

REQUEST FOR PROPOSAL

CB25 – 007



RAMP ROAD STORMWATER AND PARKING LOT IMPROVEMENTS

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INTRODUCTION

The City of Cocoa Beach is issuing a Request for Proposal (RFP) for supplying all material, labor, and equipment necessary to construct improvements to Ramp Road Park, located at **401 Ramp Road, Cocoa Beach FL**. These improvements shall be constructed in accordance with the engineered drawings provided by Jacobs Engineering Group Inc. in **EXHIBIT I**. Any reasonable work required, however not included in the scope of work, shall be considered necessary and should be provided to satisfactorily complete the scope of work. Refer to **Exhibit A** (Scope of Services) for full project details.

The City reserves the right to accept or reject any or all proposals, or any part of a proposal, and to waive any informality concerning the proposals when such rejection or waiver is deemed to be in the best interest of the City of Cocoa Beach. The City also reserves the right to engage in value engineering with the lowest responsive Proposer. The requirements contained herein apply to all offers made to the City of Cocoa Beach by all prospective proposers and include, but are not limited to, Request for Quote, Request for Proposal, and Invitation to Bid. As such, the words "bid" and "proposal" are interchangeable in reference to all offers submitted by prospective proposers.

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PROPOSAL INSTRUCTIONS

The Proposer is directed to deliver **sealed** proposals to the City of Cocoa Beach Clerk's office, located inside the City Hall at 2 South Orlando Ave, Cocoa Beach FL 32931, until **Friday, June 20, 2025, at 2:00 pm** local time. All proposals shall be **confidential** pursuant to Florida Statutes Chapter 119, entitled Public Records, Paragraph 119.07. All Proposers and their representatives are invited to attend the bid opening.

The proposal **MUST** show the following on the outside of the bid package:

1. Proposers Name
2. Bid Number
3. Bid Name
4. Time & Date of Bid Opening

Delivery of the sealed proposals to the City Clerk's office on or before the above date is solely and strictly the responsibility of the Proposer. **Late proposals will be returned unopened to the Proposer.** The City Manager or designee will be the official authority for determining late bids. The City reserves the right to waive any irregularity or informality in the bids received, to determine, in its sole discretion, whether the informality is minor, to reject or accept any or all bids, and to select the winner based on criteria which serves the best interests of the City of Cocoa Beach.

- A. It is the Proposers responsibility to read and understand the requirements of this solicitation for proposal. Proposers are required to state exactly what they intend to furnish to The City via this solicitation and **MUST** indicate any variances to the terms, conditions, and specifications of this solicitation, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this solicitation.

The Proposer shall submit **one (1) ORIGINAL and four (4) COPIES** of the proposal, along with a flash drive containing one file in PDF format of the hard copy of the proposal exactly as submitted. The **ORIGINAL** proposal must be manually and duly signed in ink by a Corporate Officer, Principal, or Partner with the authority to bind the bidding company or firm by his/her signature. All quotations **MUST** be typewritten or filled in with pen and ink. The Proposer **MUST make** initial proposals having erasures or corrections in ink.

- B. All prices, terms, and conditions quoted in the submitted bid will be firm for acceptance for ninety (90) days from the date of the bid opening unless otherwise stated by The City.

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

PROPOSAL SUBMISSIONS

The following documents are required to be attached to and made a condition of this bid:

- A. Project Form and Certification
- B. Acknowledgement of Addenda
- C. Schedule of Unit Prices
- D. Listing of Previous Experience
- E. Listing of Subcontractors
- F. Prime/Subcontractor Form
- G. Drug Free/Tie Preference Statement
- H. City of Cocoa Beach Standard Contract Addendum
- I. Certificate as to Corporate Principal
- J. City of Cocoa Beach's Insurance Requirements

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SCHEDULE OF EVENTS

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

- Sunday, May 11, 2025 Advertise Proposal
- Friday, May 23, 2025 Non - Mandatory Pre-Bid Meeting
- Friday, May 30, 2025 Deadline for Written Questions
- Wednesday, June 4, 2025 Addendum Posted
- Friday, June 20, 2025 Deadline for Submission/Public Bid Opening
- Friday, July 17, 2025 Commission Meeting

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NON-MANDATORY PRE-BID MEETING

A non-mandatory pre-bid conference will be held on **Friday, May 23, 2025**, at 10:00 am in the Commission Chambers located at 2 South Orlando Ave, Cocoa Beach, FL 32931. This Pre-Proposal meeting will allow all proposers the opportunity to bring forward any questions concerning this proposal. All interested parties are encouraged to attend.

PUBLIC BID OPENING

All bids will be publicly opened immediately following the deadline for submission of the proposals. The purpose of the public bid opening is for acknowledgement of bids received. No award will be made or implied at this time. Bid documents will not be reviewed or evaluated at the bid opening. No discussion of any nature concerning the bid will be held at this time. A copy of the bid opening form will be posted to The City's website after opening.

A review committee will conduct a review of the proposals and recommend selection of the most qualified proposal. The selected proposals and Proposer(s) will be ranked and may be presented to the City Commission for final selection. The City Commission retains the right to accept or reject the recommendations of the review committee and select a qualified firm which, at the sole discretion of the City Commission, is determined to be the best qualified Proposer(s) to serve the interest of the City.

CONTRACT AGREEMENTS

The City anticipates entering into a contract with the Proposer who submits the proposal judged by The City to be in the best interest of the City. The City anticipates awarding one contract but reserves the right to award more than one if in its best interest. This Request for Proposal does not constitute an offer or a contract with the Proposer.

A contract shall not exist until approved by the appropriate levels of authority in the City and properly executed. The Request for Proposal shall be included in and be made a part of the final award. Enrollment in the e-payables program is **mandatory**.

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CLARIFICATIONS OF THE PROPOSAL

It is the bidder's responsibility to become fully informed as to the nature and extent of the work required before submission of the bids. No plea of ignorance by the Proposer concerning conditions that exist will be accepted as the basis for varying the requirements of the City or the compensation to the Proposer.

CLARIFICATIONS OF THE PROPOSAL

The Proposer shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. **Any inquiries, suggestions, or requests concerning clarification or solicitation for additional information shall be submitted to the City in accordance with paragraph entitled "PROJECT COORDINATOR" below.** Written or oral responses, as deemed appropriate, will be provided by the project coordinator. The City shall not be responsible for interpretations given by any other city employee or representative.

WITHDRAWAL OF PROPOSAL

Any Proposer may withdraw their bid prior to the indicated opening time. The request for withdrawal must be submitted in writing to the Project Coordinator. After the deadline, proposals become a record of the City and will not be returned to the Proposer.

PROPOSAL PREPARATION EXPENSE

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

QUALIFICATIONS OF BIDDERS

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

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PERFORMANCE

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

BID BOND, PERFORMANCE BOND, AND PAYMENT BOND

No Bid Bond is required. Performance bond pursuant to 255.05, FL. Stat. in the amount of the total bid shall be required.

COLLUSION

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

COPYRIGHT OR PATENT RIGHTS

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

DRUG FREE WORKPLACE

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

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PROJECT COORDINATOR

The project coordinator and designated liaison for this RFP is:

Morgan Zuhlke, Stormwater Utility Manager
Email: Morgan.Zuhlke@cityofcocoa.beach.com

The City will **NOT** respond to oral inquiries. Proposers may submit written, (e- mailed or faxed) inquiries regarding this RFP to the project coordinator.

The City will record its responses to inquiries and any supplemental instructions in the form of written addenda. All written addenda will be issued through the City's website at www.cityofcocoa.beach.com. It shall be the responsibility of the Proposer, prior to submitting their proposal, to determine if addenda were issued, acknowledging same, and incorporating them into their proposal.

CONTACT PROHIBITION

All prospective proposers are hereby instructed **NOT** to contact any member of the City of Cocoa Beach Commission, City Manager, City Clerk, City Attorney or other City of Cocoa Beach staff member other than the Project Coordinator identified in this solicitation regarding this solicitation package or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable), at any time prior to the formal award for this project. Any such contact shall be cause for rejection of your submittal.

PUBLIC ENTITY CRIME INFORMATION STATEMENT

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

DISCLOSURE AND OWNERSHIP OF DOCUMENTS **STATEMENT**

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

A. PUBLIC RECORD

The submitted Proposal and any record, document, computerized information and program, audio or video tape, photograph, other writing, or other record of the selected Proposer(s) related, directly or indirectly, to the work identified in the proposal, or any task necessary to complete the final work product shall be deemed to be a public record whether in the possession or control of the City or the selected Proposer(s). Said public record of the Proposer(s) is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City Clerk. Upon request by the City, the selected Proposer(s) shall supply copies of said records to the City.

B. REUSE OF DOCUMENTS

The City for any reason or purpose may reuse all documents or public records prepared by the selected Proposer(s) at any time.

C. OWNERSHIP OF DOCUMENTS

Upon payment of fees due to the selected Proposer(s), as agreed in the final Contract, all drawings, recommendations, documents, writing, schedule, or otherwise, prepared by the selected Proposer(s) in the performance of the scope of work shall be the sole property of the City. The selected Proposer(s) agrees to waive all rights of copyright in said drawings, recommendations, documents, writing, schedule or other instrument produced by the selected Proposer(s) in the performance of the tasks necessary to complete the scope of work.

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AUDIT RIGHTS

The City shall be entitled to audit the books and records of a Contractor or any sub-contractor to the extent that such books and records relate to the performance of such Contract or sub-contract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the prime Contract and by the sub-contractor for a period of five (5) years from the date of final payment under any sub-contract unless a shorter period is otherwise authorized in writing. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5)-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5)-year period, whichever is later.

DISPUTE RESOLUTION

In the event a dispute occurs between a contractor, vendor, or other invoicing party and the City concerning payment of an invoice, the City Department, Office, or Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues.

MINORITY BUSINESS ENTERPRISE (MBE)

M/WBEs are encouraged to participate in the proposal process. All MBEs shall be certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes, or by statewide and interlocal agreement certification, as provided for by Section 287.09431, Florida Statutes. A State of Florida MBE Certificate or interlocal agreement from an agency having an interlocal agreement with the State of Florida may accompany the RFP submission.

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EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

City of Cocoa Beach, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Proposers that it will ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the ground of race, color, sex or national origin in consideration for an award.

INSURANCE REQUIREMENTS

The successful **CONSTRUCTION** firm shall be required to supply, at their cost, the following minimum insurance coverage:

Workers Compensation:

Coverage is to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$3,000,000 for each accident; \$1,000,000 for each employee; and \$1,000,000 policy limit for disease.

Comprehensive Commercial General Liability Insurance:

Occurrence form required. Aggregate must apply separately to this contract/job. Minimum \$3,000,000 each occurrence; \$6,000,000 general aggregate; \$1,000,000 products and completed ops; and \$1,000,000 fire damage.

Automobile Insurance:

To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$3,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this agreement.

Environmental/Pollution Liability:

With City named as an "Additional Insured" Required when dealing with any substance as defined and regulated per Florida Statutes. Pollution Liability is generally excluded from most General Liability policies. A separate Pollution Liability policy is required with minimum limits of \$3,000,000 for each occurrence and \$6,000,000 general aggregate. Occurrence form required.

The City of Cocoa Beach is to be named additional insured on Comprehensive Commercial General Liability Policy, the Business Auto Policy, and the

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Environmental/Pollution Liability Policy. Certification of same shall be required. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this agreement.

Any and all deductibles to the above referenced policies are to be the responsibility of the successful firm.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is given at least ten (10) days' prior written notice of cancellation by the insurance company.

NON-DISCRIMINATION

The City of Cocoa Beach does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

TITLE VI NONDISCRIMINATION POLICY STATEMENT

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1.) Compliance with Regulations:

The Contractor shall comply with the regulations relative to nondiscrimination as utilized by Federally assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") TITLE 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2.) Nondiscrimination:

The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion, or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3.) Solicitations for Subcontractors, including Procurements of Materials and Equipment:

In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements

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of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.) Information and Reports:

The Contractor shall provide all information and reports created for executing the project, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be requested by the City of Cocoa Beach to be pertinent to ascertain compliance with State of Florida Statutes and/or City of Cocoa Beach's ordinances and procedures regulating procedure and performance. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the City of Cocoa Beach as appropriate and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance:

In the event of the Contractor's noncompliance with the nondiscrimination provisions, the City of Cocoa Beach may impose sanctions as it determines to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (6) of this Title VI in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the State of Florida to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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E-VERIFY REQUIREMENTS

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by the Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract
- b) All persons (including subcontractors/vendors) assigned by the Contractor/Proposer/Bidder to perform work pursuant to the Contract.

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

EXHIBIT A - SCOPE OF SERVICES

PROJECT DESCRIPTION

The City of Cocoa Beach is issuing a Request for Proposal (RFP) for supplying all material, labor, and equipment necessary for the construction of the Ramp Road Stormwater and Parking Lot Improvements project. Construction of the improvements will consist of, but are not limited to the following:

- A. Replacing approximately 197 LF of 15" CPE Stormwater pipe, install approximately 228 LF of 15" CPE Stormwater pipe, approximately 73 LF of 18" CPE Stormwater pipe, three (3) 575 SF of floating treatment wetlands, 58 LF of a side bank filter, six (6) type C inlets, one (1) 18" flared end drainage culvert, modify an existing control structure, install dumpster enclosure, 952 LF of chain link fence, parking lot reconstruction and addition, pavement markings, concrete work, as well as relocating palm trees, etc.
- B. The contractor shall furnish all labor, equipment, tools, services and incidentals to complete all work required by these specifications in **EXHIBIT J** and as shown on the drawings in **EXHIBIT I**.
- C. The contractor shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements, and restoration required as a result of damages caused during this construction.
- D. All materials, equipment, skills, tools and labor which is reasonably and properly inferable and necessary for the proper completion of the Work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.
- E. The contractor shall comply with all City, County, State, Federal, and other codes which are applicable to this Project.

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EXHIBIT B - PRICING

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

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LUMP SUM PRICE

\$ _____

DOLLARS

_____ **WORDS**

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

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

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SCHEDULE OF UNIT PRICES

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
A	GENERAL				
1	Mobilization & Demobilization	1	LS		
B	SITWORK				
2	Clear and Grubbing	0.42	AC		
3	Erosion and Sediment Control	1	LS		
4	Pre-Construction & Post Construction Video	1	LS		
5	Demolition	1	LS		
	Field Locate and Expose Existing Utilities	1	LS		
6	Layout / As-Builts	1	LS		
7	Tree Removal and Relocation	32	EA		
8	1 1/2" Asphalt Pavement Reconstruction & Base	2,608	SY		
9	1 1/2" New Asphalt & Base	2,008	SY		
10	Sidewalks	482	SF		
11	Pavement Markings	2,555	LF		
12	Curb & Gutters	275	LF		
13	Fence, 8' Chain Link and Double Swing Gates	1,485	LF		
14	Traffic Signs	6	EA		
15	Wheel Stops	22	EA		
C	YARDBPIPE				
16	Storm Pipe				
	15" CPE Pipe	425	LF		
	18" CPE Pipe	73	LF		
17	Storm Structures				
	Type C Inlet	6	EA		
18	Reset Existing Sanitary Sewer Frame & Cover	1	EA		
D	STRUCTURAL				
19	6" Dumpster Slab	200	SF		
20	Dumpster Enclosure	360	SF		

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E	LANDSCAPING				
21	Side Bank Filter w/ 58 LF of 4" Perforated HDEP	1	LS		
22	Floating Treatment Wetlands	1,725	SF		
	Landscaping	1	LS		
	Tree Protection	7	EA		
Total Base Bid					

PRICE & PAYMENT PROCEDURES

PART 1 - GENERAL

- A. Separate payment will be made only for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

- B. The Contractor's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

- C. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work if not shown as a separate pay item.
 - 1. Clearing and grubbing.
 - 2. Demolition
 - 2. Excavation, including necessary pavement base removal.
 - 3. Shoring and sheeting.
 - 4. Dewatering and disposal of surplus water.
 - 5. Structural fill.
 - 6. Backfill.
 - 7. Grading
 - 8. Replacement of unpaved roadways, grass, and shrubbery plots.
 - 9. Cleanup.
 - 10. Testing and placing system in operation.
 - 11. Any material and equipment required to be installed and utilized for the test.
 - 12. Pipe, structures, pavement replacement and/or appurtenances included within the limits of lump sum work.
 - 13. Maintaining the existing quality of service during construction.
 - 14. Appurtenant work as required for a complete and operable system.
 - 15. Maintaining or detouring or traffic.

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- D. No payment shall be made for work constructed outside the authorized limits of work.

PART 2 – PRODUCTS

2.01 Mobilization & Demobilization

The lump sum to complete this item shall be full compensation for the preparatory work and operations in mobilizing for beginning work on the Project including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of field office, building, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, and state and local laws and regulations; and any other pre-construction expense necessary for Work; the cost of field engineering including disposal of cleared and grubbed material and debris, permits and fees, construction schedules, project signs, shop drawings, temporary facilities, laydown storage area, construction aids, work associated with Contractor support during Owner/Engineer reviews and inspection, re-inspections, and any other re-work resulting from same, cleaning, operation and maintenance data, and for all other work required for demobilization. The Contractor shall submit invoices substantiating the cost of mobilization and demobilization with each pay request. Ten percent (10%) for the cost of mobilization and demobilization will be withheld until acceptance and final payment.

2.02 Clear and Grubbing

Lump sum payment shall be made for the clearing, grubbing, and/or other work to existing facilities as shown on the plans and as required to complete the required work. Contractor is responsible for proper disposal of all removed materials.

2.03 Erosion and Sediment Control

Lump sum payment will be made based on completion of sediment and erosion control measures necessary to prevent transport of material due to construction activity, sequence of construction and environmental conditions. Payment shall be full compensation for materials, labor, equipment, and work necessary to complete the work in accordance with the contract documents and City/County/State/Federal requirements. Agency notification, record keeping, silt fence, floating turbidity barriers, settling ponds,

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vegetation, maintenance, and other Best Management Practices. Twenty five percent (25%) for the cost of erosion and sediment control shall be withheld until acceptance and final payment.

2.04 Pre-Construction and Post Construction Video

Lump sum payment shall be made based on delivery to the Owner of two (2) USB drives with documentation of the video for the project route. The contract lump sum price shall be full compensation for all materials and work necessary to complete the professional videotaping in accordance with the project specifications. Construction work shall not start until USB drives are delivered and approved by the project representative.

2.05 Demolition

Lump sum payment shall be made for the demolition, removal, abandonment, filling, and/or other work to existing facilities as shown on the plans and as required to complete the required work. Restoration, including fill required, shall be included. Demolished facilities shall be shown on the as-builts. Contractor is responsible for proper disposal of all removed materials.

2.06 Field Locate and Expose Existing Utilities

Payment will be made at the contract lump sum price for field locating, exposing, and identifying all utilities in advance of pipe installation. The unit price shall be full compensation for all coordination, equipment, labor, and all other incidental items necessary to identify the location of existing utilities within the affected portion of the right of way and/or proposed route. The lump sum price shall be full compensation for labor materials and equipment necessary to field locate and expose all existing utilities after locates are called in and marked by all utility providers. The number and frequency of field locates shall vary based upon the quantity of utilities marked in the field and the pipe installation methodology/proposed depth of pipe in relation to the marked utilities. Contractor responsible for provision and installation of open cut and piping in order to avoid utility conflicts. Payment shall be based on the percentage of the lump sum price (stated in the Schedule of Unit Prices) equal to the percentage complete of the overall project work.

2.07 Layout / As-builts

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Payment will be made at the contract lump sum price for professional survey layout of the proposed improvements and "as-built" drawings. As-built drawing requirements are set forth in specification Section 01 78 39. Two (2) copies of preliminary as-builts signed & sealed by the Contractor's surveyor shall be submitted with each monthly progress pay request. These preliminary as-built drawings shall be up to date and include all work for which the contractor is asking to be paid for in the respective pay period. Pay requests submitted without updated as-builts shall be a basis for rejection of the pay request until such time as the as-builts are brought up to date. Final as-built requirements and deliverables are outlined in specification Section 01 78 39. No final payment will be made without acceptable completion of final as-built drawings meeting the specifications. Payment shall be based on the percentage of the lump sum price (stated in the Schedule of Unit Prices) equal to the percentage complete of the overall project work.

2.10 Tree Removal and Relocation

Payment shall be made at the contract unit price for each tree removal and relocation in accordance with the contract plans and specifications. Payments will be full compensation for all materials, labor, equipment and work necessary to complete the work in accordance with City/County/State/Federal requirements, and the contract plans and specifications.

2.11 1 1/2" Asphalt Pavement Reconstruction & Base

Payment will be made at the applicable unit price for removal and replacement of existing pervious concrete parking and driveways with 1 1/2" asphalt pavement and base as shown on the plans. Replacement pavement shall be according to FDOT, Brevard County and City of Cocoa Beach, as required. The applicable unit price shall be full compensation for all labor, equipment and materials necessary to saw cut, remove and dispose of existing concrete, install suitable base and subgrade materials, recompact, installation of new asphalt, tack coats, testing, equipment, labor and all other incidental items necessary to complete the work as shown on the plans and specifications.

2.12 1 1/2" New Asphalt & Base

Payment will be made at the applicable unit price for complete installation of 1 1/2" new asphalt and base as shown on the plans. Work shall be according to FDOT, Brevard County and City of Cocoa Beach, as required. The applicable unit price shall be full

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compensation for all labor, equipment, materials, install suitable base and subgrade materials, compact, installation of new asphalt, tack coats, testing, and all other incidental items necessary to complete the work as shown on the plans and specifications.

2.13 Sidewalks

Payment will be made at the applicable unit price for complete installation of the sidewalk as shown on the plans. The sidewalk shall be four inch (4") thick 3,500 psi. The applicable unit price shall be full compensation for all labor, equipment and materials necessary compact and complete new concrete work in accordance with the plans and specification. This item includes the restoration/reconstruction of any disturbed pedestrian ramps. Reconstructed ramps shall include detectable warning surfaces and be constructed to meet current standards. Payment shall be based on the number of square feet of sidewalk constructed and accepted at the unit prices stated in the Schedule of Unit Prices.

2.14 Pavement Markings

Payment shall be made at the contract unit price for lineal feet of striping installed in accordance with the contract plans and specifications. Payments will be full compensation for all materials, labor, equipment and work necessary to complete the work in accordance with FDOT requirements, and the contract plans and specifications. Striping shall be of the thermoplastic type.

2.15 Curb & Gutters

Payment will be made at the unit price per linear foot of concrete curb installed in accordance with plans and specifications. The contract unit price will be full compensation for all material and work necessary to complete the installation in accordance with the drawings and FDOT specifications. This item includes the compacted base under the curb and testing as required. Payment will be made at the unit price per linear foot of concrete curb installed in accordance with plans and specifications. The contract unit price will be full compensation for all material and work necessary to complete the installation in accordance with the drawings and FDOT specifications. This item includes the compacted base under the curb and testing as required.

2.16 Fence, 8' Chain Link and Double Swing Gates

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Payment will be made at the contract unit price per linear foot of 8' chain link fence and double swing gates as measured along the centerline of fence from its origination point to the end of the fence. Payment shall be full compensation for furnishing all labor, materials and equipment and work necessary to complete the work in accordance with City of Cocoa Beach and School Board of Brevard County's interlocal agreement, and the contract plans and specifications.

2.17 Traffic Signs

Payment shall be made at the contract unit price for each sign installed in accordance with the contract plans and specifications. Payments will be full compensation for all materials, labor, equipment and work necessary to complete the work in accordance with FDOT requirements, and the contract plans and specifications.

2.18 Wheel Stops

Payment shall be made at the contract unit price for each wheel stop installed in accordance with the contract plans and specifications. Payments will be full compensation for all materials, labor, equipment and work necessary to complete the work in accordance with City requirements, and the contract plans and specifications.

2.19 Storm Pipe

Payment shall be made at the contract unit price per linear foot of pipe as measured along the centerline of pipe from its origination point to the end of the pipe. Payment shall be full compensation for furnishing all plant, labor, materials and equipment and constructing the storm sewer complete and ready for operation as shown on the project plans and specifications including approved filter fabric wrap at each joint of pipe and every structure per FDOT standards. This item includes the cost of removal of existing storm sewers as necessary, dewatering, import and placement of clean backfill/fill, connection to existing pipes including concrete jacket per FDOT Index 280, compaction and other work required. This item includes the cost of removal of existing storm pipes.

2.20 Storm Structures

Payment shall be made at the contract unit price per storm structure. Payment shall be full compensation for furnishing all plant, labor, materials, and equipment and

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constructing the storm sewer structures complete and ready for operation as shown on the project plans and specifications per FDOT standards. This item includes the cost of removal of existing storm structures or structure tops.

2.21 Reset Existing Sanitary Sewer Frame & Cover

Payment shall be made at the contract unit price for each existing sanitary sewer frame and cover reset in accordance with the contract plans and specifications. Payments will be full compensation for all materials, labor, equipment and work necessary to complete the work in accordance with City requirements, and the contract plans and specifications.

2.22 6" Dumpster Slab

Payment shall be made at the applicable unit price for complete installation of the 6" dumpster slab as shown on the plans. The dumpster slab shall be six inch (6") thick 3,500 psi. The applicable unit price shall be full compensation for all labor, equipment and materials necessary compact and complete new concrete work in accordance with the plans and specification. Payment shall be based on the number of square feet of dumpster pad constructed and accepted at the unit prices stated in the Schedule of Unit Prices.

2.23 Dumpster Enclosure

Payment will be made at the applicable unit price for complete installation of the dumpster enclosure as shown on the plans. The applicable unit price shall be full compensation for all labor, equipment, and materials necessary complete the work in accordance with City requirements, and the contract plans and specifications. Payment shall be based on the number of square feet of dumpster enclosure constructed and accepted at the unit prices stated in the Schedule of Unit Prices.

2.24 Side Bank Filter w/ 58 LF of 4" Perforated HDEP

Payment shall be made at the lump sum price for complete installation of the side bank filter with 58 LF of four inch (4") perforated HDEP as shown on the plans and described in the specifications. Payments will be full compensation for all materials, labor, equipment and work necessary to complete the work in accordance with the contract plans and specifications.

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2.25 Floating Treatment Wetlands

Payment shall be made at the contract unit price for the floating treatment wetlands as shown on the plans and described in the specifications. The unit price shall be full compensation for materials, labor, equipment and work necessary to complete the work as shown on the plans. Payment shall be based on the number of square yards of floating treatment wetlands installed and accepted at the unit price stated in the Schedule of Unit Pricing.

2.26 Landscaping

Payment shall be made at the lump sum price for complete installation of the landscaping. Payment of the applicable lump sum shall be full compensation for furnishing all labor, materials and equipment necessary to furnish and properly install landscaping plant materials, staking, fertilizer, soil amendments, watering, trimming, and maintenance of material per contract requirements and other required work.

2.27 Tree Protection

Payment shall be made at the contract unit price for each tree protection installed in accordance with the contract plans and specifications. Payments will be full compensation for all materials, labor, equipment and work necessary to complete the work in accordance with City/County/State/Federal requirements, and the contract plans and specifications.

SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.01 REQUESTS FOR REVIEW

- A. Requests to review substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute or equivalent item of material or equipment, the Contractor shall make written application to the Engineer for acceptance, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equivalent substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the work will require a change in Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute will be ordered or installed without the Engineer's prior written acceptance. The Owner may require the Contractor to furnish, at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute.

1.02 SUBSTITUTION AFTER EXECUTION OF AGREEMENT

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- A. After execution of the Agreement, substitution of materials or equipment supplied by manufacturers or suppliers other than those listed, will be considered only if it is demonstrated by the Contractor that:
1. The material or equipment proposed for substitution is superior in design, construction and/or efficiency to that of the listed manufacturer or supplier.
 2. The material proposed for substitution is in every way equal to that of the listed supplier, and that availability and/or delivery of listed materials within the time frame scheduled cannot be met; or
 3. The material proposed for substitution is in every way equal to that of the listed supplier and is available at a lower cost. In the event such a substitution is allowed, the Contractor shall accept and execute a Change Order reducing the Contract Price by an amount equal to the cost differential.

1.03 EQUIVALENT MATERIALS AND EQUIPMENT

- A. Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the Engineer. If it is determined that the material or equipment proposed is equivalent to that named.
- B. It is not the intent of the Contract Documents to function as proprietary specifications.
- Where a particular manufacturer's make and model are cited and specifically required for interchangeability of parts and/or match existing equipment, this has been so stated in the Specifications.

PROJECT RECORD DOCUMENTS

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Maintain at the site for Owner one record copy of:
 - 1. Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other modifications of contract
 - 5. Engineer’s field orders or written instructions
 - 6. Approved Shop Drawings
 - 7. Field Test Reports
 - 8. Construction photographs, pre-construction videos, and pipeline videos
 - 9. Preliminary As-Built Drawings

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in Contractors field office apart from documents used for construction.
 - 1. Provide files and racks for storage of documents
 - 2. Provide locked cabinet or secure storage space for storage of samples
- B. File documents and samples in accordance with CSI format with section numbers as provided herein.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes
- D. Make documents and samples available at all times for inspection by the Engineer
- E. As a prerequisite for monthly progress payments, the Contractor shall provide the currently updated “Record Documents” for review by the Engineer and Owner.

1.03 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color code designated by the Engineer.

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1.04 RECORDING

- A. Label each document "PROJECT RECORD" in neat, large, printed letters
- B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly mark to record actual construction:
 - 1. Depths of various elements of foundation in relation to finish first floor datum
 - 2. All underground piping with elevations and dimensions. Change to piping location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe materials, class, etc.
 - 3. Location of internal utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe materials

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**EXHIBIT C
LISTING OF PREVIOUS EXPERIENCE**

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on projects similar in nature and size and completed within the last 3 years. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

NO.	PROJECT	OWNER	DESCRIPTION/ COST	REFERENCE'S EMAIL ADDRESS
1				
2				
3				

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EXHIBIT D
LISTING OF SUB-CONTRACTORS

The sub-contractor list shall be provided by the three (3) lowest bidders within 24 hours of the bid. The sub-contractor list shall include all subs whose contract is valued at \$10,000, or more excluding equipment and material cost. All sub-contractors shall have experience completing the related work and a minimum listing of three (3) similar projects, with references, shall be included for each.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

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**EXHIBIT E
PRIME/SUBCONTRACTOR FORM**

FAILURE TO COMPLETE AND RETURN THIS FORM SHALL RESULT IN A NON-RESPONSIVE BID

Bidders shall list all Subcontractors that he/she proposed to use for this project. The bidder hereby states that he/she proposes, if awarded the contract to hire the following Subcontractor(s) for this project. Prime Contractor is responsible for ensuring that all Subcontractors hold the appropriate license(s). Any change to the Subcontractors during the completion of this project shall receive prior approval from the City Project Manager.

TOTAL BASE BID \$ _____

This number should match the Total Base Bid
 (excluding performance/payment bonds) as listed on
 the Bid Price Sheet.

PRIME CONTRACTOR	Company name and complete address	Dollar Value performed by Prime Contractor	% Work performed by Contractor
		\$	
SUBCONTRACTOR(S) (list each separately)	Company name and complete address	Dollar Value performed by Subcontractor	% Work performed by Subcontractor
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
	Total	\$	

EXHIBIT F
DRUG FREE WORKPLACE

The undersigned CONTRACTOR in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

Name of CONTRACTOR

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services described in the RFP document a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP documents, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

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**EXHIBIT F
DRUG-FREE WORKPLACE
(CONTINUED)**

Signature (Blue ink only)

Print Name

Title

Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

By _____ as

(Name of person acknowledging) *(Title)*

For _____.
(Company name)

Personally known to me _____ or has produced Identification _____, type of identification produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT H
CITY OF COCOA BEACH, FLORIDA STANDARD CONTRACT
ADDENDUM

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

WITNESSETH:

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

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

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

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

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

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.071(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public

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

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

CITY HALL
2 SOUTH ORLANDO AVE.
P.O. BOX 322430
COCOA BEACH, FL 32932-2430.
321-868-3235,
CITYCLERK@CITYOFCOCOABEACH.COM

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

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

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

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

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

Contractor:

Print Name: _____

Title: _____

Company: _____

City of Cocoa Beach

Print Name: _____

EXHIBIT I

*****SEPARATE ATTACHMENT*****

EXHIBIT J

*****SEPARATE ATTACHMENT*****