida Constitution.

- Please list any other boards or committees that you serve on in any other capacity (such as another city, county, or non-profit board). Provide the name of the board and a brief description of its duties in the box below.

☒ I do not serve on any other board or committee.

☐ I currently serve on the following boards/committees:

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

CONFLICTING CONTRACTUAL RELATIONSHIPS

Section 112.313(7), Florida Statutes, prohibits a public officer from having or holding any employment or contractual relationship with any business entity which is doing business with the City of Melbourne, unless otherwise addressed by waiver of such a relationship. Section 112.313(12), Florida Statutes, provides exemptions and potential waivers of such conflicts of interest. For advisory boards, the City Council may waive a conflict under this statute upon full disclosure of the transaction or relationship to the City Council, and upon an affirmative 2/3 vote in favor of the waiver.

➤ Please list any business entity that you are employed by or have a contractual relationship with that has or may do business with the City of Melbourne. Provide a brief explanation of that business in the box below.

- ☒ I am not employed by / I do not have a contractual relationship with any business that has or will do business with the City of Melbourne.
- ☐ I am employed by / I do have a contractual relationship with a business that has or will do business with the City of Melbourne.

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

FINANCIAL DISCLOSURE

- Members of the following city boards are subject to financial disclosure (Form 1) requirements:
 - Code Enforcement Board
 - Firefighters' Pension Plan Board of Trustees
 - General Employees' Pension Plan Board of Trustees
 - Historic and Architectural Review Board
 - Planning and Zoning Board
 - Police Officers' Retirement Trust Fund Board of Trustees
 - Zoning Board of Adjustment
- Financial disclosure is a source-only disclosure. Filers are not required to disclose amounts and may choose one of two methods to file: percentage thresholds or dollar-value thresholds. The appropriate financial disclosure form includes detailed instructions on how to properly fill out the form.
- New appointees are required to fill out a financial disclosure form within 30 days of being appointed.
- Individuals who are in a financial disclosure position as of December 31 of each year are required to electronically file an annual financial disclosure form on the Commission on Ethics' Electronic Financial Disclosure Management System by July 1. Individuals who file late are subject to monetary fines or removal from office.
- Upon resigning from the board, individuals subject to financial disclosure must submit a final financial disclosure form within 60 days of leaving their position.

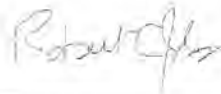
VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

APPOINTMENT PROCESS

- Once an application has been submitted, it will remain on file in the City Clerk's Office for two years from the date of submittal.
- When vacancies occur on the boards that you have indicated interest in, your application will be submitted to the City Council for consideration during a regular meeting. Agendas for upcoming City Council meetings can be found on the city's website at <https://melbournefl.portal.civicclerk.com/>.
- You are not required to attend the City Council meeting when your application is being considered. However, you may attend and sign up to speak to introduce yourself to the City Council and express why you should be appointed to a particular board. Note that board appointments are typically the last items on the agenda.
- If you are appointed to a city board, you will be contacted by the City Clerk's Office to set up orientation (30 to 90 minutes, depending on the board) during regular business hours at City Hall with the City Clerk and the city staff who provide support to the board to which you have been appointed. Orientation will include information on:
 - General policies that apply to all boards.
 - Attendance requirements.
 - Review of the Sunshine Law, Voting Conflicts of Interest, and Robert's Rules of Order.
 - Review of the duties and scope of the board, including current items/projects being considered.
 - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: _____



Date: _____

10-2-25