City of Tarpon Springs, Florida

Board of Commissioners
324 East Pine Street
Tarpon Spring, Florida 34689
(727) 938-3711
http://www.ctsfl.us/agenda.htm

REGULAR SESSION AGENDA
TUESDAY, DECEMBER 17, 2024
6:30 PM - CITY HALL AUDITORIUM

CALL TO ORDER

ROLL CALL

REFLECTION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

CONSENT AGENDA

1. Attorney Fees: **(Charles Rudd City Manager, Andrew Dickman City Attorney)**
   a. Johnson Jackson PLLC Invoice 13936
   b. Unice Salzman Jensen P.A. Invoices 83988, 83989, 83990
   c. Dickman Law Firm Invoices 6569, 6570, 6571, 6572, 6573, 6574, 6575, 6576, 6579, 6581, 6583, 6585, 6589
2. Special Events: **(Tom Funcheon Public Works Director)**
   a. 1st Friday Tarpon Springs
   b. 2nd Saturday Market 2025
3. Satisfaction/Release of Liens **(Irene Jacobs City Clerk)**
4. Approve Election Contract with Pinellas County Supervisor of Elections **(Irene Jacobs City Clerk)**
5. Drug Recognition Expert (DRE) Call-Out Agreement Project Number M5OT-2025-00230, DOT Contract Number G3357 **(Jeff Young Police Chief, P.J. Harbert Grant Project Specialist)**
6. Approve FDOT Subgrant for Highway Traffic Safety Project CPG-2025-City of Ta-00186 **(Jeff Young Police Chief, Frank Ruggiero Assistant Police Chief, P.J. Harbert Grant Project Specialist)** **DEFERRED FROM NOVEMBER 19, 2024 BOC REGULAR SESSION**
7. Award File No. 250067-C-AS, Fire Hydrant and Valve Testing, Maintenance and Services, Utilizing Town of Davie Contract Resolution No. R2023-225, ITB #RS-23-69 **(Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Heather Freundel Water Conveyance Supervisor, Janina Lewis Procurement Director)**
8. Increase File No. 250029-N-JL, Single Source Purchase of Rental of Twenty (20) By-Pass Pumps **(Tom Funcheon Public Works Director, Michael Vecchione Fleet Manager, Janina Lewis Procurement Director)**
9. Renew File No. 220001-Q-JL, Maintenance of Public Restrooms at the Sponge Exchange **(Tom Funcheon Public Works Director, Janina Lewis Procurement Director)**

10. Increase and Extend File No. 190139-C-CM, Utility Call Center Support Services (Utility Billing), Florida Municipal Power Agency RFP No. 2018-214 to ENCO Utility Services **(Ron Harring Finance Director, Janina Lewis Procurement Director)**
11. Increase File No. 250013-N-PH, Geographic Information Systems (GIS) Esri Small Municipal and County Government Enterprise License Agreement (SGEA) **(Suzanne Linton IT Director, Janina Lewis Procurement Director)**
12. Award Renewal of File No. 220131-C-JL, Automotive Parts and Supplies Utilizing Omnia Partners Contract No. R211201 **(Tom Funcheon Public Works Director, Derrick Harris Fleet Operations Coordinator, Janina Lewis Procurement Director)**
13. Award Renewal of File No. 230155-C-PH, HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services, Utilizing National Cooperative Purchasing Alliance (now Omnia Partners) Contract No. 02-123 **(Tom Funcheon Public Works Director, Janina Lewis Procurement Director)**
14. Renew File No. 220023-Q-AM, Mangrove Tree Trimming **(Tom Funcheon Public Works Director, James Burke Parks and Parkways Maintenance Supervisor, Janina Lewis Procurement Director)**

BUSINESS ITEMS

15. Increase File No. 240055-B-AS, Utility Rehabilitation and Construction Services **(Tom Kiger Public Services Director, Janina Lewis Procurement Director)**
16. Award Invitation to Bid (ITB) File No. 250032-B-JL, Tarpon Springs Fire Station No. 70 Construction **(Janina Lewis Procurement Director)**
17. Consideration of 7:30 PM Rule for Public Hearings **(Andrew Dickman City Attorney, Charles Rudd City Manager)**
18. Discussion of Mayor/Commission Salaries **(Mayor Panagiotis Koulias)**
19. Shuttle Service Discussion and Direction **(Charles Rudd City Manager)**
20. Discussion of Budgeted Unfilled Positions **(Vice Mayor John Koulianos)**

ORDINANCES AND RESOLUTIONS (Public Hearings Begin At 7:30 PM)

21. **ORDINANCE 2024-01:** Land Development Code Amendment: Amending Article VII, Heritage Preservation, and, Providing for Creation of Neighborhood Conservation Overlay Districts (Application 22-112) **(Second Reading) (Renea Vincent Planning Director) (Legislative)**. **SECOND READING DEFERRED TO A DATE CERTAIN OF JANUARY 21, 2025**
22. **ORDINANCE 2024-11**: P.J.W. Properties, LLC - Vacation of Easement - 705 E. Live Oak St (Application 24-62) **(2nd Reading) (Renea Vincent Planning Director) (Quasi-Judicial).**
23. **Resolution 2024-55** : Calling for March Election and Ballot Language **(Irene Jacobs City Clerk)**
24. **Resolution 2024-60:** Authorizing the Issuance of a Non-Ad Valorem Revenue Note, Series 2024 in the amount not to exceed $5,300,000 **(Ron Harring Finance Director)** **Updated December 16, 2024**
25. **Resolution 2024-61**: Ratification of Executive Orders 2024-24, and Extending a Declaration of State of Emergency for Tarpon Springs due to Hurricane Helene **(Charles Rudd City Manager)**
26. **Resolution 2024-62**: Ratification of Executive Orders 2024-25, and Extending a Declaration of State of Emergency for Tarpon Springs due to Hurricane Milton **(Charles Rudd City Manager)**

BOARD AND STAFF COMMENTS

ADJOURNMENT

JOHNSON JACKSON PLLC
EMPLOYMENT DEFENSE COUNSEL | TRUSTED ADVICE. STRATEGIC DEFENSE.

INVOICE

Johnson Jackson PLLC
100 N Tampa St, Suite 1800
Tampa, FL 33602

Invoice #: 13936
Date: 12-03-2024
Due On: 12-31-2024

City of Tarpon Springs
324 E Pine Street Tarpon Springs
Tarpon Springs, FL 34689

Matter Number:0010.0001 City of Tarpon Springs/General

Services

Date	TK	Description	Hours	Rate	Total
11-06-24	EGJ	Phone conferences with Jane Kniffen and Andrew Dickman regarding employment matter; analyze statutory language	0.80	225.00	$180.00
11-08-24	MVB	Review and analyze case law regarding whether or not providing public employees "holiday bonus" would violate Fla. Stat. 215.425 and/or whether a municipal employer can provide extra PTO to its employees.	2.20	225.00	$495.00
11-11-24	EGJ	Analyze Florida Statutes and case law regarding labor matter to render opinion to Andrew Dickman and City Manager	0.60	225.00	$135.00
11-13-24	EGJ	Analyze Florida Statutes related to compensation plans; phone conference with City Manager; phone conference with Jane Kniffen	0.90	225.00	$202.50
11-14-24	MVB	Prepare draft opinion letter regarding Holiday Bonus and additional PTO as forms of hurricane relief to employees of Tarpon Springs.	1.60	225.00	$360.00
11-14-24	EGJ	Phone conference with City Manager Rudd	0.20	225.00	$45.00
11-15-24	EGJ	Phone conference with City Manager; prepare Memoranda of Understanding form PBA and IAFF	1.20	225.00	$270.00
11-15-24	EGJ	Phone conference with Andrew Dickman; analyze Florida Statutes and review CBAs and Leave Policies	0.70	225.00	$157.50
11-20-24	EGJ	Phone conference with City Manager; prepare for call with Commissioner Banther; phone conference with Commissioner Banther	0.60	225.00	$135.00
11-21-24	EGJ	Phone conference with Chief Scott Young regarding preparing bonus program	0.30	225.00	$67.50

11-21-24	EGJ	Review Florida Statute regarding extra compensation and bonuses	0.30	225.00	$67.50
11-21-24	EGJ	Review and revise draft Ordinance and Policy for Employee Bonus Program	1.80	225.00	$405.00
11-22-24	MVB	Prepare draft Employee Bonus Policy/sample ordinance.	1.60	225.00	$360.00
11-22-24	MVB	Review and analyze relevant case law and related municipal policies related to Bonus Policy for Municipal Employees.	1.30	225.00	$292.50

Services Subtotal: $3,172.50

Expenses

11-28-24		11/30 - Westlaw Research	1.00	783.71	$783.71

Expenses Subtotal: $783.71

Subtotal:	$3,956.21
Total Invoice Due:	$3,956.21
Payment	$0.00

Please make all amounts payable to: Johnson Jackson PLLC
TAX ID: 82-0921194

UNICE SALZMAN JENSEN, P.A.
ATTORNEYS AT LAW
1815 Little Road, 2nd Floor
Trinity, Florida 34655
727-723-3772
Tax I.D No. 59-3664875

City of Tarpon Springs
324 E. Pine St.
Tarpon Springs FL 34689

December 03, 2024
Account No: 1924-0000M
Invoice No: 83988

City of Tarpon Springs/General

		Description	Hours	
11/05/2024	AJS	Attend meeting with City Manager regarding several issues; Review e-mail from Anela Saday; Review and analysis of Proposed vender changes to contract with Komline Aerator Solutions, LLC; Prepare e-mail to Anela Sudry with comments; Conference with Commissioner Banter; Prepare for and attend meeting with City Manager and Attorney Dickman; Attend meeting with Deputy City Clerk; Review correspondence from and prepare e-mail to Deputy City Clerk regarding Public Records.	3.70	832.50
11/06/2024	AJS	Review correspondence from and prepare e-mail to Anela Saday regarding changes to Bid; Conference with Anela Saday and Rob Marcincuk regarding response to vendor language changes; Conference with Chief Young regarding Code Issue; Review correspondence from Greg Roebuck, Tracey Norris, Patricia McNeese regarding Permit.	0.90	202.50
	AJS	Review correspondence from City Manager; Review correspondence from and prepare e-mail to Ron Harring regarding Purchase Agreement.	0.20	45.00
11/07/2024	AJS	Review Filings regarding Smith-Gillespie; Review correspondence from PJ Harbert; Review and analysis of FDOT Subgrant Agreement; Review correspondence from and conference with Janina Lewis regarding Procurement Issue; Review correspondence from and prepare e-mail to Jay Glover regarding Stamos; Conference with City Clerk.	3.20	720.00
	AJS	Review and analysis of Bank Qualified Bank Term Loan Bid; Prepare e-mail to Patty Hall regarding legal sufficiency; Review correspondence from and conference with Ron Harring.	3.30	742.50
	AJS	Review correspondence from Attorney Haney; Prepare e-mail to City Clerk regarding Dismissal.	0.20	45.00
11/08/2024	AJS	Prepare for and attend Charter Revision Commission; Attend meeting with City Manager regarding Code Enforcement Issues.	4.20	945.00
11/11/2024	AJS	Conference with Attorney Draper regarding funding; Review correspondence from Anela Saday; Review and analysis of first amendment to Consulting Agreement; Prepare e-mail to Anela Saday; Review Note Resolution for Finance of Property Purchase.	2.20	495.00

			Hours	
11/12/2024	AJS	Review Satisfaction of Judgment.	0.10	22.50
	AJS	Review correspondence from Janina Lewis; Review and analysis of changes to Support Service Agreement; Prepare e-mail to Janina Lewis; Review correspondence from and prepare e-mail to Attorney Hillard; Review correspondence from and prepare e-mail to Chief Young regarding Code Enforcement; Review correspondence from and prepare e-mail to Deputy City Clerk.	0.80	180.00
	AJS	Review correspondence from Ron Harris; Review correspondence from Josh Podolsky; Review correspondence from Nicole Chromack regarding Stamos property; Review Filing regarding Valencia.	0.40	90.00
11/13/2024	AJS	Conference with City Clerk and Deputy City Clerk; Prepare Charter Ordinance changes.	1.70	382.50
11/14/2024	AJS	Conference with Commissioner Eisner regarding several issues; Review correspondence from Deputy City Clerk; Review documentation regarding Code Case; Review correspondence from City Clerk; Conference with City Clerk and Deputy City Clerk regarding Charter Ordinance.	1.70	382.50
11/15/2024	AJS	Review and revise Charter Ordinance; Prepare e-mail to City Clerk; Prepare e-mail to Deputy City Clerk regarding Charter language; Conference with City Clerk; Review and revise additional changes to the Charter Ordinance; Review Notice of Sale; Prepare e-mail to Chief Young regarding Rasmussen.	2.40	540.00
11/18/2024	AJS	Conference with City Clerk regarding Charter Ordinance; Review correspondence from and prepare e-mail to City Clerk regarding Charter Meeting; Review correspondence from Chief Young regarding Resident Issue; Prepare e-mail to Chief Young.	1.00	225.00
11/20/2024	AJS	Conference with Commissioner Eisner regarding several issues.	0.50	112.50
11/21/2024	AJS	Conference with City Clerk regarding Charter language; Conference with Chief Young; Review Addendum to Mutual Aid Agreements; Prepare e-mail to Chief Young; Conference with Commissioner DiDonato regarding Charter Issue; Review correspondence from and prepare e-mail to City Clerk regarding Charter Issues.	2.20	495.00
11/22/2024	AJS	Review correspondence from City Clerk; Prepare e-mail to City Clerk regarding Election issue; Review correspondence from City Clerk regarding Charter Referendum; Review correspondence from Jay Glover; Review correspondence from Nick Markis; Prepare e-mail to Nick Markis regarding development.	0.60	135.00
11/25/2024	AJS	Conference with Commissioner Koulianos regarding several issues; Conference with City Clerk; Review Ordinance; Prepare e-mail to City Clerk for Charter Ordinance; Review and analysis of Election Issue; Prepare Charter Referendum question.	3.60	810.00
11/26/2024	AJS	Prepare Charter Referendum questions; Conference with Mayor Koulias		

			Hours	
		regarding several issues; Prepare e-mail to City Clerk regarding Referendum Resolution; Review correspondence regarding Rafaela Mendoza and Matthew Williamson.	4.20	945.00
	AJS	Review correspondence from Judge Carassas' office; Prepare Notice of Hearing.	0.40	90.00
11/27/2024	AJS	Review correspondence from Janina Lewis; Review and analysis of of Road Work bid for legal sufficiency; Prepare e-mail to Janina Lewis; conference with City Clerk regarding charter resolution; Review Non-Ad Valorem memorandum from PFM; Review correspondence fro Ron Harring regarding the same; Review correspondence from Jay Glover and Duane Glover regarding reverse note; Review draft note resolution.	4.70	1,057.50
		For Current Services Rendered	42.20	9,495.00

Expenses

11/05/2024	K-One Investigations, Inc. invoice 202410041. City of Tarpon Springs v Patrick James Nissley. Service and filing of summons for Patrick James Nissley, Clearwater, FL.	103.00
		103.00
	Total Expenses Thru 11/30/2024	103.00
	Total Current Work	9,598.00
	Balance Due	$9,598.00

Received
DEC 06 2024
City Manager
Tarpon Springs

UNICE SALZMAN JENSEN, P.A.
ATTORNEYS AT LAW
1815 Little Road, 2nd Floor
Trinity, Florida 34655
727-723-3772
Tax I.D No. 59-3664875

City of Tarpon Springs
324 E. Pine St.
Tarpon Springs FL 34689

December 03, 2024
Account No: 1924-0008M
Invoice No: 83989

Attn: Charles Rudd

City of Tarpon Springs/Trask Daigneault

		Description	Hours	
11/06/2024	AJS	Review correspondence from Attorney Daigneault; Prepare e-mail to Attorney Haney regarding case dismissal.	0.20	35.00
		For Current Services Rendered	0.20	35.00
		Total Current Work		35.00
		Balance Due		$35.00

Received
DEC 06 2024
City Manager
Tarpon Springs

UNICE SALZMAN JENSEN, P.A.
ATTORNEYS AT LAW
1815 Little Road, 2nd Floor
Trinity, Florida 34655
727-723-3772
Tax I.D No. 59-3664875

City of Tarpon Springs
324 E. Pine St.
Tarpon Springs FL 34689

December 03, 2024
Account No: 1924-0009M
Invoice No: 83990

Attn: Charles Rudd

City of Tarpon Springs/Johnson

		Description	Hours	
11/25/2024	AJS	Review Court Order; Prepare e-mail to Mayor Koulias, Commissioner Koulianos, Commissioner Eisner, Commissioner DiDonato, Commissioner Banther, City Manager Rudd and Chief Young.	0.50	87.50
		For Current Services Rendered	0.50	87.50
		Total Current Work		87.50
		Balance Due		$87.50

Received
DEC 06 2024
City Manager
Tarpon Springs

DICKMAN LAW FIRM
809 Walkerbilt Road
Suite 6
Naples, Florida 34110

City of Tarpon Springs

December 7, 2024

Dear City of Tarpon Springs,

Enclosed are all the new invoices for all matters in progress. The total amount due is $15,471.34, including any interest charges.

Total Fees for professional services rendered	$15,067.50
Total Expenses	$403.84
Total Interest	$0.00
Total Paid	-$0.00
Total Balance Due	**$15,471.34**

If you have any questions, please contact our office.

Sincerely,
Andrew Dickman

DICKMAN LAW FIRM
809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number	6569
Invoice Date	12/07/2024
Payment Due On	12/14/2024
Amount Due	**$4,101.70**

2024-001 - City of Tarpon Springs - Municipality

Public Meetings and Officials City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
11/01/2024	Receive and review agenda regarding 11/4 heritage preservation board meeting.	AD	$225.00	0.30	$67.50
11/01/2024	Review correspondence from P.Mrozinski regarding 11/4 heritage preservation board.	AD	$225.00	0.10	$22.50
11/01/2024	Review correspondence from K.Hallett regarding 11/4 heritage preservation board.	AD	$225.00	0.10	$22.50
11/01/2024	Communication with Commissioner Eisner.	AD	$225.00	0.30	$67.50
11/04/2024	Review of agenda regarding 11/4 heritage preservation board.	KL	$75.00	0.20	$15.00
11/04/2024	Receive and review agenda regarding 11/5 board of commissioners.	KL	$75.00	0.40	$30.00
11/04/2024	Prepare for 11/4/24 HPB meeting.	AD	$225.00	1.80	$405.00
11/04/2024	Attendance at 11/4 HPB meeting.	AD	$225.00	1.00	$225.00
11/04/2024	1 email sent/reviewed regarding BOC Regular Session November 5, 2024	AD	$225.00	0.10	$22.50
11/05/2024	Receive and review updated agenda regarding 11/5 board of commissioners.	KL	$75.00	0.20	$15.00

11/05/2024	Review of city public meetings calendar 11/2024 through 12/2024.	KL	$75.00	0.20	$15.00
11/05/2024	Communication with Mayor Koulias.	AD	$225.00	0.30	$67.50
11/05/2024	Communication with Commissioner Banther.	AD	$225.00	0.30	$67.50
11/05/2024	Communication with Commissioner DiDonato.	AD	$225.00	0.20	$45.00
11/05/2024	Communication with Commissioner Eisner.	AD	$225.00	0.30	$67.50
11/05/2024	Communication with Vice Mayor Koulianos.	AD	$225.00	0.30	$67.50
11/05/2024	Prepare for 11/5 BOC meeting.	AD	$225.00	1.70	$382.50
11/05/2024	Attendance at at 11/5 BOC meeting.	AD	$225.00	1.80	$405.00
11/05/2024	2 emails sent/reviewed regarding Tonight's BOC	AD	$225.00	0.10	$22.50
11/05/2024	11.5.2024 Board of Commissioners Agenda - DLF Notes reviewed	AD	$225.00	0.10	$22.50
11/15/2024	Receive and review agenda regarding 11/18 planning and zoning board.	KL	$75.00	0.30	$22.50
11/15/2024	Receive and review agenda regarding 11/20 board of adjustment.	KL	$75.00	0.30	$22.50
11/18/2024	Receive and review agenda packet regarding 11/18 planning and zoning board.	KL	$75.00	0.10	$7.50
11/18/2024	Receive and review agenda packet regarding 11/19 community redevelopment agency.	KL	$75.00	0.20	$15.00
11/18/2024	Receive and review agenda packet regarding 11/20 board of adjustment.	KL	$75.00	0.20	$15.00
11/18/2024	Prepare for 11/18 Planning and Zoning Board meeting.	AD	$225.00	1.00	$225.00
11/18/2024	Receive and review revised agenda regarding 11/19 board of commissioners.	KL	$75.00	0.50	$37.50
11/18/2024	Attendance at 11/18 PZ Board meeting.	AD	$225.00	0.50	$112.50
11/19/2024	Receive and review agenda packet regarding 11/19 board of commissioners.	KL	$75.00	0.20	$15.00
11/19/2024	Prepare for 11/19 BOC and CRA meeting.	AD	$225.00	1.00	$225.00
11/19/2024	Attendance at 11/19 BOC and CRA meeting.	AD	$225.00	3.10	$697.50
11/19/2024	11-19-24 CRA Meeting Agenda Packet reviewed	AD	$225.00	0.10	$22.50
11/20/2024	Update city meeting calendar regarding 12/3 community redevelopment agency.	KL	$75.00	0.10	$7.50
11/20/2024	Review of agenda packet regarding 11/20 board of adjustment.	KL	$75.00	0.10	$7.50
11/20/2024	Review correspondence from Commissioner Banther.	KL	$75.00	0.10	$7.50
11/20/2024	Prepare for 11/20 BOA meeting.	AD	$225.00	0.70	$157.50
11/20/2024	Attendance at 11/20 BOA meeting.	AD	$225.00	0.50	$112.50

11/20/2024	11-20-24 Board of Adjustment Agenda reviewed	AD	$225.00	0.10	$22.50
11/21/2024	Receive and review draft agenda regarding 12/3 board of commissioners.	KL	$75.00	0.20	$15.00
11/25/2024	Receive and review agenda regarding 12/10 board of commissioners.	KL	$75.00	0.20	$15.00
11/26/2024	Review city calendar regarding public meetings 2025.	KL	$75.00	1.20	$90.00
11/27/2024	Receive and review agenda regarding 12/2 heritage preservation board.	KL	$75.00	0.30	$22.50
11/27/2024	Receive and review agenda regarding 12/3 community redevelopment agency.	KL	$75.00	0.30	$22.50
11/27/2024	Review of agenda regarding 12/10 board of commissioners special session.	KL	$75.00	0.20	$15.00
11/27/2024	Receive and review agenda regarding 12/3 board of commissioners.	KL	$75.00	0.30	$22.50
11/27/2024	Receive and review agenda packet regarding 12/3 board of commissioners.	KL	$75.00	1.00	$75.00
				22.60	**$4,065.00**

Expenses

Date	Subject	Cost	Qty	Total
11/29/2024	B & W Copy/Printing	$0.25	38.00	$9.50
11/29/2024	Color Copy/Printing	$0.40	68.00	$27.20
				$36.70

Subtotal	**$4,101.70**
Total	**$4,101.70**
Prior Balances	**$4,009.40**
Payments Since Last Invoice	**-$4,009.40**
Total Balance Due	**$4,101.70**

Prior Balances

Date	Invoice Number	Due Date	Amount	Payments/Credits	Due
11/01/2024	5912	11/15/2024	$4,009.40	$4,009.40	$0.00
Total			**$4,009.40**	**$4,009.40**	**$0.00**

Payment Summary

Date	Note	Paid By	Source	Amount
11/21/2024	$22.50 to be a write off.	City of Tarpon Springs	Bank Transfer	$4,009.40

Dickman Law Firm

Account Summary

Account Name	Balance
Operating Retainer	$0.00

DICKMAN LAW FIRM
809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number	6570
Invoice Date	12/07/2024
Payment Due On	12/14/2024
Amount Due	**$45.00**

2024-018 - City of Tarpon Springs - Municipality

Admin- Risk Management City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
11/14/2024	Communication with E.Jackson, Esq.	MM	$225.00	0.20	$45.00
				0.20	**$45.00**

Subtotal	**$45.00**
Total	**$45.00**
Prior Balances	**$225.00**
Payments Since Last Invoice	**-$225.00**
Total Balance Due	**$45.00**

Prior Balances

Date	Invoice Number	Due Date	Amount	Payments/Credits	Due
08/01/2024	3821	08/08/2024	$225.00	$225.00	$0.00
Total			**$225.00**	**$225.00**	**$0.00**

Payment Summary

Date	Note	Paid By	Source	Amount
08/08/2024		City of Tarpon Springs	Check	$225.00

Dickman Law Firm

Account Summary

Account Name	Balance
Operating Retainer	$0.00

DICKMAN LAW FIRM

809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number	6571
Invoice Date	12/07/2024
Payment Due On	12/14/2024
Amount Due	**$1,161.05**

City of Tarpon Springs vs. Tina Hinton

Fees

Date	Subject	Staff	Rate	Hours	Total
11/05/2024	Receive and review court filed affidavit of process server.	AD	$225.00	0.20	$45.00
11/06/2024	Prepare Stipulation for Stay of Proceedings.	RG	$75.00	0.50	$37.50
11/06/2024	Review correspondence from T.Hinton.	KL	$75.00	0.10	$7.50
11/06/2024	Communication with Defendant regarding Stipulation for Stay of Proceedings.	RG	$75.00	0.20	$15.00
11/06/2024	Prepare Proposed Order Granting Stipulation for Stay of Proceedings.	RG	$75.00	0.20	$15.00
11/06/2024	Email attachment reviewed - Motion to Stay Proceedings	AD	$225.00	0.10	$22.50
11/06/2024	3 emails sent/reviewed regarding Tina Hinton	AD	$225.00	0.10	$22.50
11/06/2024	1 email sent/reviewed regarding Update: 707 Chesapeake Dr (Tarpon Springs)	AD	$225.00	0.10	$22.50
11/06/2024	Review case file and initial pleadings in preparation for motion to stay proceedings.	RG	$75.00	0.50	$37.50
11/07/2024	Multiple communications with T.Hinton.	KL	$75.00	0.20	$15.00
11/07/2024	Receive and review demolition job invoice 8915 11/20/2023.	KL	$75.00	0.20	$15.00
11/07/2024	Telephone conference with Defendant regarding status of permits and stipulation for continuance.	RG	$75.00	0.20	$15.00

11/12/2024	Receive and review contractor invoice no. 8915-2023 11/12/2024.	KL	$75.00	0.20	$15.00
11/12/2024	Communication with T.Hinton.	KL	$75.00	0.10	$7.50
11/12/2024	Hinton's Invoices reviewed.	AD	$225.00	0.10	$22.50
11/12/2024	Review document - Client Statement - Dickman Law Firm 20241111	AD	$225.00	0.10	$22.50
11/12/2024	1 email sent/reviewed regarding Client Statement	AD	$225.00	0.10	$22.50
11/13/2024	Communication with Code Enforcement Clerk H.Lee.	KL	$75.00	0.10	$7.50
11/13/2024	Communication with Officer M.Rolleston.	KL	$75.00	0.10	$7.50
11/13/2024	Communication with City permit specialist regarding demolition permit status.	KL	$75.00	0.10	$7.50
11/13/2024	Communication with T.Hinton.	KL	$75.00	0.10	$7.50
11/13/2024	Communication with Clerk of Court regarding Stipulation for Stay of Proceedings.	RG	$75.00	0.10	$7.50
11/13/2024	Communication with T.Hinton.	KL	$75.00	0.10	$7.50
11/13/2024	Prepare correspondence to presiding judge regarding proposed order granting stipulation.	RG	$75.00	0.10	$7.50
11/13/2024	Review presiding judge's policies and procedures in preparation for submission of proposed order.	RG	$75.00	0.30	$22.50
11/13/2024	Review and save Hinton's Invoices	AD	$225.00	0.10	$22.50
11/13/2024	2 emails sent/reviewed regarding Update: 707 Chesapeake Dr	AD	$225.00	0.10	$22.50
11/13/2024	1 email sent/reviewed regarding Client Statement	AD	$225.00	0.10	$22.50
11/14/2024	Communication with T.Hinton.	KL	$75.00	0.10	$7.50
11/14/2024	Communication with Judge Thomas Ramsberger regarding proposed Order Granting Stipulation for Stay of Proceedings.	AL	$75.00	0.20	$15.00
11/14/2024	Communication with T.Hinton.	KL	$75.00	0.10	$7.50
11/14/2024	Research Pinellas County property appraiser 707 Chesapeake Dr Tarpon Springs 34689.	KL	$75.00	0.20	$15.00
11/14/2024	Review of complaint regarding City of Tarpon Springs v. Tina Hinton.	KL	$75.00	0.10	$7.50
11/14/2024	3 emails sent/reviewed regarding Update: 707 Chesapeake Dr	AD	$225.00	0.10	$22.50
11/14/2024	1 email sent/reviewed regarding City of Tarpon Springs vs. Tina Hinton (707 CHESAPEAKE DR TARPON SPRINGS, FL 34689)	AD	$225.00	0.10	$22.50
11/15/2024	Communication with T.Hinton.	KL	$75.00	0.10	$7.50
11/18/2024	Multiple communications with D.Gilson.	KL	$75.00	0.30	$22.50
11/18/2024	Research Pinellas County Property Appraiser regarding 707 Chesapeake Dr.	KL	$75.00	0.20	$15.00

11/18/2024	2 emails sent/reviewed regarding City of Tarpon Springs vs. Tina Hinton (707 CHESAPEAKE DR TARPON SPRINGS, FL 34689)	AD	$225.00	0.10	$22.50
11/18/2024	Site visit at 707 Chesapeake.	AD	$225.00	0.50	$112.50
11/20/2024	Multiple communications with T.Hinton.	KL	$75.00	0.20	$15.00
11/20/2024	1 email sent/reviewed regarding City of Tarpon Springs vs. Tina Hinton (707 CHESAPEAKE DR TARPON SPRINGS, FL 34689)	AD	$225.00	0.10	$22.50
11/21/2024	Multiple communications with T.Hinton.	KL	$75.00	0.20	$15.00
11/22/2024	Receive and review Order Granting Stay of Proceedings.	RG	$75.00	0.10	$7.50
11/26/2024	Multiple communications with T.Hinton.	KL	$75.00	0.20	$15.00
				7.40	**$855.00**

Expenses

Date	Subject	Cost	Qty	Total
11/02/2024	Process Server	$303.00	1.00	$303.00
11/29/2024	B & W Copy/Printing	$0.25	1.00	$0.25
11/29/2024	Color Copy/Printing	$0.40	7.00	$2.80
				$306.05

Subtotal	**$1,161.05**
Total	**$1,161.05**
Total Balance Due	**$1,161.05**

Thank you, Dickman Law Firm

DICKMAN LAW FIRM

809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number	6572
Invoice Date	12/07/2024
Payment Due On	12/14/2024
Amount Due	**$2,673.80**

Admin- Planning & Zoning City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
11/01/2024	Review correspondence from R.Vincent.	KL	$75.00	0.10	$7.50
11/01/2024	Communication with P.McNeese.	AD	$225.00	0.10	$22.50
11/04/2024	Communication with R.Vincent.	KL	$75.00	0.10	$7.50
11/04/2024	Communication with R. Vincent.	SL	$225.00	0.40	$90.00
11/04/2024	Finalize Moses Tucker Development Agreement.	SL	$225.00	0.30	$67.50
11/04/2024	Prepare for telephone conference regarding Moses Tucker property.	SL	$225.00	0.30	$67.50
11/04/2024	Finalize Moses Tucker Restrictive Covenant.	SL	$225.00	0.20	$45.00
11/04/2024	Multiple communications with A. McPherson, Esq.	SL	$225.00	0.20	$45.00
11/04/2024	Telephone conference with A. McPherson, Esq. and R. Vincent.	SL	$225.00	0.50	$112.50
11/04/2024	Communication with P. McNeese.	SL	$225.00	0.20	$45.00
11/04/2024	Multiple communications with A. McPherson, Esq.	SL	$225.00	0.30	$67.50
11/05/2024	Review correspondence from P.McNeese.	KL	$75.00	0.10	$7.50
11/05/2024	Research regarding opinion of title.	SL	$225.00	0.70	$157.50
11/05/2024	2 emails sent/reviewed regarding TS - Moses Tucker	AD	$225.00	0.10	$22.50
11/06/2024	Communication with R. Vincent.	SL	$225.00	0.20	$45.00

11/06/2024	Review correspondence from A.McPherson, Esq.	KL	$75.00	0.10	$7.50
11/06/2024	Communication with A. McPherson, Esq.	SL	$225.00	0.20	$45.00
11/07/2024	Multiple communications with R.Vincent.	KL	$75.00	0.30	$22.50
11/07/2024	Receive and process request for legal services regarding state law regarding local regulations for short term rentals.	KL	$75.00	0.30	$22.50
11/07/2024	Review of exhibits list regarding Development Agreement Moses Tucker.	KL	$75.00	0.20	$15.00
11/07/2024	2 emails sent/reviewed regarding Telephone Conference with City of Tarpon Springs regarding Moses Tucker Draft Development Agreement.	AD	$225.00	0.20	$45.00
11/07/2024	6 emails sent/reviewed regarding City of Tarpon Springs - Moses Tucker Draft Development Agreement	AD	$225.00	0.40	$90.00
11/07/2024	Moses Tucker Development Agreement - FINAL 11.4.24 - Clean Copy reviewed	AD	$225.00	0.30	$67.50
11/07/2024	McClimans-Moses Tucker Restrictive Covenant - FINAL 11.4.24 - Clean Copy reviewed	AD	$225.00	0.10	$22.50
11/11/2024	2 emails sent/reviewed regarding Telephone Conference with City of Tarpon Springs regarding Moses Tucker Draft Development Agreement.	AD	$225.00	0.50	$112.50
11/12/2024	Revise Development Agreement regarding exhibits.	SL	$225.00	0.30	$67.50
11/12/2024	Review of final draft development agreement Moses Tucker.	KL	$75.00	0.20	$15.00
11/12/2024	Communication with A. McPherson, Esq.	SL	$225.00	0.20	$45.00
11/12/2024	Communication with R. Vincent.	SL	$225.00	0.10	$22.50
11/13/2024	Communication with R. Vincent.	SL	$225.00	0.20	$45.00
11/13/2024	Communication with A. Keen.	SL	$225.00	0.20	$45.00
11/13/2024	Communication with A. McPherson, Esq.	SL	$225.00	0.20	$45.00
11/13/2024	2 emails sent/reviewed regarding Telephone Conference with City of Tarpon Springs regarding Moses Tucker Draft Development Agreement.	AD	$225.00	0.10	$22.50
11/14/2024	Communication with R. Vincent.	SL	$225.00	0.20	$45.00
11/14/2024	Multiple communications with R.Vincent.	KL	$75.00	0.20	$15.00
11/14/2024	Communication with A. McPherson.	SL	$225.00	0.20	$45.00
11/17/2024	1 email sent/reviewed regarding wetlands	AD	$225.00	0.20	$45.00
11/18/2024	Communication with A. McPherson, Esq.	SL	$225.00	0.20	$45.00
11/18/2024	7 emails sent/reviewed regarding Dev. Agreement	AD	$225.00	0.20	$45.00
11/18/2024	Site visit at Moses Tucker DA property.	AD	$225.00	0.50	$112.50
11/20/2024	Receive and review request for legal services regarding application Parcel #01-27-15-29055-000-1080.	KL	$75.00	0.30	$22.50

11/20/2024	Communication with P.McNeese.	KL	$75.00	0.10	$7.50
11/21/2024	Review correspondence from P.McNeese.	KL	$75.00	0.10	$7.50
11/21/2024	Receive and review request for legal services Bayshore Heights Partial Replat: Release of Subdivision Performance Bonds.	KL	$75.00	0.30	$22.50
11/21/2024	Receive and review request for legal services regarding Ordinance 2024-11 P.J.W. Properties, LLC Vacation of Easement 705 E. Live Oak St (Application 24-62) (First Reading).	KL	$75.00	0.30	$22.50
11/21/2024	Receive and review draft letter 16-32 Bayshore Heights Replat Bond Release Letter.	KL	$75.00	0.10	$7.50
11/21/2024	Research regarding transient rentals.	SL	$225.00	0.30	$67.50
11/21/2024	Document - (2) Lot Corners Performance Bond #6 created	AD	$225.00	0.10	$22.50
11/21/2024	Document - Application 24-62 Staff Report created	AD	$225.00	0.10	$22.50
11/21/2024	Document - Forest Ridge Phase One created	AD	$225.00	0.10	$22.50
11/21/2024	5 emails sent/reviewed regarding (Tarpon Springs) Request for Legal Services - Annexation: Parcel #01-27-15-29055-000-1080	AD	$225.00	0.20	$45.00
11/21/2024	2 emails sent/reviewed regarding TS - BOC #6	AD	$225.00	0.10	$22.50
11/21/2024	1 email sent/reviewed regarding TS - BOC #17	AD	$225.00	0.10	$22.50
11/21/2024	Document - (2) Draft Ordinance 2024-11 created	AD	$225.00	0.10	$22.50
11/21/2024	Draft BOC Agenda for December 3rd created	AD	$225.00	0.10	$22.50
11/21/2024	Document - (1) Infrastructure Performance Bond #6 created	AD	$225.00	0.10	$22.50
11/21/2024	Document - (3) As-Built Plans #6 created	AD	$225.00	0.10	$22.50
11/21/2024	Document - (3) Survey and Legal Description created	AD	$225.00	0.10	$22.50
11/21/2024	Document - Department Memo created	AD	$225.00	0.10	$22.50
11/21/2024	Email attachment reviewed - Legal Services Request - Tarpon Springs Planning and Zoning 11-19-2024	AD	$225.00	0.10	$22.50
11/25/2024	Review Opinion of Title for Moses Tucker Development Agreement.	SL	$225.00	0.20	$45.00
11/25/2024	Communication with R. Vincent.	SL	$225.00	0.20	$45.00
11/25/2024	Review correspondence from P.McNeese.	KL	$75.00	0.10	$7.50
11/26/2024	Multiple communications with P.McNeese.	KL	$75.00	0.20	$15.00
11/26/2024	Communication with R. Vincent.	SL	$225.00	0.10	$22.50
11/26/2024	Research city code sec 111.00 regarding appeals.	KL	$75.00	0.20	$15.00
11/27/2024	Receive and review letter regarding annexation of parcel adjacent to Wood Dove Ave.	KL	$75.00	0.20	$15.00

11/27/2024	Receive and review request for legal services regarding irrevocable letter of credit.	KL	$75.00	0.30	$22.50
11/27/2024	Communication with P.McNeese.	KL	$75.00	0.10	$7.50
11/27/2024	Research city code article VII regarding heritage preservation board.	KL	$75.00	0.20	$15.00
11/27/2024	Research city code article XIII sec 227.00 regarding planning and zoning board.	KL	$75.00	0.20	$15.00
11/27/2024	Research Florida Statutes 163.3177 regarding comprehensive plan.	KL	$75.00	0.20	$15.00
11/27/2024	1 email sent/reviewed regarding Tarpon/DA	AD	$225.00	0.10	$22.50
				14.80	**$2,655.00**

Expenses

Date	Subject	Cost	Qty	Total
11/29/2024	B & W Copy/Printing	$0.25	64.00	$16.00
11/29/2024	Color Copy/Printing	$0.40	7.00	$2.80
				$18.80

Subtotal	**$2,673.80**
Total	**$2,673.80**
Total Balance Due	**$2,673.80**

Thank you, Dickman Law Firm

DICKMAN LAW FIRM

809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number	6573
Invoice Date	12/07/2024
Payment Due On	12/14/2024
Amount Due	**$510.00**

Admin- Police Department - City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
11/20/2024	Review correspondence from J.Young.	KL	$75.00	0.20	$15.00
11/20/2024	Review Pinellas County Combined Mutual Aid Agreement.	SL	$225.00	0.80	$180.00
11/20/2024	Review and revise Mutual Aid Agreement with New Port Richey.	SL	$225.00	1.20	$270.00
11/20/2024	Communication with J. Young.	SL	$225.00	0.20	$45.00
				2.40	**$510.00**

Subtotal	**$510.00**
Total	**$510.00**
Total Balance Due	**$510.00**

Thank you, Dickman Law Firm

DICKMAN LAW FIRM
809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number	6574
Invoice Date	12/07/2024
Payment Due On	12/14/2024
Amount Due	**$30.00**

Admin- Procurement Services City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
11/07/2024	Communication with J.Lewis.	KL	$75.00	0.10	$7.50
11/07/2024	Receive and review final executed interlocal agreement disaster debris removal and collection services.	KL	$75.00	0.20	$15.00
11/12/2024	Communication with J.Lewis.	KL	$75.00	0.10	$7.50
				0.40	**$30.00**

Subtotal	**$30.00**
Total	**$30.00**
Total Balance Due	**$30.00**

Thank you, Dickman Law Firm

DICKMAN LAW FIRM

809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number	6575
Invoice Date	12/07/2024
Payment Due On	12/14/2024
Amount Due	**$240.25**

Admin- Project Administration - City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
11/01/2024	Communication with B.Robertson.	KL	$75.00	0.10	$7.50
11/01/2024	Communication with N.Makris.	KL	$75.00	0.10	$7.50
11/01/2024	Finalize Temporary Construction Right of Entry Agreement.	SL	$225.00	0.20	$45.00
11/01/2024	Communication with B. Robertson.	SL	$225.00	0.20	$45.00
11/06/2024	Receive and process request for legal services regarding Right of Entry agreement 1631 Seabreeze Dr.	KL	$75.00	0.30	$22.50
11/06/2024	Communication with B.Robertson.	KL	$75.00	0.10	$7.50
11/13/2024	Communication with B.Robertson.	KL	$75.00	0.10	$7.50
11/15/2024	Communication with B.Robertson.	KL	$75.00	0.10	$7.50
11/15/2024	Review and revise Right of Entry Agreement for 1631 Seabreeze Dr.	SL	$225.00	0.30	$67.50
11/15/2024	Research Pinellas County Property Appraiser regarding 1631 Seabreeze Dr.	SL	$225.00	0.10	$22.50
				1.60	**$240.00**

Expenses

Date	Subject	Cost	Qty	Total
11/29/2024	B & W Copy/Printing	$0.25	1.00	$0.25
				$0.25

Subtotal	**$240.25**
Total	**$240.25**
Total Balance Due	**$240.25**

Thank you, Dickman Law Firm

DICKMAN LAW FIRM

809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number	6576
Invoice Date	12/07/2024
Payment Due On	12/14/2024
Amount Due	**$3,672.15**

Admin- City Attorney City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
11/01/2024	Revise case management tracking report regarding request for legal services.	KL	$75.00	0.40	$30.00
11/01/2024	MEMO - Elected Officials Social Media / Phones reviewed	AD	$225.00	0.10	$22.50
11/01/2024	4 emails sent/reviewed regarding Social Media / Mobile Phones	AD	$225.00	0.10	$22.50
11/04/2024	Quasi-Judicial Script - Tarpon Springs; DLF Edits reviewed	AD	$225.00	0.10	$22.50
11/05/2024	Prepare for meeting with Atty Salsman and CM.	AD	$225.00	1.30	$292.50
11/05/2024	Attendance at meeting with attorney Salzman and CM.	AD	$225.00	0.60	$135.00
11/05/2024	Research FS regarding state of emergency and antinepotism law.	MM	$225.00	0.60	$135.00
11/05/2024	City of Tarpon Springs Attorney FY Billing Data edited and reviewed	AD	$225.00	0.10	$22.50
11/05/2024	1 email sent/reviewed regarding 215.425Extra compensation claims prohibited; bonuses; severance pay.	AD	$225.00	0.10	$22.50
11/05/2024	1 email sent/reviewed regarding 215.425Extra compensation claims prohibited; bonuses; severance pay.	AD	$225.00	0.10	$22.50

11/05/2024	1 email sent/reviewed regarding 215.425Extra compensation claims prohibited; bonuses; severance pay.	AD	$225.00	0.10	$22.50
11/05/2024	1 email sent/reviewed regarding 215.425Extra compensation claims prohibited; bonuses; severance pay.	AD	$225.00	0.10	$22.50
11/05/2024	1 email sent/reviewed regarding 215.425Extra compensation claims prohibited; bonuses; severance pay.	AD	$225.00	0.10	$22.50
11/05/2024	City of Tarpon Springs Attorney Billing Data FY 24-25 edited and reviewed	AD	$225.00	0.10	$22.50
11/05/2024	1 email sent/reviewed regarding 215.425Extra compensation claims prohibited; bonuses; severance pay.	AD	$225.00	0.10	$22.50
11/05/2024	Research regarding extra compensation.	SL	$225.00	0.50	$112.50
11/06/2024	Receive and process request for legal services regarding elected officials and employment of relatives.	KL	$75.00	0.30	$22.50
11/06/2024	Multiple communications with A.Salzman, Esq.	KL	$75.00	0.20	$15.00
11/06/2024	Receive and process request for legal services regarding quasi-judicial procedure chronicle.	KL	$75.00	0.30	$22.50
11/06/2024	Communication with attorney E.Jackson, Esq.	AD	$225.00	0.30	$67.50
11/06/2024	1 email sent/reviewed regarding 215.425Extra compensation claims prohibited; bonuses; severance pay.	AD	$225.00	0.10	$22.50
11/06/2024	1 email sent/reviewed regarding 215.425Extra compensation claims prohibited; bonuses; severance pay.	AD	$225.00	0.10	$22.50
11/07/2024	Receive and review of city attorney expenditure proposed budget FY 2025.	KL	$75.00	0.30	$22.50
11/07/2024	Multiple communications with A.Salzman, Esq.	KL	$75.00	0.20	$15.00
11/07/2024	1 email sent/reviewed regarding Tarpon Springs - City Attorney Contract	AD	$225.00	0.10	$22.50
11/08/2024	Communication with A.Salzman. Esq.	KL	$75.00	0.10	$7.50
11/08/2024	Revise case management tracking report regarding request for legal services.	KL	$75.00	0.20	$15.00
11/08/2024	Tarpon Springs City Attorney Contract - Dickman Law Firm - 11/8/2024 edited and reviewed	AD	$225.00	0.20	$45.00
11/08/2024	1 email sent/reviewed regarding Anti-nepotism Memorandum	AD	$225.00	0.10	$22.50
11/11/2024	1 email sent/reviewed regarding City of Tarpon Springs - City Attorney	AD	$225.00	0.10	$22.50
11/11/2024	Email attachment reviewed - Tarpon Springs City Attorney Contract - Dickman Law Firm - 11_8_2024	AD	$225.00	0.10	$22.50

11/12/2024	Receive and review "Doubts delay city worker stipends for hurricane efforts" media.	AD	$225.00	0.20	$45.00
11/13/2024	Communication with A.Salzman, Esq.	KL	$75.00	0.10	$7.50
11/14/2024	Research CRA laws.	AD	$225.00	1.50	$337.50
11/14/2024	FS 163.387(6) What to spend CRA money on created	AD	$225.00	0.10	$22.50
11/15/2024	Review of case management tracking report regarding request for legal services.	KL	$75.00	0.30	$22.50
11/15/2024	Communication with E.Jackson, Esq.	AD	$225.00	0.20	$45.00
11/15/2024	Research CRA spending regulations.	AD	$225.00	1.30	$292.50
11/15/2024	Research and prepare document with quasi judicial steps.	AD	$225.00	1.00	$225.00
11/15/2024	CRA Board Training Presentation - 2021 reviewed	AD	$225.00	0.20	$45.00
11/15/2024	CRA Audits Summary reviewed	AD	$225.00	0.10	$22.50
11/15/2024	FS 163.387(6) What CRA Funds Can Be Spent On edited and reviewed	AD	$225.00	0.20	$45.00
11/15/2024	Quasi-Judicial Notes reviewed	AD	$225.00	0.20	$45.00
11/15/2024	1 email sent/reviewed regarding Quasi Judicial Steps	AD	$225.00	0.10	$22.50
11/15/2024	Eight Simple Steps to a Quasi Judicial Proceeding created, then edited	AD	$225.00	0.10	$22.50
11/15/2024	Quasi-Judicial Process - Basic Steps created, then edited and reviewed	AD	$225.00	0.60	$135.00
11/18/2024	Research F.S. 286.0114 regarding quasi-judicial proceedings.	KL	$75.00	0.20	$15.00
11/18/2024	Prepare first draft of outline regarding quasi-judicial proceedings.	KL	$75.00	0.30	$22.50
11/19/2024	Research and analysis regarding the classification of development agreements as legislative or quasi-judicial under Florida law.	RG	$75.00	2.00	$150.00
11/19/2024	Review correspondence from A.Salzman, Esq.	KL	$75.00	0.10	$7.50
11/19/2024	City of Tarpon Springs Organizational Chart reviewed	AD	$225.00	0.10	$22.50
11/19/2024	Tarpon Springs City Attorney Contract - Dickman Law Firm - 11/8/2024 reviewed	AD	$225.00	0.10	$22.50
11/20/2024	Receive and review request for legal services regarding city charter provisions on attorney.	KL	$75.00	0.20	$15.00
11/20/2024	Research regarding Appointment of Multiple City Attorneys and Assistant City Attorneys.	RG	$75.00	1.50	$112.50
11/20/2024	Prepare Memorandum of Law regarding Appointment of Multiple City Attorneys and Assistant City Attorneys.	RG	$75.00	0.70	$52.50
11/20/2024	Site visit at 1013 Rosetree Ln (1013 Rosetree Ln, Tarpon Springs, Florida 34689).	AD	$225.00	0.50	$112.50

11/20/2024	4 emails sent/reviewed regarding Research Tarpon Springs	AD	$225.00	0.20	$45.00
11/20/2024	Email attachment reviewed - Memorandum Appointment of Multiple City Attorneys	AD	$225.00	0.10	$22.50
11/20/2024	1 email sent/reviewed regarding F.S. 163.3755 - Termination of community redevelopment agencies	AD	$225.00	0.10	$22.50
11/20/2024	1 email sent/reviewed regarding City Attorney(s) Contract	AD	$225.00	0.20	$45.00
11/20/2024	Research regarding Florida Statutes 163.3755.	SL	$225.00	0.20	$45.00
11/20/2024	Communication with W. Colbert, Esq.	SL	$225.00	0.10	$22.50
11/21/2024	Additional research regarding Appointment of Multiple City Attorneys and Assistant City Attorneys.	RG	$75.00	1.00	$75.00
11/21/2024	Review and revise case management tracking report regarding request for legal services.	KL	$75.00	0.20	$15.00
11/21/2024	Communication with P.Gleason, Esq - Fla. Attorney General's Office.	AD	$225.00	0.30	$67.50
11/21/2024	1 email sent/reviewed regarding Research Tarpon Springs	AD	$225.00	0.10	$22.50
11/22/2024	Multiple communications with A.Salzman, Esq.	KL	$75.00	0.20	$15.00
11/22/2024	1 email sent/reviewed regarding (City of Tarpon Springs) - Phone Conference	AD	$225.00	0.10	$22.50
11/27/2024	1 email sent/reviewed regarding Research Tarpon Springs	AD	$225.00	0.20	$45.00
				22.10	**$3,652.50**

Expenses

Date	Subject	Cost	Qty	Total
11/20/2024	Color Copy/Printing	$0.40	15.00	$6.00
11/29/2024	B & W Copy/Printing	$0.25	21.00	$5.25
11/29/2024	Color Copy/Printing	$0.40	21.00	$8.40
				$19.65

Subtotal	**$3,672.15**
Total	**$3,672.15**
Total Balance Due	**$3,672.15**

Thank you, Dickman Law Firm

DICKMAN LAW FIRM

809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number	6579
Invoice Date	12/07/2024
Payment Due On	12/14/2024
Amount Due	**$615.00**

Admin – City Manager City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
11/01/2024	Communication with K.Creighton.	KL	$75.00	0.10	$7.50
11/01/2024	Communication with H.Lee.	KL	$75.00	0.10	$7.50
11/01/2024	2 emails sent/reviewed regarding Offer of Settlement - Code Enforcement Lien	AD	$225.00	0.10	$22.50
11/04/2024	Multiple communications with T.Hickey.	KL	$75.00	0.20	$15.00
11/05/2024	Multiple communications with T.Hickey.	KL	$75.00	0.30	$22.50
11/05/2024	Communication with K.Creighton.	KL	$75.00	0.10	$7.50
11/05/2024	Communication with T.Hickey.	KL	$75.00	0.10	$7.50
11/06/2024	Receive and process request for legal services regarding local state of emergency termination.	KL	$75.00	0.30	$22.50
11/06/2024	Research F.S. 252.36 regarding local state of emergency management powers.	KL	$75.00	0.40	$30.00
11/06/2024	Research executive order no. 24-214 Emergency Management Tropical Storm Milton section 15.	KL	$75.00	0.10	$7.50
11/06/2024	Communication with T.Hickey.	KL	$75.00	0.10	$7.50
11/07/2024	Communication with T.Hickey.	KL	$75.00	0.10	$7.50
11/07/2024	Communication with T.Hickey.	KL	$75.00	0.10	$7.50
11/14/2024	Review correspondence from city manager.	KL	$75.00	0.10	$7.50

11/14/2024	Communication with K.Creighton.	KL	$75.00	0.10	$7.50
11/14/2024	Communication with T.Hickey.	KL	$75.00	0.10	$7.50
11/14/2024	3 emails sent/reviewed regarding CRA question	AD	$225.00	0.10	$22.50
11/15/2024	Review correspondence from city manager.	KL	$75.00	0.10	$7.50
11/15/2024	4 emails sent/reviewed regarding CRA question	AD	$225.00	0.40	$90.00
11/18/2024	Review correspondence from city manager.	KL	$75.00	0.10	$7.50
11/18/2024	Multiple communications with T.Hickey.	KL	$75.00	0.30	$22.50
11/18/2024	Communication with K.Lemmons.	KL	$75.00	0.10	$7.50
11/19/2024	Communication with T.Hickey.	KL	$75.00	0.10	$7.50
11/19/2024	1 email sent/reviewed regarding City Attorney Agreement	AD	$225.00	0.10	$22.50
11/20/2024	Communication with Sanford City Attorney regarding Tarpon CRA.	AD	$225.00	0.40	$90.00
11/21/2024	Communication with T.Hickey.	KL	$75.00	0.10	$7.50
11/21/2024	Multiple communications with T.Hickey.	KL	$75.00	0.20	$15.00
11/22/2024	Communication with T.Hickey.	KL	$75.00	0.10	$7.50
11/25/2024	Multiple communications with T.Hickey.	KL	$75.00	0.30	$22.50
11/25/2024	Review correspondence from city manager.	KL	$75.00	0.10	$7.50
11/26/2024	Communication with K.Lemmons.	KL	$75.00	0.10	$7.50
11/26/2024	Multiple communications with T.Hickey.	KL	$75.00	0.20	$15.00
11/26/2024	Multiple communications with K.Creighton.	KL	$75.00	0.20	$15.00
11/27/2024	Review correspondence from city manager.	KL	$75.00	0.10	$7.50
11/27/2024	Research connect news press regarding potential central Tarpon Springs Community Redevelopment Area.	KL	$75.00	0.20	$15.00
11/27/2024	Receive and review boundaries map regarding Tarpon Springs Community Redevelopment Area.	KL	$75.00	0.20	$15.00
11/27/2024	Communication with H.Lee.	KL	$75.00	0.10	$7.50
				6.00	**$615.00**

Subtotal	**$615.00**
Total	**$615.00**
Total Balance Due	**$615.00**

Thank you, Dickman Law Firm

DICKMAN LAW FIRM

809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number	6581
Invoice Date	12/07/2024
Payment Due On	12/14/2024
Amount Due	**$1,975.70**

Admin- City Clerk - City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
11/08/2024	1 email sent/reviewed regarding Anti-nepotism Memorandum	AD	$225.00	0.10	$22.50
11/12/2024	Communication with city clerk.	KL	$75.00	0.20	$15.00
11/12/2024	Communication with city clerk.	KL	$75.00	0.10	$7.50
11/12/2024	Receive and review executed resolution 2023-16 regarding city legal services.	KL	$75.00	0.10	$7.50
11/14/2024	Research Florida cemetery regulations under Chapter 497, Florida Statutes, and Chapter 69K, Florida Administrative Code.	RG	$75.00	1.00	$75.00
11/14/2024	Draft preliminary response to complaint from Division of Funeral, Cemetery, and Consumer Services.	RG	$75.00	1.00	$75.00
11/14/2024	Communication with I. Jacobs.	SL	$225.00	0.50	$112.50
11/14/2024	Research Florida Statutes, Florida Administrative Code, and Pinellas County Official Records regarding cemetery complaint.	SL	$225.00	1.80	$405.00
11/14/2024	Revise response to Complaint regarding Cycadia Cemetery.	SL	$225.00	1.30	$292.50
11/15/2024	Communication with I. Jacobs.	SL	$225.00	0.40	$90.00
11/15/2024	Continue revising Response to Complaint regarding Cycadia Cemetery.	SL	$225.00	0.50	$112.50

11/15/2024	Compile exhibits to Response to Complaint regarding Cycadia Cemetery.	SL	$225.00	0.60	$135.00
11/17/2024	Finalize response letter regarding Cycadia Cemetery.	SL	$225.00	0.50	$112.50
11/17/2024	2 emails sent/reviewed regarding TS - Cemetery Response	AD	$225.00	0.10	$22.50
11/17/2024	Response to Complaint Regarding Cycadia Cemetery 11.14.24 edited and reviewed	AD	$225.00	0.30	$67.50
11/18/2024	Finalize exhibits for response letter regarding Cycadia Cemetery.	SL	$225.00	0.20	$45.00
11/18/2024	Communication with K. Schuller regarding response letter for Cycadia Cemetery.	SL	$225.00	0.20	$45.00
11/18/2024	Communication with City Clerk.	AD	$225.00	0.30	$67.50
11/18/2024	1 email sent/reviewed regarding TS - Cemetery Response	AD	$225.00	0.10	$22.50
11/20/2024	Meeting with city clerk.	AD	$225.00	0.50	$112.50
11/20/2024	1 email sent/reviewed regarding Charter Referendum	AD	$225.00	0.20	$45.00
11/21/2024	Receive and review request for legal services regarding Ordinance 2024-12 BOC Opposing Charter Amendment.	KL	$75.00	0.30	$22.50
11/21/2024	1 email sent/reviewed regarding Ordinance 2024-12 BOC Opposing Charter Amendment.docx	AD	$225.00	0.10	$22.50
11/22/2024	1 email sent/reviewed regarding Announced Candidate	AD	$225.00	0.10	$22.50
11/26/2024	Review correspondence from city clerk.	KL	$75.00	0.10	$7.50
				10.60	**$1,965.00**

Expenses

Date	Subject	Cost	Qty	Total
11/29/2024	B & W Copy/Printing	$0.25	38.00	$9.50
11/29/2024	Color Copy/Printing	$0.40	3.00	$1.20
				$10.70

Subtotal	**$1,975.70**
Total	**$1,975.70**
Total Balance Due	**$1,975.70**

Thank you, Dickman Law Firm

DICKMAN LAW FIRM

809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number	6583
Invoice Date	12/07/2024
Payment Due On	12/14/2024
Amount Due	**$415.94**

Admin - Building Development - City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
11/04/2024	Communication with D.Gilson.	KL	$75.00	0.10	$7.50
11/04/2024	Communication with D.Gilson.	KL	$75.00	0.10	$7.50
11/05/2024	Communication with D. Gilson.	SL	$225.00	0.40	$90.00
11/14/2024	Multiple communications with D.Gilson.	KL	$75.00	0.40	$30.00
11/20/2024	Communication with D. Gilson.	SL	$225.00	0.10	$22.50
11/20/2024	Finalize Right-Of-Way Driveway Paver Agreement.	SL	$225.00	0.60	$135.00
11/20/2024	1 email sent/reviewed regarding ROW Agreement.	AD	$225.00	0.10	$22.50
11/20/2024	Email attachment reviewed - Right-of-Way Driveway Paver Agreement	AD	$225.00	0.10	$22.50
11/20/2024	2 emails sent/reviewed regarding Tarpon Springs - Sunset Shores Milestone Inspection	AD	$225.00	0.10	$22.50
11/21/2024	Communication with D. Gilson.	SL	$225.00	0.20	$45.00
				2.20	**$405.00**

Expenses

Date	Subject	Cost	Qty	Total
11/20/2024	Delivery US Postage Stamp - Certified Mail.	$9.64	1.00	$9.64

11/29/2024	B & W Copy/Printing	$0.25	2.00	$0.50
11/29/2024	Color Copy/Printing	$0.40	2.00	$0.80
				$10.94

Subtotal	**$415.94**
Total	**$415.94**
Total Balance Due	**$415.94**

Thank you, Dickman Law Firm

DICKMAN LAW FIRM

809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number	6585
Invoice Date	12/07/2024
Payment Due On	12/14/2024
Amount Due	**$0.75**

Admin - Fire Rescue - City of Tarpon Springs

Expenses

Date	Subject	Cost	Qty	Total
11/29/2024	B & W Copy/Printing	$0.25	3.00	$0.75
				$0.75

Subtotal	**$0.75**
Total	**$0.75**
Total Balance Due	**$0.75**

Thank you, Dickman Law Firm

DICKMAN LAW FIRM

809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number	6589
Invoice Date	12/07/2024
Payment Due On	12/14/2024
Amount Due	**$30.00**

Admin- Human Resources City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
11/06/2024	Receive and process request for legal services regarding program for the employee hurricane assistance.	KL	$75.00	0.30	$22.50
11/06/2024	Review correspondence from E.Jackson, Esq.	KL	$75.00	0.10	$7.50
				0.40	**$30.00**

Subtotal	**$30.00**
Total	**$30.00**
Total Balance Due	**$30.00**

Thank you, Dickman Law Firm

Public Works Department
Office of the Director

Tom Funcheon
Public Works Director

To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: December 17, 2024

Subject: Special Event – Tarpon Springs Merchants Association
1st Friday in Tarpon Springs 2025
2/7, 3/7, 4/4, 5/2, 6/6, 8/1, 9/5, 10/3 & 11/7, 2025

Recommendation:

That the Mayor and Board of Commissioners approve the Tarpon Springs Merchants Associations' special event application for the "1st Friday in Tarpon Springs" on 2/7, 3/7, 4/4, 5/2, 6/6, 8/1, 9/5, 10/3 & 11/7, 2025 and the temporary closure of Tarpon Ave. (Pinellas Ave. to Ring Ave.), Hibiscus St. (Tarpon Ave. to Orange St.), N. Safford Ave. (Tarpon Ave. to Orange St. – will leave Truist Bank exit open), S. Safford Ave. (Tarpon Ave. to Court St. south bound & Lemon St. to Tarpon Ave. north bound), East Court St. from Alt 19 (Pinellas Ave. to Wells Fargo Parking Lot – on an as needed basis for overflow vendors), to the ends Mother Meres Parking Lot, and Tarpon Ave. Restroom Parking Lot.

If a change in the event date is necessary due to inclement weather, the City Manager will authorize/designate a rain date.

Background:

This event has been approved by the Special Events Review Committee based on previous years' event.

The hours of the event will be from 6:00 p.m. to 10:00 p.m. with setup beginning at 3:00 p.m. and cleanup ending by 11:30 p.m. Tarpon Ave. Restroom Parking lot will close at 2:00 p.m. due to delivery of beer/tent area. This event will consist of music, vendors and food/beverage (beer & wine). Each month there will be a different theme. Proceeds will be used to advertise other events and promote Tarpon Springs.

The event sponsor has notified area businesses that may be affected by this event and will be responsible for all set-up and clean-up.

It is understood that in order for the Sponsor to receive a permit to proceed, he/she must comply with the following:

- A Certificate of Insurance in the amount of $1,000,000 naming the City as an “additional insured”.

Approval of this event authorizes the Sponsor/User the use of City property for said special event with the understanding that they must operate and carry out the needs and functions of the event within the confines and requirements established and approved by the Special Events Committee, the B.O.C. and the Sponsor’s application on record.

City of Tarpon Springs
Application for Special Events

Event Information:

Date of Application: November 26, 2024

Name of Event: First Friday in Tarpon Springs

Date(s) of Event: February 7, March 7, April 4, May 2, June 6, August 1, September 5, October 3 and November 7, 2025

NOTE: There will be no First Friday on July 4th due to it being a holiday.

Alternate Date(s): N/A

Hours of Event: 6-10 PM

Set up/break down time needed: 3:00 pm setup, 11:30 pm tear down

Type/Purpose of Event: Fundraiser for the Tarpon Springs Merchants Association. Event will include food vendors, vendors and music.

Location of Event (include map for parade/procession routes with assembly and disband points): Tarpon Ave (Pinellas Ave to Ring St), Hibiscus St (Tarpon Ave to Orange St), Safford Ave North (Tarpon Ave to Orange St), Safford Ave South (Tarpon Ave to Court St), East Court Street from Alt. 19 to the end of Mother Meres parking lot. Will not be blocking anything behind the Meres building. We are requesting this new location because we have run out of space.

If Closure of a City Parking Lot is needed, please check: Mother Meres _x__ Tarpon Ave. _x__ Orange St.___ Court/Lemon___

Other: We are requesting that the parking lot on Tarpon Avenue be closed at 2:00 pm due to the delivery of the beer/wine and setting up the beer/wine tent.

Disposition of Proceeds: Pay for expenses of the event and advertising of other events.

Applicant Information:

Name of Organization: Tarpon Springs Merchants Association

Registered Nonprofit Org.: Yes ☒ No ☐

Organizations Address: P O Box 2793, Tarpon Springs FL 34688

Individual to Contact: Carol Rodriguez (Telephone #) 845-661-5518 (email) carolaer@ymail.com

Alternative Contact: Reggie Gibson (Telephone #) 727-543-1593 (email) tarponspringsflorida@gmail.com

General Information:

Number of Vendors: 160-180 (depending on the month) (Sponsor is required to keep a list of vendors, and must be able to produce upon request.)

Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): Public parking lots and side street parking, municipal lot on W. Court St (for large vehicles & trailers) and parking lot on W. Tarpon Ave (for cars and small vehicles)

Approximate Number of Attendees: 1500-2500 (depending on the month) Entrance Fee:$ free

Location for Attendee Parking: Public parking lots and side streets

Will Private Security be Provided: Yes ☐ No ☒ Name of Private Company:

Will the Following be Provided: Traffic Control: Yes ☒ No ☐ Crowd Control: Yes ☒ No ☐

Will Music be Provided: Yes ☒ No ☐ Hours of Play: 6-10 pm Band: ☒ DJ: ☒ Other: Individuals

Type & Location of Toilet Facilities: City restroom in Mother Meres parking lot. If City restroom not available, then port-o-potties will be ordered.

Tent or Other Structure: Yes ☒ No ☐ Type of Structure:

How will Structure be Secured: As required

Solid Waste Collection/Disposal: Yes ☒ No ☐ Dumpster: ☐ Rolloff: ☐ Other: Will hire City employee from 7:30 pm until finished.

If parade # of: Participants: Animals ____Floats: Bands: Other:

Amusement/Carnival Rides: Yes ☐ No ☒ Name of Company Providing Rides:

Types of Rides: Is Diagram of Layout Attached: Yes ☐ No ☐

Will Food/Beverages be Served: Yes ☒ No ☐ Cooked on Site: ☒ Catered: ☐ Sold: ☒ Given Away: ☒

Will Alcoholic Beverages be Served: Yes ☒ No ☐ Type of Alcoholic Beverages: Beer and Wine

Event Sponsor is responsible to ensure that all food/alcohol vendors have all necessary licenses as required by the Department of Business and Professional Regulations, Division of Hotels & Restaurants and/or Division of Alcohol and Tobacco, Department of Health, Environmental Health Division or any other applicable State Agency.

Equipment/Miscellaneous (please check if needed):

Barricades: ☒ How many: As needed per TSPD

Cones: ☒ How many: As needed per TSPD

Portable Stage: ☒ Location: Stage not needed. TSMA will be renting one.

Electricity Needed: ☒ Where: Meres parking lot, Tarpon Ave, City parking lot on Tarpon Ave, Safford Ave, Hibiscus St.

Public Restrooms: ☒ Hours of Opening/Closing: Stay open until 11:30 pm

Street Banners: ☒ Locations: City approved locations

Additional City Trash Cans: ☒ Where there are metal cans we would like to have an additional trash can added.

Directional Parking Signs: ☐ Locations:____

Other: Requesting City maintenance employee from 4:00 pm until finished, City's big generator and tower light to be placed in field behind fence where stage will be and City's tables and chairs. Also, if any lights can be added on South Safford Avenue.

Is a check made payable to the City of Tarpon Springs for the Application Fee & Deposit Attached: Yes ☒ No ☐

If not, when will it be sent:

Is the Certificate of Insurance Attached: Yes ☐ No ☒ If not, when will it be sent: When received from insurance company

I (we) agree that it is my (our) responsibility to cleanup after the conclusion of the special event: Yes ☒ No ☐

I agree to provide a Post Special Report within 10 calendar days subsequent to the event: Yes ☒ No ☐ Failure to do so may result in forfeiture of deposit.

I (we) have read and completed this application and it is true and correct to the best of my (our) knowledge; I (we) have read the general instructions for this application and the City of Tarpon Springs Ordinance #88-25 and agree to conform with the provisions as set forth therein. I (we) understand that knowingly providing false information on the application shall automatically void the application and cancel the event.

Signature of Applicant

11-26-24
Date

City of Tarpon Springs
Deposit Forfeiture
Policy

Event Sponsor agrees to return City property to the exact condition it was in prior to the event. This includes the removal of all items placed on City property by the Sponsor including, but not limited to tents, port-o-lets, ice machines, tables, vehicles, concession stands, trash, etc.

If the Event Sponsor does not comply with cleanup by the date outlined on the Special Event Application, the $100 deposit will not be returned, and the Sponsor's next event will require double the deposit amount. This procedure will continue until the Event Sponsor complies with the Special Event requirements.

Please note, deposits will be withheld and additional money may be due for any and all damages to City property caused the Special Event.

Event Sponsor Signoff:

I have read and agree to the conditions above:

Event Sponsor Signature

11-26-24
Date

Mother Meres Parking Lot/Hibiscus St

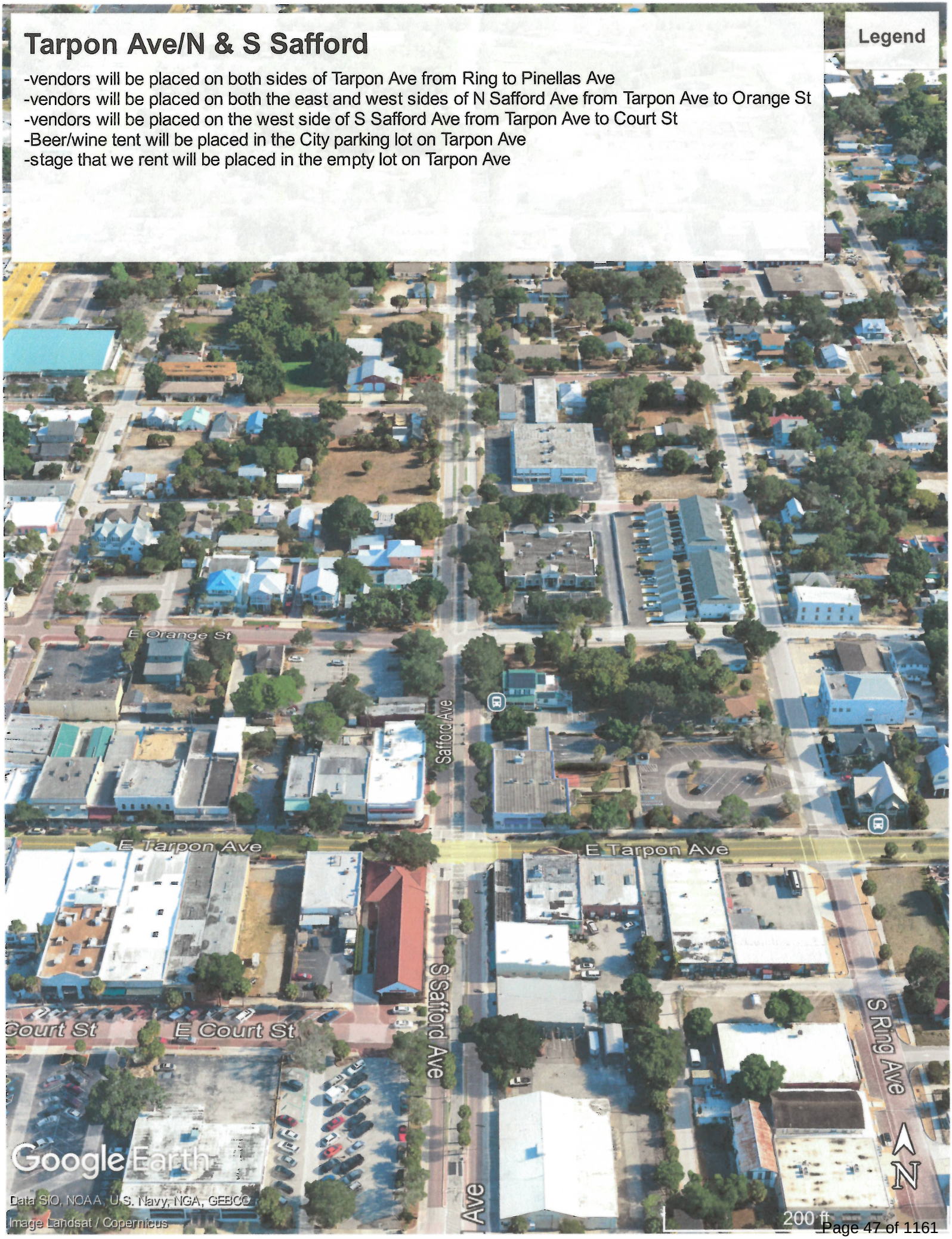
Legend

-vendors will be placed within the parking lot
-vendors will be placed on both sides of E Court Street from Pinellas Ave to the end of the driveway going into Mother Mer
-vendors will be placed on the west side of Hibiscus St

Tarpon Ave/N & S Safford

-vendors will be placed on both sides of Tarpon Ave from Ring to Pinellas Ave
-vendors will be placed on both the east and west sides of N Safford Ave from Tarpon Ave to Orange St
-vendors will be placed on the west side of S Safford Ave from Tarpon Ave to Court St
-Beer/wine tent will be placed in the City parking lot on Tarpon Ave
-stage that we rent will be placed in the empty lot on Tarpon Ave

Legend



Jeffrey P. Young
CHIEF OF POLICE

Tarpon Springs Police
Extra Duty Detail Application Rules

Thank you for inquiring about the availability of off-duty officers for security services or other related functions. In compliance with Tarpon Springs Police Department General Order #122, this application is required to engage the extra-duty services of police officers for public safety, health and welfare services in addition to those already provided to the public. It is understood that this is a non-binding agreement. The Police Department may cancel this request without advance notice or cause at any time. The Tarpon Springs Police Department will attempt to place officers during the requested dates and hours. Because of emergencies, inability to find an Officer to work this detail or other unforeseen circumstances, this request may not be filled when requested. The Tarpon Springs Police Department will not permit an Officer to work an assignment that is deemed as a conflict of interest.

The following represents the hourly rate associated with this service, beginning October 1, 2022

Fees

$50.00 (per hour) Regular	$60.00 per hour for requests received within 72 hours of the date of the event	$60.00(per hour) Premium

There is a three (3) hour minimum on all off duty employment.

In accordance with the current collective bargaining agreement between the City of Tarpon Springs and the Pinellas County Police Benevolent Association Inc., the following holidays will be charged at a Premium rate:

Thanksgiving Day
Christmas Eve Day (December 24)
Christmas Day (December 25)
New Years Eve (December 31)
New Years Day (January 1)

Cancellations

Job cancellations must be made at least two (2) hours **prior** to the scheduled starting time of the detail (with exception of a natural disaster) and must be called in to the Patrol Supervisor at 727-938-2849.

The (3) hour minimum shall apply to cancellations not meeting this requirement. If the time worked is greater than half the assigned time, the officer will be paid for the full time of the assignment scheduled.

Applicant's signature of understanding

Payment

Invoices for services rendered for off-duty work will be sent to the vendor after the event has occurred, unless otherwise specified. All compensation due for services performed by Tarpon Springs Police personnel will be paid by Cash, Check or Money Order only to;
The City of Tarpon Springs
Attn. Collections
P.O. Box 5004
Tarpon Springs, FL. 34688-5004 (727)942-5612

Officers are prohibited from accepting cash and/or check payments. Any employer failing to meet this deadline may be refused further details.

At large events, the hiring entity shall be required to employ a sufficient number of officers to ensure safe and efficient law enforcement coverage, as determined by the Operations Major or his/her designee. The special detail coordinator shall make a minimum manpower requirement determination to ensure proper security and safety of agency members and the community. The Operations Major or his/her designee shall determine appropriate manpower allocation for all events where alcohol is served. For events that require five or more officers, it will be required to have one supervisor for every five officers needed.

If the event becomes larger than expected or stated, then the on duty officer or supervisor may request the event is terminated early for safety reasons, or at the approval of the applicant call more officers in to assist.

Contact the Special Events Coordinator Sgt. Taurean Mathis for additional information:
Office Phone number: 727-938-2849 ext. 1656 or by e-mail tmathis@tspd.us

Applicant's signature of understanding

First Friday

TARPON SPRINGS POLICE DEPARTMENT

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

Extra Duty Detail Application

*Court St (Pinellas Ave to end of Driveway going into Mother Mercies Parking lot)

Business Name: Tarpon Springs Merchants Assn. Phone Number: 727-543-1593

Address of event: Tarpon Ave (Pinellas to Ring) Hibiscus St (Tarpon Ave to Orange) N. Safford Ave (Tarpon Ave to Orange), S. Safford Ave (Tarpon Ave to Court), *

Applicant Name: Tarpon Springs Merchants Assn Phone Number: 727-543-1593

Applicant's Address: 906 Verona Pl., Tarpon Springs FL 34689

Applicant's Date of birth: 10-2-57 Email address: tarponspringsflorida@gmail.com

Applicant's Driver's License Number: G125-733-57-862-0 Sate: FL

Contact Person at the event: Carol Rodriguez 845-661-5518, Reggie 727-543-1593 Sherry 706-897-1047

Type of event: Fundraiser for future advertising of Tarpon Springs

Will alcohol be served at the event? (YES) NO Number of expected Participants: 1500-2500

Requested Officer Duties(please be specific):

No Parking Signs Walk Streets

Close Roads @ 3:00PM

Teardown by 11:30PM

How Many Officers do you require: _____ Police Vehicle Required: YES NO

First Friday each Month

Starting Date: 2-7-24 Ending Date: 11-2-24 Starting Time: 6:00PM Ending Time: 10:00PM

* No First Friday In July

Buy signing this form, I agree that, I have read and understand the entire agreement and agree to pay for the services render, which are in writing or are verbally agreed upon in an emergency situation to prevent shutting down the event if it becomes too large.

Reggie Sutton

Applicant's signature of understanding

Approved or Denied by: _____ Date: _____

Public Works Department
Office of the Director

Tom Funcheon
Public Works Director

To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: December 17, 2024.

Subject: Special Event – Tarpon Springs Merchants Association
2nd Saturday Tarpon Springs Market 2025
2/8, 3/8, 4/12, 5/10, 9/13, 10/11, 11/11 & 12/13, 2025.

Recommendation:

That the Mayor and Board of Commissioners approve the Tarpon Springs Merchants Associations' special event application for the "2nd Saturday Tarpon Springs Market" on 2/8, 3/8, 4/12, 5/10, 9/13, 10/11, 11/11 & 12/13, 2025 and the temporary closure of Mother Meres Parking Lot.

If a change in the event date is necessary due to inclement weather, the City Manager will authorize/designate a rain date.

Background:

This event has been approved by the Special Events Review Committee based on previous years' events.

The hours of the event will be from 9:00 a.m. to 2:00 p.m., with setup beginning at 7:00 a.m. and cleanup ending by 3:30 p.m. The event will consist of local "farmers market type" vendors. Proceeds will be used to pay event expenses and advertise future events.

The event sponsor will be responsible for all set-up and clean-up.

It is understood that for the Sponsor to receive a permit to proceed, he/she must comply with the following:

- A Certificate of Insurance in the amount of $1,000,000 naming the City as an "additional insured".

Approval of this event authorizes the Sponsor/User the use of City property for said special event with the understanding that they must operate and carry out the needs and functions of the event within the confines and requirements established and approved by the Special Events Committee, the B.O.C. and the Sponsor's application on record.

City of Tarpon Springs
Application for Special Events

Event Information:

Date of Application: November 26, 2024

Name of Event: 2nd Saturday Tarpon Springs Market

Date(s) of Event: February 8, March 8, April 12, May 10, September 13, October 11, November 8 and December 13, 2025. There will be no market during the months of June-August due to heat and lack of attendees.

Alternate Date(s): N/A

Hours of Event: 9:00 AM to 2:00 PM

Set up/break down time needed: Setup – 7:00 AM Teardown – 3:30 PM

Type/Purpose of Event: Fundraiser for the Tarpon Springs Merchants Association. Event will include market type vendors and food vendors.

Location of Event (include map for parade/procession routes with assembly and disband points): Mother Meres Parking Lot (corner of Tarpon Avenue & Alt. 19).

If Closure of a City Parking Lot is needed, please check: Mother Meres _XX__ Tarpon Ave.___ Orange St.___ Court/Lemon___

Other:

Disposition of Proceeds: Pay for expenses of event and for advertising of future events.

Applicant Information:

Name of Organization: Tarpon Springs Merchants Association

Registered Nonprofit Org.: Yes ☒ No ☐

Organizations Address: P O Box 2793, Tarpon Springs FL 34688

Individual to Contact: Carol Rodriguez (Telephone #) 845-661-5518 (email) carolaer@ymail.com

Alternative Contact: Reggie Gibson (Telephone #) 727-543-1593 (email) tarponspringsflorida@gmail.com

General Information:

Number of Vendors: 40-50 (Sponsor is required to keep a list of vendors, and must be able to produce upon request.)

Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): Public parking lots and side streets.

Approximate Number of Attendees: 100-150 Entrance Fee:$ N/A

Location for Attendee Parking: Public parking lots and side streets

Will Private Security be Provided: Yes ☐ No ☒ Name of Private Company: N/A – no police needed

Will the Following be Provided: Traffic Control: Yes ☐ No ☒ Crowd Control: Yes ☐ No ☒

Will Music be Provided: Yes ☐ No ☒ Hours of Play: hours of event Band: ☐ DJ: ☐ Other: Individual

Type & Location of Toilet Facilities: Public restrooms in City parking lot on Tarpon Avenue

Tent or Other Structure: Yes ☒ No ☐ Type of Structure: Pop Up Tent

How will Structure be Secured: As Required

Solid Waste Collection/Disposal: Yes ☐ No ☒ Dumpster: ☐ Rolloff: ☐ Other: The Merchants Association will make sure garbage is disposed of in the parking lot dumpster.

If parade # of: Participants: Animals Floats: Bands: Other:

Amusement/Carnival Rides: Yes ☐ No ☒ Name of Company Providing Rides:

Types of Rides: Is Diagram of Layout Attached: Yes ☐ No ☐

Will Food/Beverages be Served: Yes ☒ No ☐ Cooked on Site: ☒ Catered: ☐ Sold: ☒ Given Away: ☒

Will Alcoholic Beverages be Served: Yes ☐ No ☒ Type of Alcoholic Beverages:

Event Sponsor is responsible to ensure that all food/alcohol vendors have all necessary licenses as required by the Department of Business and Professional Regulations, Division of Hotels & Restaurants and/or Division of Alcohol and Tobacco, Department of Health, Environmental Health Division or any other applicable State Agency.

Equipment/Miscellaneous (please check if needed):

Barricades: ☒ How many: As needed per TSPD

Cones: ☒ How many: As needed per TSPD

Portable Stage: ☒ Location: N/A

Electricity Needed: ☒ Where: Meres parking lot

Public Restrooms: ☒ Hours of Opening/Closing: Open at 7:00 AM until regular closing time

Street Banners: ☒ Locations: City approved locations

Additional City Trash Cans: ☒ 6

Directional Parking Signs: ☐ Locations:

Other:

Is a check made payable to the City of Tarpon Springs for the Application Fee & Deposit Attached: Yes ☒ No ☐

If not, when will it be sent:

Is the Certificate of Insurance Attached: Yes ☐ No ☒ If not, when will it be sent: Prior to the event

I (we) agree that it is my (our) responsibility to clean up after the conclusion of the special event: Yes ☒ No ☐

I agree to provide a Post Special Report within 10 calendar days subsequent to the event: Yes ☒ No ☐

Failure to do so may result in forfeiture of deposit.

I (we) have read and completed this application, and it is true and correct to the best of my (our) knowledge; I (we) have read the general instructions for this application and the City of Tarpon Springs Ordinance #88-25 and agree to conform with the provisions as set forth therein. I (we) understand that knowingly providing false information on the application shall automatically void the application and cancel the event.

Signature of Applicant

11-26-24
Date

City of Tarpon Springs
Deposit Forfeiture
Policy

Event Sponsor agrees to return City property to the exact condition it was in prior to the event. This includes the removal of all items placed on City property by the Sponsor including, but not limited to tents, port-o-lets, ice machines, tables, vehicles, concession stands, trash, etc.

If the Event Sponsor does not comply with cleanup by the date outlined on the Special Event Application, the $100 deposit will not be returned, and the Sponsor's next event will require double the deposit amount. This procedure will continue until the Event Sponsor complies with the Special Event requirements.

Please note, deposits will be withheld and additional money may be due for any and all damages to City property caused the Special Event.

Event Sponsor Signoff:

I have read and agree to the conditions above:

Event Sponsor Signature

11-26-24
Date

Mother Meres Parking Lot
-vendors will be placed within the parking lot
Legend
Google Earth
Data SIO, NOAA, U.S. Navy, NGA, GEBCO
Pinellas Ave
E Court St
E Court St
100 ft
N
29
36
28
19
17
15
26
18
20
24
22
20
10
7
1
1
9
15
104
106
44
3
4
18
19
110

OFFICE OF THE CITY CLERK

INTER-DEPARTMENTAL MEMO

TO: **HONORABLE MAYOR AND BOARD OF COMMISSIONERS**

SUBJECT: **SATISFACTION/RELEASE OF LIENS** **REGULAR SESSION December 17, 2024**

Authorization is requested for the Mayor to execute Satisfaction and/or Release of Lien for the properties listed below. All monies owed the City for delinquent utility liens, street, and/or lot mowing assessments including interest and/or penalties, or administrative fees have been paid in full.

OWNER'S NAME	TYPE OF LIEN	ACCOUNT NUMBER
LAKE TARPON CHURCH OF CHRIST, INC.	CODE ENFORCEMENT	15-20000006

Pinellas County Supervisor of Elections
13001 Starkey Rd., Largo, FL 33773 • (727) 464-6108 • VotePinellas.gov

Contract for Conducting Municipal Election

City of Tarpon Springs

Municipal General Election – March 11, 2025

WHEREAS, the City/Town has requested the assistance of the Office of the County Supervisor of Elections (Supervisor) in conducting its General Election; and

WHEREAS, the Supervisor is agreeable to providing such assistance to the City/Town subject to the following conditions, considerations and agreements arrived at between the parties;

IT IS HEREBY AGREED AS FOLLOWS:

GENERAL PROVISIONS

The election is to be conducted under any applicable ordinances of the City/Town and all sections of Chapters 97-106, Florida Statutes (F.S.) (the Florida Election Code). The City/Town is responsible for all legal notices. It is understood that the Supervisor is in charge of the election, and that the County Canvassing Board is responsible for canvassing the election (no cost to the City/Town). The City/Town may have a designated representative in the canvassing board room. This designee may only serve in an "observer" capacity and may not participate in the canvassing of the election. The County Canvassing Board will determine whether a recount is required and advise the City/Town. However, the Supervisor is unable to support any type of runoff election.

The County Canvassing Board will certify the election results and will provide a Certificate of Election to the City/Town (ONE Certificate of Election will include all elections held on the same day). The Certificate of Election will be provided to the City/Town after the County Canvassing Board certifies the official election results.

The post-election automated audit may not begin until the Canvassing Board has certified the official election results.

The City/Town is responsible for the costs associated with conducting an annexation election (mapping annexation areas, reassigning addresses, and mailing new voter information cards). The City/Town is responsible for the costs associated with any legal action or contest of election arising from its election. The City/Town, the Supervisor of Elections and the County Canvassing Board agree that the County Attorney's Office will represent the Supervisor of Elections and County Canvassing Board in any legal action concerning the canvass or certification of the election.

It is understood that the provisions of this contract are based on current state law, and if any changes in election law should occur during the period of this agreement, those changes will supersede the terms of this contract where applicable.

Contract for Conducting Municipal Election

The City/Town will provide the Supervisor with the current City/Town definition/boundaries and include a list of ALL annexations (actual list of addresses) since your last election, no later than 5:00 p.m., December 31, 2024. It is the responsibility of the City/Town to ensure the Supervisor has the current definition/boundary information so all eligible voters can participate in the City/Town's election. The City/Town agrees that NO changes to the City/Town definition/boundaries will be made effective between 5:00 p.m., December 31, 2024, and Midnight, March 11, 2025. Contact the IT Department at (727) 464-4958 or SOEIT@VotePinellas.gov for all questions concerning annexations and for providing annexation information (City/Town definition/boundary changes).

This contract must be signed by the City/Town and received by the Supervisor no later than the ballot language deadline of 5:00 p.m., December 31, 2024.

Upon request, the Supervisor may provide to the City/Town with the number of registered voters for this election.

ELECTION INFORMATION

Election Title:	**Municipal General Elections**
Election Date:	**March 11, 2025**
Voter Registration Deadline:	**February 10, 2025**

SPECIAL PROVISIONS

City/Town Clerk:	**Irene Jacobs**
***Election Day Cell Phone:**	**(727) 698-8793**
Alternate Phone:	**(727) 943-3536**
Email:	**cityclerk1@ctsfl.us**
Mailing Address:	**P.O. Box 5004, Tarpon Springs, FL 34688**

***The City/Town Clerk MUST be available from 5:00 a.m. to 10:00 p.m. on Election Day/Night.**

TRANSLATION (Spanish – Section 203, Voting Rights Act) (Matt Smith – 464-5751)

a. Pinellas County is a jurisdiction covered by Section 203 of the Voting Rights Act and must provide language assistance (Spanish). ALL municipalities within Pinellas County are also covered by Section 203 of the Voting Rights Act.
b. Full compliance is a requirement for all jurisdictions (County and Municipal). This means that all information directed to voters or otherwise concerning voting-connected activities must be provided in both English and Spanish. This includes, but is not limited to, voter registration, legal advertisements and/or other notices, forms, voting instructions and procedures at the polls or otherwise, polling place signage, any printed voter information guides or website information concerning elections, communication assistance

at the polls and election offices and communication with the jurisdiction's minority language community. The obligations and requirements apply to all elections conducted by the City/Town.

c. Questions concerning your legal obligations/requirements to comply with Section 203, Voting Rights Act should be directed to your legal counsel.

BALLOT INFORMATION (Wendy Grimes – 464-4987)

a. Final Ballot Language is due no later than **5:00 p.m., December 31, 2024** and must include all qualified opposed candidates and resolutions and/or ordinances with ballot questions.
b. All ballot language must comply with Florida Statutes 101.161(1) and the Uniform Ballot Rule (1S-2.032).
c. Using the Ballot Language Submittal Form – Complete required information. Include information and Candidate Oaths for ONLY qualified opposed candidates in ballot order. All Charter Amendments and/or Referendum Questions with SIGNED/APPROVED Ordinances/Resolutions must include numbering for ballot order and English and Spanish translated text.
d. Email ballot language to Wendy Grimes at WGrimes@VotePinellas.gov by the final ballot language deadline.

BALLOT LAYOUT/PRINTING (David Wise – 464-4958)

a. The Supervisor is responsible for creating the ballot (ballot layout will comply with Florida Statutes and the Uniform Ballot Rule).
b. The City/Town is responsible for approving the City/Town's portion of ballot.
c. Precinct ballots will be printed by the Supervisor. The Supervisor will bill the City/Town 24 cents per ballot card (includes ground shipping charges). The Supervisor will bill the City/Town for any required expedited shipping charges.
d. Provisional ballots will be printed by the Supervisor; the Supervisor will bill the City/Town 24 cents per ballot card (25 per precinct). The Supervisor will bill the City/Town for any required expedited shipping charges.
e. If the City/Town requires a ballot change after ballots are printed, the City/Town is responsible for additional costs.

CANDIDATE AUDIO RECORDING (Nicole Sokolowski/David Wise – 464-4958)

a. The deadline for candidates to record their names and office titles for the audio ballot is **5:00 p.m., January 7, 2025**. It is the responsibility of the City/Town to notify City/Town candidates of this deadline.
b. Candidates must call (727) 453-3293; a voice message will prompt the candidate to record his/her name as indicated on the Candidate Oath and the office for which the candidate is running.

MAIL BALLOTS (Marisa Crispell - 464-6108)

a. The Supervisor will bill the City/Town $1.57 for each mail ballot kit used in initial mailing (return postage included).
b. The Supervisor will bill the City/Town $2.13 for each mail ballot kit used for daily mailing.
c. The deadline for mailing military/overseas ballots is **January 25, 2025;** at least 45 days prior to the election [F.S. 101.62(4)(a)].

d. Mailing Schedule for domestic ballots will begin **no earlier than January 30, 2025 and no later than February 6, 2025** [F.S 101.62(4)(b)].
e. After the initial mailings, ballots will be mailed as requests are received. The deadline to request a ballot be mailed is **5:00 p.m. February 27, 2025**; twelve days prior to the election. [F.S. 101.62]
f. The City/Town will provide voting assistance in assisted living facilities and nursing homes, if requested, per F.S. 101.655.
g. Duplicate and test ballots will be printed by the Supervisor; the Supervisor will bill the City/Town 38 cents per ballot card.

LEGAL NOTICES (Ashley McKnight-Taylor – 453-7553)

a. The City/Town is responsible for ALL legal notices required by State Statute and by City/Town Charter/Ordinance, with the exception of the County Canvassing Board Meeting/Testing Schedule.
b. The Supervisor will publish the County Canvassing Board Meeting/Testing Schedule at no cost to the City/Town.
c. The Supervisor will provide the City/Town a County Canvassing Board Meeting/Testing Schedule, Polling Place List, Polling Place Changes list and Sample Ballot.

TESTING THE BALLOT COUNTING EQUIPMENT (David Wise – 464-4958)

The County Canvassing Board will certify test results of the ballot counting equipment and file the election parameters with the Division of Elections. All tests will be performed at the Election Service Center, 13001 Starkey Road, Largo.

CANVASSING BOARD MEETING SCHEDULE (Ashley McKnight-Taylor – 453-7553)

a. **The Supervisor will publish the Canvassing Board Meeting/Testing Schedule at no cost to the City/Town.**
b. All Canvassing Board Meetings will take place at the Election Service Center, 13001 Starkey Rd., Largo.
c. A Canvassing Board Schedule will be emailed to the City/Town Clerk as part of this contract.
    i. The Canvassing Board/testing schedule reflects ALL possible meeting days.
    ii. The Canvassing Board will modify the schedule as needed based on the number of mail ballots received. Updates to the canvassing board schedule will be posted to the Supervisor's website (VotePinellas.gov).

CANVASSING MAIL BALLOTS (Carriane McQuay – 464-5723)

The Supervisor, in the presence of the County Canvassing Board will open and prepare mail ballots for tabulation at the Election Service Center. Questionable ballots will be presented to the County Canvassing Board for decision. The Canvassing Board/testing schedule reflects ALL possible meeting days. The Canvassing Board will modify the schedule as needed based on the number of mail ballots received. Updates to the canvassing board schedule will be posted to the Supervisor's website (Votepinellas.gov).

Contract for Conducting Municipal Election

PROVISIONAL BALLOTS (Carriane McQuay – 464-5723)

The Supervisor will research each provisional ballot to determine the voter's eligibility and will present the provisional ballots to the County Canvassing Board for decision. Voters casting a provisional ballot have two days after Election Day to provide written proof of eligibility to the County Canvassing Board. The deadline for this election is **5:00 p.m., March 13, 2025** [F.S. 101.048]. All provisional ballots will be canvassed at the Election Service Center.

POLL WATCHERS (Wendy Grimes – 464-4987)

a. Election Day poll watcher designations must be submitted to the City/Town by **NOON, February 25, 2025** (Prior to noon on the second Tuesday preceding Election Day [F.S. 101.131(2)]). The City/Town will email all poll watcher designation forms (DS-DE 125) to Wendy Grimes at **WGrimes@VotePinellas.gov by 5:00 p.m. February 25, 2025** and the Supervisor will verify whether they are Pinellas County registered voters.
b. The Supervisor will furnish a list of approved poll watchers to the City/Town **by 5:00 p.m. March 4, 2025** (on or before the Tuesday before Election Day [F.S. 101.131(2)]).
c. Each poll watcher must wear an identification badge while performing his or her duties [F.S. 101.131(5)].
d. Poll watchers shall produce identification to the precinct clerk upon entering the polling place (this information will be verified against a list of designated poll watchers compiled prior to election day).
e. The Supervisor of Elections shall provide to each designated poll watcher an identification badge that identifies the poll watcher by name at the polling place.

OVER-THE-COUNTER BALLOT PICKUP AND DROP-OFF (Marisa Crispell – 464-6108)

a. In-office ballot pickup and drop-off will be available in each Supervisor of Elections Office, Monday through Friday from 8:00 am until 5:00 pm (no holidays) beginning 45 days prior to the date of the election.
b. The City/Town, pursuant to F.S. 101.657(1)(e), has opted out of conducting early voting.

VOTING EQUIPMENT AND SUPPLIES (Tim Closterman – 464-6109)

a. The Supervisor will contract with a moving company to transport the voting equipment and supplies to and from polling locations. Cost is the responsibility of the City/Town and will be billed by the Supervisor.
b. Supplies not transported by the moving company will be picked up by the precinct clerks after Clerks' Class at the Election Service Center.
c. The Supervisor will contract to have paper precinct registers for Election Day printed by a vendor and will bill the City/Town. These paper precinct registers are a "back-up system" to the electronic poll book system and will be included in the polling place supplies sent to each polling place.

Contract for Conducting Municipal Election

POLL WORKERS (Tim Closterman – 464-6110)

a. The Supervisor will recruit, assign, train, and compensate ALL poll workers. The city/town will be invoiced for these costs and reimburse the Supervisor.

b. A Deputy Sheriff will deputize the poll deputies.

c. Poll workers that are unable to work Election Day but attended class(es) will **not** be compensated for class attended (amount varies by position).

Poll Worker Pay Rates	
Precinct Clerk	$280 + $30 for classes (2) + $15 Equipment Setup = **$325**
Assistant Clerk	$230 + $20 for class (1) + $15 Equipment Setup = **$265**
Machine Manager	$210 + $10 per class (1) + $15 Equipment Setup + $10 EM Return Site = **$245**
Voting Equip. Support	$210 + $15 per class (1) + $15 Equipment Setup = **$240**
Assist. Machine Manager	$210 + $10 per class (1) = **$220**
Inspector	$200 + $10 per class (1) = **$210**
Precinct Deputy	$200 + $10 per class (1) = **$210**

POLLING PLACES (Tim Closterman – 464-6110)

a. The Supervisor will select, contract with and compensate polling places [F.S. 101.715].

b. The Supervisor will pay polling places and bill the City/Town.

c. The Supervisor will give each Precinct Clerk a cell phone to use Election Day.

d. If polling place changes are needed, the Supervisor will notify the City/Town in writing, listing the precincts and polling location changes by **5:00 p.m., Friday, February 9, 2025** (at least 30 days prior to the election).

POLLING PLACE CHANGE NOTICES (David Wise/Nicole Sokolowski – 464-4958)

a. If notices are needed, the Supervisor will provide the names and addresses of the affected voters to the vendor; **one per household, unless otherwise indicated by the city/town.**

b. The City/Town will be responsible for making all necessary arrangements with the vendor to have the notices printed and mailed, including notice design. The Supervisor will only be responsible for proofing live samples of the household address, precinct number and polling place information.

c. Notices must be mailed by **February 25, 2025** (at least 14 days prior to the election). The City/Town pays the vendor directly. The City/Town is responsible for publishing any polling place changes in a newspaper of general circulation [F.S. 101.71(2)].

Contract for Conducting Municipal Election

ELECTION NIGHT PROCEDURES (Dustin Chase – 464-4988)

a. The Supervisor will have unofficial election results modemed from the polling places to the Election Service Center.
b. The Supervisor will have the precinct scanner memory sticks, voted precinct and provisional ballots, and election supplies transported to the Election Service Center.
c. Results will be released throughout the night and posted to the Supervisor's website (VotePinellas.gov). The Supervisor will provide unofficial results on election night.
d. Campaign Signs – If candidates wish to reuse their campaign signs left at the polls on Election Day, the signs must be collected by campaign staff prior to poll workers removing and disposing of them after the polls close. It is the responsibility of the City/Town to communicate this information to their candidates.

AFTER ELECTION DAY (Ashley McKnight-Taylor – 453-7553)

a. Provisional ballots will be canvassed. All ballots accepted by the County Canvassing Board will be processed and added to the election night results to produce Official Election Results. Provisional ballots cannot be rejected until after the deadline for provisional ballot voters to provide written proof of eligibility [F.S. 101.048].
b. The County Canvassing Board will certify the election results and will provide a Certificate of Election to the City/Town (ONE Certificate of Election will include all elections held on the same day). This document will be provided to the City/Town via email after the County Canvassing Board certifies the official election results.
c. The County Canvassing Board will conduct a post-election automated audit in accordance with F.S. 101.591 and Division of Elections Administrative Rule 1S-5.026. The Supervisor will post the required post-election audit notices to the Supervisor's website and at each election office. The Supervisor will post the final post-election audit report to the Supervisor's website.
d. Election materials will remain sealed at the Election Service Center for ten days after certification of the election. The City/Town will be notified when all election materials are ready to be picked up.

DATA ORDERS (David Wise/Nicole Sokolowski – 464-4958)

The City/Town is to place data orders directly with an IT staff member by contacting (727) 464-4958 or SOEIT@VotePinellas.gov.

VOTER HISTORY (David Wise/Nicole Sokolowski – 464-4958)

When voter history is completed, the City/Town may download the current voter registration file at VotePinellas.gov, which includes voter history for this and any past elections.

Contract for Conducting Municipal Election

ELECTION COSTS (Susan Morse – 464-6108)

a. In addition to specific costs noted in this contract, the City/Town will pay an administration fee of 40 cents per registered voter; the minimum charge is $400.

b. The City/Town will be provided an invoice based on election cost estimates. Payment must be received no later than **5:00 p.m., December 31, 2024.** After the election, based on actual election costs, the Supervisor will reimburse the City/Town for unused funds or provide the City/Town with an invoice for additional costs incurred.

By affixing their signatures hereto, the parties acknowledge each to the other that they have full authority to enter this Contract.

APPROVED:

OFFICE OF THE PINELLAS COUNTY SUPERVISOR OF ELECTIONS

Print name:_____

Title:_____

Date:_____

APPROVED:

☐ Mayor ☐ MUNICIPAL CLERK

Print name: Panagiotis Koulias

Date:_____

APPROVED AS TO FORM:

OFFICE OF THE PINELLAS COUNTY ATTORNEY

Print name:_____

Title:_____

Date:_____

REVIEWED AND APPROVED:

CITY/TOWN ATTORNEY

Print name: Andrew Dickman

Date:_____

ATTEST TO:

☐ OFFICE OF THE CITY OF TARPON SPRINGS

Print name: Irene S. Jacobs

Title:_____

Date:_____

Project Administration Department

324 East Pine Street
Tarpon Springs FL 34689
(727) 942-5638

Memorandum

Date: December 4, 2024

To: Mayor, Board of Commissioners, and City Manger

Through: Jeffrey Young, Chief of Police *JPY*

From: P.J. Harbert, Grant Project Specialist

Subject: Drug Recognition Expert (DRE) Call-Out Agreement Project Number M5OT-2025-00230, DOT Contract Number G3357

Recommendation
Approval is recommended for the Tarpon Springs Police Chief to sign a standard Grant Agreement between the Institute of Police Technology and Management and the City of Tarpon Springs in coordination with the Florida Department of Transportation to provide funding up to $3000.00 for reimbursement of overtime expenses for Drug Recognition Experts conducting investigations for Driving Under the Influence as part of the highway safety subgrant program.

Summary
Through the proposed agreement, FDOT has agreed to reimburse Tarpon Springs Police up to $3000.00 for overtime costs incurred for the performance and immediate documentation of qualified drug influence evaluations related to possible violations of Florida Statute 316.193, Driving Under the Influence.

The City Attorney has reviewed this agreement.

The agreement document is attached.

Docusign Envelope ID: 50D0828B-CB80-46FE-90EA-7712660CF1E9

DRUG RECOGNITION EXPERT CALL-OUT
OVERTIME REIMBURSEMENT CONTRACT SPECIFICATIONS

Contract Cost

Total not to exceed $ 3,000.00

Period of Performance

Date of execution to September 30, 2025

Purpose and Scope

To reimburse Florida law enforcement agencies for the overtime costs incurred for the performance and immediate documentation of qualified drug influence evaluations related to possible violations of Florida Statute 316.193, Driving Under the Influence

Agency Requirements

The agency may be reimbursed for the actual, fully burdened overtime costs incurred for the qualified drug influence evaluations performed on overtime status by certified Drug Recognition Experts (DREs) employed by the agency.

- A qualified drug influence evaluation shall be one that is:
    - Conducted by a certified Drug Recognition Expert (DRE) employed by the agency at the time of the evaluation.
    - Conducted on overtime status.
    - Conducted in compliance with accepted DRE protocols.

For each qualified drug influence evaluation for which overtime reimbursement is requested, the DRE is required to:

- Report the evaluation to the Florida DRE Coordinator by submitting the required information for invoicing via the online platform, the Integrated Program Activity Submission System (iPASS).
- Enter the evaluation into the DRE National DRE Data System (NDDS)

Only overtime costs directly associated with the response to, performance of, and documentation of drug influence evaluations as a result of possible violations of Florida Statute 316.193, Driving Under the Influence, are eligible for reimbursement.

The agency will NOT be reimbursed for unallowable costs, including but not limited to the following:

- Work hours that occurred outside of the contract's period of performance.

- Regular work hours (straight time).
- Work hours for which the agency is reimbursed through other funding sources, including a subgrant with the Florida Department of Transportation (FDOT) or other state or federal funds.
- Work hours of personnel that do not possess an active certification as a Drug Recognition Expert (DRE) at the time of the occurrence.
- Work hours related to depositions, court appearances, or other legal proceedings.
- Work hours related to DRE program administration or training.
- Work hours related to prisoner transport, crash investigations, or other law enforcement activities that are not directly associated with the response to, performance of, and documentation of drug influence evaluations as a result of possible violations of Florida Statute, 316.193, Driving Under the Influence.
- Costs that are in excess of the remaining funding available under this agreement
- Transportation, materials, or other expense costs.

Compensation and Invoicing

The agency must submit invoices to the Institute of Police Technology and Management (IPTM) requesting reimbursement of qualified overtime costs. One all-inclusive invoice per pay period is preferred; however, if not submitted on a pay period basis, invoices must be submitted at least monthly for months in which qualified, reimbursable overtime activities took place.

Invoices shall be submitted via the online platform, the Integrated Program Activity Submission System (iPASS). Each invoice shall be accompanied by the following documentation:

- Drug Influence Evaluation face sheet(s) for each included evaluation
- Payroll documentation that clearly indicates that the hours worked conducting a drug influence evaluation under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, the Institute of Police Technology and Management can only reimburse for an amount up to the total costs incurred for the overtime worked; therefore, the contracting agency must include either a pay stub or payroll ledger documentation indicating payment to each officer for which reimbursement is requested. It is the responsibility of the agency to redact any personally identifiable information (PII) such as social Security numbers prior to submission.

Invoices and required documentation should be submitted via the online platform, the Integrated Program Activity Submission System (iPASS).

Overtime pay rate for personnel shall be based on the actual cost per employee in accordance with the agency's payroll policy. Each agency shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment

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and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the agency, as required by 2 CFR 200.403©. Additional hours may be called overtime, call-out, off duty, extra, additional, etc.

As part of the "fully burdened" overtime costs, the agency can be reimbursed for the additional benefit paid on the overtime worked. These benefit costs must be additional costs incurred specifically as a result of the overtime being reimbursed. These benefits may include the associated portions of FICA (Social Security and Medicare), Worker's Compensation, Retirement benefits, and fixed shift differential costs. Prorated portions of leave accrual, health/life insurance, uniform allowance, vehicle usage, salary incentive, and other standard benefits cannot be reimbursed as they are not additional costs incurred specifically as a result of the overtime worked.

A final invoice must be received by October 10, 2025, or payment will be forfeited.

Designated Signatory Authority

NAME	TITLE
Paulette Harbert	Grant Project Specialist
Ron Harring	Finance Director

Agreement Expiration and Termination

The Drug Recognition Expert Overtime Call-out Reimbursement Agreement will expire on September 30, 2025, or when the total funding available in the agreement has been exhausted, whichever comes first.

By written notice to the agency, IPTM may terminate this agreement prior to the above listed expiration if the agency fails to comply with the terms, conditions, or requirements of this agreement, the applicable sections of Part V: Acceptance and Agreement of Project M5OT-2025-00230, Contract G3357, any other FDOT subgrant project awarded to the agency, or the evaluation and reporting protocols of Florida's Drug Evaluation and Classification Program.

This agreement shall be effective on the date that the last party signs below.

University of North Florida Training & Services Institute, Inc.
d/b/a Institute of Police Technology and Management

_____
Vince Smyth, Associate Vice President

_____
Date

City of Tarpon Springs Police Department

_____
Jeff Young, Chief of Police

_____
Date

_____
Agency Federal ID No.

CONTRACTUAL SERVICES AGREEMENT
REVIEWED AND APPROVED

DocuSigned by:
Chris Craig 11/25/2024 | 6:42 PM EST
B67DFADA5D7C464...
TRAFFIC SAFETY ADMINISTRATOR DATE

Rev. 10.2025

Attachment

FY2025 - Subcontract Agreement Required Federal Clauses, Per Part V

i. The parties to this subcontract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project **# Error! Reference source not found.**5-00230. A final invoice must be received by October 10, 2025 or payment will be forfeited.

ii. **Buy American Act.** The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

iii. **Certification Regarding Federal Lobbying.** The subcontractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

iv. **Cooperation with the Inspector General.** It is the duty of every subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S.

v. **DBE Assurance**. The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

vi. **E-Verify**. Any subcontractors performing work or providing services pursuant to the subgrant agreement are required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

vii. **Nondiscrimination**. During the performance of this subcontract, the Subcontractor agrees:

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time

2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein

3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, or NHTSA

4. That, in the event a Subcontractor fails to comply with any nondiscrimination provisions in this subgrant, the Subrecipient will have the right to impose such subgrant sanctions as it or NHTSA determines are appropriate, including but not limited to withholding payments to the Subcontractor under the contract/agreement until the Subcontractor complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part.

viii. **Clean Air Act and Federal Water Pollution Control Act**. Subcontracts for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

ix. **Integrity Certification**. The Subcontractor certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subcontractor shall provide to the Department immediate written notice if at any time the Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

x. **Contract Work Hours and Safety Standards Act**. All subcontracts in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

xi. **Indemnification and Insurance**. To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subcontractor shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's

officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

xii. **Policy on Banning Text Messaging While Driving Act**. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subcontractors are encouraged to:

Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government.

Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.

Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

xiii. **Human Trafficking**. The Subcontractor agrees that it and its employees that perform any work on the subcontract shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the subcontract.

xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** The Subcontractor agrees to take the following affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus are used when possible:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

xv. **Termination for Convenience**. In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the

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other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

Project Administration Department

324 East Pine Street
Tarpon Springs FL 34689
(727) 942-5638

Memorandum

Date: October 23, 2024

To: Mayor, Board of Commissioners, and City Manager

Through: Jeffrey Young, Chief of Police

From: P.J. Harbert, Grant Project Specialist

Frank Ruggiero, Assistant Chief of Police

Subject: Florida Department of Transportation Subgrant for Highway Traffic Safety Project CPG-2025-City of Ta-00186

Recommendation
Approval is recommended for the Mayor or his/her designee per City resolution to execute a Subgrant Agreement for Highway Traffic Safety with the Florida Department of Transportation in the amount of $30,000.00 for the purpose of funding overtime for three officers for Saturation Patrols and Driving Under the Influence (DUI) Enforcement. This is a pass-through grant that is funded from the National Highway Traffic Safety Administration to the Florida Department of Transportation.

Summary
Through the proposed subgrant agreement, the Florida Department of Transportation has agreed to partner with the City to fund overtime pay for three officers to conduct Saturation Patrols and Driving Under the Influence Enforcement for the City of Tarpon Springs. This agreement provides $30,000.00 of funding with no match required.

This agreement will be in effect from 10/01/2024-09/30/2025.

The agreement document is attached.

The City Attorney has reviewed this document.

Project Administration Department

324 East Pine Street
Tarpon Springs FL 34689
(727) 942-5638

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Date: October 23, 2024

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

For FDOT Use Only **Project Number:** AL-2025-00186	**FDOT Contract Number:** G3711
Federal Funds Awarded: $30,000	**FDOT UEI Number:** RFKGNHR7ZH37
Subgrant Award (Start) Date:	**Subgrant End Date:** 09/30/2025

Part I: GENERAL ADMINISTRATIVE INFORMATION

1. Project Title: Tarpon Springs Saturation Patrol and DUI Enforcement
2. Federal Funding: $30,000 Match: $0 Total Cost: $30,000

3. Subrecipient Agency:		4. Implementing Agency:	
Agency Name:	City of Tarpon Springs	Agency Name:	Tarpon Springs Police Department
Address:	324 East Pine Street	Address:	444 South Huey Ave
City:	Tarpon Springs	City:	Tarpon Springs
State:	Florida	State:	Florida
Zip:	34689	Zip:	34689

5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 59-6000437 030

6. Federal Unique Entity Identifier (UEI) Number: Q41BMMTPYN93

7. Chief Financial Officer:		8. Project Director: **(Can not receive any benefit under this subgrant)**	
Name:	Ron Harring	Name:	Paulette Harbert
Address:	324 East Pine Street	Address:	324 East Pine Street
Address 2:	324 East Pine Street		
City:	Tarpon Springs	City:	Tarpon Springs
State:	Florida	State:	Florida
Zip:	34689	Zip:	34689
Telephone:	(727) 938-3711	Telephone:	(330) 207-0098
E-mail:	rharring@ctsfl.us	E-mail:	pharbert@ctsfl.us

9. Financial Reimbursement Contact:		10. Project Activity Contact:	
Name:	Ron Harring	Name:	Steve Gassen
Title:	Finance Director	Title:	Police Officer
Telephone:	(727) 938-3711	Telephone:	(727) 938-3711
E-Mail:	rharring@ctsfl.us	E-Mail:	sgassen@tspd.us

11. Payment Remittance Address:

Name:	City of Tarpon Springs
Address:	324 East Pine Street
City:	Tarpon Springs
State:	Florida
Zip:	34689

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the Project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

1. Statement of the Problem:

According to Signal4Analytics.com, the State of Florida had 1505 serious injury crashes and 1230 fatal crashes because of impaired driving in 2021. Those numbers decreased to 1257 and 1043 in 2022 respectively while further declining to 1089 and 633 in 2023. Seriously injured crashes (because of impaired driving) declined by 27% between 2021 to 2023 across the state, while fatal crashes declined by a whopping 48% during the same time. It should be noted these numbers were accurate as of 01/31/2024.

Locally, the State of Florida and Pinellas County both show decreasing numbers of serious injury and fatal impaired driving crashes. Tarpon Springs has remained relatively the same in the number of crashes for the same. Pinellas County had 126 serious injury crashes from impaired driving in 2021, with that number decreasing to 48 in 2022 and 9 in 2023. Serious injury crashes declined over by 92% from 2021 to 2023. Regarding fatalities, Pinellas County saw 46 in 2021, 34 in 2022, and 4 in 2023, resulting in a 91% decline.

Tarpon Springs, however, has remained fairly the same for both statistics between 2021 to 2023. For serious injury crashes, the city had three fatalities in 2021, two in 2022, and three in 2023. For 2021 and 2022, there was one fatality each year as well. In 2023, there were no fatalities. Tarpon Springs does operate on a mutual aid agreement with the Pinellas County Sheriff's Office; therefore, these types of saturation patrols and concentrated Driving Under the Influence (DUI) enforcement are beneficial to both the city and county to keep the number of impaired driving injuries and fatalities as low as possible.

Although impaired driving numbers have decreased across Florida, it is necessary to point out that law enforcement needs to remain vigilant to maintain these declining numbers by continuing saturation patrols and DUI enforcement. Tarpon Springs Police remains committed to keeping the number of serious injuries and fatal crashes low because of impaired driving low and wishes to fund a monthly a saturation patrol and DUI enforcement.

2. Proposed Solution:

The Tarpon Springs Police Department (the Department) would like to implement the following strategies and solutions to continue combatting the number of Impaired Driving crashes and fatalities within the city:

The Department will use the funding for overtime pay for three (3) officers for six (6) hours each one (1) time a month for twelve (12) months to conduct Saturation Patrols and focused DUI Enforcement (a total of 36 hours monthly) within city limits to enhance the level of monitoring of impaired drivers by Tarpon Springs police officers. Using these saturation patrols, officers hope to increase the number of impaired driving traffic stops conducted while also decreasing the number of impaired driving crashes, especially those resulting in serious injuries and fatalities. These saturation patrols and DUI enforcements will be highly visible to further discourage impaired driving within Tarpon Springs.

As outlined in the National Highway Traffic Safety Administration's (NHTSA) Countermeasures That Work, 11th Edition, with social media, the Department will continue educating the public on the consequences of impaired driving while also hopefully deterring those who may be otherwise inclined to operate a motor vehicle while impaired. Deterrence and community outreach are the countermeasures that the Department feels will best serve the community of our size and demographics.

3. Project Objectives:

a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.

b. Strive to decrease impaired driving crashes and fatalities countywide by 3% when compared to the 10/01 to 06/30 period from the previous year.

c. Conduct at least 1 impaired driving high visibility overtime enforcement operations per month.

d. Participate in the Drive Sober or Get Pulled Over campaign through impaired driving overtime enforcement operations and educational/community activities.

e. Conduct a minimum of 3 educational/community outreach events to increase impaired driving awareness during the project period and provide details.

f. Provide impaired driving information and education to the public through the use of multimedia outlets (i.e., message boards, local media outlets, social media, press releases, printed materials, etc.) at least 3 times during the project period.

4. Evaluation:

a. Enforcement activity start date.

b. Impaired driving crashes and fatalities are reduced by 3% countywide, when compared to the 10/01 to 06/30 timeframe from the previous year.

c. Number of impaired driving high visibility overtime enforcement operations conducted per month.

d. Number of impaired driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Drive Sober or Get Pulled Over campaign.

e. Detail all educational/community outreach events conducted or participated in to increase impaired driving awareness during the project period.

f. Number of instances that impaired driving information and education is provided to the public through the use of multimedia outlets during the project period.

Part III: PROJECT DETAIL BUDGET

Project Title: Tarpon Springs Saturation Patrol and DUI Enforcement

Project Number: AL-2025-00186

FDOT Contract Number: G3711

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services					
Overtime Salary and Benefits	Overtime Salary and Benefits for law enforcement officers, benefits to include FICA (Social Security and Medicare), Retirement.	$30,000	$0	$30,000	No
	Subtotal:	**$30,000**	**$0**	**$30,000**	
B. Contractual Services					
	Subtotal:	**$0**	**$0**	**$0**	
C. Expenses					
	Subtotal:	**$0**	**$0**	**$0**	
D. Equipment Costing $10,000 or More					
	Subtotal:	**$0**	**$0**	**$0**	
E. Indirect Cost					
%		$0		$0	
	Subtotal:	**$0**		**$0**	
	Total Cost of Project:	**$30,000**	**$0**	**$30,000**	

Part IV: PERFORMANCE REPORT

Project Title: Tarpon Springs Saturation Patrol and DUI Enforcement

Project Number: AL-2025-00186

FDOT Contract Number: G3711

Minimum Performance Standards The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted impaired driving enforcement
4. Conduct impaired driving high visibility enforcement (HVE) operations.
5. Conduct and/or participate in outreach/educational event/activities for impaired driving.
6. Disseminate impaired driving information and education to the public using either message boards, local media outlets, social media, and/or press releases during this claim period.
National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)
1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "Department"), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or Federal law.

   In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this Agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. **Audit.** The administration of resources awarded through the Department to the Subrecipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.

   (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

   (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

      i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

      ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).

iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

    1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;
    2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
    3. Wholly or partly suspend or terminate the Federal award;
    4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
    5. Withhold further Federal awards for the Project or program; and/or
    6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and Project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

    Office of Comptroller, MS 24
    605 Suwannee Street
    Tallahassee, Florida 32399-0450
    FDOTSingleAudit@dot.state.fl.us

    The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, Section 215.97, F. S., and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation and the Comptroller General of the United States, or their designees.

(d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's and NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. **Offsets.** If, after Agreement completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. **Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2015-0065) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

   The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

   Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

   To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

5. **Clean Air Act and Federal Water Pollution Control Act.** Subgrant agreements for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1389) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of $150,000.

6. **Code of Conduct.** The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

   (a) The Subrecipient agrees to the following disclosures:

      i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.

      ii. NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

      iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

7. **Conferences and Inspection of Work.** Conferences may be held at the request of any party to this Agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

8. **Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this Agreement in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Debarment and Suspension.** No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. **Disadvantaged Business Enterprises (DBE).**

   (a) The Subrecipient agrees to the following assurance:

   The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

   (b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

11. **Methods of Procurement.** Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

    (a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

    (b) Affirmative steps must include:

    (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

    (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

    (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

    (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

    (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

    (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

    For purposes of this section:

    (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

    (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. **Equal Employment Opportunity.** No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

    In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

15. **No Federal Obligation**. This Agreement is financed by federal funds. However, payments to the subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.
16. **Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
    (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), 49 CFR part 21, and 28 CFR 50.3;
    (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
    (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);
    (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
    (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
    (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally-funded or not);
    (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
    (h) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
    (i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100);
    (j) Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government by ensuring that equity is advanced across the Federal Government;
    (k) Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation by ensuring that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation; and
    (l) Nondiscrimination Clause.

    During the performance of this subgrant, the Subrecipient agrees:

    (a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
    (b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;
    (c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT or NHTSA;
    (d) That, in event a Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
    (e) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program.

17. **Ownership of Data and Creative Material.** The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

    The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

    The Federal Government has the right to:

    (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

    (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. **Political Activity.** The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

    (1) Procure or obtain;

    (2) Extend or renew a contract to procure or obtain; or

    (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20. **Property Accountability.** The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this Agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

21. **Restrictions on Lobbying.** The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

    (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

        i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

        ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

        iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

        iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

22. Termination and Suspension.

(a) **Generally**. If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.

(b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

(c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

23. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

24. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

25. Title VII - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

26. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

27. Integrity Certification. By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

28. Federal Encouragements.

(a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

(b) **Policy on Banning Text Messaging While Driving**. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and

iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

(a) **Section 287.133 (2)(a), F.S.** 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

(c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this Agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

(a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Agreement; and

(b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

(c) Shall adhere to the requirements in Section 448.095, F.S.

34. Indemnification and Insurance.

(a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

(b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."

(c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Subrecipient shall ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this Agreement specifically agree that no provision in this Agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

MISCELLANEOUS PROVISIONS

40. **Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
    i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
    ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
    iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
41. **Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
42. **Department Not Obligated to Third Parties**. The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
43. **Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
44. **When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
45. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
46. **Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
47. **Bonus or Commission.** By execution of this Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
48. **Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:

    Florida Department of Transportation
    Attn: Traffic Safety Administrator
    State Safety Office, MS 53
    605 Suwannee Street
    Tallahassee, Florida 32399-0450
49. **Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
50. **Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
51. **Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

52. **Agreement not Assignable.** The Subrecipient may not assign any of its rights or obligations under this Agreement.

GRANT MANAGEMENT

53. **Amendments.** The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

54. **Disputes and Appeals.** Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

55. **Equipment.** Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.

(a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.

(b) **Equipment Costing $10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of $10,000 or more per unit shall be subject to the following requirements:

i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.

ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.

(c) **Disposition of Equipment Costing $10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.

(d) **Disposition of Equipment Costing Less than $10,000.** Equipment that does not meet the unit purchase price threshold of $10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.

(e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

(f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 200.313. The Subrecipient must use the equipment for the authorized purposes of the Project, whether or not the Project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this Project or for other uses authorized by USDOT.

56. **Expense Purchases for $200 or more:** Any office, training, communication, or computer supplies (including computers) with a per item unit cost of $200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

57. **Excusable Delays.** Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

    Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

    If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

58. **How this Agreement is Affected by Provisions Being Held Invalid.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

59. **Ineligibility for Future Funding.** The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

    (a) Failure to provide the required audits;

    (b) Failure to provide required performance and final narrative reports in the required time frame;

    (c) Failure to perform work described in Part II of this Agreement;

    (d) Failure to provide reimbursement requests and performance reports in the required time frame;

    (e) Providing fraudulent performance reports or reimbursement requests; or

    (f) Misuse of equipment purchased with Federal highway safety funds.

60. **Performance.** In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the Project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

61. **Personnel Hired or Paid Under this Agreement.**

    (a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.

    (b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.

(c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.

(d) **Overtime.**

i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.

ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

62. Reports. The following reports are required for reimbursement of subgrant funding:

(a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.

(b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.

(c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.

(d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

63. Term of this Agreement. This Agreement shall begin on the date the last party signs and shall end on September 30, unless otherwise stipulated by the FDOT State Safety Office on the first page of this respective subgrant agreement. In the event this Agreement is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

64. Travel.

(a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers.*

(b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by the Governor's Executive Order or other guidance; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.

(c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:

i. Purchase of airfare;

ii. Travel to conference;

iii. Travel which includes a registration fee;

iv. Out-of-subgrant-specified work area travel; or

v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

(d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed $225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of $225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the $225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply.

(e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.

(f) **Rental Vehicles**. Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

65. Vehicles. Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

66. Allowable Costs. The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this Agreement shall be allowable.

67. Subcontract Agreements.

(a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.

(b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:

i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);

ii. Total contract amount;

iii. Scope of work/Services to be provided;

iv. Quantifiable, measurable, and verifiable units of deliverables;

v. Minimum level of service to be performed and criteria for evaluating successful completion;

vi. Budget/Cost Analysis; and

vii. Method of compensation/Payment Schedule.

(c) **Additional Required Clauses.**

i. **All subcontract agreements shall contain the following statement**:
"The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert Project number). A final invoice must be received by (insert date) or payment will be forfeited."

ii. **Buy American Act Clause** *(see Section 4 of Part V)*

iii. **Certification Regarding Federal Lobbying** *(see Section 21 of Part V)*

iv. **Cooperation with Inspector General** *(see Section 32 of Part V)*

v. **DBE Clause** *(see Section 10 of Part V)*

vi. **E-Verify Clause** *(see Section 33 of Part V)*

vii. **Nondiscrimination Clause** *(see Section 16 of Part V)*

viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of $150,000) *(see Section 5 of Part V)*

ix. **Integrity Certification Clause** *(see Section 27 of Part V)*

x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of $100,000) *(see Section 8 of Part V)*

xi. **Indemnification and Insurance** *(see Section 34 of Part V)*

xii. **Policy on Banning Text Messaging While Driving Act** *(subcontracts in excess of $15,000) (see Section 28 of Part V)*

xiii. **Human Trafficking Clause** *(see Section 23 of Part V)*

xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** *(see Section 12 of Part V)*

xv. **Termination for Convenience** *(see Section 22 of Part V)*

68. **Indirect Costs**. Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200 and the Subrecipients federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.
69. **Obligation of Subgrant Funds.** Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this Agreement period. Only Project costs incurred on or after the effective date and on or prior to the end date of this Agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.
70. **Procedures for Reimbursement.**

    (a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).

    (b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report. **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

    (c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

    The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

    Listed below are types and examples of supporting documentation:

    i. **Personnel Services.**

        a. **Salaries**: Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay can be submitted. If this document does not reflect the information needed, the Subrecipient shall submit additional pay documentation in a timely manner when requested.

b. **Fringe Benefits**: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.

iii. **Expenses.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.

v. **Equipment Costing $10,000 or More.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

(d) **Non-Aligned Purchases Pre-Approval Requirement**: Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th). A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received, can a purchase be made.

(e) **Frequency and Deadlines for Submission.**

i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner may result in this Agreement being terminated.

ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of this Agreement period. Such a request should be distinctly identified as **Final**.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 following the end of this Agreement period.

(f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.

(g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of $10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

(h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.

(i) **Artificial Intelligence (AI) Reimbrsement**. Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.

(j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.

(k) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

(l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.

(m) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

(n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

v. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

71. **Tracking and Retention of Financial Records.** The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and Projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

72. **Program Income.** Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.

73. **Registration for Attendance.** No activities funded under this Agreement shall charge a registration fee for attendance.

74. **Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this Project shall be disbursed in accordance with the provisions of the Project Detail Budget as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

75. **Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.

76. **Enforcement.**

(a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.

(b) **Aircraft Enforcement**. Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.

(c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.

(d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.

(e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.

High Visibility Enforcement is defined as:

Intense: Enforcement activities are over and above what normally takes place.

Frequent: Enforcement occurs often enough to create general deterrence.

Visible: A majority of the public sees or hears about the enforcement.

Strategic: Enforcement targets high-risk locations during high-risk times.

(f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.

(g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.

(h) **Impaired Driving Enforcment.**

i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.

ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving moblizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.

iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:

a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;

b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;

c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;

d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;

e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or

f. Be an active certified Drug Recognition Expert (DRE).

(i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.

(k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving moblization for Operation Southern Slow Down.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(l) **Teen Safe Driving Enforcment.**

i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am.aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations.The FDOT State Safety Office reserves the right to request a copy of any subgrant funded Computer Aided Report (CAD).

ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

77. Public Service Announcements, Marketing, and Advertisements.

(a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.

(b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

i. What program/policy the paid media is supporting;

ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol;

iii. The amount allocated for paid media;

iv. Anticipated creative costs associated with the paid media; and

v. The measures that will be used to assess message recognition and penetration of the target audience.

(c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT", or FDOT logo, "Brought to you by ...." or "Provided by ..." may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.

(d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this Agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

78. Public Information and Education Items. Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

(a) What public information or educational item is being requested;

(b) What program/policy is the item supporting;

(c) Who the target audience is;

(d) How the item will be distributed;

(e) Estimated unit cost(s) for the item; and

(f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the Project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation or Funded by FDOT" shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

79. Publication and Printing of Observational Surveys and Other Reports.

(a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.

(b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.

(c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:

i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.

ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

80. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

81. Special Conditions.

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this Agreement are as follows:

CFDA Number and Title:

- ☑ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program, Federal Lands Highway Program)

***Federal Funds Awarded:** $30,000

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 0%

****Award is for R&D:** No

*The federal award amount may change with supplemental agreements
**Research and Development as defined at 2 CFR §200.87

Federal resources awarded pursuant to this Agreement are subject to the following audit requirements:

(a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this Agreement may also be subject to the following:

(a) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov

(b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Award Identification Number (FAIN):	FAIN Award Date:
69A37522300004020FL0	05/16/2022

Project Title: Tarpon Springs Saturation Patrol and DUI Enforcement

Project Number: AL-2025-00186

FDOT Contract Number: G3711

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For FDOT Use Only)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Authorized FDOT State Safety Office Representative

Date: _____
Date Signed

Reviewed for the Florida Department of Transportation:

By: _____
Authorized FDOT Attorney

Date: _____
Date Signed

SUBRECIPIENT

By: _____
Signature of Authorized Representative

Name: _____
Authorized Representative's Name Printed

Title: _____
Authorized Representative's Title Printed

Date: _____
Date Signed

IMPLEMENTING AGENCY

By: _____
Signature of Authorized Representative

Name: _____
Authorized Representative's Name Printed

Title: _____
Authorized Representative's Title Printed

Date: _____
Date Signed

NOTE: These signatures are the only recognized authorized representatives for this Agreement, unless delegation is granted in writing.

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "Department"), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or Federal law.

   In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this Agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. **Audit.** The administration of resources awarded through the Department to the Subrecipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.

   (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

   (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

      i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).

iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;

2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate the Federal award;

4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);

5. Withhold further Federal awards for the Project or program; and/or

6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and Project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, Section 215.97, F. S., and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

ix. The Subrecipient, when submitted financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation and the Comptroller General of the United States, or their designees.

(d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's and NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. **Offsets.** If, after Agreement completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. **Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2015-0065) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

5. **Clean Air Act and Federal Water Pollution Control Act.** Subgrant agreements for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1389) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of $150,000.

6. **Code of Conduct.** The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

    a. The Subrecipient agrees to the following disclosures:

        i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.

        ii. NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

        iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

7. **Conferences and Inspection of Work.** Conferences may be held at the request of any party to this Agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

8. **Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this Agreement in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Debarment and Suspension.** No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the

OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. Disadvantaged Business Enterprises (DBE).

(a) The Subrecipient agrees to the following assurance:

The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

11. Methods of Procurement. Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

(a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. Domestic Preference for Procurements. As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel,

cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. **Equal Employment Opportunity.** No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

15. **No Federal Obligation**. This Agreement is financed by federal funds. However, payments to the Subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.

16. **Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination (‘‘Federal Nondiscrimination Authorities’’). These include but are not limited to:

(a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), 49 CFR part 21, and 28 CFR 50.3;

(b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and Projects);

(c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);

(d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

(e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

(f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of

1973, by expanding the definition of the terms ‘‘programs or activities’’ to include all of the programs or activities of the Federal aid recipients, Subrecipient’s and contractors, whether such programs or activities are Federally-funded or not);

(g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

(h) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

(i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100);

(j) Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government by ensuring that equity is advanced across the Federal Government;

(k) Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation by ensuring that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation; and

(l) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

(a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

(b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;

(c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT or NHTSA;

(d) That, in event a Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

(e) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program.

17. Ownership of Data and Creative Material. The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

The Federal Government has the right to:

(1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. **Political Activity.** The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

    (1) Procure or obtain;

    (2) Extend or renew a contract to procure or obtain; or

    (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20. **Property Accountability.** The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this Agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

21. **Restrictions on Lobbying.** The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

    (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

        i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

        ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions;

        iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

        iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

    (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* ‘‘grassroots’’) lobbying activities, with one exception. This does not preclude a State official whose salary is

supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

22. Termination and Suspension.

(a) **Generally**. If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.

(b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

(c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

23. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

24. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

25. Title VII - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

26. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

27. Integrity Certification. By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient

learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

28. Federal Encouragements.

(a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

(b) **Policy on Banning Text Messaging While Driving**. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and

iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

(a) **Section 287.133 (2)(a), F.S.** 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

(c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this Agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

(a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Agreement; and

(b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

(c) Shall adhere to the requirements in Section 448.095, F.S.

34. Indemnification and Insurance.

(a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

(b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."

(c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Subrecipient shall ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. **Responsibility for Claims and Liability.** To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

    The parties executing this Agreement specifically agree that no provision in this Agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

37. **Restrictions on Lobbying.** No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. **Retention of Records.** The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. **Tangible Property.** Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

MISCELLANEOUS PROVISIONS

40. **Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

    i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.

    ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.

    iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.

41. **Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

42. **Department Not Obligated to Third Parties**. The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

43. **Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

44. **When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

45. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

46. **Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.

47. **Bonus or Commission.** By execution of this Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

48. **Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:

    Florida Department of Transportation
    Attn: Traffic Safety Administrator
    State Safety Office, MS 53
    605 Suwannee Street
    Tallahassee, Florida 32399-0450

49. **Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

50. **Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.

51. **Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

52. **Agreement not Assignable.** The Subrecipient may not assign any of its rights or obligations under this Agreement.

GRANT MANAGEMENT

53. **Amendments.** The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

54. **Disputes and Appeals.** Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

    Florida Department of Transportation
    Attn: Traffic Safety Administrator
    State Safety Office, MS 53
    605 Suwannee Street
    Tallahassee, Florida 32399-0450

    Florida Department of Transportation
    Attn: Governor's Highway Safety Representative
    State Safety Office, MS 53
    605 Suwannee Street
    Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

55. Equipment. Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.

(a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.

(b) **Equipment Costing $10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of $10,000 or more per unit shall be subject to the following requirements:

i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.

ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.

(c) **Disposition of Equipment Costing $10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.

(d) **Disposition of Equipment Costing Less than $10,000.** Equipment that does not meet the unit purchase price threshold of $10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.

(e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

(f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 200.313. The Subrecipient must use the equipment for the authorized purposes of the Project, whether or not the Project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this Project or for other uses authorized by USDOT.

56. Expense Purchases for $200 or More: Any office, training, communication, or computer supplies (including computers) with a per item unit cost of $200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

57. Excusable Delays. Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were

obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

58. **How this Agreement is Affected by Provisions Being Held Invalid.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

59. **Ineligibility for Future Funding.** The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

    (a) Failure to provide the required audits;

    (b) Failure to provide required performance and final narrative reports in the required time frame;

    (c) Failure to perform work described in Part II of this Agreement;

    (d) Failure to provide reimbursement requests and performance reports in the required time frame;

    (e) Providing fraudulent performance reports or reimbursement requests; or

    (f) Misuse of equipment purchased with Federal highway safety funds.

60. **Performance.** In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the Project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

61. **Personnel Hired or Paid Under this Agreement.**

    (a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.

    (b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.

    (c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.

(d) **Overtime.**

i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.

ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

62. Reports. The following reports are required for reimbursement of subgrant funding:

(a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.

(b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.

(c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.

(d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

63. Term of this Agreement. This Agreement shall begin on the date the last party signs and shall end on September 30, unless otherwise stipulated by the FDOT State Safety Office on the first page of this respective subgrant agreement. In the event this Agreement is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this

paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

64. Travel.

(a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers.*

(b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by the Governor's Executive Order or other guidance; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.

(c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:

i. Purchase of airfare;

ii. Travel to conference;

iii. Travel which includes a registration fee;

iv. Out-of-subgrant-specified work area travel; or

v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

(d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed $225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of $225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the $225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply.

(e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.

(f) **Rental Vehicles**. Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

65. Vehicles. Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

66. Allowable Costs. The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this Agreement shall be allowable.

67. Subcontract Agreements.

(a) **Requirement for Pre-Approval**. All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.

(b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include as a minimum the following information:

i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);

ii. Total contract amount;

iii. Scope of work/Services to be provided;

iv. Quantifiable, measurable, and verifiable units of deliverables;

v. Minimum level of service to be performed and criteria for evaluating successful completion;

vi. Budget/Cost Analysis; and

vii. Method of compensation/Payment Schedule.

(c) Additional Required Clauses.

i. **All subcontract agreements shall contain the following statement**:
"The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert Project number). A final invoice must be received by (insert date) or payment will be forfeited."

ii. **Buy American Act Clause** *(see Section 4 of Part V)*

iii. **Certification Regarding Federal Lobbying** *(see Section 21 of Part V)*

iv. **Cooperation with Inspector General** *(see Section 32 of Part V)*

v. **DBE Clause** *(see Section 10 of Part V)*

vi. **E-Verify Clause** *(see Section 33 of Part V)*

vii. **Nondiscrimination Clause** *(see Section 16 of Part V)*

viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of $150,000) *(see Section 5 of Part V)*

ix. **Integrity Certification Clause** *(see Section 27 of Part V)*

x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of $100,000) *(see Section 8 of Part V)*

xi. **Indemnification and Insurance** *(see Section 34 of Part V)*

xii. **Policy on Banning Text Messaging While Driving Act** *(subcontracts in excess of $15,000) (see Section 28 of Part V)*

xiii. **Human Trafficking Clause** *(see Section 23 of Part V)*

xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** *(see Section 12 of Part V)*

xv. **Termination for Convenience** *(see Section 22 of Part V)*

68. Indirect Costs. Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200 and the Subrecipients federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

69. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this Agreement period. Only Project costs incurred on or after the effective date and on or prior to the end date of this Agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

70. Procedures for Reimbursement.

(a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).

(b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report. **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

(c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and

Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm
Listed below are types and examples of supporting documentation:

i. **Personnel Services.**

   a. **Salaries**: Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay can be submitted. If this document does not reflect the information needed, the Subrecipient shall submit additional pay documentation in a timely manner when requested.

   b. **Fringe Benefits**: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.

iii. **Expenses.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.

v. **Equipment Costing $10,000 or More.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

(d) **Non-Aligned Purchases Pre-Approval Requirement**: Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th). A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received, can a purchase be made.

(e) **Frequency and Deadlines for Submission.**

i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner may result in this Agreement being terminated.

ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of this Agreement period. Such a request should be distinctly identified as **Final**.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 following the end of this Agreement period.

(f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.

(g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of $10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

(h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.

(i) **Artificial Intelligence (AI) Reimbrsement**. Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.

(j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.

(k) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

(l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels,

deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.

(m) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

(n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

v. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

71. Tracking and Retention of Financial Records. The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and Projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

72. Program Income. Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.

73. Registration for Attendance. No activities funded under this Agreement shall charge a registration fee for attendance.

74. Responsibility of Subrecipient. The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this Project shall be disbursed in accordance with the provisions of the Project Detail Budget as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

75. Child Safety Seats. Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.

76. Enforcement.

(a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation.

(b) **Aircraft Enforcement**. Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.

(c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.

(d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.

(e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.

High Visibility Enforcement is defined as:

Intense:	Enforcement activities are over and above what normally takes place.
Frequent:	Enforcement occurs often enough to create general deterrence.
Visible:	A majority of the public sees or hears about the enforcement.
Strategic:	Enforcement targets high-risk locations during high-risk times.

(f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.

(g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.

(h) **Impaired Driving Enforcment.**

i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and

prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.

ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving moblizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.

iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:

a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;

b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;

c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;

d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;

e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or

f. Be an active certified Drug Recognition Expert (DRE).

(i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.

(k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving moblization for Operation Southern Slow Down.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(l) **Teen Safe Driving Enforcement.**

i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am.aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations.The FDOT State Safety Office reserves the right to request a copy of any subgrant funded Computer Aided Report (CAD).

ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

77. Public Service Announcements, Marketing, and Advertisements.

(a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.

(b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

i. What program/policy the paid media is supporting;

ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol;

iii. The amount allocated for paid media;

iv. Anticipated creative costs associated with the paid media; and

v. The measures that will be used to assess message recognition and penetration of the target audience.

(c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT", or FDOT logo, "Brought to you by …." or "Provided by …" may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.

(d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this Agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

78. Public Information and Education Items. Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

(a) What public information or educational item is being requested;

(b) What program/policy is the item supporting;

(c) Who the target audience is;

(d) How the item will be distributed;

(e) Estimated unit cost(s) for the item; and

(f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the Project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words “Funding provided by the Florida Department of Transportation or Funded by FDOT” shall appear on or in all items. “Brought to you by” or “Provided by” may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo “Use of NHTSA Highway Safety Grant Funds for Certain Purchases” (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

79. Publication and Printing of Observational Surveys and Other Reports.

(a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.

(b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.

(c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:

i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.

ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

80. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

81. Special Conditions.

Board of Commissioners

Memorandum

Date: December 17, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 250067-C-AS, Fire Hydrant and Valve Testing, Maintenance and Services, Utilizing Town of Davie Contract Resolution No. R2023-225, ITB #RS-23-69 **(Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Heather Freundel Water Conveyance Supervisor, Janina Lewis Procurement Director)**

Recommendation

Award File No. 250067-C-AS, Fire Hydrant and Valve Testing, Maintenance, and Services, utilizing Town of Davie Contract Resolution No. R2023-225, ITB #RS-23-69, with Hydromax USA LLC and R&M Service Solutions, LLC, effective from the date of award through December 5, 2026, in an estimated annual amount not to exceed $110,000, for the Public Services Department – Water Conveyance Division.

Background

The City currently maintains over 1,300 fire hydrants and valve systems that require specific, specialized services and repairs. Properly maintaining these hydrants is essential for the protection of life, safety, and property. The purpose of this contract is to provide for the continuation of citywide fire hydrant and valve inspection, maintenance, and repair services. This includes specific (two-hydrant) flow testing as part of a multi-year ongoing requirement to demonstrate fire system capacity according to Insurance Services Office (ISO) standards. Improving the City's ISO rating could provide lower insurance costs for residents (see attached memo). This contract includes two (2) annual renewal options.

Funding

Water and Sewer enterprise fund CIP, account no. 402-4303-536.6300 and 402-4303-536.4600, FY25 budget.

Strategic Plan Objective

N/A

Public Services Department

Memorandum

Date: December 9, 2024

To: Janina Lewis, Procurement Services Director

Through: R. Thomas Kiger, Public Services Director for RTK
Raymond Page, Utilities Superintendent

From: Heather Freundel, Water Conveyance Supervisor

Subject: Authorize the Use of Town of Davie Contract ITB-RS-23-69 HydroMax USA (Primary) and R & M Solutions (Secondary) for Citywide Fire Hydrant and Valve Maintenance, Repair and Flushing Services

Recommendation

It is recommended that the Board authorize the use of Town of Davie Contract ITB-RS-23-69 with HydroMax USA (Primary) and R & M Solutions (Secondary) for the annual completion of citywide fire hydrant and valve installation, repair and maintenance services, effective from the date of approval through December 05, 2026. The requested authorization is an estimated annual amount not to exceed $110,000.

Background

The City currently maintains over 1,300 fire hydrants and valve systems that require specific specialized services and repairs. The hydrants are essential for the protection of life, safety and property throughout the City's service area.

Hydrants will continue to be inspected and maintained annually. The City plans to utilize this contract to continue with specific (2-hydrant) flow testing as part of a multi-year ongoing requirement to demonstrate fire system capacity according to ISO standards. The continued hydrant program has drastically improved our hydrant systems and the improvement in our ISO rating could provide lower insurance costs to the residents.

The contract will also be utilized to perform limited hydrant maintenance and repairs that are determined from the inspection and testing program. The contract provides for detailed unit pricing of various maintenance items (such as re-painting with specific required color code systems and applying ID tags) and repairs that may be required for some hydrants. Painting and aesthetics of the hydrants will be improved with each coating of paint that is applied. The contract is planned to be utilized to allow for repairs so that they may be completed as expeditiously as possible on a priority basis.

The estimate for the work is approximately $100,000 for assessment, painting, ID and marking. This should allow approximately $10,000 for follow up repairs to the portion of the hydrants requiring such work. The final cost will be based on actual units serviced and only as needed. Additional, ongoing maintenance and repairs as required will be continued into following fiscal years.

Funding

Funds for this purchase have been planned in the water and sewer enterprise fund CIP in account 402-4303-536.6300 and in the operating budget account 402-4303-536.4600 in the FY 2025 budget.

Prepared By: Public Services Department

DAVIE, FLORIDA

RESOLUTION NO. R 2023-225

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE BID ITB #RS-23-69 FOR FIRE HYDRANT AND VALVE MAINTENANCE AND REPAIR SERVICES TO HYDROMAX USA AS PRIMARY AND R&M SOLUTIONS AS SECONDARY VENDOR; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie Utilities Department is in need of fire hydrant and valve maintenance and repair services. The Town received three (3) bids. The Town recommends to awards Hydromax USA, as the primary and R&M Solutions as the secondary vendor;

WHEREAS, after review, the Town Council wishes to approve the bid award to Hydromax USA, as the primary vendor and R&M Solutions, as secondary vendor.

WHEREAS, in any situation where obtaining services from the Primary Vendor is not in the best interest of the Town, or the vendor cannot deliver material and/or services within 24 hours of date required, or on an emergency basis, staff may obtain services from the Secondary Vendor.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA THAT:

Section 1. Legislative Findings/Recitals. The above recitals are hereby adopted by the Town of Davie as its legislative findings relative to the subjects and matters set forth in this Resolution.

Section 2. The Town Council of the Town of Davie does hereby accept the bid from primary vendor, Hydromax USA and R&M Service Solutions, as the secondary vendor (ITB#RS-23-69).

Section 3. The Town Council hereby authorizes expenditures of funds over $65,000 per year in accordance with the awarded contract prices, on an as-needed basis. Funding will come from approved accounts, dependent on usage and within established budgets.

Section 4. The contract term is for three (3) years, with the option to renew for two (2) additional one (1) year periods. Contract renewals and extensions will be handled administratively.

Section 5. Cone of Silence. Upon approval of the Mayor and Council, pursuant to Town Code Section No. 2-320, the Cone of Silence is hereby terminated.

Section 6. Conflict. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 7. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the Town Council that such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

Section 8. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND DULY ADOPTED by the Town of Davie Town Council on this **6th** day of **December**, 2023.

TOWN OF DAVIE CORPORATE SEAL 1961 BROWARD COUNTY FLORIDA

Mayor Judy Paul

Authentication:

Evelyn Roig
Town Clerk

Motion: Councilmember Hattan		
Second: Vice Mayor Starkey		
Vote	Yea	Nay
Mayor Paul	✓	
Vice Mayor Starkey	✓	
Councilmember Whitman	✓	
Councilmember Hattan	✓	
Councilmember Luis	✓	

Approved by the Assistant Town Attorney as to form and legal sufficiency:

Philip N. Sherwin

Philip Sherwin

Requisition Number

Town of Davie
Procurement Authorization Form

Contact Information

Department: Utilities	Name: Bill Peele/Renuka Mohammed	Phone #: 954-327-3743/954-327-3768

Item Description (include what the item is used for, reason for bidding, expiration date of existing contract, etc.)

The Town of Davie Utilities Department is seeking a term contract for the maintenance of hydrants that conform to American Water Works Association (AWWA) standards for maintenance, repair and replacement of fire hydrants (M-17, most current version), and Fire ISO standards.

Method of Procurement	Funds From Accounts	
Open Competitive Bidding ITB# RS-23-69	Vendor (If no vendor use Vendor #9924 Out to Bid): Vendor #: 9924 Name: N/A	
	Account #1: 400.60.100.536-54619	Amount #1: $ 50,000.00
	Account #2: 001.06.115.522-53401	Amount #2: $ 50,000.00
	Account #3:	Amount #3:

Estimated **Budgeted** Amount: $ 100,000.00 or ☐ Dependent on usage within established budget.

Required Information For Bids/RFPs/RFQs

1. Advertisement Period: 30 days *All bids need to be advertised a minimum of 12 days and typically do not exceed 30 days*
2. Project **Location:** Town of Davie Service Area
3. Is this project **Grant** related? ☐ YES ☑ NO
4. **Substantial Completion** of project shall be in _____ calendar days after Notice to Proceed.
   Final Completion of project shall be in _____ calendar days after Substantial Completion.
5. Do you want to require **Liquidated Damages**? ☑ YES ☐ NO If yes, how much per day? $ 500.00
6. List **Special Licenses/Certifications** vendors are required to have:
7. Do you want a **Pre-Bid Meeting**? ☑ YES ☐ NO If yes, do you want it to be Mandatory? ☐ YES ☑ NO

8. Do you want a **Site Visit**? ☐ YES ☑ NO

9. Is there an **Outside Entity** assisting with this bid (ex: Architect, Engineer, Consultant)? ☐ YES ☑ NO

10. Are there **Plans** associated with this bid? ☐ YES ☑ NO
(Purchasing will need an electronic copy)

11. Are bonds required for this solicitation? ☐ YES ☑ NO
What kind of bond is required?

12. Does this bid work in conjunction with or will it **impact any other Department?** ☑ YES ☐ NO
(Example: Is this request IT related?)
The listed Department Director(s) will also need to review the specifications and sign in the additional areas provided below.
Provide Department(s)/Division(s) name(s):
Fire Department

13. **Project/Contract Manager** (In-House):

Name: Bill Peele Phone #: 954-327-3743 Fax #:

14. **Suggested Review Committee Members (For RFPs Only!):** N/A

15. **Vendor(s)** to send packet to (Email Addresses are Required):

R & M Service Solutions (mgeorge@rmservicesolutions.com; swick@rmservicesolutions.com); Linetech (scott@linetecinc.com) Underground Solutions

16. Has this type of solicitation been done before? NO

17. Does the Award of this solicitation need to be approved by another body (FDOT, LAP, and CDBG ect.) before submitting the item for Town Council approval? ☐ Yes ☑ No

Authorization

Department Director Approval:	Renuka Mohammed Digitally signed by Renuka Mohammed Date: 2023.07.11 17:28:32 -04'00'	Date:
Department Director Approval:	Jorge Gonzalez Digitally signed by Jorge Gonzalez Date: 2023.07.11 17:56:12 -04'00'	Date:
Procurement Manager Approval:	Brian K. O'Connor Digitally signed by Brian K. O'Connor Date: 2023.08.14 15:25:42 -04'00'	Date:
Budget & Finance Approval:	William Ackerman Digitally signed by William Ackerman Date: 2023.07.12 07:30:53 -04'00'	Date:
Town Administrator Approval:	Richard J. Lemack Digitally signed by Richard J. Lemack Date: 2023.08.15 20:44:12 -04'00'	Date:

Sold To:
Town of Davie - CU00107157
6591 Orange Dr
Fort Lauderdale,FL 33314-3348

Bill To:
Town of Davie - CU00107157
6591 Orange Dr
Fort Lauderdale,FL 33314-3348

Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11700-Advertisement for Bids ,
ITB NO. RS-23-69
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Aug 11, 2023

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Signature of Affiant

Sworn to and subscribed before me this: August 12, 2023.

Signature of Notary Public

LEANNE ROLLINS
Notary Public - State of Florida
Commission # GG 982233
My Comm. Expires Apr 27, 2024
Bonded through National Notary Assn.

Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

Affidavit Delivery Method: E-Mail
Affidavit Email Address: RSevere@davie-fl.gov
7479589

TOWN OF DAVIE ITB NO. RS-23-69
INVITATION TO BID
FIRE HYDRANT MAINTENANCE

Dear Potential Bidder:

The Town of Davie, Florida invites qualified contractors to submit responses in accordance with the requirements stated herein no later than 02:00 PM EST on Wednesday, August 30, 2023, for ITB NO. RS-23-69 Fire Hydrant Maintenance. Interested firms may secure the solicitation package and all other pertinent information by visiting http://www.davie-fl.gov/bids or at DemandStar.com.

Pursuant to Town Code Section No. 2-320 and section 1.51 of the terms and conditions, a Cone of Silence is hereby imposed on this solicitation. The cone shall be in effect until such time of award by the Town Administrator or the Town Mayor and Council.

A Non-Mandatory Pre-Bid Conference will be held on Thursday, August 17, 2023, at 10:00 AM EST, via online meeting.

Meeting Information
Meeting link: https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=m65f41495d29868c93ac7907aeffc050b
Meeting number:
2334 223 3542
Password:
m36M2yMuMaT (63662968 from video systems)

Join by video system
Dial 23342233542@daviepurchasing.webex.com
You can also dial 173.243.2.68 and enter your meeting number. Join by phone
+1-408-418-9388 United States Toll Access code: 2334 223 3542

Questions regarding this solicitation shall be submitted in writing to bids@davie-fl.gov no later than 5:00 PM on August 21, 2023. Responses to those questions considered material to the solicitation will be made available as formal addenda to the Town's Procurement website and DemandStar.com. It is the responsibility of prospective bidders to ensure they are aware of all addenda issued relative to this solicitation.

Bidders shall submit all bid documents electronically through www.demandstar.com. A full instructional guide on how to submit documents will be included with this solicitation. The Town will maintain documentation on its own website at www.davie-fl.gov/411/Procurement for general public information and posting requirements. Late submissions shall not be accepted.

Bid responses will be publicly opened and firm names read aloud in the Temporary Town Hall Building "D", located at 8800

SW 36th Street Davie, FL 33328, after the due date/time noted above. Members of the public may still attend virtually by phone or online. Please see below for virtual meeting information:

Meeting Information
Meeting link: https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=m01b51f4130a2526f9e4b723c7236a6a2
Meeting number:
2343 652 8821
Password:
vsYHfT39r75 (87943839 from video systems)

Join by video system
Dial 23436528821@daviepurchasing.webex.com
You can also dial 173.243.2.68 and enter your meeting number. Join by phone +1-408-418-9388 United States Toll Access code: 2343 652 8821

The selection of the successful bidder(s) shall be at the Town's discretion and shall be made in a prompt manner after the receipt and evaluation of all ITB responses. The Town of Davie reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at 954-797-1023 at least forty-eight (48) hours prior to the meeting to request such accommodation. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD).

Brian K. O'Connor
Procurement Manager
Town of Davie

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

Pursuant to Florida Statute § 286.0105, if a person decides to appeal any decision made by this board, agency, committee, or council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings. For such purpose he or she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.
8/11/2023 7479589

Bid Opening Report

Agency Name Town of Davie

Bid Number Bid-ITB# RS-23-69-0-2023/RS

Bid Name Fire Hydrant Maintenance

Bid Due Date 09/06/2023 14:00:00 Eastern

Bid Opening **Closed**

3 responses found.

✓ online, offline, ● not submitting, not received

	Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1 .	Certified Backflow Services, LLC	09/05/2023 14:20:38 Eastern	22 Talaquah Blvd, Ormond Beach, FL, 32174	$110700.0000	0.0000		Complete Bid Package w/ required forms	✓
2 .	Hydromax USA	09/05/2023 15:28:33 Eastern	3700 River Walk Dr. Suite 145, Flower Mound, TX, 75028	$88180.0000	0.0000		Complete Bid Package w/ required forms	✓
3 .	R&M Service Solutions	09/06/2023 08:08:58 Eastern	7256 Westport Pl, Suite A, West Palm Beach, FL, 33413	$91330.0000	0.0000		Complete Bid Package w/ required forms	✓

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO VERIFICATION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED. THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

				Hydromax USA		R&M Service Solutions		Certified Backflow Services, LLC	
Item No.	**Description**	*Unit of Measure*	*Estimated Annual Quantity*						
1	Hydrant Maintenance (Includes Scrape, Wire Brush and Paint)	EACH	800	$53.00	$42,400.00	$59.45	$47,560.00	$70.00	$56,000.00
2	Hydrant Maintenance (without Scrape, Wire Brush and Paint)	EACH	800	$45.000	$36,000.00	$47.75	$38,200.00	$60.00	$48,000.00
3	Dual Hydrant Fire Flow Test	EACH	10	$98.00	$980.00	$89.00	$890.00	$70.00	$700.00
4	Hydrant Raised Pavement Marker	EACH	400	$10.00	$4,000.00	$7.75	$3,100.00	$10.00	$4,000.00
5	Hydrant ID tag	EACH	400	$12.00	$4,800.00	$3.95	$1,580.00	$5.00	$2,000.00
TOTAL BID AMOUNT				**$88,180.00**		**$91,330.00**		**$110,700.00**	

Bid Checklist

The following are requirements of this Bid, as indicated below. Use of this checklist may help ensure that your submission is complete.

Place a check mark in the "Done" column as you complete and enclose each item.

Required	Done	Requirement
		Completed and Signed Bid Form
		Acknowledgement of Addenda (if any)
		Local Preference Form (if applicable)
		Client Reference Form
		Bidder/Proposer Questionnaire
		Vendor Registration Form
		Licenses and/or Certifications (if applicable)
		Proof of Insurance
		Business Tax Receipt [Occupational License(s)]
		State of FL Sunbiz *OR* State Registration (if not required to have State of FL Sunbiz)
		W9

This checklist is for your guidance. Please read the entire Bid thoroughly to ensure that your submission is complete.

SECTION 6.0 REQUIRED FORMS

AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE
(Davie Code of Ordinances Sec. 2-326)

****Complete the boxes below as applicable:****

1. N/A My Business is located within the **Town of Davie**.

Legal Name of Firm:
Taxpayer ID No.:
Physical Address: *SHALL NOT BE A P.O. BOX OR RESIDENCE*
Phone Number:
Email Address:
Has the business name changed since it was opened in Davie? Yes___ No___
If yes, provide the previous business name:
Date your business was established in Town of Davie:
Business License Number: **Date Issued:**
The business employs _____ (insert a number) full time employees.

2. N/A My Business is located within **Broward County**.

Legal Name of Firm:
Taxpayer ID No.:
Physical Address: *SHALL NOT BE A P.O. BOX OR RESIDENCE*
Phone Number:
Email Address:
Has the business name changed since it was opened in Broward County? Yes___ No___
If yes, provide the previous business name:
Date your business was established in Broward County:
Business License Number: **Date Issued:**
The business employs _____ (insert a number) full time employees.

N/A ____ **I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).**

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signatory: N/A Print Name: _____

CLIENT REFERENCE FORM

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: Seminole County

Address: 3300 Dike Rd.

City/State/Zip: Winter Park, FL. 32792

Contact: Christopher Graybosch

Title: Field Operations Manager

Email Address: cgraybosch@seminolecountyfl.gov

Telephone: 407-655-2742

Scope of Work: Valve assessment, hydrant maintenance, UDF

Description of Services Provided: Assessment, maintenance, and GIS integration for 60,000 water system valves and 13,000 fire hydrants

2) Name of Client Entity: City of Daytona each

Address: 950 Bellevue Ave.

City/State/Zip: Daytona Beach, FL. 32114

Contact: Jeff Lane

Title: Field Operations Deputy Manager

Email Address: lanejeff@codb.us

Telephone: 386-671-8513

Scope of Work: Valve assessment, hydrant maintenance

Description of Services Provided: Assessment, maintenance, and GIS integration for 5,000 water system valves and 2,400 fire hdyrants

3) Name of Client Entity: Citrus County

Address: 3600 W. Sovereign Path Ste. 226

City/State/Zip: Lecanto, FL. 34461

Contact: Victor Lebron

Title: Utilities Operations Manager

Email Address: victor.lebron@citrusbocc.com

Telephone: 352-527-7653 EXT.5813

Scope of Work: Valve assessment, hydrant maintenance

Description of Services Provided: Assessment, maintenance, and GIS integration for 7,500 water system valves and 3,000 fire hydrants

REQUIRED PROPOSER/BIDDER QUESTIONNAIRE

Name of Firm: **Hydromax USA** Date: **8-25-23**

Primary Contact Person for this ITB: **Shannon Gooch**

Primary Contact Person Email Address: **shannon.gooch@hydromaxusa.com**

Primary Contact Person Phone Number: **727-463-9191**

1. How many years has your firm been in business under its present business name?: **20**

2. Under what other former name(s) has your firm operated?: **NA**

3. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: **(No)** **Yes** If yes, please explain: _____

4. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: **(No)** **Yes**

If yes, please explain: _____

5. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: **(No)** **Yes**

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

6. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. Does not apply

7. Provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organization. Does not apply

SOURCE OF INFORMATION SURVEY

How did you find out about this solicitation? Check all that apply:

1. www.davie-fl.gov

2. www.demandstar.com

3. The Sun-Sentinel

5. Referral/word-of-mouth Specify Source: _____

6. Search Engine/Internet search

7. E-mail Specify Source: _____

8. Banner or Link on another website

9. Flyer, newsletter, direct mail Specify Source: _____

10. Other, Specify Source: _____

Please note: This survey form is used for internal Procurement purposes only.

REASON FOR "NO BID"

For firms choosing NOT to bid/propose on this opportunity, the Town appreciates your response using this form.

Please return via email to bids@davie-fl.gov:

1. Why did your firm chose not to respond to this opportunity?

   Circle all that apply from below list: ____

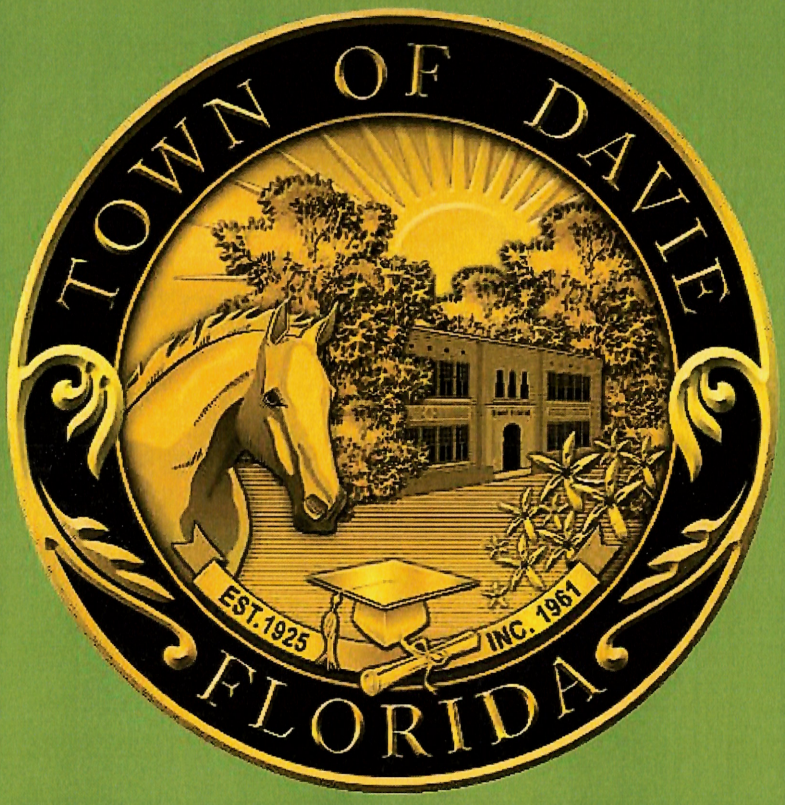
   a. We do not offer these services or equivalent.
   b. Insufficient time to respond to the solicitation.
   c. Our project schedule would not permit us to perform.
   d. Unable to meet requirements.
   e. Other:

   _____
   _____
   _____

2. Additional remarks:

   _____
   _____
   _____
   _____
   _____
   _____

TOWN OF DAVIE



VENDOR REGISTRATION FORM

VENDOR INFORMATION

Is this a form being filled out as a new application or an update to an existing application?

New Application ■ Updating Application ☐

Vendor Name:
(Business Name Registered With The State OR Full Name If An Individual)
Hydromax USA LLC

Mailing Address:

3700 River Walk Drive
Suite 145
Flower Mound, TX 75028

Remit to Address
(If Different from Mailing Address):

Contact Name:
Andrew Apgar

Telephone:
(863) 398.9202

Federal Tax ID Number:
20-0602448

Fax Number:

Company Email Address:
andrew.apgar@hydromaxusa.com

Business Website (If Applicable):
www.hydromaxusa.com

Emergency Contact Information

Please enter information the Town can use to contact you for disaster or emergency services below

Name	Contact Information
Nick Darchiville	(812) 708-2056
Lamar Carroll	(813) 404-8341
Andrew Apgar	(863) 398-9202

Have you been awarded any government contracts recently or in the past? If yes, please list the contract #'s, the agency, the service provided , and if it is still active.

Orange County Utilities (FL) - Active
Contact: Dustin Putney-Hoke, 407.836.6822, dustin.putney@ocfl.net
Scope of Work: Assessment, maintenance, and GIS integration for 60,000 water system valves and 13,000 fire hydrants

Seminole County Utilities (FL) - Active
Contact: Shannon Ashworth, 403.665.2015, sashworth@seminolecountyfl.gov
Scope of Work: Valve condition assessment, maintenance, and GIS integration for 31,000 water system valves and 6,000 hydrants.

Indian River County (FL) - Active
Contact: Duke Hawkins, 772.226.3424, dukeh@ircgov.com
Scope of Work: Assessment, maintenance, and GIS integration 4,000 valves and 2,000 hydrants

Delray Beach (FL) - Active
Contact: Susan DiMascio, 561.243.7610. dimascios@mydelraybeach.com
Scope of Work: Assessment, maintenance, and GIS integration 7,500 valves and 3,000 hydrants

Additional contract information available upon request.

Products & Services

In the space provided below please indicate any product or services that your firm provides

- Valve assessment
- Fire hydrant maintenance
- Unidirectional flushing
- Leak detection
- Pipeline condition assessment
- Sewer inspection
- GIS mapping / dashboards

Ownership Disclosure

1. If the contract or business transaction is with a company, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership %
Rob Austin (Director)	101 Mission St, Suite 1500, San Francisco, CA 94105	
Paul Campbell (Director)	101 Mission St, Suite 1500, San Francisco, CA 94105	
Ron Auletta (Director)	101 Mission St, Suite 1500, San Francisco, CA 94105	

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address
N/A	

3. The officers of the Corporation are as follows:

	Name	Address
President:	Chris Jensen	3700 River Walk Dr. #145, Flower Mound, TX 75028
Vice President:		
Secretary:	Michael Farmer	3700 River Walk Dr. #145, Flower Mound, TX 75028
Treasurer:	Michael Farmer	3700 River Walk Dr. #145, Flower Mound, TX 75028
Registered Agent:		

E-VERIFY FORM

Company/FirmName:

Hydromax USA

Vendor/Consultant/Contractor and any sub-contractors shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the resulting Contract/Purchase Order, if awarded. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of this contract.

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

(a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and

(b) all persons (including SUBCONTRACTORs/SUBVENDORs) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By executing this form, I, Michael Farmer, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Affirm: ☑

Vendor or Contractor Conflict of Interest Disclosure Statement

What Defines A Conflict Of Interest According To The Town:

A. An officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with a grant of the Agreement with the Town or its Departments.

B. There are undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor with a connection with another entity or person making a proposal for the same purpose, and possibly with collusion, fraud or conflict of interest. Elected or appointed officer(s) or official(s), director(s), employee(s), agent(s) or other consultant(s) of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1.) Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
2.) Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

DISCLOSURE OF CONFLICT OF INTEREST

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED ABOVE AND IN SECTION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Please indicate below if there is a Conflict Of Interest.
(Please select one option)

☐ YES ☑ NO

If you indicated yes above please list the names and relationships of those who you believe would lead to a conflict of interest in the space provided below

Name:	Relationship:

By signing this document you are affirming that you have read and understood the terms, conditions, and information above. That all the information provided above is true and accurate. That the business associated with this application has not been debarred and does not have a conflict of interest in any manner as described above. That you have the proper authority to sign this document.

Michael Farmer, VP of Finance

Name & Title, Typed or Printed

Authorized Signature

8/24/2023

Date

TOWN OF DAVIE
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

Hydromax USA does not:

Company Name

1. Participate in a boycott of Israel; and

2. Is not on the Scrutinized Companies that Boycott Israel list; and

3. Is not on the Scrutinized Companies with Activities in Sudan List; and

4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

5. Has not engaged in business operations in Cuba or Syria.

Affirm: ☑

TOWN OF DAVIE CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension And Other Responsibility Matters
TO BE COMPLETED BY PROSPECTIVE VENDOR

A. The prospective Vendor certifies that it and its principals (subcontractors and suppliers):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City or Town or other government agency;

2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, City or Town of other local agency) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and

4. Have not within a three (3) year period preceding this bid proposal had one or more public contracts (Federal, State, City or Town or other agency) terminated for cause or default.

B. Where the prospective Vendor is unable to certify to any of the statements in this certification, an authorized signatory to this proposal shall complete, sign and attach a detailed explanation.

Affirm: ☑

E-VERIFY FORM

Company/FirmName:

Hydromax USA

Vendor/Consultant/Contractor and any sub-contractors shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the resulting Contract/Purchase Order, if awarded. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of this contract.

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

(a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and

(b) all persons (including SUBCONTRACTORs/SUBVENDORs) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By executing this form, I, Michael Farmer, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Affirm: ☑

ADDENDUM TO BID DOCUMENTS

SOLICITATION ITB No. RS-23-69 Fire Hydrant Maintenance

ADDENDUM No. 1 **BID DUE DATE** 2:00 PM EST ON 08/30/2023 **TODAY'S DATE** 8/15/2023

To All Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

RFI:

Q.1: Could I get a copy of the most recent contract for these services with the Town?

A.1: Please see the most recent contract for these services attached.

Reviewed by:

Brian K. O'Connor

Digitally signed by Brian K. O'Connor
Date: 2023.08.15 09:57:19 -04'00'

Procurement Manager
Procurement Division

Acknowledged by:
Hydromax USA
Contractor
Michael Farmer
Authorized Representative (*Printed*)
Vice President of Finance
Title
Signature
8/29/23
Date

ADDENDUM TO BID DOCUMENTS

SOLICITATION ITB No. RS-23-69 Fire Hydrant Maintenance

ADDENDUM No. 2 **BID DUE DATE** 2:00 PM EST ON 08/30/2023 **TODAY'S DATE** 8/16/2023

To All Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

Form Update

- **The Affidavit of Compliance with Foreign Entity Laws form has been added to Section 6.0 "Required Forms". Bidders shall complete this form and include it in the final response to this solicitation. This form is made available with this addendum.**

Reviewed by:

Brian K. O'Connor

Digitally signed by Brian K. O'Connor
Date: 2023.08.16 14:49:18 -04'00'

Procurement Manager
Procurement Division

Acknowledged by:
Hydromax USA
Contractor
Michael Farmer
Authorized Representative (*Printed*)
Vice President of Finance
Title
Signature
8/29/23
Date

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: 8/29, 2023 Signed: _____

Entity: Hydromax USA Name: Michael Farmer

Title: VP of Finance

STATE OF Texas
COUNTY OF Denton

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 29 day of August, 2023, by Michael Farmer, as VP of Finance for Hydromax USA, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of ~~Florida~~ Texas at Large (Seal)

Print Name: Teresa Joy Mischke My commission expires: 11-22-2026

TERESA JOY MISCHKE
Notary Public, State of Texas
Comm. Expires 11-22-2026
Notary ID 134076809

ADDENDUM TO BID DOCUMENTS

SOLICITATION ITB No. RS-23-69 Fire Hydrant Maintenance

ADDENDUM No. 3 **BID DUE DATE** 2:00 PM EST ON 09/06/2023 **TODAY'S DATE** 8/22/2023

To All Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

Important Clarifications:

1. **Bid Due Date is hereby extended to 2:00 pm EST on Wednesday, September 06, 2023.**
2. **Responses to RFIs will be provided in subsequent addenda.**

Reviewed by:

Brian K. O'Connor

Digitally signed by Brian K. O'Connor
Date: 2023.08.22 15:03:56 -04'00'

Procurement Manager
Procurement Division

Acknowledged by:
Hydromax USA
Contractor
Michael Farmer
Authorized Representative (*Printed*)
Vice President of Finance
Title
Signature
8/29/23
Date

SECTION 5.0 UPDATED BID FORM (Addendum No. 4)

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED TOTAL
1.	Hydrant Maintenance (Includes Scrape, Wire Brush and Paint)	EACH	800	$ 53.00	$ 42,400.00
2.	Hydrant Maintenance (without Scrape, Wire Brush and Paint)	EACH	800	$ 45.00	$ 36,000.00
3.	Dual Hydrant Fire Flow Test	EACH	10	$ 98.00	$ 980.00
4.	Hydrant Raised Pavement Marker	EACH	400	$ 10.00	$ 4,000.00
5.	Hydrant ID tag	EACH	400	$ 12.00	$ 4,800.00
				TOTAL BID AMOUNT	$ 88,180.00

TOTAL BID AMOUNT WRITTEN IN WORDS

Eighty-eight thousand, one hundred eighty dollars

Notes:

1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
2. Alternate bids will not be considered unless authorized in the ITB document.

IMPORTANT: This signed bid form shall be considered an offer on the part of the bidder. Failure to sign this form is grounds for immediate disqualification. By signing this document, you are affirming that you have read and understood the terms, conditions, and information included within this solicitation. That all the information provided above is true and accurate. That the business associated with this solicitation has not been debarred, convicted of a public entity crime, and does not have a conflict of interest in any manner as described herein. That you have the proper authority to sign this document and the ability to bind this business entity to the terms and conditions herein.

Vendor Name:	Hydromax USA
Authorized Signature:	
Print Name:	Michael Farmer
Title:	Vice President of Finance

Bidder agrees to accept the VISA Procurement card for payment.
Circle one: YES OR (NO)

END OF UPDATED BID FORM

Reviewed by:

Brian K. O'Connor

Digitally signed by Brian K. O'Connor
Date: 2023.08.24 15:24:00 -04'00'

Procurement Manager
Procurement Division

Acknowledged by:

Hydromax USA
Contractor

Michael Farmer
Authorized Representative (*Printed*)

Vice President of Finance
Title

Signature

8/29/23
Date

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

9:01 43 AM 8/31/2023

Licensee Information

Name:	CARROLL, RONALD LAMAR JR (Primary Name) HYDROMAX USA LLC (DBA Name)
Main Address:	654 WHITTLE RD DEXTER Georgia 33542
County:	OUT OF STATE
License Location:	2003 WOOD CT. STE 3 PLANT CITY FL 33566
County:	HILLSBOROUGH

License Information

License Type:	Certified Underground Utility and Excavation Contractor
Rank:	Cert Under
License Number:	CUC1225178
Status:	Current,Active
Licensure Date:	09/19/2014
Expires:	08/31/2024

Special Qualifications	Qualification Effective
Construction Business	09/19/2014

Alternate Names

View Related License Information

View License Complaint

ACORD

CERTIFICATE OF LIABILITY INSURANCE

2/15/2024

DATE (MM/DD/YYYY): 8/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
LOCKTON COMPANIES
500 West Monroe, Suite 3400
CHICAGO IL 60661
(312) 669-6900

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of America	25666
INSURER B : The Travelers Indemnity Company of Connecticut	25682
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1514820
HYDROMAX USA LLC
3700 Riverwalk Drive, Suite 145
Flower Mound TX 75028

COVERAGES **CERTIFICATE NUMBER:** 19850137 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Deductible: $2,500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	N	DT-CO-158D2429-TIA-23	2/15/2023	2/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	N	810-158D2430-23-26	2/15/2023	2/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	UB-4W129884-23-26-G	2/15/2023	2/15/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Towne of Davie and Davie Community Redevelopment Agency (8800 SW 36th Street, Davie, FL 33328) are included as additional insureds if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER

19850137
Towne of Davie
8800 SW 36th Street
Davie FL 33328

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Limited Liability Company
HYDROMAX USA LLC

Filing Information

Document Number	M10000004668
FEI/EIN Number	20-0602448
Date Filed	10/20/2010
State	IN
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	04/11/2023
Event Effective Date	10/04/2017

Principal Address

3700 RIVER WALK DR STE 145
FLOWER MOUND, TX 75028

Changed: 04/11/2023

Mailing Address

3700 River Walk Dr, Suite 145
Flower Mound, TX 75028

Changed: 02/25/2023

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title Member

Farmer, Michael
3700 River Walk Dr, Suite 145
Flower Mound, TX 75028

Title Member

Jensen, Chris
3700 River Walk Dr, Suite 145
Flower Mound, TX 75028

Annual Reports

Report Year	Filed Date
2021	04/19/2021
2022	04/19/2022
2023	02/25/2023

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Hydromax USA, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **C**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3700 River Walk Drive, Suite 145

Requester's name and address (optional)

6 City, state, and ZIP code

Flower Mound, TX 75028

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	0	–	0	6	0	2	4	4	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** [signature] **Date ▶** 1/1/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

R&M Service Solutions, LLC.

Company Submitting Bid

INVITATION TO BID

ITB NO.	**RS - 23 - 69**
TITLE	**Fire Hydrant Maintenance**
AVAILABLE	**Wednesday, August 9, 2023**
NON- MANDATORY	**Thursday, August 17, 2023, at 10:00 AM EST**
PRE-BID CONFERENCE	**Meeting Information** **Meeting link:** **https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=m65f41495d29868c93ac7907aeffc050b** **Meeting number:** **2334 223 3542** **Password:** **m36M2yMuMaT (63662968 from video systems)** **Join by video system** **Dial 23342233542@daviepurchasing.webex.com** **You can also dial 173.243.2.68 and enter your meeting number.** **Join by phone** **+1-408-418-9388 United States Toll** **Access code: 2334 223 3542**
DUE DATE	**02:00 PM EST on Wednesday, August 30, 2023**
SUBMIT TO	**DEMANDSTAR**
ESTIMATED BUDGET	**$100,000**
BONDS	**N/A**

Download Bid Information for Free at: **https://www.davie-fl.gov/bids**

Town of Davie Supplier Central: **https://www.davie-fl.gov/877/Supplier-Central**

Pursuant to Town Code Section No. 2-320 a Cone of Silence is hereby imposed on this solicitation.

SECTION 5.0 UPDATED BID FORM (Addendum No. 4)

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED TOTAL
1.	Hydrant Maintenance (Includes Scrape, Wire Brush and Paint)	EACH	800	$ 59.45	$ 47,560.00
2.	Hydrant Maintenance (without Scrape, Wire Brush and Paint)	EACH	800	$ 47.75	$ 38,200.00
3.	Dual Hydrant Fire Flow Test	EACH	10	$ 89.00	$ 890.00
4.	Hydrant Raised Pavement Marker	EACH	400	$ 7.75	$ 3,100.00
5.	Hydrant ID tag	EACH	400	$ 3.95	$ 1,580.00
				TOTAL BID AMOUNT	$ 91,330.00

TOTAL BID AMOUNT WRITTEN IN WORDS

NINETY-ONE THOUSAND THREE HUNDRED AND THIRTY

Notes:

1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
2. Alternate bids will not be considered unless authorized in the ITB document.

IMPORTANT: This signed bid form shall be considered an offer on the part of the bidder. Failure to sign this form is grounds for immediate disqualification. By signing this document, you are affirming that you have read and understood the terms, conditions, and information included within this solicitation. That all the information provided above is true and accurate. That the business associated with this solicitation has not been debarred, convicted of a public entity crime, and does not have a conflict of interest in any manner as described herein. That you have the proper authority to sign this document and the ability to bind this business entity to the terms and conditions herein.

Vendor Name:	R&M Service Solutions, LLC.
Authorized Signature:	
Print Name:	Michael George
Title:	General Manager

Bidder agrees to accept the VISA Procurement card for payment.
Circle one: YES OR NO

END OF UPDATED BID FORM

Bid Checklist

The following are requirements of this Bid, as indicated below. Use of this checklist may help ensure that your submission is complete.

Place a check mark in the "Done" column as you complete and enclose each item.

Required	Done	Requirement
√	X	Completed and Signed Bid Form
√	X	Acknowledgement of Addenda (if any)
√	X	Local Preference Form (if applicable)
√	X	Client Reference Form
√	X	Bidder/Proposer Questionnaire
√	X	Vendor Registration Form
√	X	Licenses and/or Certifications (if applicable)
√	X	Proof of Insurance
√	X	Business Tax Receipt [Occupational License(s)]
√	X	State of FL Sunbiz *OR* State Registration (if not required to have State of FL Sunbiz)
√	X	W9

This checklist is for your guidance. Please read the entire Bid thoroughly to ensure that your submission is complete.

Procurement Division
(954) 797-1016

ADDENDUM TO BID DOCUMENTS

SOLICITATION ITB No. RS-23-69 Fire Hydrant Maintenance

ADDENDUM No. 1 **BID DUE DATE** 2:00 PM EST ON 08/30/2023 **TODAY'S DATE** 8/15/2023

To All Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

RFI:

Q.1: Could I get a copy of the most recent contract for these services with the Town?

A.1: Please see the most recent contract for these services attached.

Reviewed by:

Brian K. O'Connor

Digitally signed by Brian K. O'Connor
Date: 2023.08.15 09:57:19 -04'00'

Procurement Manager
Procurement Division

Acknowledged by:
R&M Service Solutions, LLC.
Contractor
Michael George
Authorized Representative (Printed)
General Manager
Title
Signature
8-5-2023
Date

ADDENDUM TO BID DOCUMENTS

SOLICITATION ITB No. RS-23-69 Fire Hydrant Maintenance

ADDENDUM No. 2 **BID DUE DATE** 2:00 PM EST ON 08/30/2023 **TODAY'S DATE** 8/16/2023

To All Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

Form Update

- **The Affidavit of Compliance with Foreign Entity Laws form has been added to Section 6.0 "Required Forms". Bidders shall complete this form and include it in the final response to this solicitation. This form is made available with this addendum.**

Reviewed by:

Brian K. O'Connor

Digitally signed by Brian K. O'Connor
Date: 2023.08.16 14:49:18 -04'00'

Procurement Manager
Procurement Division

Acknowledged by:
R&M Service Solutions, LLC.
Contractor
Michael George
Authorized Representative (Printed)
General Manager
Title
Signature
9-5-2023
Date

ADDENDUM TO BID DOCUMENTS

SOLICITATION ITB No. RS-23-69 Fire Hydrant Maintenance

ADDENDUM No. 3 **BID DUE DATE** 2:00 PM EST ON 09/06/2023 **TODAY'S DATE** 8/22/2023

To All Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

Important Clarifications:

1. **Bid Due Date is hereby extended to 2:00 pm EST on Wednesday, September 06, 2023.**
2. **Responses to RFIs will be provided in subsequent addenda.**

Reviewed by:

Brian K. O'Connor

Digitally signed by Brian K. O'Connor
Date: 2023.08.22 15:03:56 -04'00'

Procurement Manager
Procurement Division

Acknowledged by:
R&M Service Solutions, LLC.
Contractor
Michael George
Authorized Representative (Printed)
General Manager
Title
Signature
9-5-2023
Date

SECTION 5.0 UPDATED BID FORM (Addendum No. 4)

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED TOTAL
1.	Hydrant Maintenance (Includes Scrape, Wire Brush and Paint)	EACH	800	$ 59.45	$ 47,560.00
2.	Hydrant Maintenance (without Scrape, Wire Brush and Paint)	EACH	800	$ 47.75	$ 38,200.00
3.	Dual Hydrant Fire Flow Test	EACH	10	$ 89.00	$ 890.00
4.	Hydrant Raised Pavement Marker	EACH	400	$ 7.75	$ 3,100.00
5.	Hydrant ID tag	EACH	400	$ 3.95	$ 1,580.00
				TOTAL BID AMOUNT	$ 91,330.00

TOTAL BID AMOUNT WRITTEN IN WORDS

NINETY-ONE THOUSAND THREE HUNDRED AND THIRTY

Notes:

1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
2. Alternate bids will not be considered unless authorized in the ITB document.

IMPORTANT: This signed bid form shall be considered an offer on the part of the bidder. Failure to sign this form is grounds for immediate disqualification. By signing this document, you are affirming that you have read and understood the terms, conditions, and information included within this solicitation. That all the information provided above is true and accurate. That the business associated with this solicitation has not been debarred, convicted of a public entity crime, and does not have a conflict of interest in any manner as described herein. That you have the proper authority to sign this document and the ability to bind this business entity to the terms and conditions herein.

Vendor Name:	R&M Service Solutions, LLC.
Authorized Signature:	
Print Name:	Michael George
Title:	General Manager

Bidder agrees to accept the VISA Procurement card for payment.
Circle one: YES OR NO

END OF UPDATED BID FORM

Reviewed by:

Brian K. O'Connor

Digitally signed by Brian K. O'Connor
Date: 2023.08.24 15:24:00 -04'00'

Procurement Manager
Procurement Division

Acknowledged by:
R&M Service Solutions, LLC.
Contractor
Michael George
Authorized Representative (Printed)
General Manager
Title
Signature
9-5-2023
Date

SECTION 6.0 REQUIRED FORMS

AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE
(Davie Code of Ordinances Sec. 2-326)

****Complete the boxes below as applicable:****

1. ___ My Business is located within the **Town of Davie**.

Legal Name of Firm:	R&M Service Solutions, LLC.
Taxpayer ID No.:	
Physical Address: *SHALL NOT BE A P.O. BOX OR RESIDENCE*	7256 Westport Place, Suite A, West Palm Beach, FL 33413
Phone Number:	352-398-9127
Email Address:	mgeorge@rmservicesolutions.com
Has the business name changed since it was opened in Davie? Yes___ No X	
If yes, provide the previous business name:	
Date your business was established in Town of Davie:	
Business License Number:	**Date Issued:**
The business employs _____ (insert a number) full time employees.	

2. ___ My Business is located within **Broward County**.

Legal Name of Firm:	
Taxpayer ID No.:	
Physical Address: *SHALL NOT BE A P.O. BOX OR RESIDENCE*	
Phone Number:	
Email Address:	
Has the business name changed since it was opened in Broward County? Yes___ No___	
If yes, provide the previous business name:	
Date your business was established in Broward County:	
Business License Number:	**Date Issued:**
The business employs _____ (insert a number) full time employees.	

____ I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signatory: _____ Print Name: Michael George

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: Seminole County

Address: 500 W. Lake Mary Blvd

City/State/Zip: Sanford, FL 32773

Contact: Chris Graybosch

Title: Program Coordinator

Email Address: CGraybosch@seminolecountyfl.gov

Telephone: Office- 407-665-2472 Cell - 407-840-4058

Scope of Work: Hydrant and valve repair, replacement & maintenance

Description of Services Provided: Hydrant and valve repair, replacement & maintenance; Line stops Approx. 1,000 Valves and 3,000 Hydrants completed multiple Times.

-

2) Name of Client Entity: Marion County

Address: 11800 US-441

City/State/Zip: Belleview, FL 34420

Contact: Mark Williams

Title: Maintenance Manager

Email Address: mark.williarns@marioncountyfl.org

Telephone: (352)427-3849

Scope of Work: Hydrant and valve repair, replacement & maintenance_

Description of Services Provided: Hydrant and valve repair, replacement & maintenance.

3) Name of Client Entity: City of Coconut Creek Florida

Address: 5295 Johnson Road

City/State/Zip: Coconut Creek, FL 33073

Contact: Jeffery Gary

Title: Fire Chief

Email Address: JGary@CoconutCreek.net

Telephone: 954-973-6786

Scope of Work: Hydrant and valve repair, replacement & maintenance_

Description of Services Provided: Hydrant and valve repair, replacement & maintenance.

REQUIRED PROPOSER/BIDDER QUESTIONNAIRE

Name of Firm: R&M SERVICE SOLUTIONS, LLC Date: August 21, 2023

Primary Contact Person for this ITB: Michael George

Primary Contact Person Email Address: mgeorge@rmservicesolutions.com

Primary Contact Person Phone Number 352-398-9127

1. How many years has your firm been in business under its present business name?: 14

2. Under what other former name(s) has your firm operated? N/A

3. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: **No** **Yes** If yes, please explain:

4. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle on **No** **Yes**

If yes, please explain:

5. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: **No** **Yes**

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary:

6. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. N/A

7. Provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

N/A

SOURCE OF INFORMATION SURVEY

How did you find out about this solicitation? Check all that apply:

1. www.davie-fl.gov

2. www.demandstar.com X

3. The Sun-Sentinel

5. Referral/word-of-mouth Specify Source: _____

6. Search Engine/Internet search

7. E-mail Specify Source: _____

8. Banner or Link on another website

9. Flyer, newsletter, direct mail Specify Source: _____

10. Other, Specify Source: _____

Please note: This survey form is used for internal Procurement purposes only.

REASON FOR "NO BID"

For firms choosing NOT to bid/propose on this opportunity, the Town appreciates your response using this form.

Please return via email to bids@davie-fl.gov:

1. Why did your firm chose not to respond to this opportunity?

   Circle all that apply from below list: ____

   a. We do not offer these services or equivalent.
   b. Insufficient time to respond to the solicitation.
   c. Our project schedule would not permit us to perform.
   d. Unable to meet requirements.
   e. Other:

   N/A

2. Additional remarks:

   N/A

TOWN OF DAVIE

VENDOR REGISTRATION FORM

VENDOR INFORMATION

Is this a form being filled out as a new application or an update to an existing application?

New Application ☐ Updating Application ■

Vendor Name:

(Business Name Registered With The State OR Full Name If An Individual)

R&M SERVICE SOLUTIONS, LLC

Mailing Address:

7256 WESTPORT PLACE, SUITE A
WEST PALM BEACH, FL 33413

Remit to Address
(If Different from Mailing Address):

Contact Name:
ELIAS CACERES

Telephone:
(561) 798-3224 ext. 111

Federal Tax ID Number:
27-1422665

Fax Number:
(561) 290-0693

Company Email Address:
ELIAS@RMSERVICESOLUTIONS.COM

Business Website (If Applicable):
https://www.rmservicesolutions.com

Emergency Contact Information

Please enter information the Town can use to contact you for disaster or emergency services below

Name	Contact Information
MIKE GEORGE	352-398-9127 mgeorge@rmservicesolutions.com
Jonathan Wise	352-346-5240 jwise@rmservicesolutions.com
Todd Jernigan	407-462-9960 tjernigan@rmservicesolutions.com

Have you been awarded any government contracts recently or in the past? If yes, please list the contract #'s, the agency, the service provided , and if it is still active.

Seminole County Contract # IFB-602347-15/GCM Hydrant Maintenance Active
Town of Longboat Key, Florida # (IFB-19-070) Hydrant Maintenance Active

Products & Services

In the space provided below please indicate any product or services that your firm provides

Valve and Hydrant Maintenance, Repair, and Replacements

Ownership Disclosure

1. If the contract or business transaction is with a company, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership %
Rackozy, John R.	7256 Westport Place, Ste A., West Palm Beach, FL 33413	55%
Rakoczy, Cory D.	7256 Westport Place, Ste A., West Palm Beach, FL 33413	25%
George, Michael	7256 Westport Place, Ste A., West Palm Beach, FL 33413	10%
Benedetto, Thomas M.	7256 Westport Place, Ste A., West Palm Beach, FL 33413	10%

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address

3. The officers of the Corporation are as follows:

	Name	Address
President:	Rakoczy, John R.	7256 WESTPORT PLACE, SUITE A, WEST PALM BEACH, FL 33413
Vice President:	Rakoczy, John R.	7256 WESTPORT PLACE, SUITE A, WEST PALM BEACH, FL 33413
Secretary:	Rakoczy, Corey D	7256 WESTPORT PLACE, SUITE A, WEST PALM BEACH, FL 33413
Treasurer:	Rakoczy, Corey D	7256 WESTPORT PLACE, SUITE A, WEST PALM BEACH, FL 33413
Registered Agent:	CORPORATE CREATIONS NETWORK INC	801 US HWY 1 Suite 301 NORTH PALM BEACH, FL 33408

VENDOR REQUIREMENTS GUIDE

The purpose of this section is to assist you with certain requirements when doing business with the Town. The below listed key points have been developed to assist you in providing necessary information that will result in a smoother procurement and contracting process. This will expedite the ordering process and help to ensure your payments are made in a timely fashion.

When Providing A Quote Related To A Contract, Please Do The Following

a. You must reference the contract number that is being utilized to develop the quote.
b. You must remove any extraneous terms and conditions that are not related to the referenced contract on your quote.
c. Remove any request for an authorized signature on the quote. A purchase order can be provided.
d. If you are quoting prices based on a cost-plus contract, please show your Cost + % of Markup = Total Cost. This will help us verify that your pricing complies with the contract. We ask that you provide evidence of your cost (supplier invoice/receipt) using this model.
e. If you are quoting prices based on a discount off list, please show List Price +% Discount = Total Cost. This will help us verify that your pricing complies with the contract and will provide evidence of the list price as well.
f. If your quoted prices are based on a unit price contract, please ensure the pricing matches the contract.
g. If permits are applicable, please be sure to include those costs on your quote.
h. Please verify if freight is allowed, or not, before submitting your quote.
i. Is installation applicable to the contract, or not? If not, please be sure to notate.
j. When awarded a contract by the Town or the Town chooses to piggyback a contract, please inform all sales and accounting teams that the Town will be utilizing said contract.
k. Please ensure all pricing is loaded into your information system.

All Invoices To The Town MUST Include The Following Information Or It WILL Be Rejected.

a. Must include a PO# when a purchase order has been provided.
b. Must include a non-repetitive invoice number.
c. Must show contract pricing, if applicable to a contract.
d. No freight charges shall be included unless the contract provides for freight terms.
e. All invoices shall be sent to the ordering department or division. This will help to expedite your payment process. Some departments have set up e-mail addresses to which invoices should be submitted. It is advisable to request such email address when speaking to the department you are doing business with.
f. The Town's policy is to pay within 30 days; however, Florida Law is net 45 days from the receipt of a **proper** invoice.
g. The Town is a Tax-Exempt entity therefore all sales tax shall be excluded.
h. The Town will pay either by Purchasing Card (credit card) or Purchase Order/Invoice. The Town will not pay any convenience fees for Purchasing Card transactions. If it is your policy to charge transaction fees, you must request a PO before an order is placed.

Packages And Deliveries

All packages must include the "ship to" address and contact information of the person who placed the order on the outside of the package. Without this information, the Town may be unable to verify delivery.

Vendor Self Service

If you are already registered as a vendor with the Town click below to visit the Vendor Self Service Portal to check information on 1099 History, Payments, Purchase Orders and Invoices that the Town has on file.

SELF SERVICE

TOWN OF DAVIE
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

R&M Service Solutions, LLC. does not:

Company Name

1. Participate in a boycott of Israel; and

2. Is not on the Scrutinized Companies that Boycott Israel list; and

3. Is not on the Scrutinized Companies with Activities in Sudan List; and

4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

5. Has not engaged in business operations in Cuba or Syria.

Affirm: ☑

E-VERIFY FORM

Company/FirmName:

R&M Service Solutions, LLC.

Vendor/Consultant/Contractor and any sub-contractors shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the resulting Contract/Purchase Order, if awarded. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of this contract.

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

(a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and

(b) all persons (including SUBCONTRACTORs/SUBVENDORs) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By executing this form, I, Michael George, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Affirm: ☑

Vendor or Contractor Conflict of Interest Disclosure Statement

What Defines A Conflict Of Interest According To The Town:

A. An officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with a grant of the Agreement with the Town or its Departments.

B. There are undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor with a connection with another entity or person making a proposal for the same purpose, and possibly with collusion, fraud or conflict of interest. Elected or appointed officer(s) or official(s), director(s), employee(s), agent(s) or other consultant(s) of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1.) Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
2.) Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

DISCLOSURE OF CONFLICT OF INTEREST

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED ABOVE AND IN SECTION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Please indicate below if there is a Conflict Of Interest.
(Please select one option)

☐ YES ☑ NO

If you indicated yes above please list the names and relationships of those who you believe would lead to a conflict of interest in the space provided below

Name:	Relationship:

By signing this document you are affirming that you have read and understood the terms, conditions, and information above. That all the information provided above is true and accurate. That the business associated with this application has not been debarred and does not have a conflict of interest in any manner as described above. That you have the proper authority to sign this document.

Michael George, General Manager

Name & Title, Typed or Printed

Authorized Signature

9/5/2023
Date

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: 9-5-2023, 20___ Signed: _____

Entity: R&M Service Solutions, LLC. Name: Michael George

Title: General Manager

STATE OF Florida
COUNTY OF Pasco

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 5 day of September, 2023, by Michael George, as General Manager for R&M Service Solutions, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

Print Name: Jonathan Wise

State of Florida at Large (Seal)

My commission expires: _____

JONATHAN WISE
MY COMMISSION EXPIRES MAY 11, 2024
#GG 986674
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RAKOCZY, JOHN ROBERT

R&M SERVICE SOLUTIONS, LLC
PO BOX 210155
ROYAL PALM BEACH FL 33421

LICENSE NUMBER: CUC1225260

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida
Department of Environmental Protection
OPERATOR CERTIFICATION PROGRAM
2600 BLAIR STONE ROAD, M.S. 3506
TALLAHASSEE, FLORIDA 32399-2400
(850)245-7500

MICHAEL G. GEORGE
10482 DUNKIRK ROAD
SPRING HILL, FL 34608

State of Florida
Department of Environmental Protection

LICENSE NO.: 0018509 **DATE ISSUED: 03/29/2023**

CLASS 1 DISTRIBUTION SYSTEMS

MICHAEL G. GEORGE

IS LICENSED UNDER PROVISIONS OF CHAPTER 403, FLORIDA STATUTES

VALID UNTIL: 04/30/2025

State of Florida
Department of Environmental Protection

ISSUED: 03/29/2023

LICENSE NO.: 0018509

THE CLASS 1 DISTRIBUTION SYSTEMS OPERATOR NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 04/30/2025

MICHAEL G. GEORGE

RON DESANTIS
GOVERNOR

SHAWN HAMILTON
SECRETARY

DISPLAY IS REQUIRED BY LAW

State of Florida
Department of Environmental Protection

ISSUED: 03/30/2023

LICENSE NO.: 0019084

THE CLASS 1 DISTRIBUTION SYSTEMS OPERATOR NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 04/30/2025

CARSON TODD JERNIGAN

RON DESANTIS
GOVERNOR

SHAWN HAMILTON
SECRETARY

DISPLAY IS REQUIRED BY LAW

LICENSE NO.: 0020693 DATE ISSUED: 04/05/2023

CLASS 3 DISTRIBUTION SYSTEMS

JOHN R. DINOVO

IS LICENSED UNDER PROVISIONS OF CHAPTER 403, FLORIDA STATUTES

VALID UNTIL: 04/30/2025

State of Florida

Department of Environmental Protection

ISSUED: 04/05/2023

LICENSE NO.: 0020693

THE CLASS 3 DISTRIBUTION SYSTEMS OPERATOR NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 04/30/2025

JOHN R. DINOVO

RON DESANTIS

GOVERNOR

SHAWN HAMILTON

SECRETARY

DISPLAY IS REQUIRED BY LAW

State of Florida
Department of Environmental Protection
OPERATOR CERTIFICATION PROGRAM
2600 BLAIR STONE ROAD, M.S. 3506
TALLAHASSEE, FLORIDA 32399-2400
(850)245-7500

JONATHAN ANDREW WISE
20510 LAKE LINDSEY RD
BROOKSVILLE, FL 34601

State of Florida
Department of Environmental Protection

LICENSE NO.: 0027970 DATE ISSUED: 03/08/2023

CLASS 3 DISTRIBUTION SYSTEMS

JONATHAN ANDREW WISE

IS LICENSED UNDER PROVISIONS OF CHAPTER 403, FLORIDA STATUTES

VALID UNTIL: 04/30/2025

State of Florida
Department of Environmental Protection

ISSUED: 03/08/2023 **LICENSE NO.: 0027970**

THE CLASS 3 DISTRIBUTION SYSTEMS OPERATOR NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 04/30/2025

JONATHAN ANDREW WISE

RON DESANTIS
GOVERNOR

SHAWN HAMILTON
SECRETARY

DISPLAY IS REQUIRED BY LAW

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Dianne Klaus
Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	PHONE (A/C, No, Ext): (561) 721-3746 FAX (A/C, No): E-MAIL ADDRESS: Dianne.Klaus@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Transportation Insurance Company	20494
INSURER B : Continental Insurance Company	35289
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

R&M Service Solutions, LLC
7256 Westport Place, Suite A
West Palm Beach, FL 33413

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X		6042667780	7/21/2023	7/21/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			6081140945	7/21/2023	7/21/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7034018351	7/21/2023	7/21/2024	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6042667794	7/21/2023	7/21/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Equipment Floater			QT6605N313831-TIL-23	7/21/2023	7/21/2024	Leased/Rented-Item	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Davie is Additional Insured with respect to General Liability when required by written contract per form #CNA75079XX

CERTIFICATE HOLDER

Town of Davie
8800 SW 36th Street
Davie, FL 33328

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Mar 31, 2023
Secretary of State
8808502470CC

DOCUMENT# L09000114038

Entity Name: R&M SERVICE SOLUTIONS, LLC

Current Principal Place of Business:

7256 WESTPORT PLACE, SUITE A
WEST PALM BEACH, FL 33413

Current Mailing Address:

7256 WESTPORT PLACE, SUITE A
WEST PALM BEACH, FL 33413 US

FEI Number: 27-1422665

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATE CREATIONS NETWORK INC.
801 US HWY 1
NORTH PALM BEACH, FL 33408 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MANAGING MEMBER	Title	MEMBER
Name	RAKOCZY, JOHN R	Name	RAKOCZY, COREY
Address	7256 WESTPORT PLACE, SUITE A	Address	7256 WESTPORT PLACE, SUITE A
City-State-Zip:	WEST PALM BEACH FL 33413	City-State-Zip:	WEST PALM BEACH FL 33413
Title	MEMBER	Title	MEMBER
Name	GEORGE, MICHAEL	Name	BENEDETTO, THOMAS
Address	7256 WESTPORT PLACE, SUITE A	Address	7256 WESTPORT PLACE, SUITE A
City-State-Zip:	WEST PALM BEACH FL 33413	City-State-Zip:	WEST PALM BEACH FL 33413

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOHN RAKOCZY

MANAGING MEMBER,BY SAVANAH STRYDOM, ATTORNEY-IN-FACT

03/31/2023

Electronic Signature of Signing Authorized Person(s) Detail — Date

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

R&M Service Solutions, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

7256 Westport Place Suite A

Requester's name and address (optional)

6 City, state, and ZIP code

West Palm Beach, FL 33413

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	7	–	1	4	2	2	6	6	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

_____
Company Submitting Bid

INVITATION TO BID

ITB NO.	**RS - 23 - 69**
TITLE	**Fire Hydrant Maintenance**
AVAILABLE	**Wednesday, August 9, 2023**
NON- MANDATORY	**Thursday, August 17, 2023, at 10:00 AM EST**
PRE-BID CONFERENCE	**Meeting Information** **Meeting link:** **https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=m65f41495d29868c93ac7907aeffc050b** **Meeting number:** **2334 223 3542** **Password:** **m36M2yMuMaT (63662968 from video systems)** **Join by video system** **Dial 23342233542@daviepurchasing.webex.com** **You can also dial 173.243.2.68 and enter your meeting number.** **Join by phone** **+1-408-418-9388 United States Toll** **Access code: 2334 223 3542**
DUE DATE	**02:00 PM EST on Wednesday, August 30, 2023**
SUBMIT TO	**DEMANDSTAR**
ESTIMATED BUDGET	**$100,000**
BONDS	**N/A**

Download Bid Information for Free at: **https://www.davie-fl.gov/bids**

Town of Davie Supplier Central: **https://www.davie-fl.gov/877/Supplier-Central**

Pursuant to Town Code Section No. 2-320 a Cone of Silence is hereby imposed on this solicitation.

TOWN OF DAVIE
ITB NO. RS-23-69
INVITATION TO BID
FIRE HYDRANT MAINTENANCE

Dear Potential Bidder:

The Town of Davie, Florida invites qualified contractors to submit responses in accordance with the requirements stated herein no later than **02:00 PM EST on Wednesday, August 30, 2023,** for **ITB NO. RS-23-69 Fire Hydrant Maintenance.** Interested firms may secure the solicitation package and all other pertinent information by visiting http://www.davie-fl.gov/bids or at DemandStar.com.

Pursuant to Town Code Section No. 2-320 and section 1.51 of the terms and conditions, a Cone of Silence is hereby imposed on this solicitation. The cone shall be in effect until such time of award by the Town Administrator or the Town Mayor and Council.

A Non-Mandatory Pre-Bid Conference will be held on Thursday, August 17, 2023, at 10:00 AM EST, via online meeting.

Meeting Information
Meeting link:
https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=m65f41495d29868c93ac7907aeffc050b
Meeting number:
2334 223 3542
Password:
m36M2yMuMaT (63662968 from video systems)

Join by video system
Dial 23342233542@daviepurchasing.webex.com
You can also dial 173.243.2.68 and enter your meeting number.
Join by phone
+1-408-418-9388 United States Toll
Access code: 2334 223 3542

Questions regarding this solicitation shall be submitted in writing to bids@davie-fl.gov no later than 5:00 PM on **August 21, 2023**. Responses to those questions considered material to the solicitation will be made available as formal addenda to the Town's Procurement website and DemandStar.com. It is the responsibility of prospective bidders to ensure they are aware of all addenda issued relative to this solicitation.

Bidders **shall submit all bid documents electronically through** www.demandstar.com**.** A full instructional guide on how to submit documents will be included with this solicitation. The Town will maintain documentation on its own website at www.davie-fl.gov/411/Procurement for general public information and posting requirements. **Late submissions shall not be accepted.**

Bid responses will be publicly opened and firm names read aloud in the Temporary Town Hall Building "D", located at 8800 SW 36th Street Davie, FL 33328, after the due date/time noted above. Members of the public may still attend virtually by phone or online. Please see below for virtual meeting information:

Meeting Information
Meeting link:
https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=m01b51f4130a2526f9e4b723c7236a6a2
Meeting number:
2343 652 8821
Password:
vsYHfT39r75 (87943839 from video systems)

Join by video system
Dial 23436528821@daviepurchasing.webex.com
You can also dial 173.243.2.68 and enter your meeting number.
Join by phone
+1-408-418-9388 United States Toll
Access code: 2343 652 8821

The selection of the successful bidder(s) shall be at the Town's discretion and shall be made in a prompt manner after the receipt and evaluation of all ITB responses. The Town of Davie reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at 954-797-1023 at least forty-eight (48) hours prior to the meeting to request such accommodation. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD).

Brian K. O'Connor
Procurement Manager
Town of Davie

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

Pursuant to Florida Statute § 286.0105, if a person decides to appeal any decision made by this board, agency, committee, or council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings. For such purpose he or she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

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SECTION 1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the work.

Bid: The written offer of a Bidder to perform the work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: Bid Guarantee or bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the Town, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Town Administrator and/or Town Council.

Contract: The written agreement between the Town and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

Contract Administrator: Town of Davie Town Administrator or his designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the Town of Davie and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

Town: The Town of Davie, a municipal corporation and political subdivision of the State of Florida, incorporated within Broward County, Florida, whose governing body is a Town Council consisting of a Mayor, Vice Mayor and three Town Council members. As used hereunder, the Town is the Town of Davie, including its districts, boards, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents and volunteers.

Community Redevelopment Agency (CRA): The Town of Davie Community Redevelopment Agency, which is created pursuant to Florida Chapter 163, Part III.

Town Administrator: The Administrator of the Town of Davie, Florida.

Executive Director: The Executive Director of the Davie Community Redevelopment Agency.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the Towns Project Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with the Town of Davie.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the Town's Contract Manager.

Notice To Proceed (NTP): The written communication issued by the Town to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

Owner: The term Owner as used in this Contract shall mean the Town of Davie.

Performance and Payment Bonds: Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The duly authorized representative designated to manage the Project.

Scope of Service: Document which details the work to be performed by the Contractor.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words **"Work", "Services", "Program", or "Project":** All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words **"Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed",** or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Town's Project Manager or; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Town's Project o Manager. In resolving disputes and in all respects the Town Administrator's decision shall be final.

1.2 VENDOR NOTIFICATION

It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. Vendors may enroll with the Town to be included on an email list for goods and services which can be found at https://www.davie-fl.gov/list.aspx.

1.3 LOCAL PREFERENCE

(a) Definitions.
Local Davie Vendor. A "local Davie vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Town limits for a minimum of six (6) months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Town of Davie

and have an address that the U.S. Postal Service recognizes as being a Davie address to be eligible. Local Broward County Vendor. A "local Broward County vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of six (6) months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides and have an address that the U.S. Postal Service recognizes as being a Broward County address to be eligible.

Bid. A bid shall be any competitive solicitation by specification officially posted by the Town of Davie Procurement staff on the Town's website where the award is determined by the lowest responsible and responsive bidder

Proposal. A proposal shall be any competitive solicitation by request for proposal (RFP) officially posted by the Town of Davie Procurement staff on the Town's website where the award is determined by qualifications.

(b) Process.

(1) Competitive bid. For bid evaluation purposes, vendors that meet the definition of "local Davie vendor" as detailed above shall be given a five (5) percent evaluation credit. This shall mean that if a "local Davie vendor" submits a bid/quote that is within five (5) percent of the lowest price submitted by any vendor, the "local Davie vendor" shall have an option to submit another bid which is at least one (1) percent lower than the lowest responsive bid/quote. If the "local Davie vendor" submits a bid which is at least one (1) percent lower than that lowest responsive bid/quote, then the award will go to the "local Davie vendor." If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "local Davie vendor," the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

For bid evaluation purposes, vendors that meet the definition of "local Broward County vendor" as detailed above shall be given a two and one-half (2.5) percent evaluation credit. This shall mean that if a "local Broward County vendor" submits a bid/quote that is within two and one-half (2.5) percent of the lowest price submitted by any vendor, the "local Broward County vendor" shall have an option to submit another bid which is at least one (1) percent lower than the lowest responsive bid/quote. If the "local Broward County vendor" submits a bid which is at least one (1) percent lower than that lowest responsive bid/quote, then the award will go to the "local Broward County vendor." If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "local Davie vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a "local Davie vendor" and a "local Broward County vendor" participating in the same bid solicitation and both vendors qualify to submit a second bid as detailed above, the "local Davie vendor" will be given first option. If the "local Davie vendor" cannot beat the lowest bid received by at least one (1) percent, an opportunity will be given to the "local Broward County vendor." If the "local Broward County vendor" cannot beat the lowest bid by at least one (1) percent, then the bid will be awarded to the lowest bidder regardless of geographic location of the business.

If multiple "local Davie vendors" submit bids/quotes which are within five (5) percent of the lowest bid/quote, then all vendors will be asked to submit a "best and final offer (BAFO)." The award will be made to the "local Davie vendor" submitting the lowest BAFO providing that that BAFO is at least one (1) percent lower than the lowest bid/quote received in the original solicitation. If no "local Davie vendor" can beat the lowest bid/quote by at least one (1) percent, then the process will be repeated with all "local Broward County vendors" who have submitted a bid/quote which is within two and one-half (2.5) percent of the lowest bid/quote. If no "local Davie vendor" and no "local Broward County vendor" can submit a BAFO that is at least one (1) percent lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of geographic location of the business.

(c) Competitive proposal. For evaluation purposes, "local Davie vendor" and "local Broward County vendor" shall be a criterion for award in any request for proposal unless specifically exempted by the Town Administrator or the Town Council.

(d) Exceptions.

(1) No "local vendor" preference will be included in any competitive solicitation where the Town is the lead agency for the Southeast Florida Cooperative Purchasing Group.

(2) Utilization of a state or other agency contract.

(3) State or Federal law prohibits the use of local preference.

(4) The work is funded in whole or in part by a governmental entity where the laws, rules,

regulations or policies prohibit the use of local preferences.
(5) Sole source or single source purchases.
(6) The "local vendor" is either non-responsive or non-responsible.
(7) All bids submitted exceed the budget amount for the project.
(8) Emergency purchases.
(9) The Town Administrator and/or the Town Council may exempt any competitive solicitation from the local vendor preference.

1.4 BIDDERS RESPONSIBILITIES

Bidders are required to submit their proposals upon the following express conditions:

A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.

B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the site and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Town or the compensation due the bidder.

C. Bidders are advised that all Town contracts are subject to all legal requirements provided for in the Town of Davie Procurement Code and applicable County Ordinances, State Statutes and Federal Statutes.

1.5 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

A. Our enclosed Bid Proposal Form is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.

B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.

C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.

E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The Town of Davie is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the Town in their (supplier) purchases of goods or services, used in work or goods supplied to the Town. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The Town will pay no sales tax.

1.6 DESCRIPTION OF SUPPLIES

A. Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

B. Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.

C. Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

D. Bidders will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.

E. The Town shall be the sole judge of equality and its decision shall be final.

1.7 SUBMISSION OF BIDS

A. Bidders shall submit all bid documents

electronically through www.demandstar.com. A full instructional guide on how to submit documents will be included with this solicitation. Late submissions shall not be accepted.

B. The Town will maintain documentation on its own website at https://www.davie-fl.gov/411/Procurement for general public information and posting requirements.

C. Bidders requesting a copy of the bid tabulation will find this information through www.demandstar.com or on the Town's website at https://www.davie-fl.gov/411/Procurement.

1.8 ADDENDA

The Procurement Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder may not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their Bid. Failure to include signed formal Addenda in its Bid shall deem its Bid non-responsive provided, however, that the Town may waive this requirement in its best interest.

1.9 REJECTION OF BIDS

The Town reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

1.10 WITHDRAWAL OF BIDS

A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the bid opening.

B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.

C. The Town will permanently retain as liquidated damages the bid deposit furnished by any bidder who requests to withdraw a bid after the bid opening.

1.11 LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be rejected as late.

1.12 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.13 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Procurement Manager, on or before five (5) days prior to scheduled opening, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The Town will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Procurement Manager five (5) days prior to the scheduled opening.

1.14 INVOICING/PAYMENT

All invoices should be sent to: Town of Davie, Finance Department, 8800 SW 36th Street, Davie, FL 33328. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The Town cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

1.15 DISCOUNTS

A. Bidders may offer a discount for prompt payment; however, such discounts shall

NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

1.16 COMPETENCY OF BIDDERS

A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town.

B. The Town may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the Town. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.17 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Town:
Project Manager
Town of Davie
Attention: Bill Peele
Superintendent of Ops. Utility, Utilities Department
Phone: 954-327-3743
Email: bpeele@davie-fl.gov

To the Procurement Division:
Brian O'Connor, C.P.M., Procurement Manager
Procurement Division
8800 SW 36th Street,
Davie, FL 33328
Phone: (954) 797-1016 Fax: (954) 797-1049
Email: boconnor@davie-fl.gov

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, and fax numbers and to the person listed in the Contractor's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.18 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the Town of Davie or of the Davie Community Redevelopment Agency. The Contractor shall supply competent and physically capable employees and the Town is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town.

Each employee at all times shall have and display in plain view proper identification. The name of the company shall be displayed on the front of the employee's shirt and the name of the company and employee must be worn on a badge visible from the front of the employee

1.19 AWARD OF BID

A. The Review Committee or Department will make a recommendation based upon the lowest responsive and responsible bidder whose bid conforms to the Invitation for Bids and is most advantageous to the Town. If lowest fails

to comply, then the second will be called upon, and so on.

B. The Town reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations.

C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or services from this contract through the effective period of the award. In any situation where obtaining services from the Primary Vendor (s) is not in the best interest of the Town, or the vendor cannot deliver material and/or services within 24 hours of date required, or on an emergency basis, staff may obtain services from the Secondary Vendor (s).

D. Successful Bidder shall be notified in writing of award.

E. Delivery of materials and/or services shall be performed upon receipt by successful bidder of a numbered, signed purchase order.

F. In the event that the awarded vendor (s) is unable to perform as required, the Town reserves the right to award to the next lowest, responsive, responsible vendor (s).

1.20 BID PROTESTS

The Town shall provide notice of its intent to award or reject to all bidders by posting such notice on the Town's website within two (2) working days after the posted review committee meeting.

If a vendor feels that it has been treated unfairly with regard to the results of a solicitation, or the resulting recommendation for award, it may protest the Town's action as follows:

(a) Applicability. This section shall apply to protests by bidders and proposers regarding claims made by contractors participating in a Town contract or bidding process and shall only apply to protests by bidders or offerors when the Town Procurement Division posts a Notice of Intent to Award in regards to a purchase in excess of the Town's formal competitive threshold as established in section 2-321(a) "Methods of Source Selection", "General" of this Code.

(1) Protests; right to protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Manager. The protest shall be submitted in writing within seventy-two (72) hours excluding holidays and weekends after such aggrieved person knows or should have known of the facts giving rise thereto or the posting of the Town's notice of intent to award on the Town's website.

(2) Contract claims. All claims by a contractor against the Town relating to a contract shall be submitted in writing to the Procurement Manager. The contractor may request a conference with the Procurement Manager on a submitted claim. Claims include, without limitation, disputes arising under a contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

(3) Service of a protest. Service of a protest by mail or courier shall not expand the time frame period allowed for delivery of a protest.

(b) Authority to resolve protests and contract claims.

(1) Protests. The Procurement Manager, after consulting with the Town Attorney, shall have the authority consistent with this Code to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.

(2) Contract claims. The Procurement Manager, after consulting with the Town Attorney, shall have the authority to resolve contract claims, subject to the approval of the Town Administrator or Town Council, as applicable, regarding any settlement that will result in a change order or contract modification.

(c) Decision. If a protest brought pursuant to subsection (a) of this section is not resolved by mutual agreement, the Procurement Manager shall promptly issue a decision in writing to the protesting party upholding or denying the protest or staying the award process for further investigation. A copy of the decision shall be mailed or otherwise furnished to the protestant or claimant and any other party intervening. The decision shall state the reasons for the action taken.

(d) Finality of decision. A decision under subsection (c) of this section shall be final unless within three (3) business days from the date of receipt of the decision, the protestant or claimant files a written appeal with the Town Administrator.

(e) Authority of the Town Administrator. The Town Administrator shall have the jurisdiction to review and determine any appeal by an aggrieved party from a determination by the Procurement Manager regarding a protest or contract claim. Such decision shall be final and conclusive.

(f) Protest limitations:

(1) A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

(2) The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.

(3) Only a bidder whose bid is timely received and fully complies with all terms and conditions of the bid may protest an award.

(g) Protest bond required. Upon the filing of a formal written protest the contractor or vendor shall post a bond, payable to the Town of Davie, in an amount equal to five (5) percent of the total bid or estimated contract amount, or ten thousand dollars ($10,000.00), whichever is less. In the case of unit cost contracts, discount or percentage-based contracts the full ten thousand dollars ($10,000) shall be provided. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protesting contractor or vendor in the event the protest is resolved adversely to the protester. An irrevocable letter of credit or other form of approved security, payable to the Town, will be accepted. Failure to submit a bond simultaneously with the formal written protest shall invalidate the protest and the Town may proceed to award the contract as if the protest had never been filed.

(h) Consideration of timely protests. The Town's consideration of a timely written protest shall not necessarily stay the award process, as may be in the best interest of the Town. The Procurement Manager, through the Town Administrator, may recommend to proceed with the award if there is a necessity or emergency that will cause loss to the Town if not awarded immediately.

(i) Timely submittal of protest or appeal required. Failure of a party to submit timely a written protest to the Procurement Manager within the time provided in this section shall constitute a waiver of such party's right to protest pursuant to this section.

(j) Costs. Any and all costs incurred by a protesting party in connection with a protest pursuant to this section shall be the sole responsibility of the protesting party.

1.21 AGREEMENT

An agreement shall be sent to the awarded vendor to be signed, witnessed, and returned to the Town for execution, when applicable. The Town will provide a copy of the fully executed agreement to the awarded vendor. In the event of an ITB the solicitation document and all addenda shall serve as the complete agreement. The vendors signature on the bid page and the signed award document by the Town shall constitute a binding agreement.

1.22 DISQUALIFICATION OF BIDDERS

A bid may be disqualified temporarily or permanently and rejected by the Town for any lawful reason, including but not limited to the following reasons:

A. Poor performance or default, in the Town's opinion, on previous contracts with the Town.

B. Poor performance or default, in the Town's opinion, on previous contracts with other public entities.

C. Insufficient financial or company size, in the Town's opinion, to perform the requirements of the contract.

1.23 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Town. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Town may result in termination of the contract for default. The Vendor shall cause all subcontractors to accept the terms and conditions of the Vendor’s agreement with the Town.

1.24 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Town and Town's approval, which consent Bidder acknowledges is at the sole discretion of the Town. The Town shall have the ability to assign or transfer this agreement in the event the Town of Davie Utilities Department is acquired by another entity. The Town shall provide notice to the successful Bidder.

1.25 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement, may be debarred from doing business with the Town. The Town may also elect to terminate or cancel any other contracts with such individual, corporation or entity with no penalty to the Town for such termination. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation of this or any other contract with the Town under this section, including but not limited to the Town attorney's fees and costs.

1.26 COLLUSION

The bidder, by affixing a signature to this proposal, agrees to the following:
1. Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Town department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

2. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham response in connection with the work for which the bid has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid response or of any other bidder, or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

3. The price or prices quoted in the bid response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interest.

1.27 REASON FOR NO BID FORM

If choosing not to bid, please complete and return the enclosed form indicating reason for "No Bid" at this time.

1.28 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the bidder, if awarded a contract, shall save harmless and fully indemnify and defend the Town and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

1.29 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the Town provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the Town are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance

with Chapter 119 of the Florida Statutes. If the Bidder submits trade secrets, as defined under the applicable Florida Statutes, the Bidder shall stamp each page in which the trade secret is listed and clearly mark the information deemed to be a trade secret. The Bidder shall also submit a separate document listing each page in which a trade secret is listed. Additionally, using the appropriate legal analysis, the separate document must clearly state why the information marked as a trade secret is deemed a trade secret pursuant to the applicable Florida Statutes and Florida case law as to be exempt under Chapter 119 of the Florida Statutes.

1.30 CONTRACTOR COMPLIANCE WITH PUBLIC RECORDS LAW

Contractor agrees to comply with public records laws. This includes but is not limited to:

1. Keep and maintain public records as required by the Florida Statutes.
2. Upon request from the Town Clerk, provide the Town of Davie 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 the applicable Florida Statutes.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost to the Town all public records in possession of the contractor or keep and maintain public records required by the Town to perform the service. If the contractor transfers all public records to the Town, 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 Town, upon request from the Town Clerk, or his/her designee, in a format that is compatible with the information technology systems of the Town.

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 954-797-1000, Evelyn_Roig@Davie-FL.gov, 8800 SW 36th Street, Davie, FL 33328.

1.31 SCRUTINIZED COMPANIES

Florida Statute § 287.135: Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to the Contractor of the Town's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

1.32 REQUEST FOR PROPOSAL

Should these "General Conditions" be used in the specifications for a Request for Proposal, every reference to a bid shall be and mean the same as proposal.

1.33 EXCEPTIONS TO PROPOSAL

The bidder must clearly indicate any exceptions it wishes to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Town, at its sole and

absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Town shall require the Bidder to comply with the particular term and/or condition of the solicitation to which the Bidder took exception (as said term and/or condition was originally set forth on the solicitation.)

1.34 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The contractor shall indemnify, defend and hold harmless the Town of Davie, its officers, employees, volunteers, agents, boards, elected and appointed officials, instrumentalities and the Davie Community Redevelopment Agency from and against any and all liability, losses or damages, including but not limited to attorney's fees and costs, incurred 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 agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The awarded bidder shall pay all claims and losses in connection with this agreement, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town or the Community Redevelopment Agency, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The contractor expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, defend, keep and save harmless and defend the Town, the Community Redevelopment Agency, or its officers, employees, agents, and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this contract. Notwithstanding anything set forth in the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the Town beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Town for damages, regardless of the number or nature of claims in tort, equity, or Contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Town, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

1.35 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). Contractor agrees that no portion of the bid award will be paid to any employees of the Town of Davie, its elected officials, and/or the contractor's consultants, as a commission, kickback, reward or gift, directly or indirectly by the firm or by an officer of the firm.

1.36 CONFLICT OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and not withstanding application of conflicts of law principles.

1.37 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The Town does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

1.38 QUANTITIES

The Town specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Town, without such change affecting the contract unit price set forth in the proposal form by the bidder.

1.39 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the Town unless loss or damage results from negligence by the Town. If the materials or services supplied to the Town are found to be defective or to not conform to specifications, the Town reserves the right to cancel the order upon written notice to the

contractor and return product at bidder's expense.

1.40 WARRANTY

Unless otherwise specified, all items proposed by the bidder shall include a warranty covering services, parts and/or labor for a specified period of time. The bidder shall submit information on both manufacturer and dealer warranties, including proposed term of warranty coverage, where applicable, with the bid proposal. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the Town, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

1.41 CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.42 CONTRACT RENEWAL

Any contract may be renewed within the parameters set forth in solicitation document or negotiated terms.

1.43 CONTRACT EXTENSION

In the event of a term contract for goods and services that is scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the Town Administrator or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the Town.

1.44 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.45 SAFETY DATA SHEET (SDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS) for each substance as a condition of the award of the bid by the Town.

1.46 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the proposal page under exceptions to specifications.

1.47 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the Town. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

1.48 PUBLIC ENTITY CRIMES

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 Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.49 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity,

and may not transact business with any public entity.

1.50 DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

1.51 CONE OF SILENCE

(a) Prohibited communication. Except as set forth in subsection (d), during the course of a competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a competitive solicitation, including a person or entity's representative; and

(2) Any Town Councilmember, the Town Administrator or any person or group of persons appointed or designated by the Town Council or the Town Administrator to evaluate, select, or make a recommendation to the Town Council or the Town Administrator regarding a competitive solicitation, including any member of the selection committee.

(b) Effective dates. A cone of silence shall begin and shall end for competitive solicitations as follows:

(1) A cone of silence shall be in effect during a competitive solicitation process beginning upon the advertisement for the competitive solicitation or during such other procurement activities as declared by the Town Council.
(2) The cone of silence shall terminate at the time the Town Council or Town Administrator takes final action or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation process.

(c) Notice. When the cone of silence becomes effective for a particular competitive solicitation, the Town Administrator or designee shall provide notice of the cone of silence to the Town Council. The solicitation document for the goods or services shall generally disclose the requirements of this section. Notice of the termination of the cone of silence shall be provided in the award documentation to the Town Administrator and /or Town Council.

(d) Permitted communication.
(1) The cone of silence shall not apply to written or oral communications with legal counsel for the Town or the Procurement Division staff for the Town.
(2) Nothing contained in this section shall prohibit any person or entity subject to this section from:

a. Making public presentations at pre-bid conferences or at a selection or negotiation meeting related to the competitive selection.
b. Engaging in contract negotiations with the entity selected to negotiate the terms of the agreement or with the Town Council during a public meeting.
c. Making a scheduled public presentation to the Town Council during any public meeting related to the competitive solicitation.
d. Nothing contained in this section shall prohibit a Town Councilmember from initiating contact with a Vendor or Vendor's Representative and subsequent communication related thereto for the purpose of obtaining further information regarding the Competitive Solicitation.
e. Nothing in this section shall prohibit a Town Council, the Town Council office personnel, and other Town employees from communicating with each other except as prohibited under Chapter 119 of the Florida State Statutes.
f. Communicating with the person or persons designated in the competitive solicitation as the contact person for clarification or information related to the competitive solicitation. The contact person shall not be a member of the selection/evaluation committee, or the person designated to negotiate the agreement, except as otherwise provided for in subsection (d)(1) above.

(3) The Procurement Manager or designee and the Town Attorney or designee shall accept written communications from persons or entities subject to this section during the time a cone of silence is applicable to a competitive solicitation.

(e) Violations. Any action in violation of this section by a vendor or contractor shall be cause for disqualification of the bid or the proposal. The determination of a violation and the penalty shall be made by Town Council.

(f) Any employee violating this section shall be subject to disciplinary action by the Town Administrator up to and including termination.

(g) The cone of silence shall not apply to a competitive process which seeks to enter into a contract or award of money to perform governmental, quasi-governmental, social or human services primarily for charitable, benevolent, humanitarian or other philanthropic purposes, such as the award of grants or support assistance to organized nonprofit entities that promote or assist with the care, education, health, standard of living or general welfare of people in the Town of Davie, or that promote or assist community or neighborhood enhancements.

1.52 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

1.53 ACCESS TO RECORDS

The Town reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement, as specified in Florida Statute Chapter 119 and section 1.30 of this agreement, and upon request make them available to the Town following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards at no cost to the Town.

1.54 TOWN WEBSITE

Bids, addenda, Intents to Award, and other information is available on the Procurement

Division's "Procurement" page, which can be found at: https://www.davie-fl.gov/411/Procurement.

1.55 DISCLAIMER

The Town of Davie may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Town of Davie's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the Town of Davie, to be the most competitive, shall be submitted to the Town of Davie's Town Administrator and/or Town Council, and the final selection will be made shortly thereafter with a timetable set solely by the Town of Davie. The selection by the Town of Davie shall be based on the bid, which is, in the sole opinion of the Town Administrator and/or Town Council of the Town of Davie, in the best interest of the Town of Davie. The issuance of this bid constitutes only an invitation to make presentations to the Town of Davie. The Town of Davie reserves the right to determine, at its sole discretion, the lowest responsive and responsible bidder. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.56 CONFIDENTIALITY

As a political subdivision, the Town of Davie is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the Town of Davie's evaluation are open to public inspection and subject to disclosure upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

1.57 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

A. The terms and conditions of the agreement

B. The Town of Davie's solicitation and any associated addenda and attachments thereof, and

C. The Contractor's Proposal.

1.58 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Town's Project Manager.

The Contractor acknowledges that the Town shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Town. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Town with input regarding the time and cost to implement said changes and in

executing the activities required to implement said changes.

1.59 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the Town's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The Town shall have no obligation to pay the Contractor any sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Town and the Contractor.

All Services undertaken by the Contractor before Town's approval of this Contract shall be at the Contractor's risk and expense.

1.60 PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Town at any time during the Contract term, including any renewal or extension thereof.

1.61 GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to its errors and omissions, and shall promptly correct or replace all such deficient work due to its errors and omissions without cost to Town upon the request of the Town for five years after the date of acceptance of the project by the Town, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs, where applicable. Payment in full by the Town for work performed does not constitute a waiver of this guarantee.

1.62 MANNER OF PERFORMANCE

A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Town in accordance with the terms and conditions of the Agreement. The Town shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Town, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

B. The Contractor agrees to defend, hold harmless and indemnify the Town and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Town, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Town. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Town, should the Town make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

E. The Contractor shall at all times cooperate with the Town and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

F. The Contractor shall comply with all provisions of all federal, state and local

laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

1.63 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent or servant of the Town. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Town shall be that of an independent contractor and not as employees and agents of the Town.

The Contractor does not have the power or authority to bind the Town in any promise, agreement or representation other than specifically provided for in the Agreement.

1.64 AUTHORITY OF THE TOWN'S PROJECT MANAGER

A. The Contractor hereby acknowledges that the Town's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including but not limited to: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

B. The Contractor shall be bound by all determinations or orders and shall promptly comply with and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

D. In the event of such dispute, the parties to the Agreement authorize the Town Administrator or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Town Administrator's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Town Administrator within 10 days of the occurrence, event or act out of which the dispute arises.

The Town Administrator may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town Administrator participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Town Administrator for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Town Administrator is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Town Administrator shall render a decision in writing and deliver

a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor and the Town reserve the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.65 MUTUAL OBLIGATIONS

A. The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

B. Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party.

C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the Town may, at its expense, elect to participate in the defense if the Town should so choose. Furthermore, the Town may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter Contractor agrees to pay the Town's costs, attorney's fees and/or any resulting judgment or settlement from the Contractor.

1.66 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

1.67 AUDITS

The Town, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of the Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the Town as needed. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to the Agreement.

The Contractor agrees to grant access to the Town's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

1.68 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Town in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.69 SUBCONTRACTUAL RELATIONS

A. If the Contractor will cause any part of the Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

B. The Contractor, before making any subcontract for any portion of the services, will state in writing to the Town the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the Town may require. The Town will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Town.

C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.

D. In order to qualify as a subcontractor satisfactory to the Town, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the Town that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the Town that it has satisfactorily performed services of the same general type which is required to be performed under the Agreement.

E. The Town shall have the right to withdraw its consent to a subcontract if it appears to the Town that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under the Agreement. All subcontractors are required to protect the confidentiality of the Town and Town's proprietary and confidential information. Contractor shall furnish to the Town copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Town permitting the Town to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the Town finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Town to any subcontractor hereunder as more fully described herein.

1.70 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Town were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the Town makes no representations or guarantees, the Town shall not be responsible for the accuracy of the assumptions presented, the Town shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.71 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

1.72 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

A. The Town and/or the CRA, may terminate the Agreement and pursue all remedies available at law if an individual or corporation or other entity attempts to meet its contractual obligation with the Town and/or the CRA through fraud, misrepresentation or material misstatement.

B. The Town and/or the CRA, may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Town and/or the CRA. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including but not limited to attorney’s fees and costs.

C. Contractor acknowledges and agrees that ten dollars ($10.00) of the compensation to be paid by the Town and/or the CRA, the receipt and adequacy of which is hereby acknowledged by Contractor, is given specific consideration to Contractor for the Town’s and the CRA's right to terminate this Agreement for convenience.

D. The Town, through its Town Administrator, and/or the CRA through its Executive Director, and for its convenience and without cause, may terminate the Contract at any time during the term by giving written notice to consultant/contractor of such termination; which shall become effective within fifteen (15) days following receipt by

the Contractor of such notice. If the Contract is terminated for convenience by the Town and/or the CRA, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Town and/or the CRA shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Town and/or the CRA through fraud, misrepresentation or material misstatement may be debarred from Town and CRA contracting in accordance with the Town debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Town's Procurement Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the Town and/or the CRA may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town and/or the CRA:

1. Stop work on the date specified in the notice ("the Effective Termination Date");

2. Take such action as may be necessary for the protection and preservation of the Town's and/or the CRA's materials and property;

3. Cancel orders;

4. Assign to the Town and/or the CRA and deliver to any location designated by the Town and/or the CRA any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;

5. Take no action which will increase the amounts payable by the Town under the Agreement.

G. In the event that the Town and/or the CRA exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

H. All compensation pursuant to this Article is subject to audit.

1.73 EVENT OF DEFAULT

A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Contractor has not delivered Deliverables on a timely basis;

2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;

3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

5. The Contractor has failed to obtain the approval of the Town where required by the Agreement;

6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and

7. The Contractor has failed in the representation of any warranties stated herein.

B. When, in the opinion of the Town or the CRA, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Town or the CRA may request that the Contractor, within the time frame set forth in the Town's or the CRA's request, provide adequate assurances to the Town or the CRA, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Town or the CRA receives such assurances the Town or the CRA may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Town or the CRA the requested assurances within the prescribed time frame, the Town may:

1. Treat such failure as a repudiation of the Agreement;

2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the Town and/or the CRA shall terminate the Agreement for default, the Town, the CRA, or their designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.74 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

A. Lost revenues;

B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Town for procurement of Services, including procurement and administrative costs; and,

C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Town may also bring any suit or proceeding for specific performance or for an injunction.

1.75 PATENT AND COPYRIGHT INDEMNIFICATION

A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

B. The Contractor shall be liable and responsible for any and all claims made against the Town or the CRA for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Town's or the CRA's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, defend, and hold harmless the Town and the CRA and defend any action brought against the Town with respect to any claim, demand, and cause of action, debt, or liability.

C. In the event any Deliverable or anything provided to the Town or the CRA hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Town's or CRA's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Town or the CRA, at the Contractor's expense, the rights provided under the Agreement to use the item(s).

D. The Contractor shall be solely responsible for determining and informing the Town and/or the CRA whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Town or the CRA may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Town's judgment, use thereof would delay the Work or be unlawful.

E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

1.76 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the Town of Davie is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Town's possession or the CRA's possession may constitute or contain information or materials which the Town or the CRA has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Town or the CRA has developed at its own expense, the disclosure of which could harm the Town's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Town's property, or the CRA's property, any computer programs, data compilations, or other software which the Town has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Town (hereinafter “Computer Software”). The Contractor acknowledges and agrees that all third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Town or the CRA and, if the Computer Software has been leased or purchased by the Town or the CRA, all third party license agreements must also be honored by the contractors’ employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Town any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Town's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

1.77 PROPRIETARY RIGHTS

A. The Contractor hereby acknowledges and agrees that the Town and the CRA retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Town and the CRA to the Contractor hereunder or furnished by the Contractor to the Town and/or created by the Contractor for delivery to the Town, even if unfinished or in process, as a result of the Services the Contractor performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under the Agreement. The Contractor shall not, without the prior written consent of the Town, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the Town's copyrights or other proprietary rights.

B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Town, hereinafter referred to as "Developed Works" are works for hire and are the property of the Town.

C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent,

subcontractor or supplier thereof, without the prior written consent of the Town, except as required for the Contractor's performance hereunder.

Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Town or the CRA so desire, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the Town, the CRA or entities controlling, controlled by, under common control with, or affiliated with the Town, or the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. Such license specifically includes, but is not limited to, the right of the Town or the CRA to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the Town for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Town, the CRA, or entities controlling, controlled by, under common control with, or affiliated with the Town, the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

1.78 ETHICS

In accordance with Section 2-330 of the Town's Code requires that the town shall not purchase any goods or services from any person who is actively employed by the Town of Davie or from any business or entity of which the employee or the employee's spouse or child is an agent, officer, partner, director or proprietor or in which they have a material interest or discretionary authority. Any such individual or business shall be disqualified from participating in any bidding activity for purchases by the town unless specifically authorized by action of the town council. Furthermore all bidders are subject to follow the SECTION 1-19 OF THE BROWARD COUNTY CODE.

1.79 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

B. Occupational Safety and Health Act (OSHA) as applicable to this contract.

C. "Conflicts of Interest" Section 1-19 of the County Code, and Ordinance 2011-19.

D. Florida Building Code (FBC).

E. Notwithstanding any other provision of the Agreement, Contractor shall at all times conduct its operations in a safe and sound manner.

1.80 NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of

this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.81 CONFLICT OF INTEREST

The Contractor represents that:

A. No officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.

B. There are no undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

   1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or

   2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under the Agreement; provided that the Town, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the Town with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Town's best interest to consent to such relationship.

D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.

E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Town's Project Manager. Contractor shall thereafter cooperate with the Town's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

1.82 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the Town:

A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

B. Represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Town, except as may be required by law.

1.83 BANKRUPTCY

The Town reserves the right to terminate this contract if, during the term of any contract the Contractor has with the Town, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

1.84 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

1.85 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the Town under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.86 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the Town for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

1.87 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the project he will supply only material or equipment that is 100% asbestos free.

1.88 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Town employee. Only those communications which are in writing from an authorized Town representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Town as duly authorized expressions on behalf of Contractors.

1.89 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the Town at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the Town shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the Town does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Town, the contract can be cancelled without penalty by the Town upon giving thirty (30) days written notice to the Contractor.

1.90 EQUITABLE ADJUSTMENT

The Town of Davie may, in its sole discretion, make an equitable adjustment in the Contract Terms and conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the successful bidder's control; 2) the volatility affects the marketplace or industry, not just the particular successful bidder's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful bidder that continued performance of the Contract would result in substantial loss. Any adjustment would require irrefutable evidence and written approval by the Procurement Manager, Town Administrator or Mayor and Council depending on the contract threshold and original signature authority established by Town of Davie Code Section 2-319. The Town may elect to provide a one-time increase, an increase for a predetermined period or an increase for the remainder of the contract. In the event of any market decreases the bidder shall in good faith provide the Town with reduced pricing.

1.91 PROHIBITION OF INTEREST

No contract will be awarded to a bidding firm who has Town elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and Town Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the Town's bidder lists, and prohibition from engaging in any business with the Town.

1.92 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

1.93 E-VERIFY

Vendor/Consultant/Contractor 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 Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract.

The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By entering into this Contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of this contract.

1.94 FORCE MAJEURE

The Agreement that is awarded to the successful proposer may provide that the performance of any act by the Town, the CRA, or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Town shall have the right to provide substitute service from third parties or Town forces and in such event the Town shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Town may, at its option and discretion, cancel or renegotiate the Agreement.

1.95 BUDGETARY CONSTRAINTS

In the event the Town is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.96 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in the Agreement and any

amendments thereto, to any areas annexed into the Town.

1.97 LITIGATION VENUE

The parties agree that all litigation between them in the state courts shall exclusively take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.98 LITIGATION

The Town of Davie reserves the right to reject bids from bidders that are currently in litigation or that have previously been in litigation with the Town of Davie.

1.99 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the Town or the CRA waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute. Notwithstanding anything set forth in the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the Town beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Town for damages, regardless of the number or nature of claims in tort, equity, or Contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Town, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

1.100 SUBMISSION AND RECEIPT OF BIDS

Bids having any erasures or corrections must be initialed and dated by the bidder in ink. This bid document shall be typewritten or filled in with pen and ink.

1.101 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS FOR BIDDING JOBS IN THE TOWN OF DAVIE

The Town of Davie has an exclusive solid waste franchise agreement with Coastal Waste & Recycling, Inc., Inc. of Florida for the collection and disposal of all solid waste including construction and demolition (C & D) debris as defined within Florida Statutes Chapter 403. All applicants for bids to perform construction work for the Town of Davie or the CRA shall be subject to the requirements found in the Town's exclusive solid waste franchise agreement and must contract with Coastal Waste & Recycling, Inc. for the collection and disposal of all construction and demolition debris generated at such construction job sites.

For the current applicable rates and fees for Coastal Waste & Recycling, Inc. dumpsters, roll-off containers, and other related solid waste service equipment needs, please contact Trevor Black, Coastal Waste & Recycling, Inc., Residential Supervisor, at 315-406-1957 or tblack@coastalwasteinc.com.

For further information related to bid specifications related to solid waste franchise requirements, please contact Brian O'Connor, Procurement Manager, at (954) 797-1016 or boconnor@davie-fl.gov .

For solid waste franchise enforcement questions, please contact the Town of Davie Program Division's representative at (954) 797-1045 or Danny Stallone, Code Compliance Official at (954) 693-8237.

PLEASE BE ADVISED THAT THE FAILURE OF ANY BIDDER FOR A CONSTRUCTION PROJECT FOR THE TOWN OF DAVIE, INCLUDING AND NOT LIMITED TO GENERAL CONTRACTORS AND DEVELOPERS, TO ADHERE TO THE REQUIREMENTS OF THE TOWN OF DAVIE'S EXCLUSIVE SOLID WASTE FRANCHISE AGREEMENT SHALL RESULT IN A NOTICE OF VIOLATION, CITATION OR SIMILAR CODE ENFORCEMENT ACTION BEING TAKEN AGAINST THE BIDDER. ENFORCEMENT ACTION MAY INCLUDE DENIAL OR REVOCATION OF A BID APPLICATION AND ITS APPROVAL. THE ENFORCEMENT ACTION WILL RESULT IN FINES AND LIENS UP TO $15,000/DAY FOR IRREPARABLE VIOLATIONS, UP TO $1,000/DAY FOR FIRST VIOLATIONS, UP TO $5,000/DAY FOR REPEAT VIOLATIONS PLUS APPLICABLE COST RECOVERY AND ATTORNEY FEES.

1.102 SUSPENSION AND DEBARMENT

(a) Authority. The Procurement Manager shall provide written notice to any party under review for potential suspension and/or debarment. The notice shall state the grounds for the potential suspension and/or debarment and shall offer the party the opportunity to respond to those grounds in writing. The Procurement Manager may also hold a meeting with the party to

discuss those grounds, if the Procurement Manager determines a meeting is appropriate. After consideration of the party's written response and/or meeting with the party, the Procurement Manager may, after consultation with the Town Attorney's Office, suspend or debar the party from consideration for award of future Town contracts. For purposes of this Part, "party" means any individual or entity. Debarment shall not be for a period of more than five (5) years.

(b) Causes for Suspension. The Procurement Manager may suspend a party when the Procurement Manager has probable cause to debar the party. A vendor may not be suspended for longer than three (3) months unless the Town has commenced debarment proceedings against the vendor, in which case the suspension may last until the debarment proceedings are concluded.
(c) Causes for debarment or suspension. The causes for debarment or suspension include the following:

(1) Conviction for the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a contractor;
(3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals or contracts;
(4) Violation of contract provisions, as set forth below, of a character which is regarded by the Procurement Manager to be so serious as to justify debarment action:
a. Deliberate failure without good cause to perform in accordance with the contract documents or within the time limit provided in the contract;
b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one (1) or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
c. Refusal to perform a contract after a contract is accepted by the Town and awarded to the vendor;
d. If a party made material misrepresentations in response to or related to a solicitation;
e. If a party is debarred by another governmental entity;
f. Any other cause the Procurement Manager determines to be so serious and compelling as to affect the responsibility as a contractor, including, but not limited to, debarment by another governmental entity for any cause listed in regulations; or
g. Violation of the ethical standards set forth in section 2-330.
h. Violation of requirements in Section 2-320 – Cone of Silence.

(d) Decision. The Procurement Manager shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken.
(e) Notice of decision. A copy of the decision under subsection (d) of this section shall be mailed or otherwise furnished immediately to the debarred or suspended person and any other party intervening.
(f) Appeal to the Special Magistrate. The decision to debar is final unless, within ten (10) calendar days from the date of receipt of the decision, a Notice of Appeal is filed with the Town Attorney requesting a hearing before the Town's Special Magistrate. A hearing before the Town's Special Magistrate will be scheduled within 30 days receipt of the Notice of Appeal. After hearing the matter, the Special Magistrate shall render a decision regarding suspension or debarment and decide whether, or to the extent to which, the debarment or suspension was in accordance with this section. The decision of the Special Magistrate shall be final and conclusive.
(g) Statute of limitations. There is no statute of limitations regarding debarment. The Procurement Manager may debar parties whose contracts have ended.

1.103 EMPLOYEE BACKGROUND VERIFICATION

Contractor certifies and agrees that all personnel used in the performance of this work have had a criminal background check. The Town reserves the right to request copies of the criminal background check.

1.104 PROHIBITION AGAINST LOBBYING

During the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any Town Council members, candidates for Town Council or any employee of the Town. Contact should only be made through regularly scheduled Town Council meetings, or meetings scheduled through the Procurement Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting

firm, its officers, agents, or employees shall be within the purview of this prohibition and shall result in the immediate disqualification of that firm from further consideration.

During a formal solicitation process, contact with personnel of the Town of Davie other than the Procurement Manager and/or designated representative regarding any such solicitation may be grounds for elimination from the selection process.

1.105 INSPECTOR GENERAL AND ETHICS

In accordance with Section 12.01 of the Broward County Code of Ordinances, the Contractor understands that this Contract may be subject to investigation and/or audit by the Broward County Inspector General. The Contractor understands and agrees to his obligations under this ordinance. The Contractor further understands and agrees that in addition to all other remedies and consequences provided by law the failure of the Contractor or its subcontractors to fully cooperate with the Inspector General, when requested, may be deemed by the Town to be a material breach of the Contract justifying its termination.

END OF SECTION

SECTION 2.0 INSURANCE REQUIREMENTS

	Insurance Checklist		
Insurance Type #	**Required**	**Non-Applicable**	**Insurance Types**
1	√		Commercial General Liability
2	√		Automobile Liability
3	√		Workers Compensation and Employers Liability
4		√	Builders Risk
5		√	Pollution Liability
6		√	Professional Liability including Errors and Omissions
7		√	Cyber Liability
8		√	Liquor Liability
9		√	Garage Keepers/Garage Liability
10		√	Other Insurance

2.1 INSURANCE TYPES

The Contractor shall maintain and carry in full force during the Term the insurance required herein. Upon Town's notification, the Contractor shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 per occurrence for bodily injury and property damage, Products & Completed Operations with minimum limit of $1,000,000, Personal and Advertising Injury with minimum limit of $1,000,000. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**

2. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $1,000,000 per person and $1,000,000 per occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**

3. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Must include Employers' Liability with a minimum limit of $100,000 each accident, Disease each employee minimum limit of $100,000, Disease policy limit of $500,000. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the Town harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

4. Builders Risk Insurance shall be afforded by the Contractor, at its expense, with full theft, windstorm, fire and extended coverage on Improvements constructed, and personal property located on the premises by the Contractor, for the benefit of the Town and the Contractor, as each party's interests may appear, in an amount not less than one hundred percent (100%) of the replacement value of the completed Improvements or new construction. Such insurance shall provide that the interest of the Town is included as a loss payee and contain a waiver of subrogation rights by the Contractors carrier against the Town. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**

5. Pollution Liability Insurance must be afforded for Bodily Injury and Property Damage of not less than $1,000,000 each claim. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**

6. Professional Liability Insurance including Errors and Omissions with minimum limits of $1,000,000.00 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage," Consultant/Firm may submit annually to the Town a current Certificate of Insurance proving claims made insurance remains in force throughout the same (3) year period.

7. Cyber Liability Insurance must be afforded for Data Breach, Media Content, Privacy Liability and Network Security of not less than $1,000,000 each claim. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**

8. Liquor Liability Insurance must be afforded when a licensee, vendor, concessionaire, independent contractor, or subcontractor is engaged in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages while on Town property. Coverage must be afforded for Bodily Injury and Property Damage of not less than $1,000,000 Combined Single Limit each occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**

9. Garage Liability Insurance must be afforded for Bodily Injury and Property Damage of not less than $1,000,000 each claim. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**

2.2 INSURANCE COVERAGE

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

A. The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company,

Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.

B. Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the certificate holder and any additional insureds. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Town.

NOTE: TOWN OF DAVIE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

C. Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.

D. Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Town notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after Town notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Town.

E. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Town. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Town may, at its sole discretion, terminate this contract.

END OF SECTION

SECTION 3.0 SPECIAL CONDITIONS

3.1 PERFORMANCE OF SERVICES

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Town may be rejected. Replacements and/or rework, as required, shall be accomplished on a timely basis at no additional cost to the Town.

Where an "or equal" is specified, the Town shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the Town in writing. If specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Procurement Division in writing at least by the RFI deadline stated below, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

3.2 REQUESTS FOR INFORMATION (RFI)

Any questions regarding the specifications shall be addressed to the Procurement Manager by the deadline stated herein for receiving RFIs via e-mail at bids@davie-fl.gov.

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all bidders by written addenda. Failure of a bidder to receive and/or acknowledge any addendum shall not release the bidder from any obligations under this bid.

3.3 NON-MANDATORY PRE-BID CONFERENCE

A Non-Mandatory Pre-Bid Conference will be held on Thursday, August 17, 2023, at 10:00 AM EST, via online meeting.

Meeting Information
Meeting link:
https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=m65f41495d29868c93ac7907aeffc050b
Meeting number:
2334 223 3542
Password:
m36M2yMuMaT (63662968 from video systems)

Join by video system
Dial 23342233542@daviepurchasing.webex.com
You can also dial 173.243.2.68 and enter your meeting number.
Join by phone
+1-408-418-9388 United States Toll
Access code: 2334 223 3542

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at 954-797-1023 at least forty-eight (48) hours prior to the meeting to request such accommodation. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD).

3.4 SCHEDULE OF EVENTS

The Town will use the following tentative time schedule in the selection process. The Town reserves the right to change and/or delay scheduled dates.

Event	Date
ITB Available	08/09/2023
Non-Mandatory Pre-Bid Conference (10:00 am EST)	08/17/2023
Last Date Receipt of RFIs (by 5:00 pm EST)	08/21/2023
Bids Due (2:00 pm EST)	08/30/2023

3.5 SIGNED BID CONSIDERED AN OFFER

This signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the Town of Davie, if required, and in case of default on the part of the bidder or contractor after such acceptance, the Town of Davie may take such action as it deems appropriate including legal action for the damages or specific performance.

3.6 CONTRACTOR'S EQUIPMENT

All equipment shall be maintained in a safe operating condition while performing work under this contract. Contractor shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town shall direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town of Davie. The contractor shall be responsible for injury to persons caused by the operation of the equipment.

3.7 EMPLOYEES

Contractor shall provide licensed and insured technicians to perform all work as required by Local, State, and/or Federal Regulations. Contractor shall have "on-site" supervisor fully conversant in the safety procedures to be followed in case of injury and/or accident. All work must be performed following EPA requirements and OSHA safety standards and regulations.

Contractor shall assign an "On Duty" supervisor who speaks and reads English.

Contractor shall have its employees refrain from smoking in municipal buildings unless in those areas designated for smoking.

Contractor shall provide the Town with an emergency contact list identifying the names, positions held, phone numbers, and emails of account manager and/or field supervisor.

3.8 STORAGE OF MATERIALS

The contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas; unless, it is pre-approved by the Town.

3.9 DISPOSAL OF WASTE

The contractor shall properly dispose, at its own cost, of any waste resulting from the work being performed in an approved facility at an approved site unless otherwise specified in this document. It is the bidder(s) responsibility to become familiar with the existing conditions of all the Town facilities that are included in this bid, to assist them determine the type of equipment necessary to successfully provide the specified services.

3.10 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

If property (public or private) is damaged while contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the Town of Davie prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to: existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor shall notify the Utilities Department in writing. Failure to do so shall obligate the contractor to make repairs per the above section.

3.11 PAYMENT

Payment for work shall be authorized upon completion of all work specified in “Scope of Services” of this specification. Invoices will be subject to verification and approval by the department requesting the service.

3.12 INSPECTIONS

The Contractor and the Town of Davie’s representative shall meet once the job is completed to discuss any areas of concern. The dates and times for reviewing work will be mutually agreed to by both parties.

3.13 COMPETENCY OF BIDDERS

Bids shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Bidder(s) licensed and qualified by experience to do the work specified.

The Bidder shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that bidder is fully prepared with the necessary organization, capital, and equipment to complete the Scope of Services. Bidder shall be insured, licensed, and certified by all applicable local, county, and state agencies.

3.14 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL

The initial contract shall be for a period of three (3) years from execution of the agreement. In addition, the Town reserves the right to renew the contract for two (2) additional one (1) year periods, providing that both parties agree that all terms, conditions and specifications remain the same, contingent upon approval by the Town Administrator.

3.15 CONTRACT EXTENSION

In the event of a term contract for goods and services that is scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the Town Administrator or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the Town.

3.16 PROTECTION OF PROPERTY

The Contractor shall take extra precaution to protect all property while conducting services. Any damage done by the Contractor shall be corrected to its original or better state, and shall be corrected to the satisfaction of the Project Manager or designee.

3.17 CONTRACT AWARD

Any contract, as a result of this ITB, will be submitted to Town Administrator for considerations and may be submitted to the Town Council for their approval. The Contract award, if any, shall be made to the Bidder whose bid shall be deemed by the Town to be in the best interest of the Town. The Town's decision to make the award and which bid is in the best interest of the Town shall be final.

END OF SECTION

SECTION 4.0 SCOPE OF SERVICES

4.1 PURPOSE AND INTENT

The sole purpose and intent of this Invitation to Bid (ITB) is to secure firm, fixed pricing and establish a term contract for the maintenance of hydrants for Town of Davie. Hydrant maintenance is to conform to Utilities AWWA and Fire ISO standards. **The Town is specifically requesting at least 50% of hydrants maintenance be performed prior to September 30, 2023 and the additional 50% prior to December 30, 2023.**

4.2 SCOPE OF WORK

Service shall include the maintenance for fire hydrants within Town of Davie Utilities Department system. The Town shall provide the successful bidder with the most recent version of the distribution system's Atlas, in an electronic format.

Successful bidder shall not be responsible for damages on unidentifiable facilities that are neither apparent on the records or facility prints, drawings or maps provided by the Town or from a visual examination.

Successful bidder shall not subcontract the services or any part of the services without prior written approval from the Town. The Town reserves the right to reject any/all subcontractor(s) at the sole discretion of the Town.

4.3 STANDARDS

1. Town of Davie Utilities Minimum Design Standards
2. Florida Department of Transportation (FDOT) Utility Accommodation Manual
3. FDOT Design Standards for Construction
4. Maintenance and Utility Operations on the State Highway System
5. American Water Works Association (AWWA) Standards for Maintenance, Repair and Replacement of Fire Hydrants (M-17, most current version)
6. Florida Department of Environmental Protection Agency (FDEP) as applicable to associated work
7. Occupational Safety and Health Association (OSHA) as applicable to associated work.

4.4 TOWN'S RESPONSIBILITIES

The Town shall:

1. Order services on an as needed basis.
2. Provide access to the appropriate ArcGIS Field App (Collector, Field Maps, Survey123, etc.), ArcGIS Online web map and associated GIS map and feature service(s) necessary to record the hydrant inspection and maintenance activities via a successful bidder's mobile devices (smartphones or tablets). See Exhibit A.
3. Designate a TOWN representative, which shall have responsibility to ensure

compliance with contract requirements, such as, but not limited to, acceptance, inspection and delivery. The TOWN shall serve as liaison between the Town's Procurement Department and the successful bidder.

4. Have the authority to suspend the work for the following reasons: (a) default of the successful bidder; (b) unfavorable weather conditions; (c) mechanical failure of equipment being used in the prosecution, both of the work under the contract and the work being done by Town forces adjunctive thereto; (d) or any other condition which, in the judgment of the TOWN representative, makes it impractical to secure first-class results.

4.5 SUCCESSFUL BIDDER'S RESPONSIBILITIES

The successful bidder shall:

1. Employ and assign a project manager who will oversee the described work and who has a minimum of five (5) years continuous field and supervisory experience in all aspects of the described work. The project manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while successful bidder's crew work within TOWN distribution system.

2. Notify the assigned TOWN representative each day, prior to beginning work within the TOWN system. Successful bidder's personnel shall display on their person a company identification badge that is clearly visible at chest level and not covered by clothing or other items. This badge must have the company name, company phone number, the individual's name and the individual's photo.

3. Utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the successful bidder to maintain all equipment so as to avoid any leaking fuel, oil, and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the successful bidder to protect the environment and the surrounding surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. All service vehicles shall be maintained in a presentable manner and have successful bidder's company name and logo adequately displayed.

4. Create a service call or job order ticket that shall have, at a minimum, the following information:
    - Company name and contact information
    - Company job or work order number
    - TOWN contact name and phone number
    - TOWN job number and purchase order number
    - Date/time of beginning and ending of work
    - Number of technicians
    - Work location and description of work to be performed
    - Detailed description of solution and/or work completed

5. Be adequately staffed and equipped to respond to all aspects of the requested work within twenty-four (24) hours after notification.

6. Perform work during normal working hours, Monday through Friday, 7:00 a.m. to 4:00 p.m. If additional time is needed, a request shall be made and approved before the occurrence.

7. Visually search for the fire hydrant, utilizing the ArcGIS Field App provided and with the aid of metal detectors. Any asset that cannot be found after fifteen (15) minutes shall be recorded as "cannot locate." Any obstructions such as trees, vegetation, physical obstruction or large objects preventing access to the assets, shall be recorded as "obstructed" and reported to TOWN to be located.

8. Return all replaced items (hydrants/valves) to TOWN after completion of replacement projects, to be disposed of or recycled, as TOWN deems necessary.

9. Document the hydrant inspection and maintenance activity data into the Town's database using the ArcGIS Field App provided. Validate hydrant layer attributes and make corrections using the same ArcGIS Field App. Refer to the technical specifications and Exhibit A.

4.6 TECHNICAL SPECIFICATIONS FOR HYDRANT MAINTENANCE/TESTING

Fire hydrant testing and maintenance shall be in accordance with the AWWA M17 Manual for Installation, Field Testing, and Maintenance of Fire Hydrants, to include the following procedures:

1. Locate and access each fire hydrant.
2. Locate, access and exercise fire hydrant isolation valve.
3. Check fire hydrant nozzle height for correct ground clearance.
4. Identify make, model, nozzle size and year of hydrant manufacture.
5. Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with non-corrosive, FDA approved lubricant.
6. Open hydrant with nozzle caps in place to check for seal leakage.
7. Verify hydrant main (bottom) valve completely closes.
8. Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15 minute flush, report this in the Comments field of the database and continue to flow hydrant. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
9. Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.
10. Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required and lubricate the threads. Check the ease of operation of each cap.
11. Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
12. Record static pressure.
13. Re-attach hydrant nozzle caps.
14. Scrape, wire brush or sand blast and paint hydrant appropriate color. Paint

shall be ANSI Safety Yellow or approved equal. Coating shall be spray applied to a minimum of 4 ml dry coat thickness.

15. Replace (if defective) hydrant ID tag or install (if not present) hydrant ID tag. The tag should be a stamped aluminum tag approximately 2" by 3" in size.
16. Missing or defective Reflective Pavement Markers (RPM's) shall be replaced. RPM's shall be used to identify each hydrant's location and shall be placed on the centerline of the roadway lane closest to the hydrant. RPM's shall be blue in color, 2 way, and 3M #RPM295-2B or Emedco #RPM8.
17. Document any operational deficiencies and/or miscellaneous findings.
18. Notification of all malfunctioning and/or out of service hydrants or valves shall be immediately reported to TOWN contact.
19. Validate hydrant layer attributes listed below and make corrections as needed (See Exhibit A):
    a. Hydrant ID tag number (not editable: make note in Comments field and report discrepancy to Town contact)
    b. Hydrant brand / manufacturer
    c. Hydrant model
    d. Hydrant model year
    e. Hydrant size (main valve)
20. Document all pertinent data into the Town's database using the ArcGIS Field App to include, but not limited to, the following (See Exhibit A):
    a. Date of service
    b. The activity performed, and the result
    c. Hydrant flow rate obtained using 20 PSI and Standard Flow Rate
    d. Hydrant pressure after 15 minutes of flushing
    e. Total gallons flushed during service
    f. Degree of operating difficulty
    g. Initial water condition when flush began
    h. Presence of leaks when charged with cap
    i. Deficiencies and/or repairs (required to immediately report to TOWN contact)

4.7 QUANTITIES

The quantities referenced in this ITB are the Town's estimated requirements and may vary more or less from the quantities actually serviced. The Town of Davie makes no guarantee as to the total quantity or dollar amount of units services resulting from this contract. Work may be issued throughout the contract period on an as-needed basis. Prices quoted are a fixed rate and shall be firm for the length of the initial contract term.

END OF SECTION

Exhibit A : GIS Data Input Fields

Hydrant Layer Attributes						
		Pick List Values				
Column Name	**Alias**	**Option 1**	**Option 2**	**Option 3**	**Option 4**	**Option 5**
MANUFACTURER	Manufacturer	American-Darling	Clow	Dresser	Eddy	Kennedy
		Option 6	**Option 7**	**Option 8**	**Option 9**	
		M&H	Mueller	US Pipe	Waterous	
Column Name	**Alias**	**Option 1**	**Option 2**	**Option 3**	**Option 4**	**Option 5**
MODEL	Model	129	2500	300	500	929
		Option 6	**Option 7**	**Option 8**	**Option 9**	**Option 10**
		ASR	B-62-B	B-84-B	BSR	CENTURION
		Option 11	**Option 12**	**Option 13**	**Option 14**	**Option 15**
		F2500	Improved	K-81A	Medallion	MK73
		Option 16	**Option 17**			
		Pacer	Standard Traffic			
Column Name	**Alias**	**Option 1**	**Option 2**	**Option 3**	**Option 4**	**Option 5**
MODELYEAR	Model Year	(Free Text Entry – Integer Only)				
MAINVALVE	Main Valve	4.5	5.25	6		

Hydrant Inspection/Maintenance Table					
		Pick List Values			
Column Name	**Alias**	**Option 1**	**Option 2**	**Option 3**	**Option 4**
MAINTDATE	Date	(Date Selector)			
MAINTCREW	Crew	(Free Text Entry)			
MAINTPERF	Activity	Inspection	ISO Flush	WQ Flush	Repair
MAINTRESULT	Result	Operable	Inoperable	Not Accessible	Not Found
CHARGED_CAP	Charged with Cap	Leaks	No Leaks		
BLUEHYDRANTMARKER	Blue Hydrant Marker	Present	Missing	Added	Broken
CAP_MISSING	Cap Missing	Present	Missing	Added	Broken
GREASED	Greased	Yes	No		
PAINT_CONDITION	Paint Condition	Good	Fair	Poor	Repainted
CHAINS	Chains	Present	Missing	Added	Broken
STEM_CONDITION	Stem Condition	Ok	Stiff	InOp	
OUT_OF_SERVICE	Out of Service	Yes	No		
NEEDS_EXTENSION	Needs Extension	Yes	No		
TAG	Tag	Present	Missing	Added	Broken
FLOW_PSI	Flow PSI	(Free Text Entry – Integer Only)			
GAL_FLUSH	Gallons Flushed	(Free Text Entry – Integer Only)			
WATER_CONDITION	Water Condition	Clean	Tinted	Dirty	
CHLOR_RES	Chlorine Residual	(Numeric Range from 0.6 to 4.0 mg/L)			
COMMENTS	Comments	(Free Text Entry)			

SECTION 5.0 BID FORM

ITEM NO.	DESCRIPTION	UNIT PRICE (EACH)	ANNUAL ESTIMATED QUANTITY	EXTENDED TOTAL
1.	Hydrant Maintenance (Includes Scrape, Wire Brush And Paint)	$	800	$
2.	Hydrant Maintenance (without Scrape, Wire Brush And Paint)	$	800	$
			TOTAL BID AMOUNT	$

TOTAL BID AMOUNT WRITTEN IN WORDS

_____

Notes:

1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
2. Alternate bids will not be considered unless authorized in the ITB document.

IMPORTANT: This signed bid form shall be considered an offer on the part of the bidder. Failure to sign this form is grounds for immediate disqualification. By signing this document, you are affirming that you have read and understood the terms, conditions, and information included within this solicitation. That all the information provided above is true and accurate. That the business associated with this solicitation has not been debarred, convicted of a public entity crime, and does not have a conflict of interest in any manner as described herein. That you have the proper authority to sign this document and the ability to bind this business entity to the terms and conditions herein.

Vendor Name:
Authorized Signature:
Print Name:
Title:

Bidder agrees to accept the VISA Procurement card for payment.
Circle one: YES OR NO

Bid Checklist

The following are requirements of this Bid, as indicated below. Use of this checklist may help ensure that your submission is complete.

Place a check mark in the "Done" column as you complete and enclose each item.

Required	Done	Requirement
√		Completed and Signed Bid Form
√		Acknowledgement of Addenda (if any)
√		Local Preference Form (if applicable)
√		Client Reference Form
√		Bidder/Proposer Questionnaire
√		Vendor Registration Form
√		Licenses and/or Certifications (if applicable)
√		Proof of Insurance
√		Business Tax Receipt [Occupational License(s)]
√		State of FL Sunbiz *OR* State Registration (if not required to have State of FL Sunbiz)
√		W9

This checklist is for your guidance. Please read the entire Bid thoroughly to ensure that your submission is complete.

SECTION 6.0 REQUIRED FORMS

AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE
(Davie Code of Ordinances Sec. 2-326)

****Complete the boxes below as applicable:****

1. ___ My Business is located within the **Town of Davie**.

Legal Name of Firm:
Taxpayer ID No.:
Physical Address: ***SHALL NOT BE A P.O. BOX OR RESIDENCE***
Phone Number:
Email Address:
Has the business name changed since it was opened in Davie? Yes___ No___
If yes, provide the previous business name:
Date your business was established in Town of Davie:
Business License Number: **Date Issued:**
The business employs _____ (insert a number) full time employees.

2. ___ My Business is located within **Broward County**.

Legal Name of Firm:
Taxpayer ID No.:
Physical Address: ***SHALL NOT BE A P.O. BOX OR RESIDENCE***
Phone Number:
Email Address:
Has the business name changed since it was opened in Broward County? Yes___ No___
If yes, provide the previous business name:
Date your business was established in Broward County:
Business License Number: **Date Issued:**
The business employs _____ (insert a number) full time employees.

____ I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signatory: _____ Print Name: _____

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: _____

Address: _____

City/State/Zip: _____

Contact: _____

Title: _____

Email Address: _____

Telephone: _____

Scope of Work: _____

Description of Services Provided: _____

_____

2) Name of Client Entity: _____

Address: _____

City/State/Zip: _____

Contact: _____

Title: _____

Email Address: _____

Telephone: _____

Scope of Work: _____

Description of Services Provided: _____

_____

3) Name of Client Entity: _____

Address: _____

City/State/Zip: _____

Contact: _____

Title: _____

Email Address: _____

Telephone: _____

Scope of Work: _____

Description of Services Provided: _____

_____

REQUIRED PROPOSER/BIDDER QUESTIONNAIRE

Name of Firm: _____ Date: _____

Primary Contact Person for this ITB: _____

Primary Contact Person Email Address: _____

Primary Contact Person Phone Number: _____

1. How many years has your firm been in business under its present business name?: _____

2. Under what other former name(s) has your firm operated?: _____

_____

3. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: **No** **Yes** If yes, please explain: _____

_____

4. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: **No** **Yes**

If yes, please explain: _____

_____

5. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: **No** **Yes**

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

6. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. _____

7. Provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

_____

_____

SOURCE OF INFORMATION SURVEY

How did you find out about this solicitation? Check all that apply:

1. www.davie-fl.gov

2. www.demandstar.com

3. The Sun-Sentinel

5. Referral/word-of-mouth Specify Source: _____

6. Search Engine/Internet search

7. E-mail Specify Source: _____

8. Banner or Link on another website

9. Flyer, newsletter, direct mail Specify Source: _____

10. Other, Specify Source: _____

Please note: This survey form is used for internal Procurement purposes only.

REASON FOR "NO BID"

For firms choosing NOT to bid/propose on this opportunity, the Town appreciates your response using this form.

Please return via email to bids@davie-fl.gov:

1. Why did your firm chose not to respond to this opportunity?

   Circle all that apply from below list: ____

   a. We do not offer these services or equivalent.
   b. Insufficient time to respond to the solicitation.
   c. Our project schedule would not permit us to perform.
   d. Unable to meet requirements.
   e. Other:

   _____
   _____
   _____

2. Additional remarks:

   _____
   _____
   _____
   _____
   _____
   _____

TOWN OF DAVIE

VENDOR REGISTRATION FORM

VENDOR INFORMATION

Is this a form being filled out as a new application or an update to an existing application?

New Application ☐ Updating Application ☐

Vendor Name:
(Business Name Registered With The State OR Full Name If An Individual)

_____

Mailing Address:

Remit to Address
(If Different from Mailing Address):

_____

Contact Name:

_____

Telephone: Federal Tax ID Number:

_____ _____

Fax Number: Company Email Address:

_____ _____

Business Website (If Applicable):

_____

Emergency Contact Information

Please enter information the Town can use to contact you for disaster or emergency services below

Name	Contact Information

Have you been awarded any government contracts recently or in the past? If yes, please list the contract #'s, the agency, the service provided , and if it is still active.

Products & Services

In the space provided below please indicate any product or services that your firm provides

Ownership Disclosure

1. If the contract or business transaction is with a company, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership %

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address

3. The officers of the Corporation are as follows:

	Name	Address
President:	_____	_____
Vice President:	_____	_____
Secretary:	_____	_____
Treasurer:	_____	_____
Registered Agent:	_____	_____

VENDOR REQUIREMENTS GUIDE

The purpose of this section is to assist you with certain requirements when doing business with the Town. The below listed key points have been developed to assist you in providing necessary information that will result in a smoother procurement and contracting process. This will expedite the ordering process and help to ensure your payments are made in a timely fashion.

When Providing A Quote Related To A Contract, Please Do The Following

a. You must reference the contract number that is being utilized to develop the quote.
b. You must remove any extraneous terms and conditions that are not related to the referenced contract on your quote.
c. Remove any request for an authorized signature on the quote. A purchase order can be provided.
d. If you are quoting prices based on a cost-plus contract, please show your Cost + % of Markup = Total Cost. This will help us verify that your pricing complies with the contract. We ask that you provide evidence of your cost (supplier invoice/receipt) using this model.
e. If you are quoting prices based on a discount off list, please show List Price +% Discount = Total Cost. This will help us verify that your pricing complies with the contract and will provide evidence of the list price as well.
f. If your quoted prices are based on a unit price contract, please ensure the pricing matches the contract.
g. If permits are applicable, please be sure to include those costs on your quote.
h. Please verify if freight is allowed, or not, before submitting your quote.
i. Is installation applicable to the contract, or not? If not, please be sure to notate.
j. When awarded a contract by the Town or the Town chooses to piggyback a contract, please inform all sales and accounting teams that the Town will be utilizing said contract.
k. Please ensure all pricing is loaded into your information system.

All Invoices To The Town MUST Include The Following Information Or It WILL Be Rejected.

a. Must include a PO# when a purchase order has been provided.
b. Must include a non-repetitive invoice number.
c. Must show contract pricing, if applicable to a contract.
d. No freight charges shall be included unless the contract provides for freight terms.
e. All invoices shall be sent to the ordering department or division. This will help to expedite your payment process. Some departments have set up e-mail addresses to which invoices should be submitted. It is advisable to request such email address when speaking to the department you are doing business with.
f. The Town's policy is to pay within 30 days; however, Florida Law is net 45 days from the receipt of a **proper** invoice.
g. The Town is a Tax-Exempt entity therefore all sales tax shall be excluded.
h. The Town will pay either by Purchasing Card (credit card) or Purchase Order/Invoice. The Town will not pay any convenience fees for Purchasing Card transactions. If it is your policy to charge transaction fees, you must request a PO before an order is placed.

Packages And Deliveries

All packages must include the "ship to" address and contact information of the person who placed the order on the outside of the package. Without this information, the Town may be unable to verify delivery.

Vendor Self Service

If you are already registered as a vendor with the Town click below to visit the Vendor Self Service Portal to check information on 1099 History, Payments, Purchase Orders and Invoices that the Town has on file.

TOWN OF DAVIE
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

_____ does not:
Company Name

1. Participate in a boycott of Israel; and

2. Is not on the Scrutinized Companies that Boycott Israel list; and

3. Is not on the Scrutinized Companies with Activities in Sudan List; and

4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

5. Has not engaged in business operations in Cuba or Syria.

Affirm: ☐

TOWN OF DAVIE CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension And Other Responsibility Matters
TO BE COMPLETED BY PROSPECTIVE VENDOR

A. The prospective Vendor certifies that it and its principals (subcontractors and suppliers):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City or Town or other government agency;

2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, City or Town of other local agency) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and

4. Have not within a three (3) year period preceding this bid proposal had one or more public contracts (Federal, State, City or Town or other agency) terminated for cause or default.

B. Where the prospective Vendor is unable to certify to any of the statements in this certification, an authorized signatory to this proposal shall complete, sign and attach a detailed explanation.

Affirm: ☐

E-VERIFY FORM

Company/FirmName:

Vendor/Consultant/Contractor and any sub-contractors shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the resulting Contract/Purchase Order, if awarded. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of this contract.

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

(a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and

(b) all persons (including SUBCONTRACTORs/SUBVENDORs) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By executing this form, I, _____, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Affirm: ☐

Vendor or Contractor Conflict of Interest Disclosure Statement

What Defines A Conflict Of Interest According To The Town:

A. An officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with a grant of the Agreement with the Town or its Departments.

B. There are undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor with a connection with another entity or person making a proposal for the same purpose, and possibly with collusion, fraud or conflict of interest. Elected or appointed officer(s) or official(s), director(s), employee(s), agent(s) or other consultant(s) of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1.) Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
2.) Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

DISCLOSURE OF CONFLICT OF INTEREST

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED ABOVE AND IN SECTION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Please indicate below if there is a Conflict Of Interest.
(Please select one option)

☐ YES ☐ NO

If you indicated yes above please list the names and relationships of those who you believe would lead to a conflict of interest in the space provided below

Name:	Relationship:
_____	_____
_____	_____
_____	_____

_____

_____

By signing this document you are affirming that you have read and understood the terms, conditions, and information above. That all the information provided above is true and accurate. That the business associated with this application has not been debarred and does not have a conflict of interest in any manner as described above. That you have the proper authority to sign this document.

Name & Title, Typed or Printed

Authorized Signature Date

Registering for DemandStar

DEMANDSTAR
Building Communities.

We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

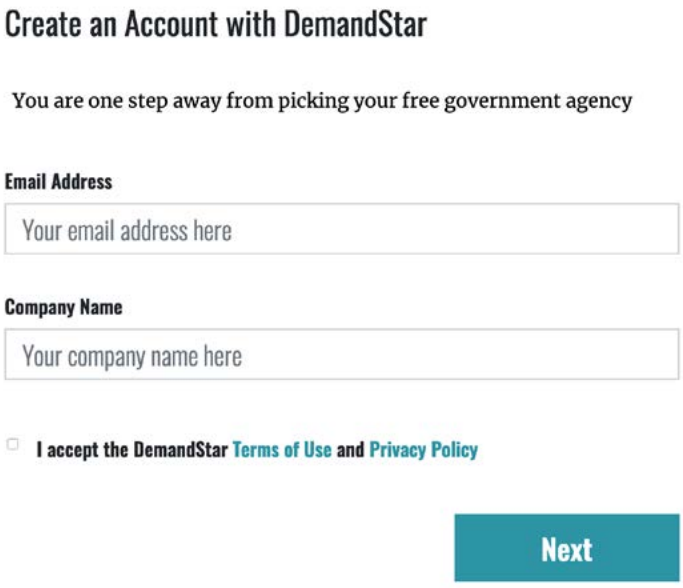
DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

1 REGISTER

Go to:
https://www.demandstar.com/registration



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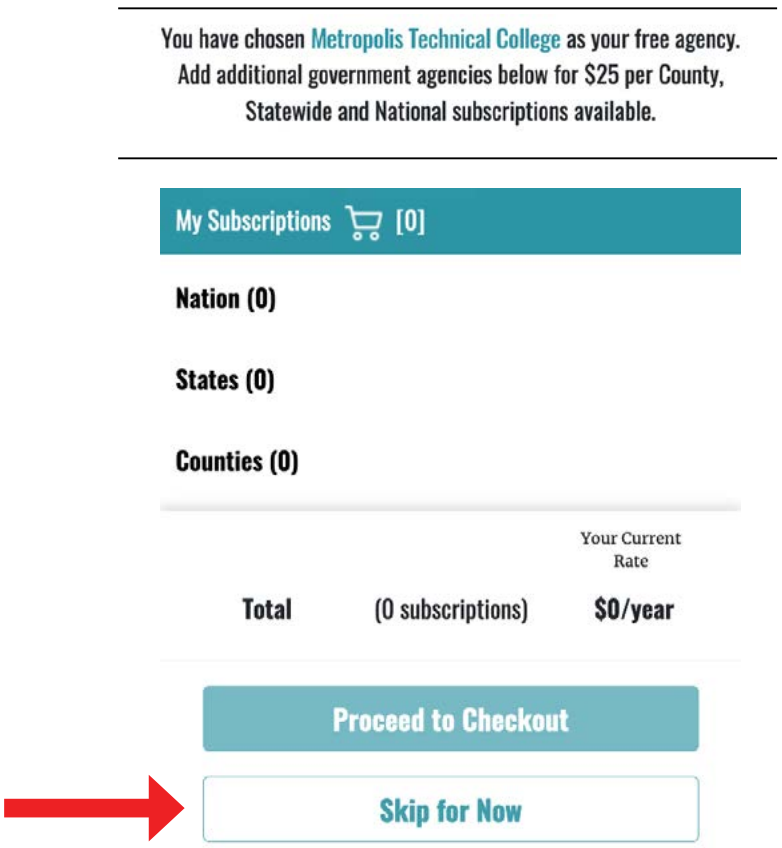
206.940.0305

2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

3 CHECK OUT

Check out with your **FREE AGENCY** Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States



SIGN UP

Visit www.demandstar.com

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206.940.0305

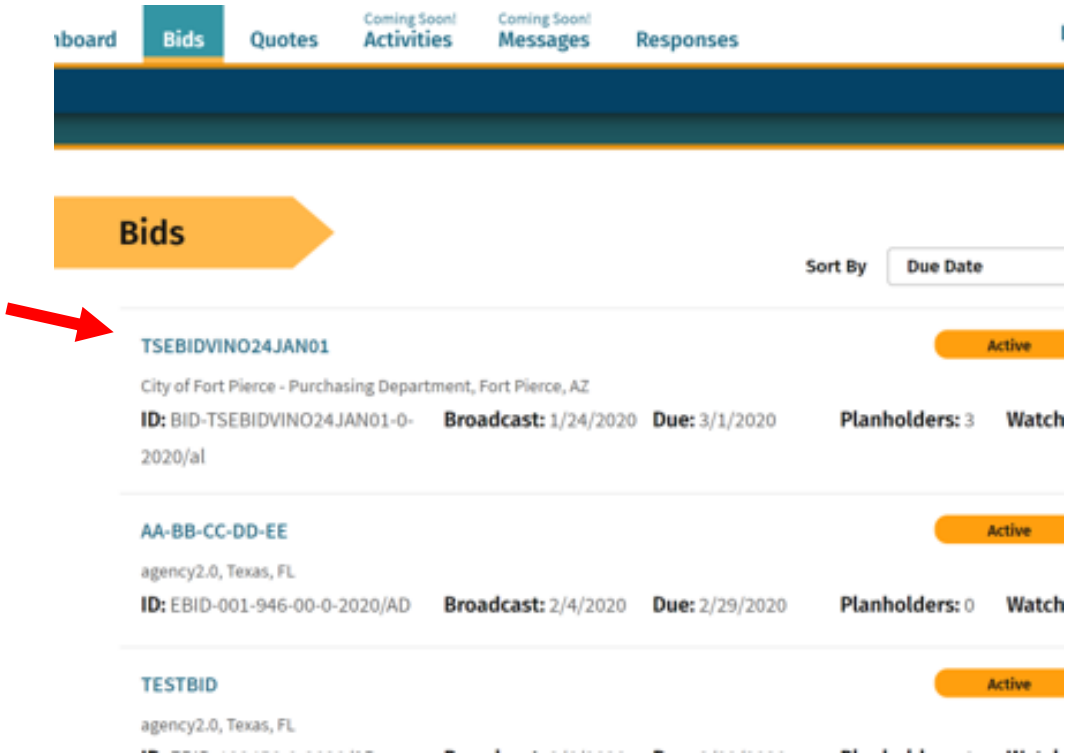
Responding to an Electronic Bid

5 Step Instructions

Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

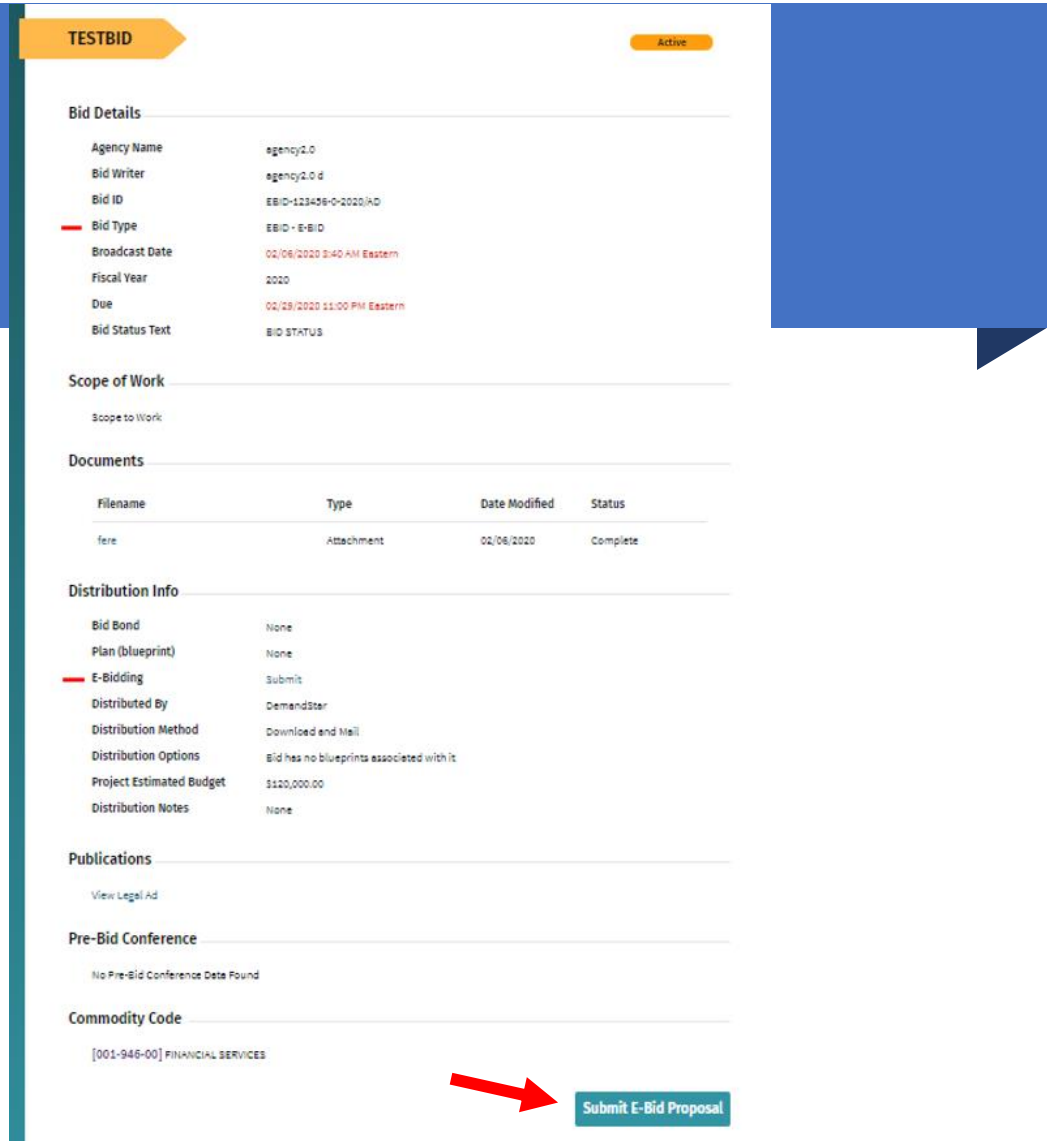
- Click on the solicitation name



Step 2

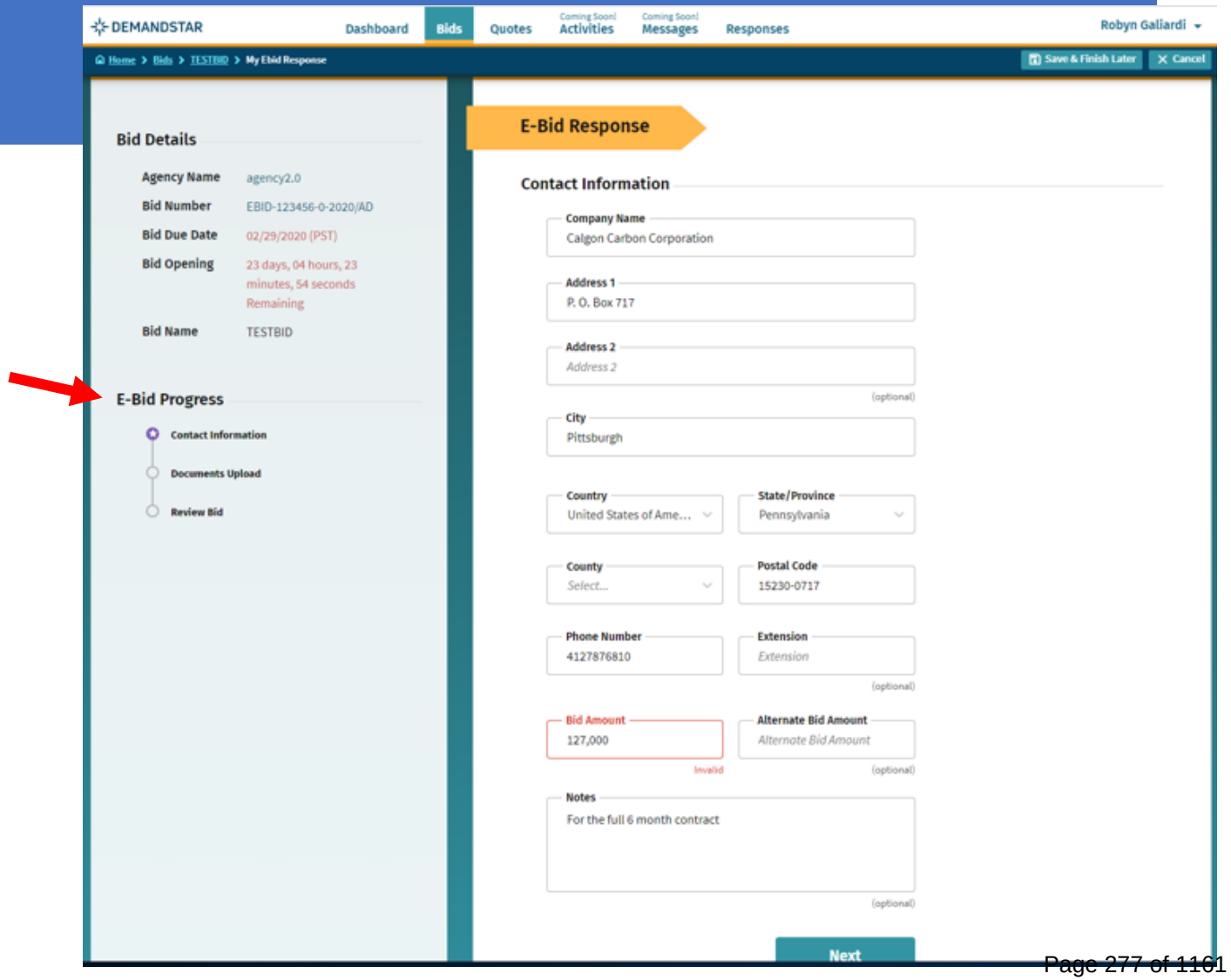
Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”



Step 3

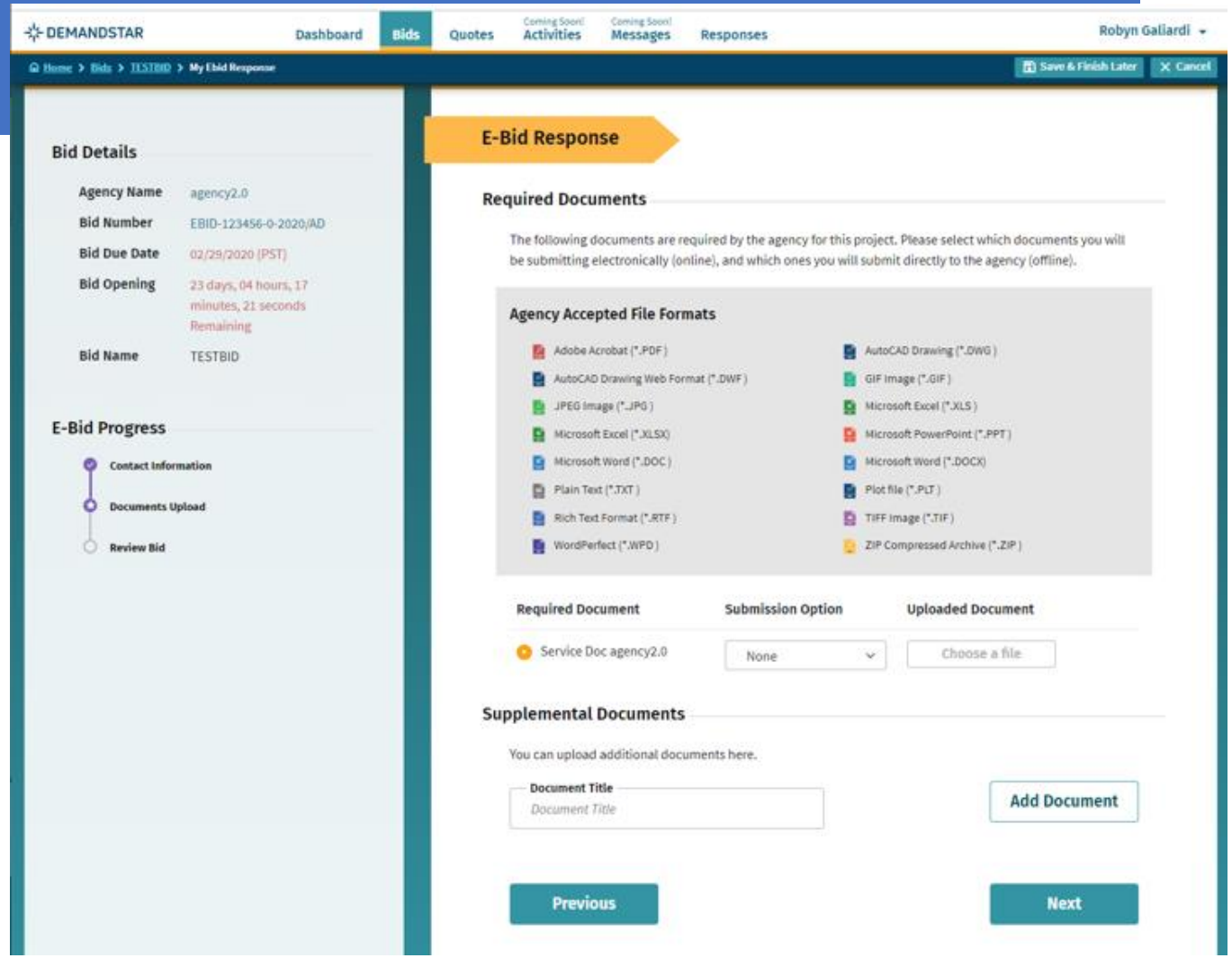
Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”



Step 4

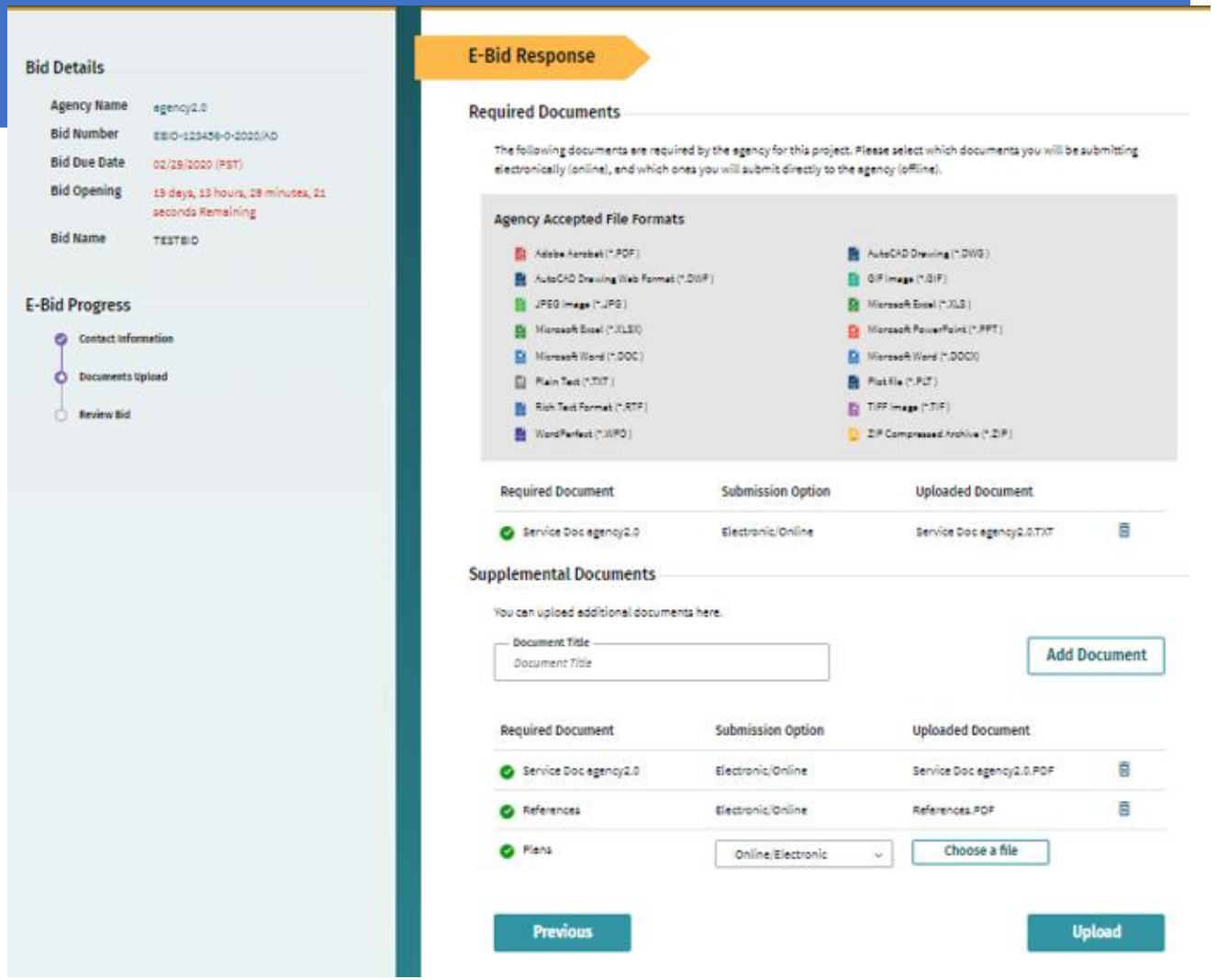
After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to uploaded separately.

TIP:
There is a place for you to add “Supplemental”, i.e. non-required, documents.



Step 4 continued

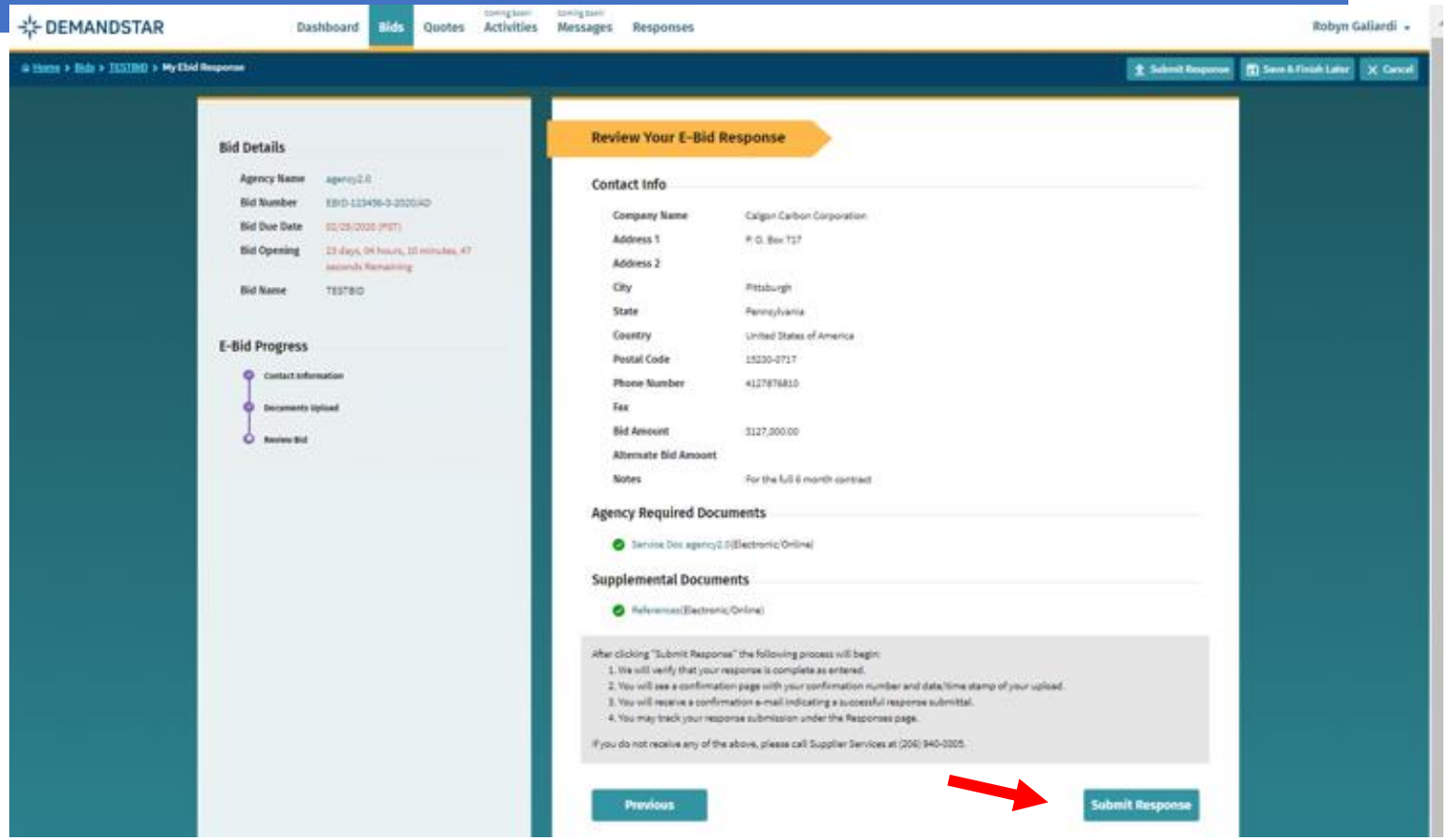
TIP:
There is a place for you to add “Supplemental”, i.e. non-required, documents.



Step 5

Review Your E-Bid Response, and if everything is correct, then press “Submit Response”

You are done! And the government to which you’ve submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.



Conference Call/Online Meeting Instructions

Webex Event Instructions Link:
https://help.webex.com/en-us/kwmj5eb/Join-a-Cisco-Webex-Event#id_17240

WebEx Meeting Instructions Links
(Click appropriate link for instructions)

Desktop: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_134856

Mobile: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_135069

Web: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_135013

Phone Only: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_134853

ADDENDUM TO BID DOCUMENTS

SOLICITATION ITB No. RS-23-69 Fire Hydrant Maintenance

ADDENDUM No. 1 **BID DUE DATE** 2:00 PM EST ON 08/30/2023 **TODAY'S DATE** 8/15/2023

To All Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

RFI:

Q.1: Could I get a copy of the most recent contract for these services with the Town?

A.1: Please see the most recent contract for these services attached.

Reviewed by:

Brian K. O'Connor

Digitally signed by Brian K. O'Connor
Date: 2023.08.15 09:57:19 -04'00'

Procurement Manager
Procurement Division

Acknowledged by:

Contractor

Authorized Representative (*Printed*)

Title

Signature

Date

RESOLUTION NO. R 2020-319

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, CORRECTING A SCRIVENERS ERROR IN RESOLUTION R-2020-274 TO ALLOW FOR USAGE OF THE CONTRACT FOR FIRE HYDRANT AND VALVE MAINTENANCE AND REPAIR SERVICES BY ALL TOWN DEPARTMENTS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie is in need of Fire Hydrant and Valve Maintenance and Repair Services;

WHEREAS, the Town Council approved the contract awarded by Volusia County, Florida, to R&M Service Solutions, LLC for use by the Utilities Department (R-2020-274);

WHEREAS, R-2020-274 authorizes the expenditures by the Utilities Department only;

WHEREAS, other Town of Davie Departments are desirous of utilizing this service; and

WHEREAS, after review, the Town Council wishes to correct the scrivener's error in Resolution R-2020-274 to allow for usage of this contract by all Town departments.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE THAT:

Section 1. Legislative Findings/Recitals. The above recitals are hereby adopted by the Town of Davie as its legislative findings relative to the subjects and matters set forth in this Resolution.

Section 2. The Town Council hereby amends Section 4 of R-2020-274 to read *The Town Council hereby authorizes expenditures of funds over $25,000 on an as-needed basis, from various Town Departmental accounts in an amount not to exceed the annual allocated budgeted amount.*

Section 3. Conflict. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 4. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the Town Council that such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 4TH DAY OF NOVEMBER, 2020.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS 4TH DAY OF NOVEMBER, 2020.

Approved as to Form and Legality:

TOWN ATTORNEY

RESOLUTION NO. R 2020-274

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE CONTRACT AWARDED THROUGH A BID BY VOLUSIA COUNTY, FLORIDA, FOR FIRE HYDRANT AND VALVE MAINTENANCE AND REPAIR SERVICES (#20-B-20LL); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie is in need of Fire Hydrant and Valve Maintenance and Repair Services;

WHEREAS, Volusia County, Florida, awarded a bid for these services to R&M Service Solutions, LLC; and

WHEREAS, after review, the Town Council wishes to approve the contract awarded by Volusia County, Florida, for Fire Hydrant and Valve Maintenance and Repair Services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, THAT:

Section 1. Legislative Findings/Recitals. The above recitals are hereby adopted by the Town of Davie as its legislative findings relative to the subjects and matters set forth in this Resolution.

Section 2. The Town Council hereby approves the contract awarded by Volusia County, Florida, for Fire Hydrant and Valve Maintenance and Repairs Services (#20-B-20LL).

Section 3. The contract term is three (3) years expiring on June 15, 2023. There are two (2) additional one (1) year renewal options available. Contract renewals, if appropriate, will be handled administratively.

Section 4. The Town Council hereby authorizes expenditures of funds over $25,000, on an as-needed basis, from various Utilities Department accounts in an amount not to exceed the annual allocated budgeted amount.

Section 5. Conflict. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 6. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the Town Council that such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 16TH DAY OF SEPTEMBER, 2020.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS 16TH DAY OF SEPTEMBER, 2020.

Approved as to Form and Legality:

TOWN ATTORNEY

COOPERATIVE OR PIGGYBACK AGREEMENT
BETWEEN THE TOWN OF DAVIE
AND R & M SERVICE SOLUTIONS, LLC

THIS AGREEMENT is entered into on Sept. 16, 20 20 by and between the TOWN OF DAVIE, FLORIDA a political subdivision of the State of Florida, 6591 Orange Drive Davie, Florida 33314, hereinafter referred to as the "TOWN", and R&M Service Solutions, LLC, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN has determined that it is in its best interest to make a cooperative purchase, utilizing contract number 20B-20LL, effective 06/16/2020 through 06/15/2023, titled Hydrant and Isolation Valve Maintenance and Repair, attached hereto as **Exhibit "A"** and made a binding part hereof by this reference, hereinafter referred to as "COOPERATIVE CONTRACT," which was competitively solicited and negotiated by Volusia County; and

WHEREAS, the CONTRACTOR has exhibited by its response to the Hydrant and Isolation Valve Maintenance and Repair solicitation that it is capable of providing the required services and agrees to provide the required services to the TOWN; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation and to be bound by the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1. DEFINITIONS

The following terms in the COOPERATIVE CONTRACT are hereby re-defined for purposes of this agreement as follows:

SECTION 2. CONTRACT NUMBER

The Town of Davie's Hydrant and Isolation Valve Maintenance and Repair (contract title) will be referenced as Contract Number PB-EL-20-52.

SECTION 3. EFFECTIVE DATE

September (Month) 16 (Day), 20 20

SECTION 4. RENEWAL OF AGREEMENT

The TOWN reserves the right to renew this Agreement in 1 -year increments for up to an additional _2_ (__1_) years.

SECTION 5. PRODUCTS AND PRICING

The CONTRACTOR will provide to the TOWN products and pricing as specified in **Exhibit "B"** attached hereto and made a binding part hereof.

SECTION 6. CONTRACT PROVISIONS

The parties hereto agree to be bound by all of the terms and conditions of the COOPERATIVE CONTRACT unless otherwise modified, supplemented or specified herein.

SECTION 7. NOTICE

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the TOWN and the CONTRACTOR. All notices required to be given to the TOWN or the CONTRACTOR pursuant to this Agreement shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

TOWN:	Town of Davie, Florida Attention: Purchasing Division 6591 Orange Drive Davie, FL 33314
CONTRACTOR:	R & M Service Solutions 7256 Westport Place Ste . A West Palm Beach, FL 33413

SECTION 8. APPLICABLE LAW, VENUE, JURY TRIAL

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to pursue legal action regarding this Agreement, the exclusive jurisdiction for any litigation arising from this contract shall be in the seventeenth judicial circuit in and for Broward County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim arising out of this Agreement which may be brought by either of the parties hereto.

SECTION 9. MODIFICATION

The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 10. CONFLICT

To the extent that any conflict shall arise between the TOWN Purchase Order or this Agreement and the terms and conditions of the COOPERATIVE CONTRACT, the terms and conditions of this Agreement and/or the TOWN Purchase Order shall prevail.

SECTION 11. FUND AVAILABILITY AND USE OF CONTRACTOR

Services to be performed in accordance with this Agreement are subject to and contingent upon the annual appropriation of funds by the TOWN. In its sole discretion, the TOWN reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 12. EQUAL OPPORTUNITY EMPLOYER

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 13. AUDITING, RECORDS, AND INSPECTION

The Town reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement and upon request make them available to the Town for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards at no cost to the Town.

The Town, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of the Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the Town as needed. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to the Agreement.

The Contractor agrees to grant access to the Town's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

Contractor agrees to comply with public records laws. This includes but is not limited to:

1. Keep and maintain public records as required by the Florida Statutes.
2. Upon request from the Town Clerk, provide the Town of Davie 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 the applicable Florida Statutes.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost to the Town all public records in possession of the contractor or keep and maintain the public records as required by the Florida Statutes.

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 954-797-1000, Evelyn Roig@davie-FL.gov, 6591 Orange Drive, Davie, FL 33314.

SECTION 14. TERMINATION

a. Termination for Convenience: This Agreement may be terminated by the TOWN for convenience, upon seven (7) days written notice by the TOWN to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the TOWN against any loss pertaining to this termination. Contractor acknowledges and agrees that ten dollars (10.00) of the compensation to be paid by TOWN, the receipt and adequacy of which is hereby acknowledged by Contractor is given as specific consideration to Contractor for TOWN's right to terminate this Agreement for convenience.

b. Default by Contractor: In addition to all other remedies available to the TOWN, this Agreement shall be subject to cancellation by the TOWN for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

SECTION 15. INDEMNIFICATION

a. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of Section _2.14___ of the COOPERATIVE CONTRACT shall survive indefinitely.

b. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

SECTION 16. BUDGETARY CONSTRAINTS

In the event the TOWN is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

SECTION 17. SCRUTINIZED COMPANIES

Pursuant to Florida Statute § 287.135, Contractor certifies that the company is not participating in a boycott of Israel. Contractor also certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

SECTION 18. INSURANCE

The Town of Davie shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

SECTION 19. INSPECTOR GENERAL AND ETHICS

In accordance with Section 12.01 of the Broward County Code of Ordinances, the Contractor understands that this Contract may be subject to investigation and/or audit by the Broward County Inspector General. The Contractor understands and agrees to his obligations under this ordinance. The Contractor further understands and agrees that in addition to all other remedies and consequences provided by law the failure of the Contractor or its subcontractors to fully cooperate with the Inspector General, when requested, may be deemed by the Town to be a material breach of the Contract justifying its termination.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this 16th day of September, 2020.

R & M Service Solutions

By: _____
(Signature)

Name: Samuel Wick
(Print)

Title: Sales Director

Date: 08/07/2020

Attest: _____
Corporate Seal/Notary Public

TOWN OF DAVIE

By: _____
Judith Paul, Mayor

Date: 9/16/2020

Attest: _____
Evelyn Roig, TOWN Clerk

Approved as to form
and legal sufficiency

_____
Allan Weinthal, TOWN Attorney

Exhibit "A"

Rev 06-10-2020

Scope of Services

Exhibit "B"

Pricing Schedule

Procurement Authorization Form

Budget & Finance /Purchasing Division

PURCHASING USE ONLY

Solicitation No.: PB-EL-20-52

PLEASE PRINT DOUBLE-SIDED

Item Description (include what the item is used for, reason for bidding, expiration date of existing contract, etc.)

Approving the contract awarded through a bid by Volusia County, for fire hydrant and vale maintenance and repair services.

METHOD OF PROCUREMENT (mark the one that applies)

☒ Open Competitive Bidding ☐ Sole Source ☐ Single Source ☐ Prequalified Contractor Agreement

☐ Exempt Purchases over $25K ☐ Co-Op Bid Number _____

☒ Piggyback on Contract Number (including name of entity) 20-B-20LL, Volusia County

☐ Request for Proposal/Qualification ☐ Reverse Bid ☐ Pre-Qualified Pool Contractors

Funds pre-encumbered by Requisition No. (If no vendor use Vendor No. 9924 Out to Bid) _____

Account #1 Utilities Operating Accounts Account #2 _____ Account #3 _____

Amount #1 _____ Amount #2 _____ Amount #3 _____

CONTACT INFORMATION

Dept. Utilities Name: Robert Walker, Operations Manager Phone: 954-327-3769

1. Estimated **Budgeted** Amount $_____ or ☒ Dependent on usage within established budget.

NUMBERS 2-17 ONLY APPLY FOR BIDS/RFP/RFQ AND MUST BE COMPLETED BY THE REQUESTING DEPARTMENT.

2. Advertisement Period: _____ days. *All bids need to be advertised a minimum of 12 days and typically do not exceed 30 days.*

3. Project **Location:** _____

4. Is this project **Grant** related? Yes ☐ No ☐ **Funding Agency:** _____

If yes, provide Grant special requirements _____

_____

5. Substantial Completion of project shall be in _____ calendar days after Notice to Proceed.
Final Completion of project shall be in _____ calendar days after Substantial Completion.

6. Do you want to require **Liquidated Damages?** Yes ☐ No ☐ If yes, how much per day? _____

7. List Special licenses/certifications vendors are required to have _____

8. Do you want **a Pre-bid meeting?** Yes ☐ No ☐ if yes, do you want it to be **Mandatory?** Yes ☐ No ☐

Purchasing Division – 6591 Orange Drive Davie, FL 33314 – Tel: 954-797-1016 E-mail: purchasing@davie-fl.gov

REV 3/27/2020

9. Do you want a **Site Visit?** Yes ☐ No ☐ if yes, do you want it to be **Mandatory?** Yes ☐ No ☐

10. Is there an **Outside entity** assisting with this bid (ex: Architect, engineer, consultant) Yes ☐ No ☐

If yes, provide Entity Name: _____ Contact Person: _____

Phone: _____ Email: _____

11. Are there **Plans** associated with this bid? Yes ☐ No ☐ (Purchasing will need 1 electronic copy)
If yes, have they been reviewed by Engineering , Planning and Zoning and the Building Division? Yes ☐ No ☐

12. Does this bid work in conjunction with or will it **impact any other Dept?** Yes ☐ No ☐ **(Example; is this request IT related?)**
If yes, provide Department(s)/Division(s) name:_____
If yes, the listed Department Directors(s) will also need to review the specifications and sign this form in additional area's provide below;

13. Project/Contract Manager (in-house):

Name: _____ Ph: _____ Fax: _____

14. Suggested Review Committee Members: (For RFP's Only!)

A. _____ C. _____

B. _____

15. Vendor(s) to send packet to: (email addresses are required)

A. _____

16. Has this type of solicitation been done before: Yes ☐ Bid/RFP/RFQ Number _____ No ☐ Unknown? ☐

17. Does the Award of this solicitation need to be approved by another body (FDOT, LAP, and CDBG etc.) before submitting item for Town Council approval? Yes ☐ No ☐ **If yes, please list**_____

18. Authorization: (per section 12, if additional Departments/Divisions are involved please have them sign below as well)

Department Director Approval: (Print) _____ (Signature) Renuka Mohammed Digitally signed by Renuka Mohammed Date: 2020.08.10 09:59:14 -04'00' Date: _____

Department Director Approval: (Print) _____ (Signature) _____ Date: _____

Department Director Approval: (Print) _____ (Signature) _____ Date: _____

Department Director Approval: (Print) _____ (Signature) _____ Date: _____

Procurement Manager Approval: (Print) _____ (Signature) Digitally signed by Brian K. O'Connor Date: 2020.08.17 12:22:37 -04'00' Date: _____

Budget & Finance Director Approval: (Print) _____ (Signature) William Ackerman Digitally signed by William Ackerman DN: cn=William Ackerman, o=Town of Davie, ou=Budget and Finance, email=wackerman@davie-fl.gov, c=US Date: 2020.08.17 12:38:54 -04'00' Date: _____

Town Administrator Approval: (Print) Richard J. Lemack (Signature) _____ Date: 8/20/20

Purchasing Division – 6591 Orange Drive Davie, FL 33314 – Tel: 954-797-1016 E-mail: purchasing@davie-fl.gov

REV 3/27/2020

PIGGYBACK & COOPERATIVE BID CHECKLIST
(Over $25,000 Per Year)

Agency Contract #: 20-B-20LL

Vendor Name: R&M Service Solutions, LLC

Vendor Representative: Mike George **Vendor Rep Contact #:** 561-798-3224

Vendor Representative Email: mgeorge@rmservicesolutions.com

Completed By: Elena Muniz

Click on blue links below to access required forms:

Please check boxes when completed.

1. Lead agency or bid awarded by Volusia County ☑
2. Date of award 06/16/2020 ☑
3. Date of expiration 06/15/2023 ☑
4. Date of last renewal N/A ☑
5. Number of renewals left 2 ☑
6. Copy of bid & award documents attached ☑
7. Certificate of Insurance as required per contract, if applicable ☑
8. Requested item same as awarded item ☑
9. Approved Procurement Authorization attached ☑
10. Vendor Registration Form ☑
11. Piggyback Agreement attached * ☑
12. Proposed Town of Davie resolution attached (sample resolution) ☑
13. Justification The Town is in need of Fire Hydrant and Valve Maintenance and Repair Services.
14. Benefit to the Town The ability to use this bid will allow the Town a better price reduction on products and service with the awarded vendor of this contract.

By signing below I verify that:
1.) I have accurately completed all of the items and fields above.
2.) I have read the contract terms & conditions and find this formally solicited contract to be in the best interest of the Town.
3.) I have reviewed the pricing and find this contract to be the best value for the Town of Davie.

Ronald L. Bolton Digitally signed by Ronald L. Bolton Date: 2020.07.22 09:22:19 -04'00' July 22, 2020

Employee Signature Date

*Piggyback agreement requirement may be waived by the Procurement Manager on a case-by-case basis.

Master Agreement

NO. 780 12305 - 2

TERM: 2020-06-16 to 2023-06-15

Volusia County
FLORIDA

Date Issued: 07/10/2020

Vendor contact:	**County contact:**	**Bill To:**
Name: MIKE GEORGE **Phone:** 561-798-3224 **Ext.:** **E-mail:**	**Name:** DEVAN NORTH **Phone:** 386-943-7027 **Ext.:** 13291 **E-mail:** dnorth@volusia.org	**County of Volusia** UTILITIES OPERATION 3151 E New York Ave., 2nd Floor DELAND, FL 32724
Vendor Name: R&M SERVICE SOLUTIONS LLC 7256 WESTPORT PLACE SUITE A WEST PALM BEACH, FL 33413	**Vendor No.** VS7716	**Ship To:** UTILITIES OPERATION ""PROJECT SITE"" VOLUSIA COUNTY, FL 32724

Solicitation Number:	20-B-20LL	**Purchasing**	LISA SMITH
Award Date:	2020-06-16	**Phone:**	386-822-5788 **Ext:** 15788
Award Authorization:	COUNCIL	**E-mail:**	mlsmith@volusia.org
		Payment Terms:	Net 45 Days, FOB Dest, Freight allowed

Document Description:
Fire Hydrant Service and Repair

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	34060	EA	Fire Hydrant service and repair, per attached price list	0.000000

Pam Wilsky

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

Remainder of page is blank

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

ATTACHMENT A-GROUP A / GROUP B PRICE SCHEDULE
HYDRANT AND ISOLATION VALVE MAINTENANCE AND REPAIR
REVISED 5.1.2020

Please complete this price sheet in its entirety. Award will be based on the total combination of Group A and Group B.

Company Name: R&M Service Solutions

Group A - Hydrant Services Price Schedule

Item No.	Description	Annual Estimated Quantity	Unit	Unit Price	Total Offer
1	Hydrant Maintenance (Includes Scrape, Wire Brush and Paint)	1,566	EA	$ 53.00	$ 82,998.00
2	Hydrant Maintenance (without Scrape, Wire Brush and Paint)	1,566	EA	$ 43.00	$ 67,338.00
3	Replace existing typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop	2	EA	$ 5,000.00	$ 10,000.00
4	Replace existing typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	2	EA	$ 5,300.00	$ 10,600.00
5	Replace existing typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	$ 6,100.00	$ 12,200.00
6	Replace existing typical bury (48") hydrant, isolation valve and 6" x 6" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	$ 6,000.00	$ 12,000.00
7	Replace existing typical bury (48") hydrant, isolation valve and 6" x 8" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	$ 6,000.00	$ 12,000.00
8	Replace existing typical bury (48") hydrant, isolation valve and 6" x 10" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	$ 11,000.00	$ 22,000.00
9	Replace existing typical bury (48") hydrant, isolation valve and 6" x 12" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	$ 11,000.00	$ 22,000.00
10	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 6" wet tap.	2	EA	$ 6,000.00	$ 12,000.00
11	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 8" wet tap.	2	EA	$ 6,200.00	$ 12,400.00
12	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 10" wet tap.	2	EA	$ 8,000.00	$ 16,000.00
13	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 12" wet tap.	2	EA	$ 8,000.00	$ 16,000.00
14	Hydrant upper barrel repair	6	EA	$ 500.00	$ 3,000.00
15	Hydrant lower barrel repair	6	EA	$ 700.00	$ 4,200.00
16	Bonnet repair	6	EA	$ 1,350.00	$ 8,100.00
17	Line Stop 6"	2	EA	$ 3,125.00	$ 6,250.00
18	Line Stop 8"	2	EA	$ 3,750.00	$ 7,500.00

Group B - Valve Services Price Schedule

Item No.	Description	Annual Estimated Quantity	Unit	Unit Price	Total Offer
17	Valve maintenance (includes sub-foot GPS location).	1,566	EA	$ 37.00	$ 57,942.00
18	(assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	$ 3,000.00	$ 6,000.00
19	(assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	$ 3,500.00	$ 7,000.00
20	Replace existing 10" valve with resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and	2	EA	$ 4,000.00	$ 8,000.00
21	Replace existing 12" valve with resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	$ 5,100.00	$ 10,200.00
22	Replace existing 16" valve with resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	$ 12,000.00	$ 24,000.00
23	Valve Box Risers 1"	2	EA	$ 100.00	$ 200.00
24	Valve Box Risers 1-1/2"	2	EA	$ 100.00	$ 200.00
25	Valve Box Risers 2"	2	EA	$ 100.00	$ 200.00
26	Valve Box Risers 3"	2	EA	$ 100.00	$ 200.00
27	Valve Box Risers 4"	2	EA	$ 100.00	$ 200.00
28	Valve Box Risers 6"	2	EA	$ 100.00	$ 200.00
	Total Group A and B			$ 116,358.00	$ 450,928.00

SUBMIT TO:

COUNTY OF VOLUSIA
PURCHASING & CONTRACTS
123 W. INDIANA AVE., RM. 302
DELAND, FL 32720-4608

AN EQUAL OPPORTUNITY EMPLOYER

CONTACT PERSON:
Lacey Lassiter..... 386-822-5772
Email:..... Llassiter@volusia.org

DELAND: 386-736-5935
DAYTONA BEACH: 386-257-6000
NEW SMYRNA BEACH:.... 386-423-3300

Volusia County
FLORIDA

INVITATION TO BID

www.volusia.org/purchasing

TITLE:	NUMBER:	SUBMITTAL DEADLINE:
Hydrant and Isolation Valve Maintenance and Repair	**20-B-20LL**	**Tuesday, April 28, 2020, at 3:00 p.m., EST**

DO *NOT* RESPOND TO THIS SOLICITATION ON LINE – SEE SECTION 2.5, *DELIVERY OF BIDS*

PRE BID DATE, TIME AND LOCATION:	
There will be no pre-bid for this solicitation.	*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED*

FIRM'S NAME:

MAILING ADDRESS:

CITY – STATE – ZIP:

E-MAIL ADDRESS:

The vendor acknowledges that information provided in this Bid is true and correct and agree to all terms and conditions contained in this Bid and related Exhibits.

x _____
Authorized Signature Date

_____
Printed Name

_____
Title

PHONE NUMBER:	FAX NUMBER:	FEDERAL I.D. or SOCIAL SECURITY NUMBER:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

CONTENT OF INVITATION/RESPONSE: The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this invitation to bid shall supersede the requirements of Exhibit I "GENERAL CONDITIONS AND INSTRUCTIONS."

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The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids to furnish **Hydrant and Isolation Valve Maintenance and Repair** for the County of Volusia, Florida.

1.0 SCOPE OF WORK

Services shall include maintenance, testing, repair and replacement of fire hydrants and valves within the Volusia County Water Resources and Utilities (WRU) service area.

The Vendor will be responsible for furnishing all labor, tools, equipment, parts and materials to complete the requested work as specified in the Technical Specifications section 1.1. The Vendor will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, well pointing and pumping, shoring, line stops, wet taps, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Technical Specifications.

Vendor shall not subcontract the services or any part of the services without prior written approval from Water Resources and Utilities (WRU). WRU reserves the right to reject any/all subcontractor(s) at the sole discretion of WRU.

The Vendor shall follow the minimum requirements set forth in these specifications. All work shall comply with all applicable provisions and standards of the following recognized entities:

1. Volusia County Water Resources and Utilities Minimum Design Standards.
2. Florida Department of Transportation (FDOT) Utility Accommodation Manual (latest edition).
3. FDOT Design Standards for Construction, Maintenance and Utility Operations on the State Highway System (latest edition).
4. American Water Works Association (AWWA) Standards for Maintenance, Repair and Replacement of Fire Hydrants (M-17) and Distribution System Valves (M-44) (most applicable and latest edition).
5. Occupational Safety and Health Association (OSHA) as applicable to associated work.
6. US Environmental Protection Agency (EPA) as applicable to associated work.
7. US Food and Drug Administration (FDA) as applicable to associated work.
8. Florida Department of Environmental Protection Agency (FDEP) as applicable to associated work.

WRU's Responsibility

Volusia County Water Resources and Utilities shall:

1. Order services on an as needed basis.
2. Provide shapefiles or a file geodatabase of the utilities, as needed.
3. Designate a WRU contact, which shall have responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance, inspection and delivery. The WRU representative shall serve as liaison between the Volusia County Purchasing Department and the Vendor.
4. Have the authority to suspend the work for the following reasons: (a) default of the Vendor; (b) unfavorable weather conditions; (c) mechanical failure of equipment being used in the execution, both of the work under the contract and the work being done by

WRU staff forces adjunctive thereto; (d) or any other conditions which, in the judgement of the WRU representative, makes it impractical to secure first-class results.

Vendor's Responsibilities

Vendor shall:

1. Employ and assign a project manager who will oversee the described work and who has a minimum of five (5) years of continuous field and supervisory experience in all aspects of the described work. The project manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while Vendor's crew work within WRU distribution system.
2. Notify the assigned WRU contact each day, prior to beginning work within the WRU system. Vendor's personnel shall be qualified to complete requested work and display on their person a company identification badge that is clearly visible at the chest level and not covered by clothing or other items. This badge must have the company name, company phone number, the individual's name and the individual's photo.
3. Utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the Vendor to maintain all equipment so as to avoid any leaking fuel, oil and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Vendor to protect the environment and the surrounding surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. All service vehicles shall be maintained in a presentable manner and have Vendor's name and logo adequately displayed.
4. Create a service or job order ticket that shall have, at minimum, the following information:
    a. Company name and contact information
    b. Company job or work order number
    c. WRU contact name and phone number
    d. Date/time of beginning and ending of work
    e. Number of technicians
    f. Work location and description of work to be performed
    g. Detailed description of solution and/or work completed.
5. Be adequately staffed and equipped to respond to all aspects of the requested work within twenty-four (24) hours after notification.
6. Perform work during normal working hours, Monday through Friday, 7:00 a.m. to 3:00 p.m. If additional time is needed, a request shall be made and approved by WRU contact before the occurrence.
7. Visually search for the fire hydrant, utilizing the maps provided and with the aid of metal detectors. Any asset that cannot be found after fifteen (15) minutes shall be recorded as "cannot locate." Any obstructions such as trees, vegetation, physical obstruction or large objects preventing access to the assets, shall be recorded as "obstructed" and reported to WRU to be located.
8. Return all replaced items (hydrants/valves) to WRU after completion of replacement projects, to be disposed of or recycled, as WRU deems necessary.

1.1 Technical Specifications

A. Hydrant Maintenance/Testing

Fire hydrant testing and maintenance shall be in accordance with the AWWA M17 Manual for Installation, Field Testing, and Maintenance of Fire Hydrants, to include the following procedures:

1. Locate and access each fire hydrant.
2. Locate, access and exercise fire hydrant isolation valve.
3. Check fire hydrant nozzle height for correct ground clearance.
4. Identify make, model, nozzle size and year of hydrant manufacture.
5. Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with non-corrosive, FDA approved lubricant.
6. Open hydrant with nozzle caps in place to check for seal leakage.
7. Verify hydrant main (bottom) valve completely closes.
8. Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15 minute flush, report this on spreadsheet or database and continue to flow hydrant. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
9. Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.
10. Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required and lubricate the threads. Check the ease of operation of each cap.
11. Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
12. Record static pressure.
13. Re-attach hydrant nozzle caps.
14. Scrape, wire brush or sand blast and paint hydrant appropriate color. Paint shall be ANSI Safety Yellow or approved equal. Coating shall be spray applied to a minimum of 4 ml dry coat thickness.
15. Replace (if defective) hydrant ID tag, or install (if not present) hydrant ID tag. The tag should be a stamped aluminum tag approximately 2" by 3" in size.
16. Replace (if defective) blue reflective road marker, or install (if not present) blue reflective road marker. Reflective markers shall be Stimsonite model-911-A. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the centerline of the roadway lane closest to the hydrant.
17. Obtain and record GPS site coordinates of hydrant.
18. Document any operational deficiencies and/or miscellaneous findings.
19. Notification of all malfunctioning and/or out of service hydrants or valves shall be immediately reported to WRU contact.
20. Document all pertinent data into an electronic spreadsheet or database to include, but not limited to, the following:
    a. Hydrant address location
    b. Hydrant ID tag number
    c. Hydrant GPS site coordinates

d. Date of flush service
e. Hydrant brand
f. Hydrant model number
g. Hydrant year
h. Hydrant size
i. Hydrant flow rate obtained using 20 PSI and Standard Flow Rate.
j. Hydrant pressure after 15 minutes of flushing
k. Total gallons flushed during service
l. Degree of operating difficulty
m. Deficiencies and/or repairs (required to immediately report to WRU contact)

21. All data shall be formatted to match existing WRU data system and/or forms. Data shall be delivered to WRU in an electronic format compatible with WRU data system.

B. Hydrant Repair

1. Upper Barrel Replacement (upper barrel and bonnet assemblies shall be considered in this contract as upper barrel assembly):
   a. Vendor shall replace entire hydrant upper barrel component. When upper barrel repair is completed, warranty shall cover complete upper barrel assemble.
   b. Vendor shall replace damaged nozzles (hose or pumper).
   c. Vendor shall re-caulk nozzles as necessary.
   d. Vendor shall replace flange, hose nozzle and/or pumper nozzle and gaskets where necessary.
   e. Vendor shall replace any missing or deteriorated nuts and bolts.
   f. Vendor shall rotate position of nozzle as required or per WRU's request.
   g. Vendor shall replace broken traffic flanges and couplings where necessary.
2. Lower Barrel Replacement:
   a. Includes all upper barrel repair items.
   b. Vendor shall replace any/all necessary internal components.
   c. Vendor shall replace broken traffic flanges, flange gaskets and couplings where necessary.
   d. Vendor shall straighten hydrant if necessary.
   e. When lower barrel repair/replacement is completed, warranty shall be on the lower barrel and upper barrel assemblies.
3. Bonnet Repair:
   a. Vendor shall replace hold down nuts.
   b. Vendor shall replace operating nuts.
   c. Vendor shall replace oil reservoir.
   d. Vendor shall replace "O" ring pressure seals.
   e. Vendor shall replace anti-friction washers.
   f. Vendor shall replace damaged bonnet nuts and bolts as required.
   g. Vendor shall lubricate all disassembled bonnet components.

C. Valve Maintenance

Valve maintenance shall include the following procedures:

1. Locate and access each valve.
2. Operate valve from open to close and back to open position for two (2) complete cycles.
3. Paint valve box blue.

4. Mark curb with a "V" marking.
5. Obtain and record GPS coordinates of valve (if applicable).
6. Raise valve box to grade (if applicable).
7. Align valve box to vertical position (if applicable).
8. Clean debris and standing water from valve box (if applicable).

Document all pertinent data including:

1. Location
2. Type
3. Size of valve
4. Direction of rotation to open position
5. Number of turns to full open position
6. Degree of operation difficulty
7. Deficiencies (immediately reported to WRU contact)
8. Valve position (e.g. open, closed, unknown) (immediately report closed valves to WRU contact)

All data shall be formatted to match existing WRU data system and/or forms. Data shall be delivered to the WRU in an electronic format compatible with WRU system.

D. GPS Mapping

All the water distribution valves and fire hydrants encountered in this contract are to be GPS mapped within sub-meter accuracy and the data delivered in an electronic format compatible with WRU software.

1. Coordinate data shall be field-collected with autonomous GPS readings and subsequently differentially corrected via post-processing.

2. The Vendor shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of one (1) second with a minimum occupation of twenty (20) seconds. Specific parameters include:
   a. Elevation mask: 15 degrees above the horizon
   b. Coordinate system: as agreed with NAD 1983 State Plane Florida East.
   c. Satellites: > = 4
   d. Position Dilution of Precision (PDOP) < 6
   e. Horizontal Dilution of Precision (HDOP) < 4
   f. Minimum number of raw positions collected: 20
   g. In the event of obstructions – where a clear GPS position cannot be captured a laser offset will be executed from a nearby location.

3. At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.
   a. PDOP value
   b. HDOP value
   c. Correction status
   d. Date recorded
   e. Time recorded
   f. Total positions

g. Filtered positions
h. Horizontal Precision
i. Vertical Precision
j. Standard deviation
k. Cor File Name
l. X-coordinate
m. Y-coordinate

4. Documentation data will be collected on each distribution valve and/or hydrant and will be agreed upon, and be compatible with WRU software in advance of work start up. Data documentation will include, at a minimum:
   a. Physical data:
      1. identification number
      2. map number
      3. valve size
      4. type of valve
      5. use of valve
      6. valve structure
      7. depth of valve
      8. number of turns
      9. torque
      10. if clean out was necessary
      11. valve discrepancies (by category and details)
      12. box/vault discrepancies (by category and details)
      13. Any additional information as necessary
   b. Location data - Mapping grade GPS coordinate parameters noted in the GPS mapping section.
   c. Discrepancies – Details on discrepancies so that a work order (as described below) can be concisely created.
5. Deliverable Data -The Vendor will provide applicable hydrant and valve data in a spatially accurate format compliant with WRU GPS mapping software and in the County's existing data structure. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The data in electronic format shall contain the information agreed to by WRU and at a minimum the following attribute data:
   a. A unique identification number for each device
   b. Data dictionary- valve condition (operable, inoperable)
   c. Source document reference – valve discrepancies.
   d. Date of Operation – structure discrepancies.
   e. Valve Size – PDOP value
   f. Valve Type – HDOP value

Obstructed GPS data shall be obtained through laser offset method.

E. Hydrant and/or Valve Replacement and Installation

Hydrant and valve replacement and/or new installation work described in the price schedule shall be "all inclusive". The line item pricing of such work shall include all of but not limited to the following:

1. Pre work job site evaluation
2. Obtaining all utility and/or Right of Way (ROW) locates
3. Notification of effected customers (with the exception of partial water systems shut down)
4. Job site safety and MOT
5. Site excavation (typical <48" bury to bottom of pipe)
6. Furnish and install all necessary materials to successfully complete the job
7. Furnish and competently operate all necessary equipment to successfully complete the job
8. Furnish and manage all necessary competent labor to successfully complete the job
9. Excavation, backfill and compaction.
10. Removal of all remaining spoil, materials and waste

1.2 Work in Utility Easement/Right of Way (ROW) and Existing Utilities/ROW Improvements

The Vendor shall be responsible for obtaining all Utility Locates through and in accordance with "Sunshine State One Call of Florida (SSOCOF) Excavation Guide" (latest edition). The Vendor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/or ROW. The Vendor shall promptly notify WRU of any conflicts with existing utilities that occurs as a result of said work. The Vendor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of Way permits as required by Volusia County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

1.3 Job Site Management

The Vendor shall set up, manage and restore each job site in a responsible manner that includes, but is not limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection. At no time during the active progress of work shall the Vendor leave the job site unattended. The Vendor must request and gain approval from WRU for any specific job site-work that may extend past one workday. If approval is granted, all excavated areas must be backfilled and enclosed with safely mesh and proper MOT activated at end of each workday. Each job site (regardless of duration of work) must be maintained at all times in a responsible manner that does not unduly impact the surrounding areas and allows for adequate ingress/egress from properties affected. Any and all road and/or ingress/egress closures must be approved by WRU in advance of the work. The Vendor shall present a contingency plan for such closures at time of approval request. Upon completion of work, the Vendor shall backfill and compact affected areas in addition to clean up and removal of any accumulated dirt and/or rubble from the job site. It shall be the ultimate responsibility of the Vendor to restore the Utility easement and/or right of way to pre-excavated condition. All restoration activities including irrigation system repairs shall be the responsibility of the Vendor (reference Restoration and Contractor Pass Through section of this document).

1.4 Warranty

In order to insure fire hydrant and isolation valve repair, replacement and installation meets the performance guaranteed by the manufacturer and retain warranties, the Vendor shall guarantee all workmanship and materials for all described work for a period of two (2) years from the date of the repair or installation.

1.5 Payment

1. After each service activity, the Vendor shall notify WRU within (24) hours that the service cycle is complete and WRU will inspect the work to ensure full compliance with all specifications.
2. If defects, errors or omissions in the Vendor's work is found by WRU, may require the Vendor to return and make corrections at no additional cost to WRU.
3. Vendor shall complete a service invoice, providing a detailed description of the service. The invoice shall be for the unit cost, regardless of the service provided.
4. The County shall pay the vendor per unit bid price. The County shall make payment only after the vendor has submitted a correct invoice to the Water Resources and Utilities Division, and the division has inspected and accepted the work. The County may also withhold payment until the Vendor has repaired any damages caused by the Vendor.

1.6 Exhibits

A. Exhibit I General Conditions

B. Exhibit II Insurance

1.7 Attachments

A. Attachment A – Group A-Group B Price Schedule

2 SPECIAL CONDITIONS

2.1 Bid Closing Date

Bids must be received by the Volusia County Purchasing and Contracts Office, Room 302, Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than 3:00 p.m., EST, on Tuesday, April 28, 2020. Bids received after this time will not be considered.

2.2 Proposed Schedule

3/13/2020 .....Invitation to Bid Available
4/14/2020 .....Last Day to Receive Written Questions
4/28/2020 .....Bid Closing Date

2.3 Point of Contact

All inquiries regarding this solicitation shall be directed to the procurement analyst in charge of this project as listed below:

Lacey Lassiter, Procurement Analyst
Telephone: 386-822-5772
Fax: 386-736-5972
E-mail: ..... *Llassiter@volusia.org*

2.4 Questions, Exceptions, and Addenda

It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any Section of this Bid shall be directed by letter, facsimile transmission or by e-mail to the Procurement Analyst named above in section 2.3 who shall be the official point of contact for this Bid.

Questions and exceptions shall be submitted and received no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.

If it becomes necessary for the County to revise any part of this ITB, an addendum will be posted on the County's web site. It is each Bidder's responsibility to check the Volusia County web site for any addenda at www.volusia.org/bidlist. Each Bidder should ensure that they have received all addenda to this ITB before submitting their proposal. In their proposals, Bidders must provide proof of receipt of each addendum by signing and returning each addendum to the County. Failure to provide this proof may cause Bidder's proposal to be rendered non-responsive. Each addendum issued by the County shall become a material part of this solicitation.

2.5 Delivery of Bids

DO NOT RESPOND TO THIS SOLICITATION ON LINE

All Bids shall be sealed and delivered or mailed to (faxes/e-mails will *not* be accepted):

County of Volusia, Florida
Purchasing and Contracts Office, Room 302
123 West Indiana Avenue, 3rd floor
DeLand, Florida 32720-4608
Mark package(s) **"Bid #20-B-20LL, Hydrant and Isolation Valve Maintenance and Repair"**

Note: Please ensure that if a third party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to Room 302, in the Purchasing and Contracts Office on the third (3rd) floor at the above address.

Bids mailed to 123 West Indiana Avenue via the United States Postal Service (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Section 2.1. To be considered, a Bid must be received and accepted in the Purchasing and Contracts Office before the Bid closing date and time.

2.6 Pre-bid Conference

A. There will be no pre-bid for this solicitation..

2.7 Bid Submittal Form

A. See *Submittal Requirements* for complete details.

B. Each Bidder shall submit two (2) complete sets of the Bid Submittal:
- **One (1)** hard copy marked "ORIGINAL"
- **One (1)** COMPLETE electronic copy on a CD or USB drive in PDF format (Excel spreadsheets shall not be recorded in PDF). The electronic copy of the Bid Submittal shall include all submittal requirements as detailed in Section **4**. Electronic copies shall NOT be password protected.

Note the solicitation number and name of company on the CD or USB drive.
Do not send confidential information, proprietary information, or trade secrets.

The Invitation to Bid page and the Bid Submittal Form must be signed by an official authorized to legally bind the Bidder to all Bid provisions. The Bid Submittal Form (Section **5.0**) shall be signed by an authorized agent of the firm with documentation, such as a Memorandum of Authority, that the individual is authorized to commit the firm to a contract.

2.8 Definition of Responsive and Responsible for this Bid

Each Bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

A. Proper submittal of ALL documentation as required by this Bid. (Responsive)

B. The greatest benefits to Volusia County as it pertains to: (Responsible)
1. Total Cost;
2. Delivery;
3. Past Performance. In order to evaluate past performance, all Bidders are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this ITB. The County of Volusia shall not be listed as a reference;
4. All technical specifications associated with this Bid;
5. Financial Stability: A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.
6. Proper and complete submission of required attachment per section 1.7.
7. Ability to follow the minimum requirements set forth in the specification listed in section 1.0 through 1.5.

8. Resume of Project Manager showing five (5) years of experience per section 1.0 Vendor's Responsibilities.

Bidders are reminded that award may not necessarily be made to the lowest Bid. Rather, award will be made to the lowest responsive, responsible, Bidder whose Bid represents the best overall value to the County when considering all evaluation factors.

2.9 Local Preference Availability

This is not funded by monies that prohibit the local preference provision and local preference does apply per Exhibit I, General Conditions and Instructions section 10. Local Preference.

2.10 Payment Terms

A. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.

B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.

C. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.

By submitting a Bid (offer) to the County of Volusia, Florida, the Contractor expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Contractor to the County for any legal obligation between the Bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

2.11 Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

2.12 Price Redeterminations

Once each year during the term of the Contract, including any extension or renewal periods thereof, the Contractor may, but is not obligated to, petition the Director of Purchasing and Contracts for one or more price redeterminations where such price redetermination(s) is/are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations shall be made within thirty (30) days of the anniversary date of the Contract (i.e., the calendar day and month when the Contract

became effective) and only after the Contract has been in effect for at least one year. Any such petition shall be made pursuant to the provisions of this Section 2.12 and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to this Agreement.

A. *Basis for Price Redeterminations.* The Contractor may petition the Director of Purchasing and Contracts for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. The base index number for the PPI will be for the month the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

B. *Wage Price Redetermination.* When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group at as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor https://stats.bls.gov/data/. The base figure will be tied to All Workers under the heading Service Occupations. Wage price redetermination increases shall be granted only by reason of wage increases associated with the Contractor's employees or subcontractors performing work or services pursuant to the Agreement.

C. *Minimum Wage Price Redetermination.* If the minimum wage increases during the term of the Agreement, including any renewal or extension period thereunder, the Contractor may petition the Director of Purchasing and Contracts for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Director of Purchasing and Contracts and Internal Auditor.

1. *Example*: Minimum wage increases from $7.31 to $7.56 per hour. The Contractor may petition for an increase of $0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Agreement default and the Agreement will be immediately terminated.

D. *Fuel Price Redetermination.* If/when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Director of Purchasing and Contracts for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "*Unleaded Gasoline - WPU057104*" or *"#2 diesel fuel - WPU057303,"* as such may be applicable to the Contractor's operations in connection with the Contractor's performance of the Agreement.

E. *Materials Price Redetermination.* At the anniversary date of the Agreement, the Contractor may petition the Director of Purchasing and Contracts for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Agreement decreases. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "Machinery and Equipment – 114902012", as published by the Bureau of Labor Statistics.

F. *Price Redetermination Calculation.* All Price Redeterminations shall be calculated as follows:

Example: Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

Current applicable PPI	=	$200.50
Base index PPI	=	- $179.20
PPI increase dollars	=	$21.30

PPI increase percentage ($21.30 ÷ $179.20 = .1189)..... 11.9%

Unit cost of the service is $100.00
30% of $100.00 is directly attributed to the redetermination category.... $30.00
$30.00 × 11.9% = ... $3.57
New unit price for the product/service is ($100 + $3.57)..... $103.57

G. *Expiration Upon Failure to Agree to Price Redetermination.* If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this Section 2.12, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section 2.12 shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this Section 2.12, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

2.13 Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at:

https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318

2.14 Termination

A. County may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor.

B. Contractor may terminate this Agreement upon at least one hundred eighty (180) days prior written notice to County.

C. Upon receipt of notice of termination by the County from Contractor or upon delivery of notice of termination from the County to Contractor, Contractor shall:

1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination;

2. Inform County of the extent to which performance is completed;

3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Services under the Agreement as is not terminated and with the prior approval of the County; and,

4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated.

D. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section 2.11 - Award Term, Section 2.10 - Payment Terms and this Section 2.14 - Termination, the County shall cause

payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.

E. With the approval of the County and to the extent required by the County, the Contractor shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section 2.14- Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Services terminated.

F. If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Services and complete the Services, and the Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the Contractor's unfinished Services. As such, the County may apply unpaid Compensation due and owing to the Contractor prior to the default as a set off against the costs incurred by the County for taking over such Services.

G. The right of termination provided to the County and the Contractor herein shall be cumulative of all other remedies available at law.

H. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

2.15 New Material

Unless otherwise provided for in this specification, the Contractor represents and warrants that the goods, materials, supplies, or components offered to the County under this Agreement are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Contractor believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the Contractor shall so notify the County Procurement Analyst in writing no later than fourteen (14) working days prior to the date set for opening of Bids in accordance with section 2.42. The notice shall include the reasons for the request and any benefits that may accrue if the County authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

2.16 Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Agreement. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

3 DEFINITIONS

As used in this Bid, the following terms shall have the meanings set forth below:

Agreement: Result from this solicitation between the County and the Contractor, which is this Bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

Agreement Administrator: The Director of Purchasing and Contracts or designee shall serve as Agreement Administrator. The Agreement Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be made in writing and authorized by the Director of Purchasing and Contracts.

Bid: A Contractor's offer to the County in response to an invitation to bid (ITB) issued by a purchasing authority.

Bidder: One who submits a response to an invitation to bid (ITB).

Contractor: The person or entity duly authorized, upon award of an invitation to bid (ITB), to have an Agreement with the County to provide the product and/or services set forth herein and incurring liability for the same.

Contractor's Project Manager: The Project Manager has responsibility for administering this Agreement for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

County: Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

County's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director of Purchasing and Contracts for the County of Volusia, Florida.

Master Agreement: The payment vehicle through with the successful Bidder(s) shall be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Preference: The method of the reducing the proposed Bid or quote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.

Protest: See process at www.volusia.org/purchasing.

Purchase Order: The County's written document to the Contractor formalizing the proposed transaction, such as a description of item(s)/services, delivery location, payment terms, invoice address and transportation. If there are any conflicts between the Purchase Order and the resulted awarded ITB the terms of the ITB shall prevail.

Subcontractor: A person other than a materialman or laborer who enters into a contract with a Contractor for the performance of any part of the Agreement documents.

4 SUBMITTAL REQUIREMENTS *(Submit in the following order)*

It is not necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information requested below.

- ❑ **Completed Invitation to Bid Cover Page** signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this ITB, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a vendor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.

- ❑ **Required Copies and Electronic Copy on CD or USB drive** (see Section 2.7)

- ❑ **Provide a Florida Department of State, Division of Corporations' Sunbiz report** available at www.sunbiz.org.

- ❑ **Completed Bid Submittal Form** (use attached form Section 5.0).

- ❑ **References** - List at least three (3) recent references where the proposed services has been provided within the past three (3) years. Use of the attached form (Section 6.0) will aid in evaluation. Unless specifically asked by the County, the County of Volusia shall not be listed as a reference.

- ❑ **Business Tax Receipt** (BTR)

  To be responsive to this solicitation, each Bidder who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their response to this solicitation.

There are two exceptions to this Bid submission requirement:

1. If Bidder's business does not have a physical location in Lake, Orange, Osceola, Seminole, or Volusia County, no submission is required, *OR*
2. If Bidder's business type is exempt, submit with proposal a *Proof of Exemption* approved by the Volusia County Revenue Director (see Section 14.0).

For more information and to access *Ch. 114, Article I, Sect. 114-1* of the Volusia County Code of Ordinances, see https://library.municode.com/fl/volusia_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH114TA_ARTIINGE

- ❑ **Insurance** - (See Exhibit II) Evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number and Volusia County contact person. Contractor shall provide the required insurance detailed in Exhibit II for the entire Term of the agreement. Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements of Exhibit II.

  Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal.

  Incorporated and unincorporated firms that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440, Florida Statutes, shall submit an executed *Hold Harmless Agreement* (see Section 16.0) relieving the County of liability in the event they and/or their employees are injured while providing goods and/or services to the County.

- ❑ **Conflict of Interest Form** (use attached form Section 7.0) All Bidders shall properly complete, have notarized, and include with their Bid Submittal the attached statement disclosing any potential conflict of interest that the Bidder may have due to ownership, other clients, contracts, or interests associated with this project.

- ❑ **Addenda** issued subsequent to the release of this solicitation must be signed and returned with the firm's Bid. Failure to return signed addenda may be cause for the Bid to be considered non-responsive.

- ❑ **W-9** Include a completed W-9 form. If the firm is not registered with Volusia County, on-line registration is available at www.volusia.org/purchasing under Vendor Self Service, which links to the registration site and the W-9 form can be accessed through this site as well.

- ❑ **Certification Affidavit by Local Business (use attached forms 11.0 and 12.0)** All Bidders shall complete, have notarized, and include with their Bid Submittal the attached statement(s) confirming Local Preference Eligibility.

- ❑ **Drug-Free Work Place form** (use attached form Section 8.0).

- ❑ **Certification Regarding Debarment – Prime** (use attached form Section 9.0).

- ❑ **Certification Regarding Debarment – Sub** *if applicable* (use attached form Section 10.0).

- ❑ **CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES** (use attached form in Section 15.0)

- ❑ Proper and complete submission of required attachment per section 1.7.

- ❑ Resume of Project Manager per section 1.0 Vendor Responsibilities

All Bidders shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

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_____, 2020

5.0 BID SUBMITTAL FORM

TO: County of Volusia, Florida
Office of Director of Purchasing and Contracts
123 W. Indiana Avenue, Room 302
DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] _____ _____ has carefully examined the specifications to furnish Hydrant and **Isolation Valve Maintenance and Repair**, for which Bid Submittals were advertised to be received **no later than 3:00 p.m., EST, on Tuesday, April 28, 2020,** and further declares that the firm will furnish the Hydrant and **Isolation Valve Maintenance and Repair** according to specifications.

Complete Attachment A
(Complete Electronically)

The County reserves the right to negotiate with the awarded vendor for additional services similar in nature not known at the time of Bid closing.

Sole Proprietor ❑ **Yes** ❑ **No** **Total number employees** ....._____

F.O.B. Destination

The following information is required in order to be granted a price redetermination.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of fuel? ....._____**%**

Which does the firm use: ❑ **Diesel fuel** or ❑ **Gasoline?**

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of wages? ....._____**%**

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of materials? ....._____**%**

Delivery / Availability: _____

Prompt payment discount, if applicable: _____ %, _____ Days; Net 45 Days

Do you accept electronic funds transfer (EFT)? ❑ YES ❑ NO

Do you offer a discount for electronic funds transfer (EFT)? ❑ YES, ____ % ❑ NO

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as may be deemed to be in the best interest of the County.

I hereby certify that I have read and understand the requirements and terms and conditions of this Invitation to Bid No. 20-B-20LL, **"Hydrant and Isolation Valve Maintenance and Repair",** including all exhibits and attachments (as amended) and that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Agreement(s) and/or other transactions required by award of this ITB.

Further, as attested to by below signature, I will provide the required insurance, per Exhibit II, Insurance, upon notification of recommendation of award.

The vendor acknowledges that information provided in this Bid is true and correct:

×

Authorized Signature

Printed Name

Title | Date

Company Name

Full Address

Telephone | Fax | E-mail Address

Dunn & Bradstreet # | Federal I.D. #

6.0 REFERENCES

Agency **#1**	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency **#2**	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency **#3**	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	

7.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, *(printed name)* _____, am the *(title)* _____ and the duly authorized representative of the firm of *(Firm Name)* _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

_____

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, who is/are personally known to me ***or*** *who has/have produced _____ as identification.*

_____

NOTARY PUBLIC – STATE OF _____

Type or print name:

_____

Commission No.: _____

(Seal)

Commission Expires: _____

8.0 DRUG-FREE WORK PLACE

The undersigned firm, in accordance with Florida statute 287.087, hereby certifies that

_____ does:
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business'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 commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender 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.

_____ _____
Name and Title Date

_____
Signature

_____
Firm

_____
Street address

_____
City, State, Zip

9.0 CERTIFICATION REGARDING DEBARMENT

Certification Regarding
Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions
TO BE COMPLETED BY CONTRACTOR

A. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and

4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

_____ _____
Name and Title Date

_____
Signature

_____
Firm

_____
Street address

_____
City, State, Zip

10.0 CERTIFICATION REGARDING DEBARMENT (SUB)

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion
TO BE COMPLETED BY ALL SUB-CONTRACTORS

A. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and

4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

_____ _____
Name and Title Date

_____
Signature

_____
Firm

_____
Street address

_____
City, State, Zip

11.0 CERTIFICATION AFFIDAVIT BY CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: _____
(Authorized individuals name and title)

For: _____
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote ❒ Yes ❒ No
2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ❒ Yes ❒ No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

_____
(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____, by _____, who is/are personally known to me or who has/have produced _____ as identification.

_____
NOTARY PUBLIC – STATE OF _____
Type or print name:

_____
Commission No.: _____
Commission Expires: _____

(Seal)

12.0 CERTIFICATION AFFIDAVIT BY SUB CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: _____
(Authorized individuals name and title)

For: _____
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote ❒ Yes ❒ No
2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ❒ Yes ❒ No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

_____
(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____, by _____, who is/are personally known to me or who has/have produced _____ as identification.

_____
NOTARY PUBLIC – STATE OF _____
Type or print name:

_____
Commission No.: _____
Commission Expires: _____

(Seal)

13.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY VENDOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION

A. Pursuant to Florida Statutory requirements, potential Bidders are notified:

287.133(2)(a) 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any Bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any Bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Bidder represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Bidder represents and warrants that Bidder, Bidder's subcontractors and Bidder's implementer, if any, is not under investigation for violation of such statutes.

D. Bidder should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

14.0 PROOF OF EXEMPTION

BUSINESS SERVICES REVENUE DIVISION
123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602
PHONE: 386-736-5938 • FAX: 386-822-5729
www.volusia.org/revenue

I certify that the business known as (*business name*) _____,
providing _____ services, which is located at (*street address*) _____
_____, (*city*) _____, falls under the business tax exemption described in:

- ☐ Florida Statute 205.054
- ☐ Florida Statute 205.055
- ☐ Florida Statute 205.063
- ☐ Florida Statute 205.064
- ☐ Florida Statute 205.065
- ☐ Florida Statute 205.066
- ☐ Florida Statute 205.067
- ☐ Florida Statute 205.162
- ☐ Florida Statute 205.191
- ☐ Florida Statute 205.192
- ☐ Florida Statute 205.193
- ☐ Florida Statute 205.196

_____ _____
(Authorized Signature) *(Printed Name)*

STATE OF _____

COUNTY OF _____
Sworn to and subscribed before me this _____ day of _____, 20_____, by _____, who is/are personally known to me ***or*** *who has/have produced _____ as identification.*

_____
NOTARY PUBLIC – STATE OF _____
Type or print name:

_____
Commission No.: _____
(Seal) *Commission Expires:* _____

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

_____
Revenue Director/Designee
Not valid without signature

15.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s.215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent:_____

By:_____

(Authorized Signature)

Title:_____

Date:_____

16.0 HOLD HARMLESS AGREEMENT

I, _____, (*print owner's name*), am the owner of _____ (*print company name*), an incorporated / unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On _____, 20____, the County of Volusia and I or [the above-named business] entered into a contract for _____ *(please insert name of contract)*, (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection

with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: _____ *(print name)* _____ *(signature)*
Employee 1: _____ *(print name)* _____ *(signature)*
Employee 2: _____ *(print name)* _____ *(signature)*
Employee 3: _____ *(print name)* _____ *(signature)*

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, who is/are personally known to me ***or*** *who has/have produced _____ as identification.*

_____
NOTARY PUBLIC – STATE OF

_____

Type or print name:

_____
Commission No.: _____

(Seal) *Commission Expires:* _____

Exhibit I
County of Volusia
General Conditions and Instructions

1. **SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the Volusia County Purchasing and Contracts Division Office prior to the specified date and time is solely and strictly the responsibility of the Bidder. Any submittal received in the Purchasing and Contracts Division Office after the specified date and time will not be considered.

   Responses shall be submitted on forms provided by the County. Additional information may be attached to the submittal. Facsimile or electronic submissions are NOT acceptable. No offer may be modified after acceptance.

2. **BIDDER'S RESPONSIBILITY:** The Bidder, by submitting a Bid, represents that:

   A. The Bidder has read and understands the ITB in its entirety and that the Bid is made in accordance therewith;

   B. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;

   C. The Bidder has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County of Volusia, Florida, upon which the Bidder will rely. If the Bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief; and,

   D. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

3. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the Bidder to the provisions therein. All spaces requesting information from the Bidder shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the Bidder to any entry must be initialed.

4. **OPENING:** Pursuant to Section 119.071, Florida Statutes, Bids or proposals ("responses") and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to www.volusia.org/bidlist for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

   In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance at least two (2) business days before any meeting date.

   Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760. Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf. Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).

5. **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 Agreement:

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 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. Rm. 302 DeLand, FL 32720.

By entering into this 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, this 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 this 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 declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

6. **CLARIFICATION/CORRECTION OF ENTRY/MINOR IRREGULARITIES:** The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES. The County reserves the right to waive minor irregularities in Bid Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Bidder an advantage or benefit not enjoyed by other Bidders.

7. **QUESTIONS, EXCEPTIONS, AND ADDENDA:** It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any Section of this Bid shall be directed by letter, facsimile transmission or by e-mail to the Procurement Analyst named in the ITB who shall be the official point of contact for this Bid.

Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.

If it becomes necessary for the County to revise any part of this ITB, an addendum will be posted on the County's web site. It is each Bidder's responsibility to check the Volusia County web site for any addenda at www.volusia.org. Each Bidder should ensure that they have received all addenda to this ITB before submitting their proposal. In their proposals, Bidders must provide proof of receipt of each addendum by signing and returning each addendum to the County. Failure to provide this proof may cause Bidder's proposal to be rendered non-responsive. Each addendum issued by the County shall become a material part of this solicitation.

8. **INCURRED EXPENSES:** This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Bidder in preparing and submitting a reply, or any cost or expense incurred by any Bidder prior to the execution of a purchase order or Contract/Agreement.

9. **DISADVANTAGED BUSINESSES:** The County Council 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.

10. **LOCAL PREFERENCE:** The County Council has established a policy to encourage participation of local businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.

Effective January 1, 2012, Volusia County adopted a local Bid preference. A Bidder or prime contractor which has a permanent location at least six (6) months prior to the Bid closing, as proven by a business tax receipt, as stated in Volusia County Ordinance 2-269.5 in Lake, Orange, Osceola, Seminole or Volusia County ("Local"), shall be granted a preference of three percent (3%) of the total Bid price or quote. A Bidder which is a prime contractor and is utilizing subcontractors, and the Bid price or quote of the work to be performed by all subcontractors, that qualify as a local business, constitutes fifty-one percent (51%) or greater of the total work to be performed through subcontracting, a two percent (2%) Bid preference will apply. In the event that a prime contractor qualifies for a preference and subcontractor qualifies for a preference, the preference shall not exceed a total of five percent (5%). Preference shall not be given to Bids where the difference of the total Bid price or quote exceeds twenty-five thousand dollars ($25,000.00) from the nearest competing Bid price or quote for that solicitation or if a county listed in 2-269.5 does not reciprocate, as stated in 2-269.5, the County will not offer a preference to this County.

This Section 10 does not apply to any purchase that is funded, in whole or in part, by an entity prohibiting local preference by grant agreement or applicable federal, state, or local law. Solicitations for emergency purchases subject to Section 2-275 of the Code are additionally exempt. All Bidders, including prime and subcontractors, awarded an Agreement as a part of this process must maintain its status as a local business through the term of the Agreement. Any Bidder, including prime and subcontractors, awarded an Agreement as a result of this preference will be required to post any job openings for this project with the Center for Business Excellence (CBE). Noncompliance with the requirements of this Section 10 will be deemed as a material breach and may be subject to Agreement termination or disqualification from bidding on future projects.

11. **PRICING:** Unless otherwise specified prices offered shall remain firm for a period of at least ninety (90) days from the date of bid opening prior to award; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

12. **UNUSUAL COSTS:** The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

13. **ADDITIONAL TERMS & CONDITIONS:** The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the ITB specifications.

14. **TAXES:** County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

15. **PAYMENT TERMS:** Unless otherwise stated in the Special Conditions, the County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the correct invoice(s) or receipt of all products or services ordered in accordance with F.S.S. 218.74

16. **DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes. All discounts shall remain firm for the term of the Agreement

17. **MEETS/MINIMUM SPECIFICATIONS:** The specifications listed in the scope of service are the minimum required performance specifications for this ITB; they are not intended to limit competition nor specify any particular Bidder, but to ensure that the County receives quality services. The Bidder represents that all offers to this ITB shall meet or exceed the minimum requirements specified.

18. **BRAND NAME OR EQUAL:** If items requested by this ITB have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will

be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.

Unless the Bidder clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.

If the Bidder proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Bidder. The Purchasing and Contracts Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To insure that sufficient information is available the Bidder shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

19. **SAMPLES:** When required, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the Bidder. The result of any and all testing shall be made available upon written request.

20. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

21. **CHANGE IN SCOPE OF WORK/SERVICE:**

A. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the County Representative, County Director of Purchasing and Contracts, and the Contractor.

B. If the Contractor believes that any particular work/service is not within the scope of work/service of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. The Contractor and County shall negotiate modifications to the Agreement in good faith and agree upon equitable adjustment for any changes in services or other obligations required of the Contractor due to such modifications. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

C. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this ITB for which requirements were not known when the ITB was released.

22. **GOVERNING LAWS/VENUE:** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

23. **ASSIGNMENT:** Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US $500.00); however, payment of such fee shall not entitle the Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

24. **CONTENT OF INVITATION/RESPONSE:** The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of these "GENERAL CONDITIONS AND INSTRUCTIONS."

25. **DISCLOSURE OF BID CONTENT:** All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

26. **LIMITATION OF LIABILITY/INDEMNIFICATION:** The Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.

In all claims against County, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

27. **INFRINGEMENT CLAIM:** For all licensed software or derivate works of the licensed software used by County under the resulting Agreement, Contractor agrees to protect, defend, indemnify, and hold harmless County, its agents, elected officials and employees of County from and against any and all claims, demands, actions, and causes or action which may arise asserting that all or any part of Contractor's licensed software or applications that are owned and licensed by Contractor to County for use thereof by County, infringes or misappropriates any third party's valid state patent, copyright, trademark, or any trade secret protected under United States law. In the event of an infringement claim, Contractor shall have the option: (i) to procure for County the right to continue using any product or service found to be infringing; (ii) to replace any such infringing product or service with a non-infringing product or service; or (iii) to modify such infringing product or service to make it non-infringing. Contractor shall have no obligation under this Section 27, if the Infringement Claim is based upon the use of the system in combination with other hardware or software applications not furnished by Contractor, or if such a claim arises from County's modification of the system without the authorization of Contractor.

28. **SOVEREIGN IMMUNITY:** County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages,

regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

29. **PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

30. **USE OF COUNTY LOGO:** The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Bidder to use or display County's Intellectual Property on Bidder's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Bidder in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

31. **TRAINING:** Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this ITB.

32. **ACCEPTANCE:** Products purchased as a result of this ITB may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder.

33. **SAFETY WARRANTY:** Any awarded Contractor including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

34. **SAFETY:** The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor in performing the work. The Bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

35. **WARRANTY:** The Bidder agrees that, unless otherwise specified, the product and/or service furnished as a result of this ITB and award thereto shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the ITB/offer.

36. **AWARD:** The County reserves the right to award the Agreement to the Bidder(s) that the County deems to offer the lowest/most responsive and responsible Bid(s), as defined in the solicitation. The County is therefore not bound to accept a Bid based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this ITB, to reject any/all Bids, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting / rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards

based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest or award only a portion of the solicitation.

37. **OTHER AGENCIES:** All Contractors awarded Agreements from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Contractor(s).

38. **FOB DESTINATION:** The F.O.B. point for this Agreement and for all purchases made under it shall be as specified by the using department (in accordance with the Bid Submittal Form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Contractor and the carrier.

39. **SPECIAL CONDITIONS:** County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor's work activities.

40. **LICENSES, CERTIFICATES, AND PERMITS**

A. The County reserves the right to require proof that the Bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, Registration with the Florida Department of State, Division of Corporations' Sunbiz at www.sunbiz.org, AND;

B. The Bidder shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Agreement.

C. If a license is required, the Bidder shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Bidder shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.

41. **RECORDS & RIGHT TO AUDIT:** County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section 40 Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

42. **CLAIM NOTICE:** The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name: County of Volusia, Florida
Personnel/Risk Management Division

Address: 230 North Woodland Boulevard, Suite 250
DeLand, Florida 32720
Telephone: 386-736-5963
Fax: 386-822-5006

43. **WAIVER OF CLAIMS:** Once this Agreement expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning this Agreement. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this Agreement.

44. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA),Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under this Agreement. The Contractor shall indemnify, defend and hold harmless the County and all its officers, agents, servants, or employees against any liability or claim made against the County arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

For internet/web Services: For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products.

At time of Bid submittal, Contractor shall hold the required licensure to be the prime Contractor for all work to be performed under the resulting Agreement. If Contractor proposes to use a Subcontractor or sub-consultant to perform any work under the resulting Agreement such subcontractor and/or sub-consultant shall, at the time of Bid submittal, hold the required licensure for all work to be performed under the resulting Agreement as a subcontractor and shall maintain such license(s) in full force and effect during the term of the resulting Agreement. All licenses and permits required to perform Contractor's duties under the resulting Agreement whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Bidder's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting Agreement.

45. **SCRUTINIZED COMPANIES-FL STATUTE SECTION 287.135 AND 215.473:** Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit the certification form (See Section 15.0). Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false

certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

46. **MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW:** The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

47. **RIGHT TO REQUIRE PERFORMANCE:**

A. The failure of the County or Contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

B. In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

48. **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

A. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

B. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within two (2) business days following the failure

or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

C. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

49. CONTRACTOR'S PERSONNEL: During the performance of the Agreement, the Contractor agrees to the following:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer;

B. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position;

C. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended;

D. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 49;

E. The Contractor shall include the provisions of the foregoing paragraphs A, B, C, and D, above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor;

F. The Contractor and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended;

G. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County; and

H. Both Contractor and Subcontractors awarded an Agreement as a result of Section 10 **Local Preference,** shall register all open positions related to this Agreement with the Center for Business Excellence (CBE), and submit appropriate affidavit (see Special Conditions Section 11.0 and 12.0) showing compliance.

50. COUNTY/CONTRACTOR RELATIONSHIP:

A. Any awarded Contractor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subcontractor's wages or salaries. Benefits for same shall be the

responsibility of the Contractor including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

B. The Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

C. The Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.

D. The Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

51. DISQUALIFICATION OF BIDDERS: One (1) Bid: Only one (1) Bid submittal from an individual firm, partnership or corporation under the same or under different name will be considered. If a Bidder submitted more than one (1) Bid for the work involved, all Bids submitted from such Bidder will be rejected. Collusion among Bidders: If it is believed that collusion exists among the Bidders, the Bids of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same work.

52. DEBARMENT: Purpose and Intent. The county endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis. Further information regarding the County's policies and procedures in regards to DEBARMENT may be found at https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf

53. For purposes of this ITB and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

54. DISPUTE RESOLUTION

Good Faith Efforts to Resolve. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 53, Dispute Resolution. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Work or Services. Issues shall be escalated to successive management levels as needed.

Informal Dispute Resolution. If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

Discovery and Negotiation / Recommended Procedures. Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within five (5) County Work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated below:

County Work Days	Contractor's Representative	County Representative
10	Contractor's Project Manager	County's Project Manager
10	Contractor's Sr. Vice President of Sales	Director of Purchasing and Contracts
20	Contractor's COO or President	Deputy County Manager

Formal Dispute Resolution. At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.

Right to Terminate Reserved. Regardless of the dispute resolution procedures provided for in this Section 54, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of *Special Conditions, Termination*, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

Volusia County
FLORIDA

PROPOSAL PREPARED FOR:

Volusia County
Lacey Lassiter
123 W. Indiana Ave RM. 302
Deland, FL 32720

"ORIGINAL"

Hydrant and Isolation Valve Maintenance and Repair

PREPARED BY:

Samuel Wick
7256 Westport Place Ste. A
West Palm Beach, FL 33413
(904) 386-4483
swick@rmservicesolutions.com

R&M Service Solutions
Repair & Maintenance of Water Distribution Systems

R&M SERVICE SOLUTIONS
PROPOSAL FOR SERVICES

INTRODUCTION

Volusia County
Lacey Lassiter
Procurement Analyst
123 W. Indiana Ave, RM. 302
Deland, FL 32720

Subject: Hydrant and Isolation Valve Maintenance and Repair / 20-B-20LL

Dear: Lacey Lassiter

R&M Service Solutions is pleased to offer this RFP response to the Volusia County for the ***Hydrant and Isolation Valve Maintenance and Repair.***

Valve exercising is the single most important for of preventive maintenance for improving reliability for the water distribution system. Under normal operating conditions main line valves are fully opened and fully closed only when isolation of a portion of the system is needed. Valves that remain in the either for extended period become difficult or even impossible to operate. Additionally, critical valves MUST be operated at any given moment when needed. Therefore, they should exercise at least once a year or more often if the water is corrosive or dirty. The more frequent the valve exercising program, the greater the chance that they will operate when needed.

Regular hydrant testing and maintenance is vital for the ***Volusia County's*** fire hydrants. A number of conditions can affect a hydrant's performance including Water System improvements or changes which can affect zone valve settings, usage changes, damage from accidents or vandalism, wear and tear deterioration, mechanical malfunction and occasionally work performed on water lines without hydrant isolation valves being reopened. Uncovering any of these problems and correcting them prior to the hydrant being needed is imperative to determine fire hydrant capabilities in the event of an emergency.

In addition to determining fire flows, testing can uncover mechanical problems from valves that don't operate properly, to leaks and even pump damaging debris flowing from hydrants. Flow test data also provides essential field information to aid water service planners and the Fire Prevention Bureau to accurately estimate water main capabilities. Water main and hydrant flow capabilities influence decisions about required fire protection and fire resistance features for new developments; where priorities should be placed and Water System upgrades of older, smaller water mains.

GIS Integrated Data collected as a result of Hydrant and Isolation Valve Maintenance Program can be presented to integration into your database system. For repairing and replacing fire hydrants and water mains, ***R&M Service Solutions*** performs Line Stopping up to 60 inches, as well as scheduled water shutdowns, and offers a full complement of valve insertion services. Using our sophisticated GPS data collection equipment, ***R&M*** can collect both spatial

and non-spatial data and present the data to the ***Volusia County's*** for integration into its GIS system.

Our Staff experience includes similar work for some of the most respected utilities in the United States including Ormond Beach, FL; Allentown, PA; Dania Beach, FL; Polk County, FL; City of Melbourne, FL; Volusia County, FL; Broward County, FL; Hillsborough County, FL; ***R&M Service Solutions*** is an Equal Opportunity Employer and has the expertise, experience, equipment and skill needed by the ***Volusia County's*** for a successful completion of your program.

For the ***Hydrant and Isolation Valve Maintenance and Repair project*** Michael George, Operations Manager of ***R&M Service Solutions*** will act as Project Manager (mgeorge@rmservicesolutions.com). With his outstanding commitment to quality and customer satisfaction, Michael has developed long standing relationships with customers through his ability to assume complete ownership of all aspects of a project, understanding the needs of his customers and achieving goals with honesty and integrity. He has been consistently recognized for successfully developing and implementing profitable business advance initiatives ensuring that projects are completed up to and beyond his customer's expectations.

Michael George and the team at ***R&M Service Solutions*** look forward to partnering with Volusia County for a successful ***Hydrant and Isolation Valve Maintenance and Repair*** project.

Detail by Entity Name

Florida Limited Liability Company
R&M SERVICE SOLUTIONS, LLC

Filing Information

Document Number	L09000114038
FEI/EIN Number	27-1422665
Date Filed	11/30/2009
Effective Date	11/30/2009
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	02/17/2020
Event Effective Date	NONE

Principal Address

7256 WESTPORT PLACE, SUITE A
WEST PALM BEACH, FL 33413

Changed: 08/04/2015

Mailing Address

7256 WESTPORT PLACE, SUITE A
WEST PALM BEACH, FL 33413

Changed: 08/04/2015

Registered Agent Name & Address

CORPORATE CREATIONS NETWORK INC.
801 US HWY 1
Suite 301
NORTH PALM BEACH, FL 33408

Name Changed: 02/17/2020

Address Changed: 02/17/2020

Authorized Person(s) Detail

Name & Address

Title MMGR

RAKOCZY, JOHN R
7256 WESTPORT PLACE, SUITE A
WEST PALM BEACH, FL 33413

Title Manager

Rakoczy, Corey D
7256 WESTPORT PLACE, SUITE A
WEST PALM BEACH, FL 33413

Title Authorized Member

George, Michael
7256 WESTPORT PLACE, SUITE A
WEST PALM BEACH, FL 33413

Title Authorized Member

Benedetto, Thomas M
7256 WESTPORT PLACE, SUITE A
WEST PALM BEACH, FL 33413

Annual Reports

Report Year	Filed Date
2018	01/16/2018
2019	01/24/2019
2020	01/21/2020

Document Images

02/17/2020 -- CORLCRACHG	View image in PDF format
01/21/2020 -- ANNUAL REPORT	View image in PDF format
01/24/2019 -- ANNUAL REPORT	View image in PDF format
01/24/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
02/09/2017 -- ANNUAL REPORT	View image in PDF format
02/04/2016 -- ANNUAL REPORT	View image in PDF format

10/08/2015 -- LC Amendment	View image in PDF format
08/04/2015 -- LC Amendment	View image in PDF format
03/13/2015 -- ANNUAL REPORT	View image in PDF format
10/01/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
08/18/2014 -- LC Amendment	View image in PDF format
08/13/2014 -- LC Amendment	View image in PDF format
04/25/2014 -- ANNUAL REPORT	View image in PDF format
02/21/2013 -- ANNUAL REPORT	View image in PDF format
06/04/2012 -- ANNUAL REPORT	View image in PDF format
03/10/2012 -- ANNUAL REPORT	View image in PDF format
01/27/2011 -- ANNUAL REPORT	View image in PDF format
03/25/2010 -- ANNUAL REPORT	View image in PDF format
11/30/2009 -- Florida Limited Liability	View image in PDF format

ATTACHMENT A-GROUP A / GROUP B PRICE SCHEDULE
HYDRANT AND ISOLATION VALVE MAINTENANCE AND REPAIR
REVISED 5.1.2020

Volusia County	COUNTY OF VOLUSIA, FL Recommendation of Award	ALL BIDS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.
BID NUMBER:	20-B-20LL	
BID TITLE:	Hydrant and Isolation Valve Maintenance and Repair	
OPENING DATE/TIME:	5/7/2020 3:00 p.m.	

Please complete this price sheet in its entirety. Award will be based on the total combination of Group A and Group B.

Company Name: Hydromax USA

Group A - Hydrant Services Price Schedule

Item No.	Description	Annual Estimated Quantity	Unit	Unit Price	Total Offer
1	Hydrant Maintenance (Includes Scrape, Wire Brush and Paint)	1,566	EA	$ 41.00	$ 64,206.00
2	Hydrant Maintenance (without Scrape, Wire Brush and Paint)	1,566	EA	$ 35.00	$ 54,810.00
3	Replace existing typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop	2	EA	$ 9,648.00	$ 19,296.00
4	Replace existing typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	2	EA	$ 9,560.00	$ 19,120.00
5	Replace existing typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	$ 10,376.00	$ 20,752.00
6	Replace existing typical bury (48") hydrant, isolation valve and 6" x 6" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	$ 14,089.00	$ 28,178.00
7	Replace existing typical bury (48") hydrant, isolation valve and 6" x 8" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	$ 14,384.00	$ 28,768.00
8	Replace existing typical bury (48") hydrant, isolation valve and 6" x 10" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	$ 14,643.00	$ 29,286.00
9	Replace existing typical bury (48") hydrant, isolation valve and 6" x 12" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop	2	EA	$ 14,938.00	$ 29,876.00

Company Name: R&M Service Solutions

Group A - Hydrant Services Price Schedule

Item No.	Description	Annual Estimated Quantity	Unit	Unit Price	Total Offer
1	Hydrant Maintenance (Includes Scrape, Wire Brush and Paint)	1,566	EA	$ 53.00	$ 82,998.00
2	Hydrant Maintenance (without Scrape, Wire Brush and Paint)	1,566	EA	$ 43.00	$ 67,338.00
3	Replace existing typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop	2	EA	$ 5,000.00	$ 10,000.00
4	Replace existing typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	2	EA	$ 5,300.00	$ 10,600.00
5	Replace existing typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	$ 6,100.00	$ 12,200.00
6	Replace existing typical bury (48") hydrant, isolation valve and 6" x 6" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	$ 6,000.00	$ 12,000.00
7	Replace existing typical bury (48") hydrant, isolation valve and 6" x 8" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	$ 6,000.00	$ 12,000.00
8	Replace existing typical bury (48") hydrant, isolation valve and 6" x 10" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	$ 11,000.00	$ 22,000.00
9	Replace existing typical bury (48") hydrant, isolation valve and 6" x 12" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop	2	EA	$ 11,000.00	$ 22,000.00

ATTACHMENT A-GROUP A / GROUP B PRICE SCHEDULE
HYDRANT AND ISOLATION VALVE MAINTENANCE AND REPAIR
REVISED 5.1.2020

10	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 6" wet tap.	2	EA	$ 15,009.00	$ 30,018.00	10	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 6" wet tap.	2	EA	$ 6,000.00	$ 12,000.00
11	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 8" wet tap.	2	EA	$ 15,082.00	$ 30,164.00	11	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 8" wet tap.	2	EA	$ 6,200.00	$ 12,400.00
12	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 10" wet tap.	2	EA	$ 15,103.00	$ 30,206.00	12	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 10" wet tap.	2	EA	$ 8,000.00	$ 16,000.00
13	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 12" wet tap.	2	EA	$ 15,136.00	$ 30,272.00	13	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 12" wet tap.	2	EA	$ 8,000.00	$ 16,000.00
14	Hydrant upper barrel repair	6	EA	$ 350.00	$ 2,100.00	14	Hydrant upper barrel repair	6	EA	$ 500.00	$ 3,000.00
15	Hydrant lower barrel repair	6	EA	$ 600.00	$ 3,600.00	15	Hydrant lower barrel repair	6	EA	$ 700.00	$ 4,200.00
16	Bonnet repair	6	EA	$ 350.00	$ 2,100.00	16	Bonnet repair	6	EA	$ 1,350.00	$ 8,100.00
17	Line Stop 6"	2	EA	$ 5,400.00	$ 10,800.00	17	Line Stop 6"	2	EA	$ 3,125.00	$ 6,250.00
18	Line Stop 8"	2	EA	$ 6,000.00	$ 12,000.00	18	Line Stop 8"	2	EA	$ 3,750.00	$ 7,500.00

Group B - Valve Services Price Schedule

Item No.	Description	Annual Estimated Quantity	Unit	Unit Price	Total Offer
17	Valve maintenance (includes sub-foot GPS location).	1,566	EA	$ 36.00	$ 56,376.00
18	Replace existing 6" valve with resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	$ 5,726.00	$ 11,452.00
19	Replace existing 8" valve with resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	$ 6,407.00	$ 12,814.00
20	Replace existing 10" valve with resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	$ 7,602.00	$ 15,204.00
21	Replace existing 12" valve with resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	$ 8,850.00	$ 17,700.00
22	Replace existing 16" valve with resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	$ 12,570.00	$ 25,140.00
23	Valve Box Risers 1"	2	EA	$ 22.47	$ 44.94
24	Valve Box Risers 1-1/2"	2	EA	$ 24.34	$ 48.68
25	Valve Box Risers 2"	2	EA	$ 26.67	$ 53.34
26	Valve Box Risers 3"	2	EA	$ 31.37	$ 62.74
27	Valve Box Risers 4"	2	EA	$ 46.07	$ 92.14
28	Valve Box Risers 6"	2	EA	$ 54.50	$ 109.00
Total Group A and B				$ 202,140.42	$ 584,648.84

Opened by: Jennifer Ditslear, Procurement Manager
Tabulation by: Lacey Lassiter, Procurement Analyst
Recommendation of Award: R&M Service Solutions
County Council Meeting Date: 6/16/2020
Posted: 5/22/2020

Group B - Valve Services Price Schedule

Item No.	Description	Annual Estimated Quantity	Unit	Unit Price	Total Offer
17	Valve maintenance (includes sub-foot GPS location).	1,566	EA	$ 37.00	$ 57,942.00
18	Replace existing 6" valve with resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	$ 3,000.00	$ 6,000.00
19	Replace existing 8" valve with resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	$ 3,500.00	$ 7,000.00
20	Replace existing 10" valve with resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	$ 4,000.00	$ 8,000.00
21	Replace existing 12" valve with resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	$ 5,100.00	$ 10,200.00
22	Replace existing 16" valve with resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	$ 12,000.00	$ 24,000.00
23	Valve Box Risers 1"	2	EA	$ 100.00	$ 200.00
24	Valve Box Risers 1-1/2"	2	EA	$ 100.00	$ 200.00
25	Valve Box Risers 2"	2	EA	$ 100.00	$ 200.00
26	Valve Box Risers 3"	2	EA	$ 100.00	$ 200.00
27	Valve Box Risers 4"	2	EA	$ 100.00	$ 200.00
28	Valve Box Risers 6"	2	EA	$ 100.00	$ 200.00
Total Group A and B				$ 116,358.00	$ 450,928.00

Reviewed and Approved by:

Pam Wilsky, CPPB, CPPO
Director of Purchasing and Contracts

SUBMIT TO:

COUNTY OF VOLUSIA
PURCHASING & CONTRACTS
123 W. INDIANA AVE., RM. 302
DELAND, FL 32720-4608

AN EQUAL OPPORTUNITY EMPLOYER

CONTACT PERSON:
Lacey Lassiter..... 386-822-5772
Email:..... Llassiter@volusia.org

DELAND:..... 386-736-5935
DAYTONA BEACH:..... 386-257-6000
NEW SMYRNA BEACH:.... 386-423-3300

Volusia County
FLORIDA

INVITATION TO BID

www.volusia.org/purchasing

TITLE:	NUMBER:	SUBMITTAL DEADLINE:
Hydrant and Isolation Valve Maintenance and Repair	**20-B-20LL**	**Tuesday, April 28, 2020, at 3:00 p.m., EST**

DO *NOT* RESPOND TO THIS SOLICITATION ON LINE – SEE SECTION 2.5, *DELIVERY OF BIDS*

PRE BID DATE, TIME AND LOCATION:

There will be no pre-bid for this solicitation.

SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED

FIRM'S NAME:

R&M Service Solutions, LLC

MAILING ADDRESS:

7256 Westport Place Ste. A

CITY – STATE – ZIP:

West Palm Beach, FL 33413

E-MAIL ADDRESS:

mgeorge@rmservicesolutions.com

PHONE NUMBER: (352)398-9127

FAX NUMBER: (813)788-4355

The vendor acknowledges that information provided in this Bid is true and correct and agree to all terms and conditions contained in this Bid and related Exhibits.

x Michael George — May 6th 202(
Authorized Signature — Date

Michael George
Printed Name

General Manager
Title

FEDERAL I.D. or SOCIAL SECURITY NUMBER: 27-1422665

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

CONTENT OF INVITATION/RESPONSE: The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this invitation to bid shall supersede the requirements of Exhibit I "GENERAL CONDITIONS AND INSTRUCTIONS."

May 6th, 2020

5.0 BID SUBMITTAL FORM

TO: County of Volusia, Florida
Office of Director of Purchasing and Contracts
123 W. Indiana Avenue, Room 302
DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] R&M Service Solutions, LLC has carefully examined the specifications to furnish Hydrant and **Isolation Valve Maintenance and Repair**, for which Bid Submittals were advertised to be received **no later than 3:00 p.m., EST, on Tuesday, April 28, 2020,** and further declares that the firm will furnish the Hydrant and **Isolation Valve Maintenance and Repair** according to specifications.

Complete Attachment A
(Complete Electronically)

The County reserves the right to negotiate with the awarded vendor for additional services similar in nature not known at the time of Bid closing.

Sole Proprietor ☐ **Yes** ☑ **No** **Total number employees** 15-20

F.O.B. Destination

The following information is required in order to be granted a price redetermination.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of fuel? ..... 10 %

Which does the firm use: ☐ **Diesel fuel** or ☑ **Gasoline?**

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of wages? ..... 35 %

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of materials? ..... 15 %

Delivery / Availability: Upon request

Prompt payment discount, if applicable: 0 %, N/A Days; Net 45 Days

Do you accept electronic funds transfer (EFT)? ☑ YES ☐ NO

Do you offer a discount for electronic funds transfer (EFT)? ☐ YES, ____ % ☑ NO

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as may be deemed to be in the best interest of the County.

I hereby certify that I have read and understand the requirements and terms and conditions of this Invitation to Bid No. 20-B-20LL, **"Hydrant and Isolation Valve Maintenance and Repair"**, including all exhibits and attachments (as amended) and that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Agreement(s) and/or other transactions required by award of this ITB.

Further, as attested to by below signature, I will provide the required insurance, per Exhibit II, Insurance, upon notification of recommendation of award.

The vendor acknowledges that information provided in this Bid is true and correct:

x _____

Authorized Signature

Samuel Wick

Printed Name

Director of Sales — May 6,2020

Title — Date

R&M Service Solutions, LLC

Company Name

7256 Westport Place Ste. A, West Palm Beach, FL 33413

Full Address

(904)386-4483 — (813)788-4355 — swick@rmservicesolutions.com

Telephone — Fax — E-mail Address

Dunn & Bradstreet # — Federal I.D. #

6.0 REFERENCES

Agency #1	Seminole County Florida
Address	500 W. Lake Mary Blvd
City, State, ZIP	Sanford, FL 32773
Contact Person	Chris Graybosch
E-mail	Cgraybosch@seminolecountyfl.gov Phone: (407)840-4058
Date(s) of Service	2009- Current
Type of Service	Hydrant and Valve repair and maintenance; Line stops approximately 1,000 Valves and 3,000 Hydrants completed multiple times.
Comments:	
Agency #2	New Smyrna Beach
Address	200 Canal Street
City, State, ZIP	New Smyrna Beach, FL 32168
Contact Person	Darren Phegley
E-mail	dphegley@ucnsb.org Phone: (386) 275-2475
Date(s) of Service	August 2019- September 2019
Type of Service	Hydrant Maintenance and Hydrant Isolation Valve Maintenance.
Comments:	
Agency #3	Weston, City of
Address	2599 Sount Post Road
City, State, ZIP	Weston, FL 33327
Contact Person	Jose Casio
E-mail	Jcasio@westonfl.org Phone: (305)962-6740
Date(s) of Service	January 20 to Present
Type of Service	Hydrant and Hydrant Isolation Valve Maintenance and Repairs.
Comments:	

OUR REFERENCES

References

Hydrant & Valve Programs:

Client	Contact	Service
Sarasota County, FL	Jason "Jay" Brown Field Services Operations Manager Sarasota County 9941) -650-3728	Valve Exercising
City of Weston, FL	Karl C. Thompson, P.E., Director of Public Works (954) 385-2600, (954) 385-2610 FAX	Valve Exercising, Fire Hydrant maintenance (painting included)
Citrus County, FL	Dane Bargiel, Field Operations Supervisor (352) 400-0146	Fire Hydrant Maintenance and Valve Maintenance Program
City of Boca Raton, FL	Lisa Wilson-Davis, Operations and Environmental Compliance Manager (561) 338-7310, (561) 338-7345 FAX	Fire Hydrant Maintenance (painting included) and Valve Maintenance
Sumter County, FL	Damon Allen, Battalion Chief SCFEMS, B-Shift (352) 569-6844	Fire Hydrant & valve Maintenance Program
Port Everglades, FL	Garfield "Gary" Williams (954) 529-1148	Fire Hydrant & valve Maintenance Program
City of Coconut Creek, FL	Rodney Zancanata 954-956-1534	Fire Hydrant & valve Maintenance Program
City of Pompano Beach, FL	Pompano Beach, FL 33061-1300 (954) 786-5508	Fire Hydrant & valve Maintenance Program
City of Dade City, FL	Jeff Lanphere, Dade City Utilities Manager (352) 523-5047	Fire Hydrant & valve Maintenance Program
City of Longwood, FL	Richard Kornbluh, Utilities Manager (407) 263-2388, (407) 263-2390 FAX	Fire Hydrant Maintenance/Repair & Valve Maintenance
Broward County, FL	Juan Robby, Utilities Operations Manager (954) 831-3249, (954) 831-0819 FAX	Fire Hydrant Maintenance & Valve Maintenance

City of Ormond Beach, FL	Michael Dunn, P.E. Utilities Engineering Manager (386) 676-3269, (386) 676-3304 FAX	Fire Hydrant & Valve Maintenance Program
City of Holly Hill, FL	Bob Kasprack, Water Treatment Plant Chief Operator (386) 248-9463	Fire Hydrant & Valve Repair/Replacement
City of Mulberry, FL.	John Wright, Utilities Manager (863) 661-8954	Fire Hydrant Testing & Repair
City of Frostproof, FL	James Keene, Public Works Director (863) 528-2184	Fire Hydrant Testing & Repair
City of Dania Beach, FL	Michael Cassano, Deputy Fire Chief (954) 924-6815 x3722, (954) 921-0959 FAX	Fire Hydrant Maintenance
Polk County, FL	Don Silvia, Utilities Underground Manager (863) 298-4265, (863) 298-4111 FAX	Fire Hydrant & Valve Maintenance Program
City of Melbourne, FL	Mike Brink, Utility Operations Superintendent (321) 722-5373, (321) 674-5750 FAX	Fire Hydrant Maintenance Program
Seminole County, FL	Robert Dehler, Utilities Program Coordinator (407) 665-2015, (407) 665-2019 FAX	Fire Hydrant & Valve Maintenance Program
Volusia County, FL	Scott Heil, Utility Operations Manager (386) 822-6465, (386) 822-6466 FAX	Fire Hydrant Maintenance Program
City of Tampa, FL	Jillian Howard (813) 274-8593, (813) 274-7435 FAX	Valve Maintenance Program
City of Sunrise, FL	Frank Verardi – Distribution Superintendent – (954) 888-6092	Fire Hydrant & Valve Maintenance Program
Hillsborough County, FL	Gil Gardner, Utilities Manager – Line Maintenance (813) 554-5010, (813) 554-5066 FAX	Fire Hydrant & Valve Maintenance Program

Valdosta
Jacksonville
Lake City
St. Augustine
Gainesville
Daytona Beach
Ocala
Orlando
Melbourne
Tampa
Clearwater
Lakeland
FLORIDA
St. Petersburg
Port St. Lucie
West Palm Beach
Fort Myers
Naples
Fort Lauderdale
Miami
Everglades National Park

R&MSERV-01 EDENL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/9/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768
Insurance Office of America
Abacoa Town Center
1200 University Blvd, Suite 200
Jupiter, FL 33458

CONTACT NAME: Tara McKay
PHONE (A/C, No, Ext): (561) 296-6153 26053 FAX (A/C, No): (561) 776-0670
E-MAIL ADDRESS: Tara.McKay@ioausa.com

INSURED
R&M Service Solutions, LLC
R&M Service Solutions, Inc.
7256 Wesport Place, Suite A
West Palm Beach, FL 33413

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Insurance Company	35289
INSURER B: Vantapro Specialty Insurance Company	44768
INSURER C: National Union Fire Insurance Company of Pittsburg PA	19445
INSURER D: Valley Forge Insurance Company	20508
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	6042667780	7/21/2019	7/21/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	5087-0069-01	7/21/2019	7/21/2020	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE			BE019655143	7/21/2019	7/21/2020	AGGREGATE	$ 3,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N / N/A		X	642667794	9/4/2019	9/4/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Equipment Floater			6042667780	7/21/2019	7/21/2020	Leased/Rented-Item	125,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
9/4/2019 to 9/4/2020 California Workers Compensation: Carrier - Transportation Insurance Company, Policy #6042667827, Limits: $1,000,000/$1,000,000/$1,000,000

Volusia County and FDOT are Additional Insured with respect to General Liability when required by written contract per form #CNA75079XX and Additional Insured with respect to Auto Liability per form#SA 00039 00.
Waiver of Subrogration with respect to General Liability per form # CNA74705XX, with respect to Auto Liability per form# CA 04 44 and with respect to Workers Compensation per form # WC000313

CERTIFICATE HOLDER

Volusia County
Purchasing & Contracts Division
123 W Indiana Avenue
Room.302
Deland, FL 32720

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – WHERE REQUIRED UNDER CONTRACT OR AGREEMENT - SCHEDULE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II – LIABILITY COVERAGE, Paragraph **A. Coverage,** Subparagraph **1. Who Is An Insured** is amended to include the following additional provision:

The person(s) or organization(s) shown in the Schedule below is an additional "insured", but solely to the extent that you become obligated to include such person(s) or organization(s) as an additional "insured" under this policy as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, and solely with respect to liability arising out of the use of a covered "auto". However, the insurance provided will not exceed the lesser of:

a. The coverage and/or limits of this policy; or

b. The coverage and/or limits required by said written contract or written agreement.

Schedule:

Person(s) or Organization(s):

Any person or organization whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "accident", occurrence, loss, injury or damage

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POLICY NUMBER: 5087-0069-01

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: R&M Service Solutions, LLC
Endorsement Effective Date: 7/21/2019

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "accident", occurrence, loss, injury or damage
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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CNA

Workers Compensation And Employers Liability Insurance
Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard.**

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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7.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, *(printed name)* Samuel Wick, am the *(title)* Director of Sales and the duly authorized representative of the firm of *(Firm Name)* R&M Service Solutions, LLC whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

Signature: _____

Printed Name: Samuel Wick

Firm Name: R&M Service Solutions, LLC

Date: May 6,2020

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this_____day of_____, 20____, by _____, who is/are personally known to me or who has/have produced_____as identification.

_____

NOTARY PUBLIC – STATE OF _____

Type or print name:

_____

Commission No.: _____

(Seal)

Commission Expires: _____

COUNTY OF VOLUSIA
PURCHASING & CONTRACTS DIVISION
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

April 3, 2020

ADDENDUM NO. 1
Hydrant and Isolation Valve Maintenance and Repair
ITB No. 20-B-20LL

TO: All firms interested in providing the required services

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the Invitation to Bid (ITB). This addendum is an integral part of the ITB and shall take precedence over what was previously stated in the solicitation documents.

Bid Closing Date:

The bid closing date has been extended to Thursday April 30, 2020. The last day for questions is April 16, 2020.

The Purchasing and Contracts Division has revised the bid submittal and bid opening procedures regarding public solicitations in response to COVID-19. Please visit www.volusia.org/purchasing or www.volusia.org/bidlist for the most up to date information. It is the responsibility of all bidders to check the website prior to bid submittal. Please allow sufficient time for delivery of all packages.

As a reminder:
Hard copies of bid submittals are no longer required. One (1) COMPLETE electronic copy on a CD or USB drive in PDF format shall be submitted. (Excel spreadsheets shall not be recorded in PDF). The electronic copy of the submittal shall include ALL submittal requirements, as detailed in the solicitation. Electronic copies shall NOT be password protected.

Clarification:

Section 1.1 C shall now include the following: Raise valve box to grade using standard valve box risers 1", 1-1/2", 2", 3", 4" or 6" (if applicable).

Attachments:

The following has been posted to the website as part of this Addendum No. 1: Attachment A – Group A-Group B Price Schedule Revised 4.3.2020.

Questions:

Question: Are all the valves for the valve maintenance line item #17, 6" hydrant leads? If not, can you provide the sizes?

Response: All valves are 6" hydrant isolation.

Question: Is this steady work throughout the year or do you expect gaps in work?

Response: This is not a year round project, it is only about a four month period per year.

Question: Can the valve raises and realignments get their own line items and a more detailed spec for surface covers and depths etc.?

Response: See above clarification and attachments.

Question: Is the operation of the Fire Hydrant isolation valve part of hydrant line item?

Response: Yes, exercising of the isolation valve is part of the hydrant line item.

Question: Does water from the hydrants need to be dechlorinated?

Response: No dechlorination is not required.

Question: Does Volusia County have an estimated number of valve and hydrant replacements associated with the project?

Response: The number of replacements will be 6" valves -2, 8" valves - 2, 10" valves - 2, 12" valves - 2 and 16" valves -2, so a total of 10.

Question: What is the maximum number of hydrant maintenance the awarded contractor can complete within a working day?

Response: We have 1,566 hydrants that will need maintenance. All must be completed by September.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 1 **Total Pages: 2**

If there are any questions, please contact the staff member responsible for this project, Lacey Lassiter, Procurement Analyst, at phone: (386) 822-5772 or via E-mail: llassiter@volusia.org.

Jennifer Ditslear, CPPB
Procurement Manager
Purchasing and Contracts Division

Please sign and return with Bid 20-B-20LL

Vendor: R&M Service Solutions, LLC

Signed by (Name/Position): Samuel Wick- Director of Sales

Phone No.: (904) 386-4483 Date: May 6 2020

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE BID TO BE DEEMED NON-RESPONSIVE

COUNTY OF VOLUSIA
PURCHASING & CONTRACTS DIVISION
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

April 16, 2020

ADDENDUM NO. 2
Hydrant and Isolation Valve Maintenance and Repair
ITB No. 20-B-20LL

TO: All firms interested in providing the required services

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the Invitation to Bid (ITB). This addendum is an integral part of the ITB and shall take precedence over what was previously stated in the solicitation documents.

Questions:

Question: Can we have more than 2 crews working at one time?

Response: No, only one crew.

Question: Will there be a line item for Line Stops? Line Stops historically cost more than shut downs

Response: No.

Question: Is there a line item added for well points?

Response: No.

Question: If a hydrant is more than 48" bury will there be a line item added for extra excavation?

Response: No.

Question: Will there be a line item for extra stand by time if shut down for replacement cannot be completed?

Response: No.

Question: Will there be a line item added for shoring if needed?

Response: No.

Question: Will there be a line item for a pass thru percentage cost for extras that are not on this contract?

Response: No.

Question: Will there be a line item for work in asphalt, or concrete, paver brick, or any unseen items that may occur?

Response: No.

Question: If the contractor elects to deploy two crews in the county can we complete 60 Hydrants a day? If no, then what is the maximum amount of hydrants that can be completed per day?

Response: 25.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 2

Total Pages: 2

If there are any questions, please contact the staff member responsible for this project, Lacey Lassiter, Procurement Analyst, at phone: (386) 822-5772 or via E-mail: llassiter@volusia.org.

Jennifer Ditslear

Jennifer Ditslear, CPPB
Procurement Manager
Purchasing and Contracts Division

Please sign and return with Bid 20-B-20LL

Vendor: R&M Service Solutions LLC

Signed by (Name/Position): Samuel Wick, Director of Sales

Phone No.: (904) 386-4483 Date: May 6 2020

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE BID TO BE DEEMED NON-RESPONSIVE

COUNTY OF VOLUSIA
PURCHASING & CONTRACTS DIVISION
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

April 27, 2020

ADDENDUM NO. 3
Hydrant and Isolation Valve Maintenance and Repair
ITB No. 20-B-20LL

TO: All firms interested in providing the required services

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the Invitation to Bid (ITB). This addendum is an integral part of the ITB and shall take precedence over what was previously stated in the solicitation documents.

Bid Closing Date:

The bid closing date has been extended to Thursday May 7, 2020. The last day for questions is April 30, 2020.

Clarifications:

Award of bid will be based on the total of Group A and Group B combined. The price sheet must be completed in its entirety to be considered for award. Incomplete price sheets may be deemed non-responsive.

Attachments:

The following has been posted to the website as part of this Addendum No. 1: Attachment A – Group A-Group B Price Schedule Revised 4.27.2020.

Questions:

Question: After review the Addendum 2, a linestop only cost between 3600.00-5000.00 on the hydrant replacement, this could promote an unbalanced bid.

Response: Please see the revised Bid Price Sheet as posted to the website as part of this addendum.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 3 **Total Pages: 1**

If there are any questions, please contact the staff member responsible for this project, Lacey Lassiter, Procurement Analyst, at phone: (386) 822-5772 or via E-mail: llassiter@volusia.org.

Jennifer Ditslear
Jennifer Ditslear, CPPB
Procurement Manager
Purchasing and Contracts Division

Please sign and return with Bid 20-B-20LL

Vendor: R&M Service Solutions LLC
Signed by (Name/Position): Samuel Wick, Director of Sales
Phone No.: (904) 386-4483 Date: May 6 2020

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE BID TO BE DEEMED NON-RESPONSIVE

COUNTY OF VOLUSIA
PURCHASING & CONTRACTS DIVISION
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

May 1, 2020

ADDENDUM NO. 4
Hydrant and Isolation Valve Maintenance and Repair
ITB No. 20-B-20LL

TO: All firms interested in providing the required services

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the Invitation to Bid (ITB). This addendum is an integral part of the ITB and shall take precedence over what was previously stated in the solicitation documents.

Attachments:

The following has been posted to the website as part of this Addendum No. 1: Attachment A – Group A-Group B Price Schedule Revised 5.1.2020.

Questions:

Question: On group A, line item 17, what size line stops will be requested?

Response: Please see the revised Bid Price Sheet as posted to the website as part of this addendum.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 4

Total Pages: 1

If there are any questions, please contact the staff member responsible for this project, Lacey Lassiter, Procurement Analyst, at phone: (386) 822-5772 or via E-mail: llassiter@volusia.org.

Jennifer Ditslear
Jennifer Ditslear, CPPB
Procurement Manager
Purchasing and Contracts Division

Please sign and return with Bid 20-B-20LL

Vendor: R&M Service Solutions LLC

Signed by (Name/Position): Samuel Wick, Director of Sales

Phone No.: (904) 386-4483 Date: May 6 2020

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE BID TO BE DEEMED NON-RESPONSIVE

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
R&M Service Solutions, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
7256 Westport Place Suite A

6 City, state, and ZIP code
West Palm Beach, Fl 33413

7 List account number(s) here (optional)

Requester's name and address (optional)
Volusia County
123 W Indiana Ave Room. 302
DeLand, Fl 32720

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
2 7 - 1 4 2 2 6 6 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ **4/13/2020**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

11.0 CERTIFICATION AFFIDAVIT BY CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: N/A
(Authorized individuals name and title)

For: N/A
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote ☐ Yes ☐ No
2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ☐ Yes ☑ No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

_____
(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this_____day of_____, 20_____, by _____, *who is/are personally known to me or who has/have produced*_____*as identification.*

_____
NOTARY PUBLIC – STATE OF _____
Type or print name:

_____
Commission No.: _____
Commission Expires: _____

(Seal)

12.0 CERTIFICATION AFFIDAVIT BY SUB CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: N/A
(Authorized individuals name and title)

For: N/A
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote ☐ Yes ☐ No
2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ☐ Yes ☐ No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

_____
(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this_____day of_____, 20_____, by _____, who is/are personally known to me or who has/have produced_____as identification.

_____
NOTARY PUBLIC – STATE OF _____
Type or print name:

_____
Commission No.: _____
Commission Expires: _____

(Seal)

13.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY VENDOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION

A. Pursuant to Florida Statutory requirements, potential Bidders are notified:

287.133(2)(a) 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any Bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any Bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Bidder represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Bidder represents and warrants that Bidder, Bidder's subcontractors and Bidder's implementer, if any, is not under investigation for violation of such statutes.

D. Bidder should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

8.0 DRUG-FREE WORK PLACE

The undersigned firm, in accordance with Florida statute 287.087, hereby certifies that

R&M Service Solutions, LLC does:
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business'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 commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender 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.

Samuel Wick Director of Sales
Name and Title

May 6,2020
Date

Signature

R&M Service Solutions, LLC
Firm

7256 Westport Place Ste. A
Street address

West Palm Beach, Fl 33413
City, State, Zip

9.0 CERTIFICATION REGARDING DEBARMENT

Certification Regarding
Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions
TO BE COMPLETED BY CONTRACTOR

A. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

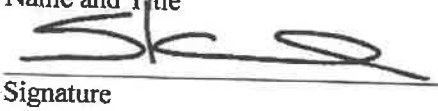
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and

4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Samuel Wick Director of Sales
Name and Title

May 6 2020
Date



Signature

R&M Service Solutions, LLC
Firm

7256 Westport Place Ste. A
Street address

West Palm Beach, Fl 33413
City, State, Zip

10.0 CERTIFICATION REGARDING DEBARMENT (SUB)

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion
TO BE COMPLETED BY ALL SUB-CONTRACTORS

A. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and

4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

N/A
Name and Title

N/A
Date

Signature

N/A
Firm

N/A
Street address

N/A
City, State, Zip

15.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s.215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: Samuel Wick

By: _____

(Authorized Signature)

Title: Director of Sales

Date: May 6 2020

ATTACHMENT A-GROUP A / GROUP B PRICE SCHEDULE
HYDRANT AND ISOLATION VALVE MAINTENANCE AND REPAIR
REVISED 5.1.2020

Please complete this price sheet in its entirety. Award will be based on the total combination of Group A and Group B.

Company Name: R&M Service Solutions

Group A - Hydrant Services Price Schedule

Item No.	Description	Annual Estimated Quantity	Unit	Unit Price	Total Offer
1	Hydrant Maintenance (Includes Scrape, Wire Brush and Paint)	1,566	EA	$ 53.00	$ 82,998.00
2	Hydrant Maintenance (without Scrape, Wire Brush and Paint)	1,566	EA	$ 43.00	$ 67,338.00
3	Replace existing typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop	2	EA	$ 5,000.00	$ 10,000.00
4	Replace existing typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	2	EA	$ 5,300.00	$ 10,600.00
5	Replace existing typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	$ 6,100.00	$ 12,200.00
6	Replace existing typical bury (48") hydrant, isolation valve and 6" x 6" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	$ 6,000.00	$ 12,000.00
7	Replace existing typical bury (48") hydrant, isolation valve and 6" x 8" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	$ 6,000.00	$ 12,000.00
8	Replace existing typical bury (48") hydrant, isolation valve and 6" x 10" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	$ 11,000.00	$ 22,000.00
9	Replace existing typical bury (48") hydrant, isolation valve and 6" x 12" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	$ 11,000.00	$ 22,000.00
10	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 6" wet tap.	2	EA	$ 6,000.00	$ 12,000.00
11	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 8" wet tap.	2	EA	$ 6,200.00	$ 12,400.00
12	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 10" wet tap.	2	EA	$ 8,000.00	$ 16,000.00
13	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 12" wet tap.	2	EA	$ 8,000.00	$ 16,000.00
14	Hydrant upper barrel repair	6	EA	$ 500.00	$ 3,000.00
15	Hydrant lower barrel repair	6	EA	$ 700.00	$ 4,200.00
16	Bonnet repair	6	EA	$ 1,350.00	$ 8,100.00
17	Line Stop 6"	2	EA	$ 3,125.00	$ 6,250.00
18	Line Stop 8"	2	EA	$ 3,750.00	$ 7,500.00

Group B - Valve Services Price Schedule

Item No.	Description	Annual Estimated Quantity	Unit	Unit Price	Total Offer
17	Valve maintenance (includes sub-foot GPS location).	1,566	EA	$ 37.00	$ 57,942.00
18	(assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	$ 3,000.00	$ 6,000.00
19	(assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	$ 3,500.00	$ 7,000.00
20	Replace existing 10" valve with resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and	2	EA	$ 4,000.00	$ 8,000.00
21	Replace existing 12" valve with resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	$ 5,100.00	$ 10,200.00
22	Replace existing 16" valve with resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	$ 12,000.00	$ 24,000.00
23	Valve Box Risers 1"	2	EA	$ 100.00	$ 200.00
24	Valve Box Risers 1-1/2"	2	EA	$ 100.00	$ 200.00
25	Valve Box Risers 2"	2	EA	$ 100.00	$ 200.00
26	Valve Box Risers 3"	2	EA	$ 100.00	$ 200.00
27	Valve Box Risers 4"	2	EA	$ 100.00	$ 200.00
28	Valve Box Risers 6"	2	EA	$ 100.00	$ 200.00
	Total Group A and B			$ 116,358.00	$ 450,928.00

Michael G. George

352-200-9631 Cell

mgeorge@rmservicesolutions.com

Qualifications

- ***Highly Skilled** in organizational management.*
- ***Proven Ability** to effectively handle multiple tasks and changing levels of responsibilities.*
- ***Quick Study** with ability to easily grasp and implement new ideas, concepts, methods, and technologies.*
- ***Energetic** and self-motivated team player/builder.*
- ***Thrive** in both independent and collaborative work environments.*

Computer Skills

- Windows
- MS Word
- MS PowerPoint
- MS Word
- MS Excel

Education/Training

Twin Lakes High School 1983
Technical Training

Professional Certifications

- FDEP Level 1 Distribution System Operator
- FWPCOA A Wastewater Collection
- FWPCOA C Storm Water C Certification
- Defensive Driving Course National Safety Council (2009)
- Project Management Procedures (2009)
- Creative Problem Solving (2009)
- Understanding Job Tracking (2009)
- Understanding Estimating (2009)
- Contracts & Change Orders (2009)
- Intermediate Work Zone Traffic Control (10)
- NUCA Excavation Safety & Competent Person Training Program (2009)
- NUCA Confined Space Entry Program
- Florida Stormwater Association Stormwater Operator- Level I

Professional Affiliations

- FSAWWA Mac Council
- FSAWWA Distribution Awards Chair Person

Professional Experience

R&M Service Solutions November 2013 - Present
Dade City, Florida 33525
Position: **Business Development Manager / Operations Manager**
Contacting new clients and providing them information on our products and services●Heavy networking ●Researching and responding to client's inquiries●Search new leads and secure business through pro-active approaches●Identifying, qualifying and capturing new business nationally●Active contribution to our growth strategy and wider business plan●Delivery of results against set objectives●Work with and respond to complex, large business Request for Proposals.

MasTec North America Inc. August 2012 - November 2013
Tampa, Florida, 33619 January 2009 - January 2012
Position: **Estimator/Supervisor**
Coordinated with department personal to assist them in establishing the project scope and standards of construction projects●Assessed scope and location of the work activity●Estimated equipment, manpower, cost of project, and materials required accomplishing each project●Made sketches or blueprints to detail work to be accomplished●Assisted in the establishment of job priority based on general guidelines●Inspected construction sites, buildings to determine work needed to maintain buildings and construction sites to code and desired standards● Interviewed, trained, motivated, assigned and evaluated work, disciplined employees according to established procedures●Performed safety meetings●Planned scheduled, selected or approved, and requested necessary equipment and related supplies.

City of Homestead January 2012 - August 2012
Homestead, Florida 33030
Position: **Operations Manager**
Supervision of skilled, semi-skilled and non-skilled personnel●Personnel functions includes landscaping maintenance, construction, repair and maintenance of public buildings, streets, street sweeping, repair of private property damaged by city equipment, alleyways, sidewalks, curbs, storm drains, swale areas, parking lots, all parks and municipality properties, care and maintenance of City equipment●Assisted in the preparation of short and long range objectives and goals●Assisted in preparation of annual budget and monitor expenditures and revenues●Work is specialized and required the coordination of the work force, materials, and equipment to accomplish tasks●Work evaluated by observation in progress and review of completed tasks.

Consolidated Pipe and Supply November 2007 - January 2009
Orlando, Florida, 32808
Position: **Outside Sales / Municipal Sales**
Responsible for outside sales, Municipal sale in Central and West coast of Florida●Providing education on products, and AWWA Standards.

o AWWA Member

Professional Experience - Continued

Municipal Waterworks November 2006 - October 2007
Orlando, Florida, 32808
Position: **Outside Sales / Municipal Sales**
Responsible for outside sales, Municipal sale in Central and West coast of Florida•Providing education on products, and AWWA Standards.

Hughes Supply / HD Supply February 2005 - November 2006
Orlando, Florida 32803
Position: **Outside Municipal Sales**
Resonsible for outside Municipal Sales in the South Florida Area•Providing product knowledge and uses for municipal applications•Sales manager over 150 accounts in the South Florida area on the East and West coast area.

Village of Wellington October 2003 - February 2005
Wellington, Florida, 33414
Position: **Utility Field Manager**
Responsible for planning and supervisory oversight of water and wastewater distribution and collections systems and meter services for the Village. Employees in this classification are responsible for effective management and supervision of maintenance crews, technical personnel and contract work. Functional areas under charge include water distribution, wastewater collections, lift stations, and meter service

City of West Palm Beach June 2002 - October 2003
West Palm Beach, Florida, 33401 1985 to 2001

Utilities Engineering Division
Position: **Utilities Construction Coordinator**
Inspects utility construction projects to ensure the project meets construction guidelines and conforms to city standards and specifications•Inspects all phases of public construction projects, including but not limited to, trenching, pipe installation, manholes, water or sewer services, fire lines and hydrants, pump stations, aerial and subaqueous crossings, air release units and structures, roadways, sidewalks, landscapes, jack, base installations, building, landscaping•Oversees work of contractors to ensure work meets contract specifications•Coordinates projects with private engineers, City engineers, City maintenance personnel, utility representatives and other government entities (County, FDOT, South Florida Water Management, etc.) •Maintains records of ongoing construction for as-built references, pay request approval and plan verification•Maked field adjustments and redesign decisions to resolve problems or conflicts and authorizes change orders regarding it•Assumed administrative control for project budgets•Attended pre-construction meetings with City design engineers to review plans for utility projects•Conducts tests of water and sanitary sewer systems to determine acceptability and compliance with design specifications•Conducts final walk-through of construction projects•Responded to questions, concerns and complaints regarding utility construction projects•Reviewed and comments on design plans and specifications prior to bid.

Utilities Distribution and Collection July 1999 - January 2001
Position: **Utilities Maintenance Superintendent**
Interviews, trains, motivate, assigns and evaluates work, and disciplines employees according to established City procedures. Conducts performance appraisals•Support and actively promote the City's safety programs•Oversees and directs daily activities of a Division, such as specialized electrical services and street lighting, cleaning, maintaining and repair of streets and right-of-ways, repair and maintenance of water distribution, sanitary collection or storm water systems, lift station, and centralized maintenance•Develops, recommends and implements the budgets for the Division•Plans, schedules, select or approve, and requisitions necessary equipment and related supplies•Receives, investigates, and responds to citizen questions and complaints•Inspects completed work to ensure proper work performance.

Position: **Infrastructure Operations Coordinator, Field Ops.** December 1997 - July 1999
Interviews, trains, motivate, assigns and evaluates work, and disciplines employees according to established City procedures. Conducts performance appraisals•Supports and actively promotes the City's safety programs•Plans, organizes, directs and controls infrastructure operations•Develops and recommends tactical, strategic plans and policies for assigned areas and

coordinates efforts with other City staff and outside entities•Develop and monitor operational and capital budgets• Negotiates, awards, and oversees and inspects contract work•Reviews requests for adjustments or changes to Union contracts and negotiates with the Union•Met with neighborhood and community groups to answer questions and address issues• Investigates and responds or coordinates response to citizen questions and complaints; collaborates with the Mayor's Response Team in resolving issues.

Position: **Utilities Maintenance Supervisor** April 1985 - December 1997

Delegated and supervised work crews in construction and maintenance of the water distribution and sanitary sewer collection system•Operated machinery and automotive equipment, arrange and supervised the movement of tools, equipment, and crews•Maintained work records of assignments, make detailed sketches and prepare progress reports and time/cost accounting reports•Planned construction activities from blue prints and sketches•Communicate plans and work activities, with consumers and contractors regarding planned and on-going projects.

J & M Utilities Service February 2001 - June 2002
West Palm Beach
Position: **Owner and Operator**

Distributor of sewer equipment and chemicals•Contractor repair of sewer lift stations and force mains.

State of Florida
Department of Environmental Protection
OPERATOR CERTIFICATION PROGRAM
2600 BLAIR STONE ROAD, M.S. 3506
TALLAHASSEE, FLORIDA 32399-2400
(850)245-7500

MICHAEL G. GEORGE

10482 DUNKIRK ROAD
SPRING HILL, FL 34608

State of Florida
Department of Environmental Protection

LICENSE NO.: 0018509 DATE ISSUED: 4/25/2019
CLASS 1 DISTRIBUTION SYSTEM OPERATOR
MICHAEL G. GEORGE
IS LICENSED UNDER PROVISIONS OF CHAPTER 403, FLORIDA STATUTES
VALID UNTIL: 4/30/2021

State of Florida
Department of Environmental Protection

ISSUED: 4/25/2019

LICENSE NO.: 0018509

THE CLASS 1 DISTRIBUTION SYSTEM OPERATOR NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 4/30/2021

MICHAEL G. GEORGE

RON DESANTIS
GOVERNOR

NOAH VALENSTEIN
SECRETARY

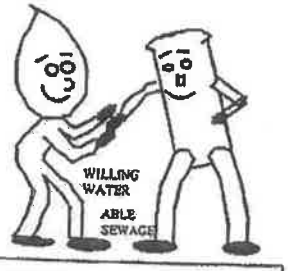
DISPLAY IS REQUIRED BY LAW

Florida Water & Pollution Control Operators Association

Voluntary Certification Program
hereby certifies that

Michael George

has met the requirements for certification
as
Class A
Wastewater Collection Technician



FW&PCOA

Certificate Number 465

Theodore Kamm

President, FW&PCOA

Date issued August 13, 1999

K N Kotarek

Chairman, Voluntary Certification Board

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RAKOCZY, JOHN ROBERT

R&M SERVICE SOLUTIONS, LLC
39015 CR 54
ZEPHYRHILLS FL 33540

LICENSE NUMBER: CUC1225260

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

14.0 PROOF OF EXEMPTION

BUSINESS SERVICES REVENUE DIVISION
123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602
PHONE: 386-736-5938 • FAX: 386-822-5729
www.volusia.org/revenue

I certify that the business known as (*business name*) N/A,
providing Hydrant and Valve Maintenance services, which is located at (*street address*) N/A
_____, (*city*)_____, falls under the business tax exemption described in:

- ☐ Florida Statute 205.054
- ☐ Florida Statute 205.055
- ☐ Florida Statute 205.063
- ☐ Florida Statute 205.064
- ☐ Florida Statute 205.065
- ☐ Florida Statute 205.066
- ☐ Florida Statute 205.067
- ☐ Florida Statute 205.162
- ☐ Florida Statute 205.191
- ☐ Florida Statute 205.192
- ☐ Florida Statute 205.193
- ☐ Florida Statute 205.196

_____ N/A
(Authorized Signature) *(Printed Name)*

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of_____, 20_____, by _____, who is/are personally known to me or who has/have produced_____as identification.

_____
NOTARY PUBLIC – STATE OF _____
Type or print name:

_____
Commission No.: _____
Commission Expires: _____

(Seal)

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

_____
Revenue Director/Designee
Not valid without signature

16.0 HOLD HARMLESS AGREEMENT

I, N/A, (*print owner's name*), am the owner of N/A (*print company name*), an incorporated / unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On May 6, 2020, the County of Volusia and I or [the above-named business] entered into a contract for Hydrant and Isolation Valve and Repair *(please insert name of contract)*, (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection

with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner:	N/A	*(print name)*		*(signature)*
Employee 1:	N/A	*(print name)*		*(signature)*
Employee 2:	N/A	*(print name)*		*(signature)*
Employee 3:	N/A	*(print name)*		*(signature)*

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, who is/are personally known to me or who has/have produced _____ as identification.

_____

NOTARY PUBLIC – STATE OF

_____

Type or print name:

_____

Commission No.: _____

(Seal)

Commission Expires: _____

ACORD

R&MSERV-01 EDENL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Janeth Borno PHONE (A/C, No, Ext): (561) 721-3745 FAX (A/C, No): E-MAIL ADDRESS: Janeth.Borno@ioausa.com
INSURED R&M Service Solutions, LLC R&M Service Solutions, Inc. 7256 Wesport Place, Suite A West Palm Beach, FL 33413	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty Company — 20443 INSURER B : National Union Fire Insurance Company of Pittsburg PA — 19445 INSURER C : Valley Forge Insurance Company — 20508 INSURER D : Travelers Property Casualty Company of America — 25674 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	X		6042667780	7/21/2020	7/21/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EmployeeBenefit	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		6081140945	7/21/2020	7/21/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) FL-PIP	$ 1,000,000 $ $ $ $ 10,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $ 0			BE013187986	7/21/2020	7/21/2021	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		642667794	9/4/2019	9/4/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Equipment Floater			QT6605N313831-TIL-20	7/21/2020	7/21/2021	Leased/Rented-Item	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Eff: 7/21/20 to 7/21/21 Employment Practices Liability: Carrier - Travelers Casualty & Surety, Policy # 107290404, Limits: $1,000,000 - Third Party Claim Limit: $1,000,000 - Retention: $0

Certificate holder is Additional Insured with respect to General Liability when required by written contract per form #CNA75079XX, and Additional Insured with respect to Auto Liability per form #CNA63359XX

CERTIFICATE HOLDER

Town of Davie, Florida
6591 Orange Drive
Davie, FL 33314

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

Item Number: 14.

To:	Mayor and Councilmembers
From:	Renuka Mohammed, Utilities
Prepared By:	Heidi G. Klemm, Utilities - Utilities
Subject:	Resolution
Affected District:	Town Wide
Item Request:	Schedule for Council Meeting
Title of Agenda Item:	**CONTRACT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE CONTRACT AWARDED THROUGH A BID BY VOLUSIA COUNTY, FLORIDA, FOR FIRE HYDRANT AND VALVE MAINTENANCE AND REPAIR SERVICES (#20-B-20LL); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Executive Summary:	The Utilities Department is requesting Town Council approval to utilize a contract for fire hydrant and valve maintenance and repair services.
Key Points:	• Volusia County awarded a contract for fire hydrant and valve maintenance and repair services to R&M Service Solutions, Inc. through a competitive bid. • Utilizing this contract will allow the Town better pricing based on larger quantities in the original bid. • This contract is in effect through June 15, 2023. • There are two (2) additional one (1) year renewal options available. • Contract renewals will be handled administratively.
Previous Actions:	N/A
Concurrences:	The Utilities Department and Purchasing Division have reviewed and approved this contract.

Fiscal Impact:

Has request been budgeted?	Yes
If yes expected cost:	Dependent on usage and within established budget
Account name and number:	Various Utilities Department accounts
If no, amount needed**:**	
Account name funds will be appropriated from	
Additional Comments	Available budgeted funding must be identified prior to going forward with any purchase or expense.

Recommendation: Motion to approve

Strategic Goals This Item Supports:
Commitment to Customer Satisfaction, Dedication to Excellence in Service Delivery, Nurturing the health, safety, and welfare of the community

ATTACHMENTS:

File Name	Description
R2020_-_PIGGYBACK_HYDRANT_AND_VALVE_MAINT___REPAIR.docx	Resolution
Piggyback_Agreement-Valve_Maint.pdf	Piggyback Agreement
PAF_Signed.pdf	PAF
Backup.pdf	Backup Documents

ADDENDUM TO BID DOCUMENTS

SOLICITATION ITB No. RS-23-69 Fire Hydrant Maintenance

ADDENDUM No. 2 **BID DUE DATE** 2:00 PM EST ON 08/30/2023 **TODAY'S DATE** 8/16/2023

To All Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

Form Update

- **The Affidavit of Compliance with Foreign Entity Laws form has been added to Section 6.0 "Required Forms". Bidders shall complete this form and include it in the final response to this solicitation. This form is made available with this addendum.**

Reviewed by:

Brian K. O'Connor

Digitally signed by Brian K. O'Connor
Date: 2023.08.16 14:49:18 -04'00'

Procurement Manager
Procurement Division

Acknowledged by:

Contractor

Authorized Representative (*Printed*)

Title

Signature

Date

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

ADDENDUM TO BID DOCUMENTS

SOLICITATION ITB No. RS-23-69 Fire Hydrant Maintenance

ADDENDUM No. 3 **BID DUE DATE** 2:00 PM EST ON 09/06/2023 **TODAY'S DATE** 8/22/2023

To All Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

Important Clarifications:

1. **Bid Due Date is hereby extended to 2:00 pm EST on Wednesday, September 06, 2023.**
2. **Responses to RFIs will be provided in subsequent addenda.**

Reviewed by:

Brian K. O'Connor

Digitally signed by Brian K. O'Connor
Date: 2023.08.22 15:03:56 -04'00'

Procurement Manager
Procurement Division

Acknowledged by:

Contractor

Authorized Representative (*Printed*)

Title

Signature

Date

ADDENDUM TO BID DOCUMENTS

SOLICITATION ITB No. RS-23-69 Fire Hydrant Maintenance

ADDENDUM No. 4 **BID DUE DATE** 2:00 PM EST ON 09/06/2023 **TODAY'S DATE** 8/24/2023

To All Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

Page Replacement:

Page 45, Section 5.0 "Bid Form" is hereby replaced as page 45(a), made available within this addendum. Bidders shall use page 45(a) in their bid packages!!!

RFIs

Q.1: **In scope of work, you are requiring M-17 ISO hydrant Maintenance, will this be a Dual Hydrant test, or a single hydrant test?**

A.1: **Annually, all hydrants will undergo a single hydrant inspection as noted by M-17, and parameters as defined in Exhibit A of the bid documents.**

Q.2: **ISO Requires a Dual test for each hydrant?**

A.2: **Annually, specific fire hydrants will be selected based on the Hydraulic Model to undergo dual hydrant testing and will be coordinated with Utilities, Fire and the contractor. A line item will be added for dual hydrant testing.**

Q.3: **Is the Town of Davie going to add a line item for Raised Pavement Marker and do you have an estimated quantity that may need to be replaced?**

A.3: **The contractor shall provide the raised pavement marker as specified in the bid. A line Item and estimate quantity will be added to the bid.**

Q.4: **Is the Town of Davie going to add a line item for tagging hydrants and do you have an estimated quantity that may need to be replaced?**

A.4: **All hydrants that are either missing a tag, or have a tag with only the old LegacyID, shall be re-tagged with the current FacilityID, which is visible in the mobile app. A line item will be added on the bid.**

Q.5: Will there be a separate line item for Valve exercising?

A.5: Only the valves to operate the hydrant will be exercised. No additional line item will be added for valve exercising.

Q.6: If hydrant Valve is over 80-foot pounds of torque, will there be for extra line item for extra operation needed?

A.6: Under normal operations, a hydrant should not require more than 80-foot pounds of torque. If this occurs, the contractor will have to notify Utilities to determine if there is an underlying issue with the hydrant.

Q.7: Will this have to go in front of the commission for approval, before a NTP and PO are issued, timeline is very tight?

A.7: The bid will have to be awarded and approved by Town Council. A PO and NTP will be issued thereafter. The process may take between 30 - 45 days.

As a result, the Town will adjust the first 50% of hydrant testing deliverable to March 30, 2024 (first phase to commence January 2nd, 2024 and end March 30th, 2024), and the second 50% hydrant testing deliverable to Dec 30th, 2024 (second phase to commence October 1st, 2024 and end December 30, 2024).

Q.8: Is this a joint partnership with your operations, and Fire? And how long is the approval process?

A.8: The bid and consequent testing is a coordinated effort with Utilities and Fire. See Q7.

Q.9: How many hydrants will the Town allow to be flushed simultaneously as this will affect the pressure test results and water pressure in the community?

A.9: No more than one hydrant within the same geographic location. No more than two hydrants are allowed to be opened simultaneously within the service area.

Q.10: On page 43, Section 4.6 Item 15 of the bid specifies the hydrant ID tag must be replaced if the tag is missing or defective. Will the Town be providing these tags as each has a unique number given by the Town?

A.10: The contractor shall provide the tags as specified in the bid. All hydrants that are either missing a tag, or have a tag with only the old LegacyID, shall be re-tagged with the current FacilityID, which is visible in the mobile app. A line item will be added for tags.

Q.11: On page 43, Section 4.6 Item 16 of the bid: Will the Town be providing the Reflective Pavement Markers for the contractor to install?

A.11: The contractor shall provide the reflective pavement markers as specified in the bid. A line item shall be added accordingly.

Q.12: What is the total amount of hydrants in the scope of work?

A.12: The Town has a total of approximately 1600 hydrants.

Q.13: The Town is specifically requesting at least 50% of the hydrant maintenance be performed prior to September 30, 2023. Given the time frame from bid due date of August 30, 2023, is this date correct?

A.13: See Q7 / A7 - the Town will adjust the first 50% of hydrant testing deliverable from to March 30, 2024 (first phase to commence January 2nd, 2024 and end March 30th, 2024), and the second 50% hydrant testing deliverable to Dec 30th, 2024 (second phase to commence October 1st, 2024 and end December 30, 2024).

Q.14: May we get clarification for page 41 item 4 "Create a service call or job order ticket".

A.14: Once the PO and NTP is issued, a Pre-Con meeting will be held so the contractor can supply the Town with the items specified in Section4.5 (4). The information will be used for contract and performance verification.

Q.15: On page 42 item 14, scrape, wire brush, or sand blast is part of the procedure. Can the sand blast terminology be removed as this would have to be priced as a potential for every hydrant?

A.15: The specifications call for either scrape or sandblast. The only will remove the "sandblast" requirement and leave only "scrape" requirement. See Line item 1. Hydrant Maintenance (Includes Scrape, Wire Brush and Paint).

Q.16: On page 43 items 15 and 16 request replacing of missing or defective tags and markers. Will this be inclusive on all hydrants, or can a separate line item be added to the bid?

A.16: The contractor shall provide the tags as specified in the bid. All hydrants that are either missing a tag, or have a tag with only the old LegacyID, shall be re-tagged with the current FacilityID, which is visible in the mobile app. A line item will be added for tags.

The contractor shall provide the reflective pavement markers as specified in the bid. A line item shall be added accordingly.

Q.17: On page 43 line 20 bullet c. Is this for a single hydrant flow test?

A.17: Single hydrant flow test.

Q.18: On page 34 line 7, will the cyber liability insurance be applicable to this contract?

A.18: Cyber liability insurance is not applicable to this contract.

SECTION 5.0 UPDATED BID FORM (Addendum No. 4)

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED TOTAL
1.	Hydrant Maintenance (Includes Scrape, Wire Brush and Paint)	EACH	800	$	$
2.	Hydrant Maintenance (without Scrape, Wire Brush and Paint)	EACH	800	$	$
3.	Dual Hydrant Fire Flow Test	EACH	10	$	$
4.	Hydrant Raised Pavement Marker	EACH	400	$	$
5.	Hydrant ID tag	EACH	400	$	$
				TOTAL BID AMOUNT	$

TOTAL BID AMOUNT WRITTEN IN WORDS

_____

Notes:

1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
2. Alternate bids will not be considered unless authorized in the ITB document.

IMPORTANT: This signed bid form shall be considered an offer on the part of the bidder. Failure to sign this form is grounds for immediate disqualification. By signing this document, you are affirming that you have read and understood the terms, conditions, and information included within this solicitation. That all the information provided above is true and accurate. That the business associated with this solicitation has not been debarred, convicted of a public entity crime, and does not have a conflict of interest in any manner as described herein. That you have the proper authority to sign this document and the ability to bind this business entity to the terms and conditions herein.

Vendor Name:
Authorized Signature:
Print Name:
Title:

Bidder agrees to accept the VISA Procurement card for payment.
Circle one: YES OR NO

END OF UPDATED BID FORM

Reviewed by:

Brian K. O'Connor

Digitally signed by Brian K. O'Connor
Date: 2023.08.24 15:24:00 -04'00'

Procurement Manager
Procurement Division

Acknowledged by:

_____
Contractor

_____
Authorized Representative (*Printed*)

_____
Title

_____
Signature

_____
Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/15/2024 10/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** The Travelers Indemnity Company of Connecticut 25682
INSURED 1514812 HYDROMAX USA LLC 3700 Riverwalk Drive, Suite 145 Flower Mound TX 75028	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 19955216 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			NOT APPLICABLE			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	N	810-158D2430-23-26	2/15/2023	2/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE [ ]	$ XXXXXXX $ XXXXXXX $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ XXXXXXX $ XXXXXXX $ XXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract # title (ITB-RS-23-69 Fire Hydrant Maintenance). Town of Davie is included as additional insured if required by written contract with respect to Automobile Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER

19955216
Town of Davie
8800 SW Street
Davie FL 33328

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Town of Davie

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **19955216.**

- Email: Chicagoedelivery@lockton.com
- Phone: 866-297-8023

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In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
500 W. Monroe Street, Suite 3400
Chicago, IL 60661

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/15/2024 10/9/2023

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PRODUCER LOCKTON COMPANIES 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : The Travelers Indemnity Company of America — 25666
INSURED 1514813 HYDROMAX USA LLC 3700 Riverwalk Drive, Suite 145 Flower Mound TX 75028	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 19955150 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	N	DT-CO-158D2429-TIA-23	2/15/2023	2/15/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Deductible: $2,500						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		NOT APPLICABLE			PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract # title (ITB-RS-23-69 Fire Hydrant Maintenance). Town of Davie is included as additional insured if required by written contract with respect to General Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER

19955150
Town of Davie
8800 SW Street
Davie FL 33328

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Town of Davie

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- Phone: 866-297-8023

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Lockton Companies

Lockton Companies
500 W. Monroe Street, Suite 3400
Chicago, IL 60661

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/15/2024 | 10/9/2023

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PRODUCER LOCKTON COMPANIES 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1514814 HYDROMAX USA LLC 3700 Riverwalk Drive, Suite 145 Flower Mound TX 75028	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Travelers Indemnity Company of America — 25666 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 19955225 **REVISION NUMBER:** XXXXXXX

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	[ ] ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
	[ ] [ ]							$ XXXXXXX
	[ ] UMBRELLA LIAB [ ] OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	[ ] DED [ ] RETENTION $							$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N	UB-4W129884-23-26-G	2/15/2023	2/15/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract # title (ITB-RS-23-69 Fire Hydrant Maintenance).

CERTIFICATE HOLDER

19955225
Town of Davie
8800 SW Street
Davie FL 33328

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Town of Davie

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- Phone: 866-297-8023

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Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
500 W. Monroe Street, Suite 3400
Chicago, IL 60661

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by FEI/EIN Number

Foreign Limited Liability Company
HYDROMAX USA LLC

Filing Information

Document Number	M10000004668
FEI/EIN Number	20-0602448
Date Filed	10/20/2010
State	IN
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	04/11/2023
Event Effective Date	10/04/2017

Principal Address

3700 RIVER WALK DR STE 145
FLOWER MOUND, TX 75028

Changed: 04/11/2023

Mailing Address

3700 River Walk Dr, Suite 145
Flower Mound, TX 75028

Changed: 02/25/2023

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title Member

Farmer, Michael
3700 River Walk Dr, Suite 145
Flower Mound, TX 75028

Title Member

Jensen, Chris
3700 River Walk Dr, Suite 145
Flower Mound, TX 75028

Annual Reports

Report Year	Filed Date
2021	04/19/2021
2022	04/19/2022
2023	02/25/2023

Document Images

04/11/2023 -- CORLCRACHG	View image in PDF format
02/25/2023 -- ANNUAL REPORT	View image in PDF format
04/19/2022 -- ANNUAL REPORT	View image in PDF format
04/19/2021 -- ANNUAL REPORT	View image in PDF format
02/07/2020 -- ANNUAL REPORT	View image in PDF format
04/30/2019 -- ANNUAL REPORT	View image in PDF format
04/12/2018 -- ANNUAL REPORT	View image in PDF format
10/04/2017 -- REINSTATEMENT	View image in PDF format
04/14/2016 -- ANNUAL REPORT	View image in PDF format
04/30/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
02/23/2015 -- Reinstatement	View image in PDF format
10/20/2010 -- Foreign Limited	View image in PDF format

Detail by FEI/EIN Number

Florida Limited Liability Company
R&M SERVICE SOLUTIONS, LLC

Filing Information

Document Number	L09000114038
FEI/EIN Number	27-1422665
Date Filed	11/30/2009
Effective Date	11/30/2009
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	02/17/2020
Event Effective Date	NONE

Principal Address

7256 WESTPORT PLACE, SUITE A
WEST PALM BEACH, FL 33413

Changed: 08/04/2015

Mailing Address

7256 WESTPORT PLACE, SUITE A
WEST PALM BEACH, FL 33413

Changed: 08/04/2015

Registered Agent Name & Address

CORPORATE CREATIONS NETWORK INC.
801 US HWY 1
NORTH PALM BEACH, FL 33408

Name Changed: 02/17/2020

Address Changed: 02/17/2020

Authorized Person(s) Detail

Name & Address

Title Managing Member

RAKOCZY, JOHN R
7256 WESTPORT PLACE, SUITE A
WEST PALM BEACH, FL 33413

Title Member

Rakoczy, Corey
7256 WESTPORT PLACE, SUITE A
WEST PALM BEACH, FL 33413

Title Member

George, Michael
7256 WESTPORT PLACE, SUITE A
WEST PALM BEACH, FL 33413

Title Member

Benedetto, Thomas
7256 WESTPORT PLACE, SUITE A
WEST PALM BEACH, FL 33413

Annual Reports

Report Year	Filed Date
2021	03/29/2021
2022	03/14/2022
2023	03/31/2023

Document Images

03/31/2023 -- ANNUAL REPORT	View image in PDF format
03/14/2022 -- ANNUAL REPORT	View image in PDF format
03/29/2021 -- ANNUAL REPORT	View image in PDF format
02/17/2020 -- CORLCRACHG	View image in PDF format
01/21/2020 -- ANNUAL REPORT	View image in PDF format
01/24/2019 -- ANNUAL REPORT	View image in PDF format
01/24/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
02/09/2017 -- ANNUAL REPORT	View image in PDF format
02/04/2016 -- ANNUAL REPORT	View image in PDF format
10/08/2015 -- LC Amendment	View image in PDF format
08/04/2015 -- LC Amendment	View image in PDF format
03/13/2015 -- ANNUAL REPORT	View image in PDF format
10/01/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
08/18/2014 -- LC Amendment	View image in PDF format
08/13/2014 -- LC Amendment	View image in PDF format
04/25/2014 -- ANNUAL REPORT	View image in PDF format
02/21/2013 -- ANNUAL REPORT	View image in PDF format
06/04/2012 -- ANNUAL REPORT	View image in PDF format

03/10/2012 -- ANNUAL REPORT	View image in PDF format
01/27/2011 -- ANNUAL REPORT	View image in PDF format
03/25/2010 -- ANNUAL REPORT	View image in PDF format
11/30/2009 -- Florida Limited Liability	View image in PDF format

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

Item Number: 23.

To:	Mayor and Councilmembers
From:	Renuka Mohammed - Utilities Director
Prepared By:	Nicole Fernandez Prada - Secretary Confidential - Utilities
Subject:	Resolution
Affected District:	Town Wide
Item Request:	Schedule for Council Meeting
Title of Agenda Item:	**BID SELECTION** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE BID ITB #RS-23-69 FOR FIRE HYDRANT AND VALVE MAINTENANCE AND REPAIR SERVICES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Executive Summary:	The Utilities Department is in need of fire hydrant and valve maintenance and repair services to keep compliant with Florida Department of Environmental Agency (FDEP) and International Organization of Standards (ISO) requirements. The Town received three (3) bids. It is staff recommendation to awarded two (2) vendors, Hydromax USA as the primary vendor, and R&M Solutions as the secondary vendor.
Key Points:	• The Town of Davie acted as the lead agency for this bid. • The Town will benefit by receiving discounted rates for these vendors. • The effective date of contract is upon Town Council approval on December 6, 2023. • The initial contract period is for three (3) years from the date of the execution of the agreement with an additional two (2) one-year renewal options available. • Agreement amendments and renewals will be handled administratively.
Previous Actions:	
Concurrences:	The Utilities Department Manager, Procurement Department and Town Attorney have reviewed and approved the use of this contract.

Fiscal Impact:

Has request been budgeted?	Yes
If yes expected cost:	Dependent on usage and within established budget
Account name and number:	
If no, amount needed:	
Account name funds will be appropriated from	
Additional Comments	Available budgeted funding must be identified prior to going forward with any purchase or expense.

Recommendation: Motion to approve

Strategic Goals This Item Supports:
Commitment to Customer Satisfaction, Dedication to Excellence in Service Delivery, Nurturing the health, safety, and welfare of the community

ATTACHMENTS:

File Name	Description
Bid_Award_Resolution_Template_2024_-_Fire_Hydrants.docx	Fire Hydrants - Resolution
1-PAF-_Fire_Hydrant_Maintenance.pdf	Fire Hydrants - PAF
2-Ad_Affidavit.pdf	Fire Hydrants - Ad Affidavit
3-Bid_Opening_Report.pdf	Fire Hydrants - Bid Opening Report
4-Tabulation.pdf	Fire Hydrants - Tabulation
5-Hydromax_USA_Bid_Response.pdf	Fire Hydrants - Hydromax USA Bid Response
6-R_and_M_Service_Solutions_Bid_Response.pdf	Fire Hydrants - R&M Service Solutions Bid Response
7-ITB-RS-23-69_Solicitation_w_addendum.pdf	Fire Hydrants - ITB-RS-23-69 Solicitation with Addendum
8-HydroMax_USA_COI.pdf	Fire Hydrants - HydroMax COI

Board of Commissioners

Memorandum

Date: December 17, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Janina Lewis, Procurement Services Director
Subject: Increase File No. 250029-N-JL, Single Source Purchase of Rental of Twenty (20) By-Pass Pumps **(Tom Funcheon Public Works Director, Michael Vecchione Fleet Manager, Janina Lewis Procurement Director)**

Recommendation

Increase File No. 250029-N-JL, Single Source Purchase of Rental of Twenty (20) By-Pass Pumps with Mersino Dewatering, LLC., from the amount of $105,080, to $110,300, an increase of $5,220, for the Public Services Department, Utilities Maintenance Division.

Background

On October 15, 2024, the Board ratified the use of the agreement for Hurricane staging. On October 6, 2024, the Public Services department notified Procurement Services that they were in need of twenty by-pass pumps to be on standby during Hurricane Milton. The City was able to call around and locate twenty by-pass pumps all available from the same vendor that could be delivered and staged by Wednesday, October 9, 2024.

The purpose of this increase is to finalize the invoice payment. The lease listed the base rental total at $105,080, however the entire total was not added to include the delivery and pickup after the storms. That amount came to $5,220 (see attached).

Funding

402-4604-536-4400-Water/Sewer/ Project No. SD0031

Strategic Plan Objective

N/A

City of Tarpon Springs, Florida

Public Works Dept.
325 E. Pine Street
Tarpon Springs, FL 34689
(727) 942-5606

To: Janina Lewis, Procurement Services Director

Through: Tom Funcheon, Public Works Director

From: Michael Vecchione, Fleet Manager

Date: December 3, 2024

Re: Increase Purchase order (PO) 250011

Recommendation:

Increase PO 250011, from $105,080.00, to $110,300.00.

Background:

Increase PO 250011 to cover unexpected shipping costs. This PO was originally created to obtain rental pumps needed Hurricane Milton

Funding will come from402-4604-536.44-00, utilizing account SD00031

CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director

DATE: 10/15/2024

SUBJECT: Ratify Single Source Purchase File No. 250029-N-JL, Rental of Twenty (20) By-Pass Pumps

RECOMMENDATION:

Ratify Single Source Purchase File No. 250029-N-JL, Rental of twenty (20) By-Pumps with Mersino Dewatering, LLC., for the amount of $105,080, for the Public Services Department, Utilities Maintenance Division

BACKGROUND:

On October 6, 2024, the Public Services department notified Procurement Services that they were in need of twenty by-pass pumps to be on standby during Hurricane Milton. The City was able to call around and locate twenty by-pass pumps all available from the same vendor that could be delivered and staged by Wednesday, October 9, 2024 (see attached).

FUNDING: 402-4604-536-4400-Water/Sewer/ Project No. SD0031

Accepted by: _____ Attest: _____

City Manager City Clerk

MERSINO | GLOBAL PUMP
A MERSINO COMPANY

Invoicing Address:
City of Tarpon Springs
325 E Pine Street
Tarpon Springs FL 34688
+1 727-916-2658

Shipping Address:
City of Tarpon Springs, 58939 - Project Address
301 Pine Street
Tarpon Springs FL 34689
United States

City of Tarpon Springs
325 E Pine Street
Tarpon Springs FL 34688

Project # 58939

Quotation # S10718

Quotation Date:
10/06/2024

Expiration:
11/05/2024

Salesperson:
Katherine Keene

PROJECT DESCRIPTION

Pump rental for Hurricane Milton. Customer is looking to rent 20 4" GST pumps for around the City of Tarpon Springs.

Pricing

Description	Quantity	Unit Price	Amount
DELIVERY OF 20 PUMPS	3.00 Units	$ 870.00	$ 2,610.00
PICK UP OF 20 PUMPS	3.00 Units	$ 870.00	$ 2,610.00
		Total	$ 5,220.00

Rental Pricing

Quantity	Name	Unit Price	Period	Shift	Subtotal
20.0	4" GLOBAL STANDARD TRASH PUMP	$ 4,730.00	Month	Continuous	$ 4,730.00
20.0	4" X 20' CAM SUCT HOSE	$ 230.00	Month		$ 4,600.00
40.0	4" X 50' QD LAYFLAT HOSE	$ 147.00	Month		$ 5,880.00
			Total per period		$ 105,080.00

TERMS & CONDITIONS

Unless stated otherwise: Quotations are only valid for 30 days; pricing does not include any applicable taxes or fees; rental time frame is based upon three days equaling one week and three weeks equaling one (28-day) month; prices presented are in USD; and any quantities mentioned in the pricing schedule are only estimated and will be billed per the actual quantities provided. Payment terms are net 30.

By agreeing to this quotation, you agree and accept the full terms and conditions located at https://apps.mersino.com/terms/Rental-Gen-T-and-C.pdf

Authorized Signature and Title	Date
Printed Name	

Memo for File

Date: October 7, 2024

Subject: Justification for other than full and open competition use of Single Source Procurement, for File No. 250029-N-JL, By-Pass Pump Rentals, with Mersino Watering LLC, for City of Tarpon Springs, Florida, Utilities Maintenance Division

1. **Background.** The purpose of this memorandum is to determine and specify in writing the justification for use of single source procurement for the subject File No. 250029-N-JL, By-Pass Pump Rentals, for the period of one month, at an estimated cost of $105,080, with Mersino Watering LLC, for City of Tarpon Springs, Florida, Utilities Maintenance Division.

1) The City recently experienced Hurricane Helene. During the post storm evaluation, it was noted that there could be potential deficiencies in Wastewater Treatment which involves the City's Lift stations/pump stations, in the event of another tidal surge. The City was then notified a second storm watch/warning was issued for the Tampa Bay area, Tropical Storm Milton, which became Hurricane Milton as of October 6, 2024. The City's Lift stations are specifically designed for the pumping of waste or sewage material to a higher elevation versus the Pump Station, which is designed to raise water, not sewage, to a higher elevation. During Hurricane Helene, many of the Lift stations experienced power outages and damage to control panels, rendering the stations inoperable for periods at a time. The City made the determination to rent an additional 20 by-pass pumps at an estimated monthly fee of $105,080. By renting the additional by-pass pumps and staging them in a high ground area during the storm, once the significant emergency passes the by-pass pumps can be distributed to Lift stations as needed.

2) An identification of the statutory authority permitting other than full and open competition. The City's Administrative Code, Procurement Guidelines, paragraph, 3.6, 3.10, Emergency Procurements, and the City Manager's Emergency Declaration dated, October 1, 2024, approved by the Board of Commissioners on October 1, 2024.

3) A demonstration that the proposed contractor's unique qualifications or the nature of the acquisition requires use of the authority cited. Mersino Dewatering LLC., has worked on City projects before, ITB No. 210078-B-JJ, Seabreeze Sanitary Sewer Project, as a subcontractor for the dewatering. They have the capacity and the equipment to provide to the City. They have performed satisfactorily in the past and have no exceptions in sam.gov. They have been found responsible.

4) The City's Fleet manager contacted several companies for the equipment and found that Mersino Dewatering, was able to provide all 20 by-pass pumps by the date needed, and provide the available hoses and parts needed for operation.

5) In the previous Hurricane, Helene, the cost of renting just two by-pumps for one month was $27,000. In this scenario the City is renting 20 by-pass pumps for $105,080/month which equates to $5,254 each. On the market the pumps of similar size and nature average cost is $2,000 and would have to be ordered and delivered in a matter of days. With the storm implications the City can't hesitate to have the readily available pumps on hand.

6) This item was not noticed on the City's procurement website due to the emergency nature of the procurement timeline.

7) In the future, a contract will be solicited to have on call this type of emergency equipment for just such a need.

8) I certify that that the justification is accurate and complete to the best of my knowledge and belief.

Determination

A delay in contract award would cause seriously injury to the life, health or safety of the residents in the aftermath of Hurricane Milton. The anticipated cost of the contract is considered fair and reasonable and the determination that the use of a sole-source contract is in the best interest of the City of Tarpon Springs.

Janina Lewis

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

10/07/2024

Board of Commissioners

Memorandum

Date: December 17, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Janina Lewis, Procurement Services Director
Subject: Renew File No. 220001-Q-JL, Maintenance of Public Restrooms at the Sponge Exchange **(Tom Funcheon Public Works Director, Janina Lewis Procurement Director)**

Recommendation

Renew File No. 220001-Q-JL, Maintenance of Public Restrooms at the Sponge Exchange, with N & Y Properties, LLC, for the period December 2, 2024, through December 1, 2025, in an annual not to exceed amount of $7,500.00.

Background

On December 1, 2021, the Board awarded the agreement with N & Y Properties, LLC. On January 10, 2023, the Board approved a conditional agreement through March 31, 2023. On March 14, 2023, the Board approved a conditional agreement through June 30, 2023. On June 13, 2023, the Board approved a conditional agreement. On July 11, 2023, the Board approved the final six months of the annual agreement. On November 11, 2023, the Board approved the final maintenance agreement period for FY24.

The purpose of this agreement is to provide for the upkeep, maintenance and other associated costs of the restrooms. The original award stipulated that any renewal or extension of the agreement for an additional twelve-month period must be approved by the Board of Commissioners. The restroom is stocked and kept clean by the current company. Attached is the current state of the restroom facilities located at the Sponge Exchange.

Funding

001-8802-519.4600 Non-Departmental General Fund

Strategic Plan Objective

Goal D.3: A vibrant, life-long community where people can meet all daily needs of living and comfortably “age in place”Goal

City of Tarpon Springs

PUBLIC WORKS DEPARTMENT
324 EAST PINE STREET
POST OFFICE BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 938-3711

MEMORANDUM:

TO: Janina Lewis, Procurement Services Department

THROUGH: Tom Funcheon, Public Works Director

DATE: December 1, 2024

SUBJECT: Maintenance Renewal of the Public Restrooms at the Sponge Exchange

Recommend:
Request the Renewal of the Public Restrooms at the Sponge Exchange with N&Y Properties, LLC, for the period December 2, 2024, through December 1, 2025, in an annual amount not to exceed the amount of $7500.00.

Background:
The purpose of this agreement is to provide for the upkeep, maintenance and other associated costs of the restrooms.

Funding: 001-8802-519.4600 Non-Departmental General Fund

CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director

DATE: 11/07/2023

SUBJECT: Renew File No. 220001-Q-JL, Maintenance of Public Restrooms at the Sponge Exchange

RECOMMENDATION:

Renew File No. 220001-Q-JL, Maintenance of Public Restrooms at the Sponge Exchange, with N & Y Properties, LLC, for the period December 2, 2023, through December 1, 2024, in an annual not to exceed amount of $7,500.00.

BACKGROUND:

On December 1, 2021, the Board awarded the agreement with N & Y Properties, LLC. On January 10, 2023, the Board approved a conditional agreement through March 31, 2023. On March 14, 2023, the Board approved a conditional agreement through June 30, 2023. On June 13, 2023, the Board approved a conditional agreement. On July 11, 2023, the Board approved the final six months of the annual agreement.

The purpose of this agreement is to provide for the upkeep, maintenance and other associated costs of the restrooms. The original award stipulated that any renewal or extension of the agreement for an additional twelve-month period must be approved by the Board of Commissioners. The restroom is stocked and kept clean by the current company. Attached is the current state of the restroom facilities located at the Sponge Exchange.

FUNDING: 001-8802-519.4600 Non-Departmental General Fund

Janina Lewis

From: Tom Funcheon
Sent: Monday, October 23, 2023 11:00 AM
To: Janina Lewis
Subject: FW: Sponge exchange Restrooms

FYI

Tom Funcheon - Public Works Director
324 E Pine St
Tarpon Springs FL, 34689
727-942-561

From: Patty Kokkinos <patty@mjconstruction.net>
Sent: Monday, October 23, 2023 10:58 AM
To: Tom Funcheon <tfuncheon@ctsfl.us>
Subject: Re: Sponge exchange Restrooms

This Message Is From an External Sender
This message came from outside your organization.

Yes I want to Continue. Thank you.

On Oct 23, 2023 9:51 AM, Tom Funcheon <tfuncheon@ctsfl.us> wrote:
Your agreement with the city expires in December . Would you like to continue ? All I need is an OKAY and we'll bring to the B.O.C. in November

Tom Funcheon - Public Works Director
324 E Pine St
Tarpon Springs FL, 34689
727-942-561

CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director JL

DATE: 01/10/2023

SUBJECT: Recommend Review of Renewal, File No. 220001-Q-JL, Maintenance of Public Restrooms at the Sponge Exchange

RECOMMENDATION:

Recommend Review of Renewal File No. 220001-Q-JL, Maintenance of Public Restrooms at the Sponge Exchange, with N & Y Properties, LLC, for the period January 11, 2023, through January 10, 2024, in an annual not to exceed amount of $7,500.00.

BACKGROUND:

On December 1, 2021, the Board awarded the agreement with N & Y Properties, LLC.

The purpose of this agreement is to provide for the upkeep, maintenance and other associated costs of the restrooms. The original award stipulated that any renewal or extension of the agreement for an additional twelve month period must be approved by the Board of Commissioners. The restroom is stocked and kept clean by the current company. Attached is the current state of the restroom facilities located at the Sponge Exchange (see attached memo and photos).

Recommend the Board decide on whether or not to approve another year of maintenance fees, or condition the fees upon renovations of the restroom facilities.

FUNDING: 001-8802-519.4600 Non-Departmental General Fund

CITY OF TARPON SPRINGS, FL

Procurement Services

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P.O. Box 5004
Tarpon Springs, Florida 34688-5004
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Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director

DATE: 03/14/2023

SUBJECT: Update and Approve Renewal, File No. 220001-Q-JL, Maintenance of Public Restrooms at the Sponge Exchange

RECOMMENDATION:

Update and Approve Renewal File No. 220001-Q-JL, Maintenance of Public Restrooms at the Sponge Exchange, with N & Y Properties, LLC, for the period April 1, 2023, through December 1, 2023, in the remainder amount of the contract period not to exceed $5,625.00.

BACKGROUND:

On December 1, 2021, the Board awarded the agreement with N & Y Properties, LLC. On January 10, 2023, the Board agreed to renew the agreement period for 3 months, conditional on the upgrades/renovations of the restroom facility.

The purpose of this agreement is to provide for the upkeep, maintenance and other associated costs of the restrooms. The original award stipulated that any renewal or extension of the agreement for an additional twelve month period must be approved by the Board of Commissioners. The restroom is stocked and kept clean by the current company. Renovations have started. Attached is the current state of the restroom facilities located at the Sponge Exchange.

FUNDING: 001-8802-519.4600 Non-Departmental General Fund

CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
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Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director

DATE: 06/13/2023

SUBJECT: Update on File No. 220001-Q-JL, Maintenance of Public Restrooms at the Sponge Exchange

RECOMM

Update on File No. 220001-Q-JL, Maintenance of Public Restrooms at the Sponge Exchange, with N & Y Properties, LLC.

BACKGROUND:

On December 1, 2021, the Board awarded the agreement with N & Y Properties, LLC. On January 10, 2023, the Board agreed to renew the agreement period for 3 months, conditional on the upgrades/renovations of the restroom facility. On March 14, 2023, the Board approved a conditional agreement to fund the maintenance of the facility through June 1, 2023, at which time a request was made for the renovations to either be completed, or show some improvement to the facilities. The remainder amount of the contract period for the period June 1, 2023, through December 1, 2023, is $4,375.00.

The purpose of this agreement is to provide for the upkeep, maintenance, and other associated costs of the restrooms. The original award stipulated that any renewal or extension of the agreement for an additional twelve-month period must be approved by the Board of Commissioners. The restroom is stocked and kept clean by the current company. Renovations have started. Attached is the current state of the restroom facilities located at the Sponge Exchange.

FUNDING: 001-8802-519.4600 Non-Departmental General Fund

CITY OF TARPON SPRINGS, FL

Procurement Services

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P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director

DATE: 07/11/2023

SUBJECT: Update on File No. 220001-Q-JL, Maintenance of Public Restrooms at the Sponge Exchange

RECOMM

Update on File No. 220001-Q-JL, Maintenance of Public Restrooms at the Sponge Exchange, with N & Y Properties, LLC.

BACKGROUND:

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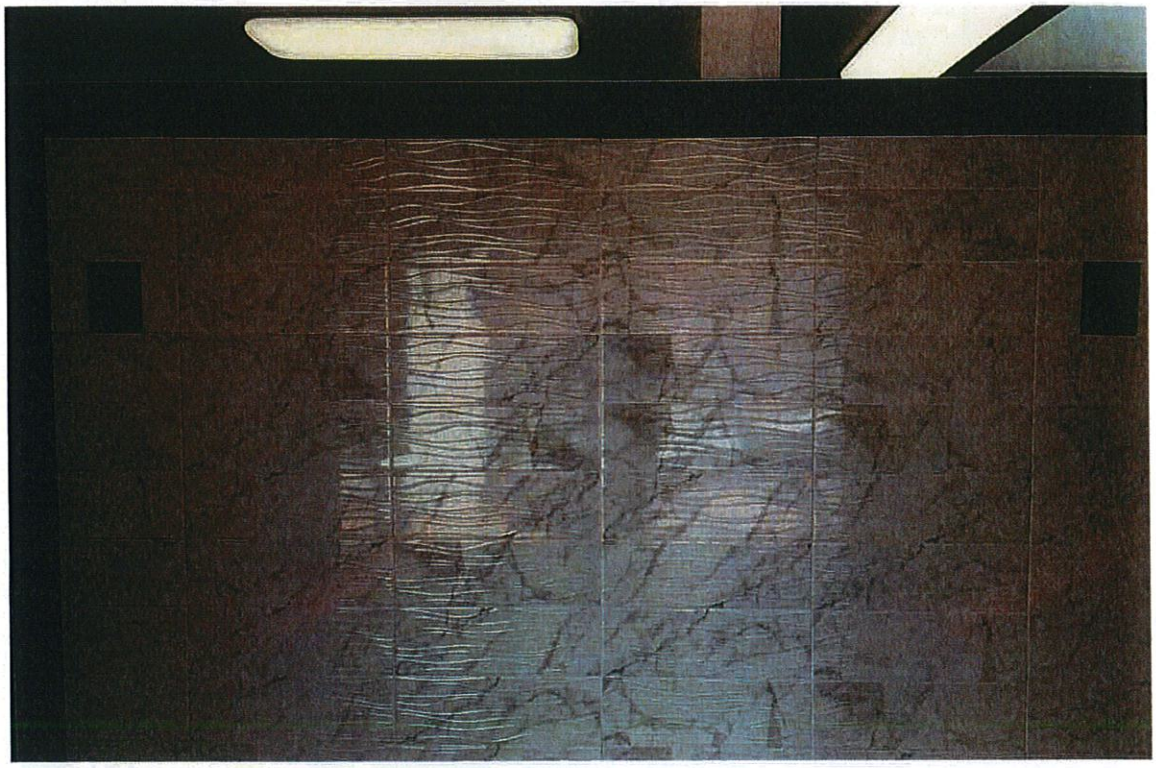
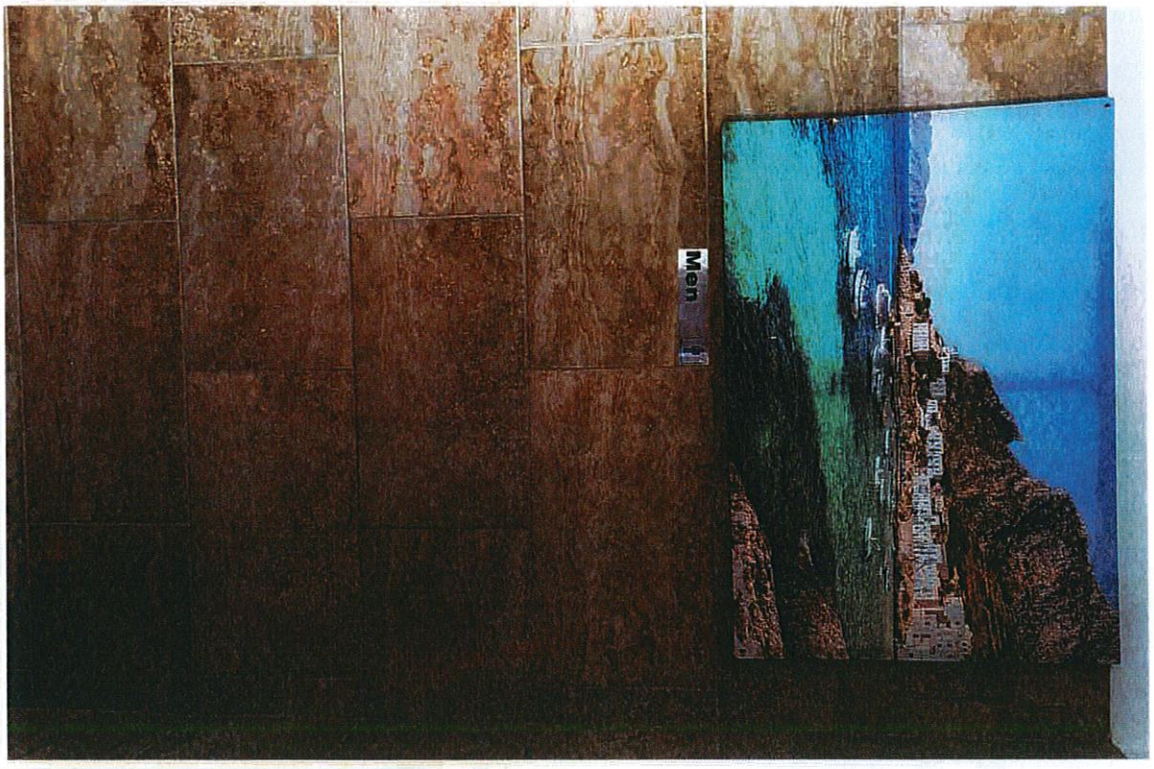
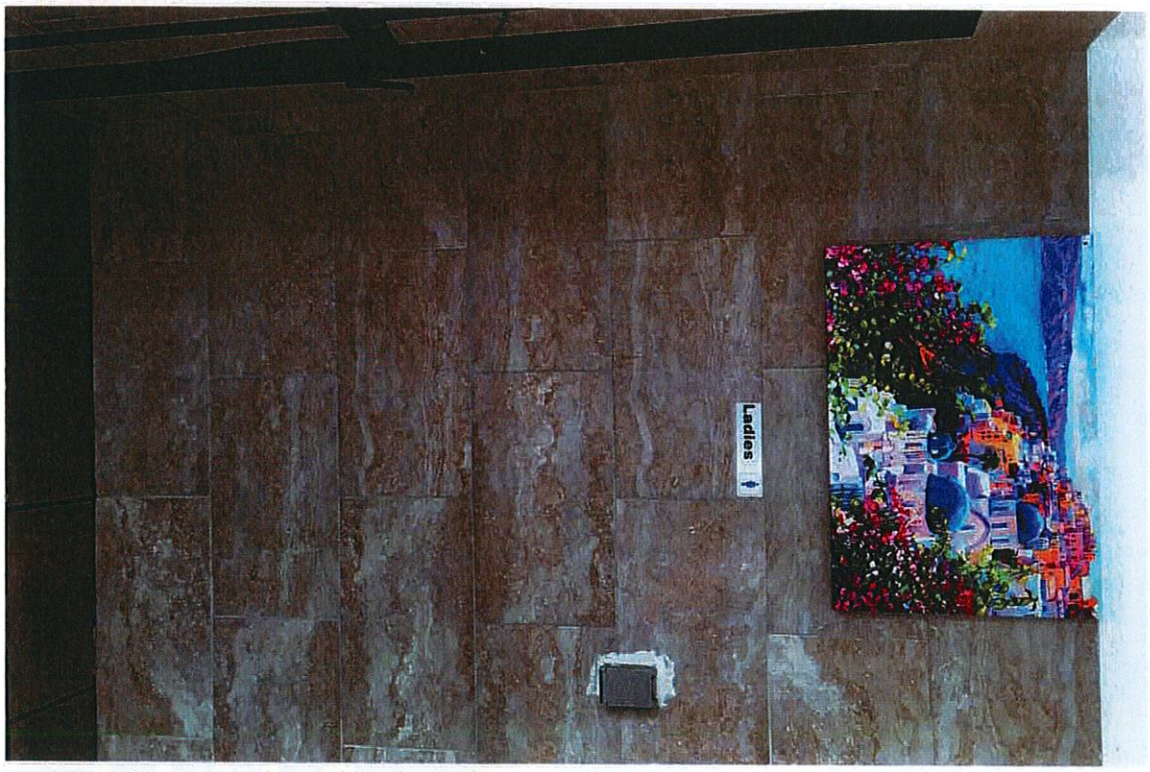
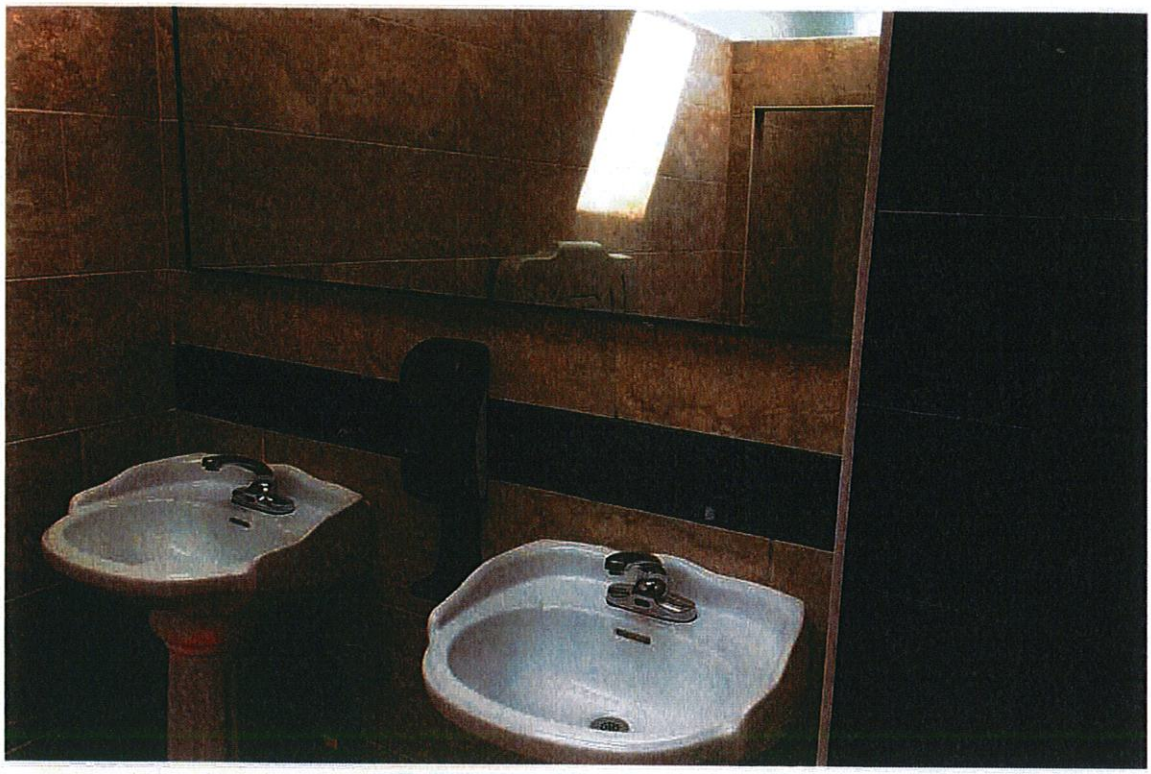
The purpose of this agreement is to provide for the upkeep, maintenance, and other associated costs of the restrooms. The original award stipulated that any renewal or extension of the agreement for an additional twelve-month period must be approved by the Board of Commissioners. The restroom is stocked and kept clean by the current company. Renovations have started. Attached is the current state of the restroom facilities located at the Sponge Exchange.

FUNDING: 001-8802-519.4600 Non-Departmental General Fund




Men


Ladies



CITY OF TARPON SPRINGS, FL

Procurement Services

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P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director

DATE: 07/11/2023

SUBJECT: Update on File No. 220001-Q-JL, Maintenance of Public Restrooms at the Sponge Exchange

RECOMM

Update on File No. 220001-Q-JL, Maintenance of Public Restrooms at the Sponge Exchange, with N & Y Properties, LLC.

BACKGROUND:

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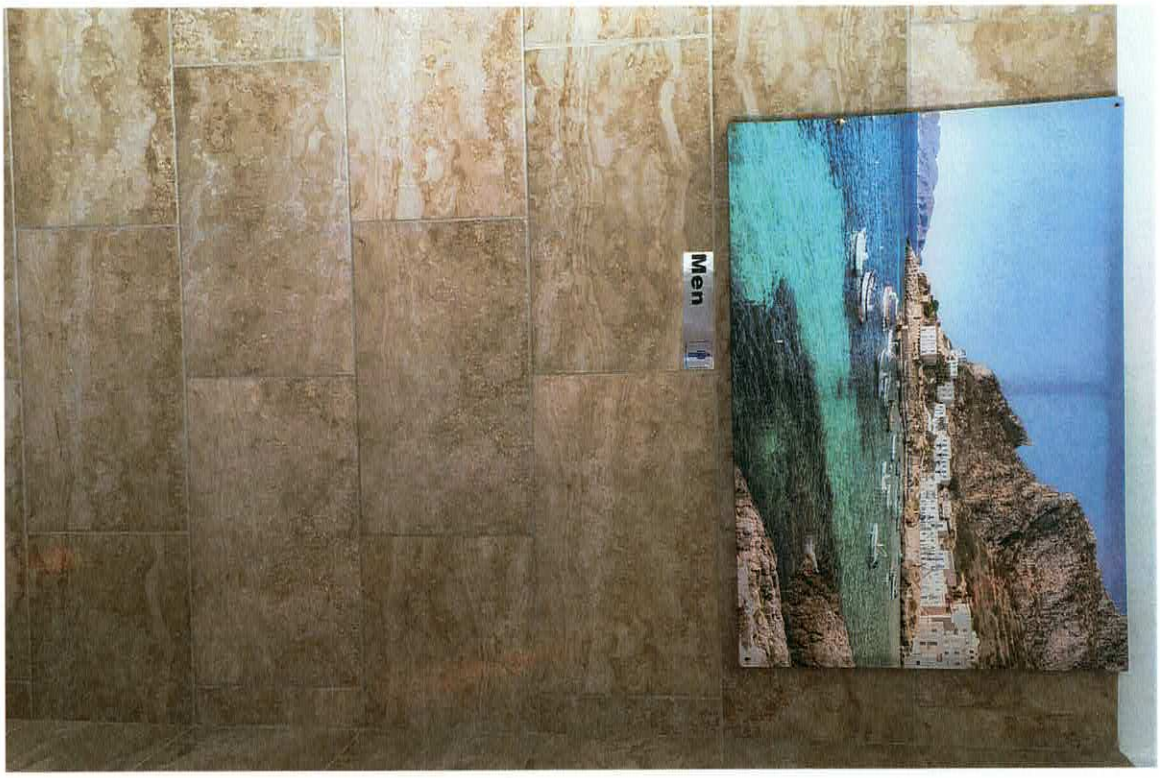
FUNDING: 001-8802-519.4600 Non-Departmental General Fund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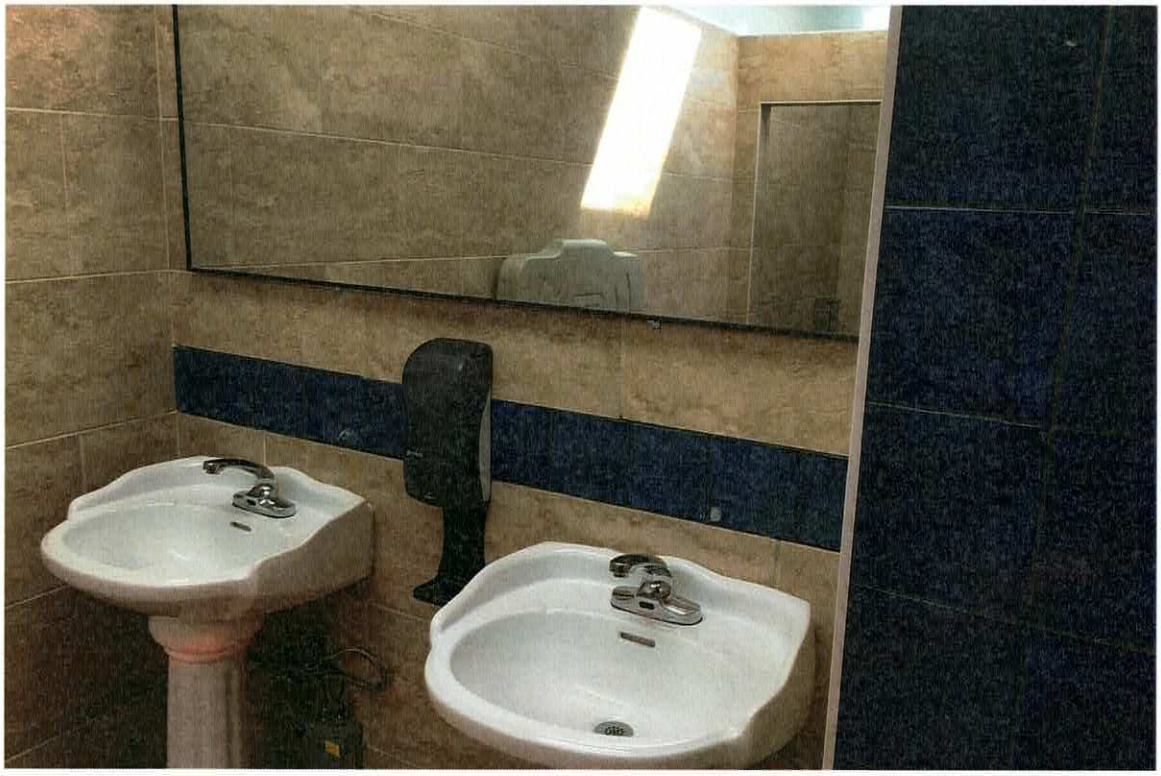

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MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director

DATE: 06/13/2023

SUBJECT: Update on File No. 220001-Q-JL, Maintenance of Public Restrooms at the Sponge Exchange

RECOMM

Update on File No. 220001-Q-JL, Maintenance of Public Restrooms at the Sponge Exchange, with N & Y Properties, LLC.

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FUNDING: 001-8802-519.4600 Non-Departmental General Fund

CITY OF TARPON SPRINGS, FL

Procurement Services

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MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director

DATE: 03/14/2023

SUBJECT: Update and Approve Renewal, File No. 220001-Q-JL, Maintenance of Public Restrooms at the Sponge Exchange

RECOMMENDATION:

Update and Approve Renewal File No. 220001-Q-JL, Maintenance of Public Restrooms at the Sponge Exchange, with N & Y Properties, LLC, for the period April 1, 2023, through December 1, 2023, in the remainder amount of the contract period not to exceed $5,625.00.

BACKGROUND:

On December 1, 2021, the Board awarded the agreement with N & Y Properties, LLC. On January 10, 2023, the Board agreed to renew the agreement period for 3 months, conditional on the upgrades/renovations of the restroom facility.

The purpose of this agreement is to provide for the upkeep, maintenance and other associated costs of the restrooms. The original award stipulated that any renewal or extension of the agreement for an additional twelve month period must be approved by the Board of Commissioners. The restroom is stocked and kept clean by the current company. Renovations have started. Attached is the current state of the restroom facilities located at the Sponge Exchange.

FUNDING: 001-8802-519.4600 Non-Departmental General Fund

CITY OF TARPON SPRINGS, FL

Procurement Services

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MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director

DATE: 01/10/2023

SUBJECT: Recommend Review of Renewal, File No. 220001-Q-JL, Maintenance of Public Restrooms at the Sponge Exchange

RECOMMENDATION:

Recommend Review of Renewal File No. 220001-Q-JL, Maintenance of Public Restrooms at the Sponge Exchange, with N & Y Properties, LLC, for the period January 11, 2023, through January 10, 2024, in an annual not to exceed amount of $7,500.00.

BACKGROUND:

On December 1, 2021, the Board awarded the agreement with N & Y Properties, LLC.

The purpose of this agreement is to provide for the upkeep, maintenance and other associated costs of the restrooms. The original award stipulated that any renewal or extension of the agreement for an additional twelve month period must be approved by the Board of Commissioners. The restroom is stocked and kept clean by the current company. Attached is the current state of the restroom facilities located at the Sponge Exchange (see attached memo and photos).

Recommend the Board decide on whether or not to approve another year of maintenance fees, or condition the fees upon renovations of the restroom facilities.

FUNDING: 001-8802-519.4600 Non-Departmental General Fund

Board of Commissioners

Memorandum

Date: December 17, 2024

To: Mayor and Board of Commissioners

Through: Janina Lewis, Procurement Services Director

From: Patricia Hall, Senior Procurement Analyst

Subject: Increase and Extend File No. 190139-C-CM, Utility Call Center Support Services (Utility Billing), Florida Municipal Power Agency RFP No. 2018-214 to ENCO Utility Services **(Ron Harring Finance Director, Janina Lewis Procurement Director)**

Recommendation

Increase and Extend File No. 190139-C-CM, Utility Call Center Support Services (Utility Billing), Florida Municipal Power Agency RFP No. 2018-214 to ENCO Utility Services from an annual amount not to exceed $126,709.00 to $186,778.00, an increase of $60,069.00, and further extend the contract through December 31, 2024 for the Finance Department.

Background

On August 10, 2018, FMPA awarded the contract through August 9, 2023. On August 21, 2019, the contract was administratively awarded. On April 28, 2020 the Board approved the increase to $56,284.00. The Board further approved an increase to $76,640.00 on May 25, 2021. The Board approved another increase on April 25, 2023 from $76,640.00 to $126,709.00 due to a yearly rate increase per the contract terms, the increase in the number of inserts with the utility bills required water reporting, spring clean-up, newsletters and COVID 19, etc. On June 5, 2024, the contract was further extended to November 30, 2024 to allow for the rebidding process. The purpose of this contract is to provide utility billing services which include printing, processing and mailing utility bills, delinquent notices and other separate literature mailings per departmental requests (see attached memo).

Funding

Funding is budgeted in the FY 2025 budget in account 402-8803-536.3400

Strategic Plan Objective

N/A

City of Tarpon Springs, Florida

M E M O R A N D U M **NOVEMBER 25, 2024**

TO: Janina Lewis, Procurement Services Director

FROM: Ron Harring, Finance Director

SUBJECT: Authorize an increase on ENCO Utility Services Florida

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RECOMMENDATION;

Authorize department memo to increase PO 220768 from previous approved amount of $126,709 to $186,778 for the processing, folding, inserting, postage and mailing of all utility bills, shut-off notices, requested inserts and individual special mailings from ENCO Utility Services Florida.

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BACKGROUND:

ENCO Utility Services Florida produces, folds, inserts, applies postage and mails all utility bills and shut-off notices. ENCO also produces folds and inserts requested additional mailings in with the utility bills. ENCO also produces and mails special requested mailings that are separate from the utility bills.

Due to the amount of inserts included with the utility billing and separate mailings requested by Departments. Requesting to increase the contract for the increase in mailing, inserts and required postage. The inserts requested include required mandatory water reporting, spring clean-up, newsletters, election information and other informational items that come up.

Funding

Funds are budgeted in the Fiscal Year 2025 Budget in account 402-8803-536.3400.

Sharon Samuels
Procurement Lead

MEMORANDUM

TO: FMPA Members

FROM: Sharon Samuels

DATE: November 6, 2024

SUBJECT: Utility Call Center Support Services (RFP# 2018-214) – Award Extension

****

The current FMPA Utility Call Center Support Services is in the process of rebid. FMPA and the Participating Members are in the process of evaluating the submittals to the RFP solicitation RFP# 2024-209.

ENCO, the current awarded bidder, has agreed to an additional 1-month extension of the existing award to allow for this process. This extension expires December 31, 2024.

Please feel free to contact me with any questions or concerns.

CITY OF TARPON SPRINGS, FL

PROCUREMENT SERVICES

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director JL

FROM: Patty Hall, CPPB, Senior Procurement Analyst

DATE: April 25, 2023

SUBJECT: Increase and Renew File No. 190139-C-CM, Utility Call Center Support Services (Utility Billing), Florida Municipal Power Agency RFP No. 2018-214 to ENCO Utility Services

RECOMMENDATION:

Increase and Renew File No. 190139-C-CM, Utility Call Center Support Services (Utility Billing) utilizing Florida Municipal Power Agency (FMPA) Contract No. 2018-214 with ENCO Utility Services, LLC from an annual amount not to exceed $76,640.00 to $126,709.00, an annual increase of $50,069.00 through August 9, 2023, and further renew the contract for the period of August 10, 2023 through August 10, 2024 for the Finance Department. Annual increases of 3% are allowed per the contract agreement. Purchase orders will only be issued against approved budgets.

BACKGROUND:

On August 10, 2018, FMPA awarded the contract through August 9, 2023. On August 21, 2019, the contract was administratively awarded. On April 28, 2020 the Board approved the increase to $56,284.00. The Board further approved an increase to $76,640.00 on May 25, 2021. The current increase is needed due to a yearly rate increase per the contract terms, the increase in the number of inserts with the utility bills required water reporting, spring clean-up, newsletters and COVID 19, etc. (see attached memo). The purpose of this contract is to provide utility billing services which include printing, processing and mailing utility bills, delinquent notices and other literature.

FUNDING: 402-8803-536.3400

Accepted by: _____
City Manager

Attest: _____
City Clerk

City of Tarpon Springs, Florida

MEMORANDUM **APRIL 25, 2023**

TO: Janina Lewis, Procurement Services Director

FROM: Ron Harring, Finance Director

SUBJECT: Authorize an increase on ENCO Utility Services Florida

RECOMMENDATION;

Authorize department memo to increase PO 220768 from previous approved amount of $76,640 to $126,709 for the processing, folding, inserting, postage and mailing of all utility bills, shut-off notices, requested inserts and individual special mailings from ENCO Utility Services Florida.

BACKGROUND:

ENCO Utility Services Florida produces, folds, inserts, applies postage and mails all utility bills and shut-off notices. ENCO also produces folds and inserts requested additional mailings in with the utility bills. ENCO also produces and mails special requested mailings that are separate from the utility bills.

Due to the amount of inserts included with the utility billing and separate mailings requested by Departments. Requesting to increase the contract for the increase in mailing, inserts and required postage. The inserts requested include required mandatory water reporting, spring clean-up, newsletters and COVID 19 etc.

Funding

Funds are budgeted in the Fiscal Year 2023 Budget in account 402-8803-536.3400.

Sharon Samuels
Member Services Programs and Procurement Administrator

MEMORANDUM

March 29, 2023

To: FMPA Members

From: Sharon Samuels

Re: Utility Call Center Support Services Award Extension – RFP# 2018-214

****

The FMPA Utility Call Center Support Services Award is scheduled to expire August 2023.

The Participating Members and the awarded vendor, ENCO Utility Services has mutually agreed to extend the award for an additional year.

In accordance with Section 4j of the RFP document, Pricing, ENCO Utility Services will implement a 3% pricing increase per their proposal.

This extension will expire on August 10, 2024. Should you have any concerns or questions regarding this extension, please feel free to contact me.

cc: Awarded Bidder

CITY OF TARPON SPRINGS, FL

PROCUREMENT SERVICES

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director

FROM: Anthony McGee, NIGP-CPP, CPPB, MBA, Senior Procurement Analyst

DATE: May 25, 2021

SUBJECT: Increase File No. 190139-C-CM, Utility Call Center Support Services (Utility Billing), Florida Municipal Power Agency RFP No. 2018-214

RECOMMENDATION:

Increase File No. 190139-C-CM, Utility Call Center Support Services (Utility Billing) utilizing Florida Municipal Power Agency (FMPA) Contract No. 2018-214 with Enco Utility Services, LLC from an annual amount not to exceed $56,284.00 to $76,640.00 an annual increase of $20,356.00 through August 9, 2023 for Finance Department. Purchase orders will only be issued against approved budgets.

BACKGROUND:

On August 10, 2018, FMPA awarded the contract through August 9, 2023. On August 21, 2019, the contract was administratively awarded. On April 28, 2020 the Board approved the increase to $56,284.00. The current increase is needed due to the increase in the number of inserts with the utility bills required water reporting, spring clean-up, newsletters and COVID 19 etc. (see attached memo).

The purpose of this contract is to provide utility billing services which include printing, processing and mailing utility bills, delinquent notices and other literature.

FUNDING: 402-8803-536.3400

Accepted by: _____
City Manager

Attest: _____
City Clerk

City of Tarpon Springs, Florida

MEMORANDUM **MAY 25, 2021**

TO: Janina Lewis, Procurement Services Director

FROM: Ron Harring, Finance Director

SUBJECT: Authorize an increase on ENCO Utility Services Florida

RECOMMENDATION;

Authorize department memo to increase PO 201133 from previous approved amount of $56,284 to $76,640 for the processing, folding, inserting, postage and mailing of all utility bills, shut-off notices, requested inserts and individual special mailings from ENCO Utility Services Florida.

BACKGROUND:

ENCO Utility Services Florida produces, folds, inserts, applies postage and mails all utility bills and shut-off notices. ENCO also produces folds and inserts requested additional mailings in with the utility bills. ENCO also produces and mails special requested mailings that are separate from the utility bills.

The original purchase order did not include postage and was paid separately. For ease of billing and administrative work postage is now included with all the other charges on one invoice, and will be billed at cost. The postage averages $5552.50 a month and the amount needed for May 2021 through August 2021 is $20,356.00, which is the main reason for the increase in this PO. We have also had an increase in the number of inserts with the utility bills from required water reporting, spring clean-up, newsletters and COVID 19 etc.

Funding

Funds are budgeted in the Fiscal Year 2021 Budget in account 402-8803-536.3400.

CITY OF TARPON SPRINGS, FL

PROCUREMENT SERVICES

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

FROM: Jay Jackus, CPPO, CPPB, Procurement Services Director

DATE: April 28, 2020

SUBJECT: Increase File No. 190139-C-CM, Utility Call Center Support Services (Utility Billing), Florida Municipal Power Agency RFP No. 2018-214

RECOMMENDATION:

Increase File No. 190139-C-CM, Utility Call Center Support Services (Utility Billing) utilizing Florida Municipal Power Agency (FMPA) Contract No. 2018-214 with Enco Utility Services, LLC from an annual amount not to exceed $22,500.00 to $56,284.00 an annual increase of $33,784.00 for Finance. Purchase orders will only be issued against approved budgets.

BACKGROUND:

On August 10, 2018, FMPA awarded the contract through August 9, 2023. On August 21, 2019, the contract was administratively awarded. Previously postage was billed separately, for ease of billing and administrative time, postage will now be included with all other charges on one invoice. In addition, there has been an increase in the number of inserts included with the utility bills each month (see attached memo).

The purpose of this contract is to provide utility billing services which include printing, processing and mailing utility bills, delinquent notices and other literature.

FUNDING: 402-8803-536.3400

Accepted by: _____ City Manager

Attest: _____ for City Clerk

City of Tarpon Springs, Florida

MEMORANDUM **APRIL 28, 2020**

TO: Jay Jackus, Procurement Services Director

FROM: Ron Harring, Finance Director

SUBJECT: Authorize an increase on ENCO Utility Services Florida

RECOMMENDATION:

Authorize department memo to increase PO 190829 from previous approved amount of $22.500 to $56,284 for the processing, folding, inserting, postage and mailing of all utility bills, shut-off notices, requested inserts and individual special mailings from ENCO Utility Services Florida.

BACKGROUND:

ENCO Utility Services Florida produces, folds, inserts, applies postage and mails all utility bills and shut-off notices. ENCO also produces folds and inserts requested additional mailings in with the utility bills. ENCO also produces and mails special requested mailings that are separate from the utility bills.

The original purchase order did not include postage and was paid separately. For ease of billing and administrative work postage is now included with all the other charges on one invoice, and will be billed at cost, beginning with the January 2020 billing. The postage averages $4,223 a month and the amount needed for January 2020 through August 2020 is $33,784, which is the main reason for the increase in this PO. We have also had an increase in the number of inserts with the utility bills from required water reporting, spring clean-up, newsletters and COVID 19 etc.

Funding

Funds are budgeted in the Fiscal Year 2020 Budget in account 402-8803-536.3400.

CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

TO: Jay Jackus, CPPO, CPPB, Procurement Services Director

FROM: Cathy Morgan, CPPO, CPPB, Senior Procurement Analyst

DATE: August 21, 2019

SUBJECT: Administrative Approval to Award File No. 190139-C-CM, Utility Call Center Support Services (Utility Billing), Florida Municipal Power Agency (FMPA) RFP #2018-214

RECOMMENDATION:

Award City File No. 190139-C-CM utilizing Florida Municipal Power Agency (FMPA) Contract RFP #2018-214 Utility Call Center Support Services (Utility Billing) to Enco Utility Services LLC in the estimated annual amount of $22,500 for the period September 15, 2019 through August 9, 2023 for Finance and the City Clerk.

BACKGROUND:

On August 10, 2018, FMPA awarded a contract for utility call center support services that includes utility billing effective through August 9, 2023.

The purpose of this contract is to provide utility billing services which include printing, processing and mailing utility bills, delinquent notices and other literature.

FUNDING:

Funding will be identified as required.

Approved: _____
Jay Jackus, CPPO, CPPB
Procurement Services Director

Date of Approval 8-21-19

Board of Commissioners

Memorandum

Date: December 17, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Increase File No. 250013-N-PH, Geographic Information Systems (GIS) Esri Small Municipal and County Government Enterprise License Agreement (SGEA) **(Suzanne Linton IT Director, Janina Lewis Procurement Director)**

Recommendation

Increase File No. 250013-N-PH, Geographic Information Systems (GIS) Esri Small Municipal and County Government Enterprise License Agreement (SGEA), to Environmental Systems Research Institute, Inc. (ESRI), single source purchase through September 30, 2027 in an amount not to exceed $94,632.00, an increase of $4095.00, for the Information Technology Department.

Background

On October 1, 2024, the Board awarded the contract with Environmental Systems Research Institute, Inc. The purpose of this contract is to grant the City access to Esri® term license software on an unlimited basis including maintenance on all GIS software offered through the ELA. The ESRI software for GIS will allow the City to create custom maps based upon growing needs within all departments. The increase is requested to allow for the purchase of additional subscription licenses (see attached memo).

Funding

Funding is budgeted in account 0402-0306-536.46, Information Technology.

Strategic Plan Objective

N/A

City of Tarpon Springs, Florida

Information Technology Division

324 EAST PINE STREET
POST OFFICE BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 938-3711

MEMORANDUM

TO: Janina Lewis, Procurement Services Director

FROM: Suzanne Linton, IT Director

DATE: December 3, 2024

SUBJECT: Geographic Information Systems (GIS) Esri Small Municipal and County Government Enterprise License Agreement (SGEA) Increase

A Geographic Information System (GIS) is a system that creates, manages, analyzes, and maps all types of data. GIS connects data to a map, integrating location data (where things are) with all types of descriptive information (what things are like there). This provides a foundation for mapping and analysis that is used in science and almost every industry. GIS helps users understand patterns, relationships, and geographic context. The benefits include improved communication and efficiency as well as better management and decision making. A Geographic Information System is a "smart map" that ties information into geographic features such as streets and utilities.

The journey of the Geographic Information Systems division of the Information Technology Department of the City of Tarpon Springs began in 2015. Today, it is the centralized operation that serves the entire City enterprise and manages all geospatial needs.

The Esri Small Municipal and County Government Enterprise License Agreement (SGEA) is a three-year agreement that was approved by the Board of Commissioners for a term of three years; for a total contract price of $90,537.00.

We are requesting an increase of $1,365 per year for the following licenses:
ArcGIS Community Analyst Web App Online Annual Subscription: $100.00
ArcGIS Image Analyst for ArcGIS Online Creator Annual Subscription: $325.00
ArcGIS Community Analyst Web App Online Annual Subscription: $300.00
ArcGIS Business Analyst Web App Standard Online Annual Subscription: $640.00

Funding is budgeted: 0402-0306-536.46

380 New York St
Redlands,CA-92373-8118
Phone:(909)793-2853

Invoice	:	94836957	Document date	:	11/06/2024
Order	:	4769430	Delivery	:	
Customer	:	323586	Contract	:	SMALL GOVT ELA US
Customer PO	:	EMAIL SMITH			
P.O. Date	:				
End User	:	323586	City of Tarpon Springs		
Project	:				

'Invoice'

Page : 1

Bill to:
Suzanne Van Horn
City of Tarpon Springs
Public Works Dept
324 Pine St
Tarpon Springs FL 34689-4004

Ship to:
Suzanne Van Horn
City of Tarpon Springs
Public Works Dept
324 Pine St
Tarpon Springs FL 34689-4004

For questions regarding this document, please contact Customer Service at 888-377-4575.
Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal/software-license.

Item	Qty	Material Number	Price
10	2	157007 ArcGIS Community Analyst Web App Online Annual Subscription Start Date: 11/06/2024 End Date: 11/05/2025	100.00
1010	1	159070 ArcGIS Image Analyst for ArcGIS Online Creator or Professional User Type Annual Subscription Start Date: 11/06/2024 End Date: 11/05/2025	325.00

Item Subtotal 425.00

Total: USD 425.00

380 New York St
Redlands,CA-92373-8118
Phone:(909)793-2853

Invoice	:	94836957	Document date	: 11/06/2024
Order	:	4769430	Delivery	:
Customer	:	323586	Contract	: SMALL GOVT ELA US
Customer PO	:	EMAIL SMITH		
P.O. Date	:			
End User	:	323586	City of Tarpon Springs	
Project	:			

'Invoice'

FEIN: 95-2775732
DUNS/CEC: 06-313-4175 CAGE: 0AMS3
Please detach lower portion and return with remittance

Remit Payment to:
Environmental Systems Research Institute, Inc.

By Check:
P.O. Box 741076
Los Angeles
CA 90074-1076

Electronic Instructions:
Bank: Bank of America **Acct#:** 1496150335
Wire ABA: 026009593
ACH ABA: 121000358

Suzanne Van Horn
City of Tarpon Springs
Public Works Dept
324 Pine St
Tarpon Springs FL 34689-4004

Invoice: 94836957 **Document Date: 11/06/2024**
Order: 4769430
Payer: 323586 **Total: USD 425.00**

380 New York St
Redlands,CA-92373-8118
Phone:(909)793-2853

Invoice	:	94836958	Document date	:	11/06/2024
Order	:	4769431	Delivery	:	
Customer	:	323586	Contract	:	SMALL GOVT ELA US
Customer PO	:	EMAIL SMITH			
P.O. Date	:				
End User	:	323586	City of Tarpon Springs		
Project	:				

'Invoice'

Page : 1

Bill to:
Matthew Smith
City of Tarpon Springs
Public Works Dept
324 Pine St
Tarpon Springs FL 34689-4004

Ship to:
Matthew Smith
City of Tarpon Springs
Public Works Dept
324 Pine St
Tarpon Springs FL 34689-4004

For questions regarding this document, please contact Customer Service at 888-377-4575.
Terms of payment: Net Due 30 days, no discount
The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal/software-license.

Item	Qty	Material Number	Price
10	6	157007 ArcGIS Community Analyst Web App Online Annual Subscription Start Date: 11/06/2024 End Date: 11/05/2025	300.00
20	8	178625 ArcGIS Business Analyst Web App Standard Online Annual Subscription Start Date: 11/06/2024 End Date: 11/05/2025	640.00

Item Subtotal 940.00

Total: USD 940.00

FEIN: 95-2775732
DUNS/CEC: 06-313-4175 CAGE: 0AMS3
Please detach lower portion and return with remittance

Remit Payment to:
Environmental Systems Research Institute, Inc.

By Check:
P.O. Box 741076
Los Angeles
CA 90074-1076

Electronic Instructions:
Bank: Bank of America **Acct#:** 1496150335
Wire ABA: 026009593
ACH ABA: 121000358

Matthew Smith
City of Tarpon Springs
Public Works Dept
324 Pine St
Tarpon Springs FL 34689-4004

Invoice: 94836958 **Document Date: 11/06/2024**
Order: 4769431
Payer: 323586 **Total: USD 940.00**

PURCHASE ORDER

10/02/24
ORDER DATE

CITY OF TARPON SPRINGS
324 E. PINE STREET
P.O. BOX 5004
TARPON SPRINGS, FLORIDA 34689

250004
No.

ENVIRONMENTAL SYSTEMS RESEARCH
380 NEW YORK STREET
REDLANDS, CA 92373-8100

CITY OF TARPON SPRINGS

LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

250013-N-PH

24824

QUANTITY	UNIT	COMMODITY #	DESCRIPTION	ITEM	UNIT COST	TOTAL
			GIS LICENSE AGREEMENT EFFECTIVE DATE: 10/02/24 EXPIRATION DATE: 10/01/25 NOT TO EXCEED: 30179.00 REMARKS: In accordance with File No. 250013-N-PH BOC approved 10/01/2024 Per Quote No. Q-507429 Year 1 of 3			

Tax Exemption No. 85-8012621696C-2
Federal ID No. 59-6000437

BILLING INSTRUCTIONS:

1. Our Purchase Order Number MUST appear on all Packages, Invoices, etc.
2. Your Invoice must state list price, price to city and terms. - Provide 2 (two) copies.
3. Unless otherwise stated, all prices are delivered F.O.B., Tarpon Springs, Florida.
4. See Purchase Order Terms and Conditions on the reverse hereof.
5. Mail Original Invoice to:

FINANCE DEPARTMENT, CITY OF TARPON SPRINGS, P.O. BOX 5004, TARPON SPRINGS, FL 34688-5004.

This Form contains an Electronic Signature

AUTHORIZED SIGNATURE

VENDOR COPY

CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director JL

FROM: Patty Hall, Senior Procurement Analyst PH

DATE: 10/01/2024

SUBJECT: Award File No. 250013-N-PH, Geographic Information Systems (GIS) Esri Small Municipal and County Government Enterprise License Agreement (SGEA)

RECOMMENDATION:

Award File No. 250013-N-PH, Geographic Information Systems (GIS) Esri Small Municipal and County Government Enterprise License Agreement (SGEA), to Environmental Systems Research Institute, Inc. (ESRI), single source purchase through September 30, 2027 in an amount not to exceed $90,537.00 for the Information Technology Department.

BACKGROUND:

The purpose of this contract is to grant the City access to Esri® term license software on an unlimited basis including maintenance on all GIS software offered through the ELA. The ESRI software for GIS will allow the City to create custom maps based upon growing needs within all departments (see attached memo).

FUNDING: Funding is budgeted in account 0402-0306-536.46, Information Technology.

Accepted by: _____ City Manager

Attest _____ City Clerk

City of Tarpon Springs, Florida

Information Technology Division

324 EAST PINE STREET
POST OFFICE BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 938-3711

MEMORANDUM

TO: Janina Lewis, Procurement Services Director

FROM: Suzanne Linton, IT Director

DATE: September 11, 2024

SUBJECT: Geographic Information Systems (GIS) Esri Small Municipal and County Government Enterprise License Agreement (SGEA) 3-year contract

A Geographic Information System (GIS) is a system that creates, manages, analyzes, and maps all types of data. GIS connects data to a map, integrating location data (where things are) with all types of descriptive information (what things are like there). This provides a foundation for mapping and analysis that is used in science and almost every industry. GIS helps users understand patterns, relationships, and geographic context. The benefits include improved communication and efficiency as well as better management and decision making. A Geographic Information System is a "smart map" that ties information into geographic features such as streets and utilities.

The journey of the Geographic Information Systems division of the Information Technology Department of the City of Tarpon Springs began in 2015. Today, it is the centralized operation that serves the entire City enterprise and manages all geospatial needs.

The Esri Small Municipal and County Government Enterprise License Agreement (SGEA) is a three-year agreement that will grant our organization access to Esri® term license software on an unlimited basis; including maintenance on all Geographic Information Systems (GIS) software offered through the SGEA for a term of three years; for a total contract price of $90,537.00.

Funding is budgeted: 0402-0306-536.46

Quotation # Q-507429

Date: July 24, 2024

Customer # 323586 **Contract #**

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

City of Tarpon Springs
Public Works Dept
324 E Pine St
Tarpon Springs, FL 34688

ATTENTION: Suzanne Linton
PHONE: (727) 942-5623
EMAIL: svanhorn@ctsfl.us

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 10/27/2023 To: 10/22/2024

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	$30,179.00	$30,179.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription [10/23/2024-10/22/2025]				
168177	1	Year 2	$30,179.00	$30,179.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription [10/23/2025-10/22/2026]				
168177	1	Year 3	$30,179.00	$30,179.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription [10/23/2026-10/22/2027]				

Subtotal:	$90,537.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$90,537.00

Upon acceptance of the offer, City of Tarpon Springs agrees to commit to the three-year term. Esri will invoice City of Tarpon Springs for the annual fee in advance of each renewal year. Invoices are to be paid within thirty (30) days of receipt of the invoice.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Zach Hernandez	zhernandez@esri.com	909-369-4654 x4654

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

HERNANDEZZ **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-1)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
50 ArcGIS Online Viewers
50 ArcGIS Online Creators
10,000 ArcGIS Online Service Credits
50 ArcGIS Enterprise Creators
2 ArcGIS Insights in ArcGIS Enterprise
2 ArcGIS Insights in ArcGIS Online
5 ArcGIS Location Sharing User Type Extension (Enterprise)
5 ArcGIS Location Sharing User Type Extension (Online)
6 ArcGIS Advanced Editing User Type Extension (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**2**
Number of Tier 1 Help Desk individuals authorized to call Esri	**2**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 **Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 **Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 **Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 **No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 **Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 **Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 **Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 **Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 **Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Board of Commissioners

Memorandum

Date: December 17, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award Renewal of File No. 220131-C-JL, Automotive Parts and Supplies Utilizing Omnia Partners Contract No. R211201 **(Tom Funcheon Public Works Director, Derrick Harris Fleet Operations Coordinator, Janina Lewis Procurement Director)**

Recommendation

Award Renewal of File No. 220131-C-JL, Automotive Parts and Supplies, utilizing Omnia Partners Contract No. R211201, to AutoZone Stores, LLC in an estimated amount of $35,000.00 through December 31, 2025 for the Public Works Department – Fleet Maintenance Division.

Background

On January 1, 2022, Omnia Partners awarded contract No. R211201 for Automotive Parts and Supplies to AutoZone, effective through December 31, 2024. On July 11, 2024, Omnia Partners renewed the contract through December 31, 2025. Omnia Partners is a competitively bid cooperative effort serving state and local governments throughout the country.
The purpose of this contract is to provide OEM and aftermarket parts for City vehicles. With AutoZone's close proximity, they are able to get us parts within minutes, providing less downtime for our vehicles (see memo).

Funding

Funding will be identified as orders are placed.

Strategic Plan Objective

N/A

City of Tarpon Springs, Florida

Public Works Dept.
325 E. Pine Street
Tarpon Springs, FL 34689
(727) 942-5606

To: Janina Lewis, Procurement Director

Through: Tom Funcheon, Public Works Director

From: Derrick Harris, Fleet Operations Coordinator

Date: December 11, 2024

Re: File No. 220131-C-JL AutoZone Renewal

Recommend:

Renew File No. 220131-C-JL for automotive parts and supplies with AutoZone in the estimated amount of $35,000.00 for the period of January 1, 2025, through December 31, 2025.

Background:

AutoZone is used to gain OEM and aftermarket parts for City vehicles. This vender is key in keeping our vehicles on the road running in safe condition. Due to AutoZone's location, they are able to get us parts within minutes providing less downtime for our vehicles.

Docusign Envelope ID: A3494E4B-5990-4455-BD3B-8C3C0EE44B7E

REGION 4
EDUCATION SERVICE CENTER

July 11, 2024

Mr. Duane Findley
Vice President, Commercial Support
Mr. Grant McGee
grant.mcgee@autozone.com
SVP, Commercial
AutoZone Parts, Inc.
123 S. Front St.
Memphis, TN 38103

Re: Renewal Award of Contract #R211201

Dear Gentlemen:

Per official action taken by the Board of Directors of Region 4 Education Service Center on June 25, 2024, Region 4 ESC is pleased to announce that AutoZone Parts, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on August 31, 2021, and subsequent performance thereafter:

Contract

Automotive Parts and Supplies

The contract will expire on December 31, 2025, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Melissa Tillman, at (208) 955-9023 or Melissa.Tillman@omniapartners.com.

The partnership between AutoZone Parts, Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:
A5A9F62707BB46B...
Adam Tabor, MBA, RTSBA
Director, Procurement

DS

CITY OF TARPON SPRINGS, FL
Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

THRU: Janina Lewis, CPPO, CPP-NIGP, Procurement Services Director

FROM: Patty Hall, CPPB, Senior Procurement Analyst

DATE: 4/25/2023

SUBJECT: Award Renewal of File No. 220131-C-JL, Automotive Parts and Supplies Utilizing Omnia Partners Contract No. R211201

RECOMMENDATION:

Award Renewal of File No. 220131-C-JL, Automotive Parts and Supplies, utilizing Omnia Partners Contract No. R211201, to AutoZone Stores, LLC in an estimated amount of $35,000.00 for the Public Works Department – Fleet Maintenance Division.

BACKGROUND:

On January 1, 2022, Omnia Partners awarded contract No. R211201for Automotive Parts and Supplies to AutoZone, effective through December 31, 2024. Omnia Partners is a competitively bid cooperative effort serving state and local governments throughout the country.

The purpose of this contract is to provide OEM and aftermarket parts for City vehicles. With AutoZone's close proximity, they are able to get us parts within minutes, providing less downtime for our vehicles (see memo).

FUNDING: Funding will be identified as orders are placed.

Accepted by: _____
City Manager

Attest: _____
City Clerk

City of Tarpon Springs, Florida

Public Works Dept.
325 E. Pine Street
Tarpon Springs, FL 34689
(727) 942-5606

To: Janina Lewis, Procurement Director

Through: Tom Funcheon, Public Works Director

From: Michael Vecchione, Fleet Manager

Date: April 18, 2023

Re: File No. 220131-C-JL AutoZone Renewal

Recommend:

Renew File No. 220131-C-JL for automotive parts and supplies with AutoZone in the estimated amount of $35,000.00 for the period of May 11, 2023 through May 12, 2024.

Background:

AutoZone is used to gain OEM and aftermarket parts for City vehicles. This vender is key in keeping our vehicles on the road running in safe condition. Due to AutoZone's location, they are able to get us parts within minutes providing less downtime for our vehicles.

Region 4 Education Service Center (ESC)

Contract # R211201

for

Automotive Parts and Supplies

with

AutoZone Parts, Inc.

Effective: January 1, 2022

AUTOZONE PRIMARY POINT OF CONTACT:

Shant Aslan – National Business Development Manager
Government.Solutions@autozone.com
310-901-1751

The following documents comprise the executed contract between the Region 4 Education Service Center and AutoZone Parts, Inc. effective January 1, 2022:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of _____, 202X by and between AutoZone Parts, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Automotive Parts and Supplies("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R211201 for Automotive Parts and Supplies ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;

iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by

its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name	AutoZone Parts, Inc.
Address	123 S. Front St.
City/State/Zip	Memphis, TN 38103
Telephone No.	901.495.6500
Email Address	N/A
Printed Name	Duane Findley / Grant McGee
Title	Vice President, Commercial Support / SVP, Commercial
Authorized signature	DocuSigned by: 65DAA9E571B9431... / DocuSigned by: E800417ADBE9447...

Accepted by Region 4 ESC:

Contract No. R211201___

Initial Contract Term__01/01/2022____to__12/31/2024_____

Margaret S. Bass

Region 4 ESC Authorized Board Member

10/26/2021

Date

Margaret S. Bass

Print Name

Linda F. Tinnerman

Region 4 ESC Authorized Board Member

10/26/2021

Date

Linda F. Tinnerman

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☑ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

See10/15/2021 Approved language for Appendix B Exceptions: Section 11, 30, and 17.

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Section 11 (a). Standard Cancellation/ pg Contract 3	Please modify this section by including these additional words at the very beginning of the first sentence so to allow AutoZone the opportunity to correct any issue before you terminate the contract.	In the event Contractor cannot remedy an issue arising from this Contract within 30 business days after receiving written notice of such issue from Region 4 ESC, Region 4 ESC may cancel this Contract in whole or in part by then providing written notice of cancellation to Contractor which shall take effect 30 business days after Contractor receives such notice. After the 30th business day all work will cease following completion of any then current purchase order.	
Section 30. Indemnity/ pg. Contract 6	Please insert the following as an additional sentence at the end of the indemnity section to cover indemnity for things AutoZone is not a part of:	Region 4 ESC agrees to be responsible for and shall indemnify and hold Contractor harmless from and against all damages, claims or demands to the extent arising out of or resulting from (i) improper installation of goods by Region 4 ESC; or (ii) any breach of an express product warranty issued by Region 4 ESC to a customer or end user of any of the goods that exceed either the scope of the manufacturers' express warranties or such other warranties set forth herein or agreed to by Contractor in writing.	
Section 17. Price Adjustments/ pg. Contract 4	Please modify the first paragraph by adding these 3 words here (material, Such, such) in order to make it more clear that only price increases that are the result of product design alterations are covered by this section.	Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will materially increase price, Region 4 ESC must be notified immediately. Such Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All such price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.	

10/15/2021 Approved language for Appendix B Exceptions

Section 11:

Answer: Region 4 cannot accept the Section 11 response language. Region 4 can accept the current AutoZone/Region 4 agreement language.

Section 11 (e). Standard Cancellation/ pg.Contract 3	**Please modify this section by including these additional words at the very beginning of the first sentence so to allow AutoZone the opportunity to correct any issue before you terminate the contract.**	**In the event Contractor cannot remedy an issue arising from this Contract within 30 business days after receiving written notice of such issue from Region 4 ESC, Region 4 ESC may cancel this Contract in whole or in part by then providing written notice of cancellation to Contractor which shall take effect 30 business days after Contractor receives such notice. After the 30th business day all work will cease following completion of any then current purcase order.**

Region 4 RFP Language:

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Section 11 Answer: Agreed to current AutoZone/Region 4 language 5.5 Standard Cancellation with additional language (approved Jason Bess – AutoZone 9/30/2021:

5.5 **Standard Cancellation**: Region 4 ESC may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time. AutoZone reserves the right to decline non-contract item requests

Section 30:

Answer: Region 4 cannot accept the AutoZone response language for Section 30. Region 4 can accept the current AutoZone/Region 4 contract language minus the reference to TCPN.

AutoZone:

Section 30. Indemnity/ pg. Contract 8	Please insert the following as an additional sentence at the end of the indemnity section to cover indemnity for things AutoZone is not a part of:	Region 4 ESC agrees to be responsible for and shall indemnify and hold Contractor harmless from and against all damages, claims or demands to the extent arising out of or resulting from (i) improper installation of goods by Region 4 ESC, or (ii) any breach of an express product warranty issued by Region 4 ESC to a customer or end user of any of the goods that exceed either the scope of the manufacturers' express warranties or such other warranties set forth herein or agreed to by Contractor in writing.

RFP Region 4

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

Current Autozone/Region 4 agreement language:

6. With regards to your Firm's proposal, Article 13-Miscellaneoous, 13.3 Indemnity, your Firm States:

"The awarded vendor shall protect, indemnify and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses to the extent the same arise out of or result from the actions of the vendor, vendor's employees or vendor's subcontractors in the preparation of the solicitation and the later execution of the contract, including any liability of Region 4 ESC and TCPN under supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency."

As the lead agency for the solicitation, Region 4 Education Service Center, is located in Texas, any litigation involving Region 4 ESC or TCPN shall occur in Harris County, Texas. The remainder of the language for this section will stand as is with no modification.

Section 30 Answer: Section 30 stays with original RFP 21-12 language. Agreed to Section 22 with additional highlighted statement (approved Jason Bess – AutoZone 10/15/2021:

Answer:

22) **Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.**

Add statement to #22: "Region 4 ESC and Supplier are not liable for improper installation of good by Public Agency or any breach of warranty issued by a Public Agency that exceeds scope of manufacturer or Supplier's warrant."

Section 17:

Answer: Region 4 cannot accept AutoZone exception to Section 17. Any and all change, update, adjustment, etc. must be approved by Region 4 ECS using the Region 4 format request form.

Autozone:

Section 17. Price Adjustments/ pg. Contract 4	Please modify the first paragraph by adding these 3 words here (material, Such, such) in order to make it more clear that only price increases that are the result of product design alterations are covered by this section.	Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will materially increase price, Region 4 ESC must be notified immediately. Such Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All such price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Section 17 Answer: Agreed to stay with original language from RFP 21-12 Section 17 Price Adjustment (approved Jason Bess – AutoZone 9/30/2021:

RFP Region 4:

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

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APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 202X by and between _____ _____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Automotive Parts and Supplies("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R_____ for _____ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;

iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by

its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

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OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name	AutoZone Parts, Inc.
Address	123 S. Front St.
City/State/Zip	Memphis, TN 38103
Telephone No.	901.495.6500
Email Address	N/A
Printed Name	Duane Findley Grant McGee
Title	Vice President, Commercial Support SVP, Commercial
Authorized signature	DocuSigned by: 68DAA9E871B9431... DocuSigned by: E800417ADBE9447...

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

_____ _____
Region 4 ESC Authorized Board Member Date

_____
Print Name

_____ _____
Region 4 ESC Authorized Board Member Date

_____
Print Name

Region 4 Education Service Center (ESC)

Contract # R211201

for

Automotive Parts and Supplies

with

AutoZone Parts, Inc.

Effective: January 1, 2022

AUTOZONE PRIMARY POINT OF CONTACT:

Shant Aslan – National Business Development Manager
Government.Solutions@autozone.com
310-901-1751

The following documents comprise the executed contract between the Region 4 Education Service Center and AutoZone Parts, Inc. effective January 1, 2022:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of _____, 202X by and between AutoZone Parts, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Automotive Parts and Supplies("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R211201 for Automotive Parts and Supplies ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;

iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by

its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name	AutoZone Parts, Inc.
Address	123 S. Front St.
City/State/Zip	Memphis, TN 38103
Telephone No.	901.495.6500
Email Address	N/A
Printed Name	Duane Findley / Grant McGee
Title	Vice President, Commercial Support / EVP, Commercial
Authorized signature	DocuSigned by: 68DAA9E571B9431... / DocuSigned by: E800417ADBE9447...

Accepted by Region 4 ESC:

Contract No. R211201___

Initial Contract Term__01/01/2022____to__12/31/2024_____

Margaret S. Bass — 10/26/2021

Region 4 ESC Authorized Board Member — Date

Margaret S. Bass

Print Name

Linda F. Tinnerman — 10/26/2021

Region 4 ESC Authorized Board Member — Date

Linda F. Tinnerman

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☑ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

See10/15/2021 Approved language for Appendix B Exceptions: Section 11, 30, and 17.

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Section 11 (e). Standard Cancellation/ pg.Contract 3	Please modify this section by including these additional words at the very beginning of the first sentence so to allow AutoZone the opportunity to correct any issue before you terminate the contract.	In the event Contractor cannot remedy an issue arising from this Contract within 30 business days after receiving written notice of such issue from Region 4 ESC, Region 4 ESC may cancel this Contract in whole or in part by then providing written notice of cancellation to Contractor which shall take effect 30 business days after Contractor receives such notice. After the 30th business day all work will cease following completion of any then current purchase order.	
Section 30. Indemnity/ pg. Contract 6	Please insert the following as an additional sentence at the end of the indemnity section to cover indemnity for things AutoZone is not a part of.	Region 4 ESC agrees to be responsible for and shall indemnify and hold Contractor harmless from and against all damages, claims or demands to the extent arising out of or resulting from (i) improper installation of goods by Region 4 ESC, or (ii) any breach of an express product warranty issued by Region 4 ESC to a customer or end user of any of the goods that exceed either the scope of the manufacturers' express warranties or such other warranties set forth herein or agreed to by Contractor in writing.	
Section 17. Price Adjustments/ pg. Contract 4	Please modify the first paragraph by adding these 3 words here (material, Such, such) in order to make it more clear that only price increases that are the result of product design alterations are covered by this section.	Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will materially increase price, Region 4 ESC must be notified immediately. Such Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All such price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.	

10/15/2021 Approved language for Appendix B Exceptions

Section 11:

Answer: Region 4 cannot accept the Section 11 response language. Region 4 can accept the current AutoZone/Region 4 agreement language.

Section 11 (e). Standard Cancellation/ pg.Contract 3	Please modify this section by including these additional words at the very beginning of the first sentence so to allow AutoZone the opportunity to correct any issue before you terminate the contract.	In the event Contractor cannot remedy an issue arising from this Contract within 30 business days after receiving written notice of such issue from Region 4 ESC, Region 4 ESC may cancel this Contract in whole or in part by then providing written notice of cancellation to Contractor which shall take effect 30 business days after Contractor receives such notice. After the 30th business day all work will cease following completion of any then current purcase order.

Region 4 RFP Language:

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Section 11 Answer: Agreed to current AutoZone/Region 4 language 5.5 Standard Cancellation with additional language (approved Jason Bess – AutoZone 9/30/2021:

5.5 **Standard Cancellation**: Region 4 ESC may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time. AutoZone reserves the right to decline non-contract item requests

Section 30:

Answer: Region 4 cannot accept the AutoZone response language for Section 30. Region 4 can accept the current AutoZone/Region 4 contract language minus the reference to TCPN.

AutoZone:

Section 30. Indemnity/ pg. Contract 6	Please insert the following as an additional sentence at the end of the Indemnity section to cover indemnity for things AutoZone is not a part of.	Region 4 ESC agrees to be responsible for and shall indemnify and hold Contractor harmless from and against all damages, claims or demands to the extent arising out of or resulting from (i) improper installation of goods by Region 4 ESC, or (ii) any breach of an express product warranty issued by Region 4 ESC to a customer or end user of any of the goods that exceed either the scope of the manufacturers' express warranties or such other warranties set forth herein or agreed to by Contractor in writing.

RFP Region 4

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

Current Autozone/Region 4 agreement language:

6. With regards to your Firm's proposal, Article 13-Miscellaneoous, 13.3 Indemnity, your Firm States:

" The awarded vendor shall protect, indemnify and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses to the extent the same arise out of or result from the actions of the vendor, vendor's employees or vendor's subcontractors in the preparation of the solicitation and the later execution of the contract, including any liability of Region 4 ESC and TCPN under supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency."

As the lead agency for the solicitation, Region 4 Education Service Center, is located in Texas, any litigation involving Region 4 ESC or TCPN shall occur in Harris County, Texas. The remainder of the language for this section will stand as is with no modification.

Section 30 Answer: Section 30 stays with original RFP 21-12 language. Agreed to Section 22 with additional highlighted statement (approved Jason Bess – AutoZone 10/15/2021:

Answer:

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

Add statement to #22: "Region 4 ESC and Supplier are not liable for improper installation of good by Public Agency or any breach of warranty issued by a Public Agency that exceeds scope of manufacturer or Supplier's warrant."

Section 17:

Answer: Region 4 cannot accept AutoZone exception to Section 17. Any and all change, update, adjustment, etc. must be approved by Region 4 ECS using the Region 4 format request form.

Autozone:

Section 17. Price Adjustments/ pg. Contract 4	Please modify the first paragraph by adding these 3 words here (material, Such, such) in order to make it more clear that only price increases that are the result of product design alterations are covered by this section.	Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will materially increase price, Region 4 ESC must be notified immediately. Such Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All such price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Section 17 Answer: Agreed to stay with original language from RFP 21-12 Section 17 Price Adjustment (approved Jason Bess – AutoZone 9/30/2021:

RFP Region 4:

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 202X by and between _____ _____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Automotive Parts and Supplies("the products and services").

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WHEREAS, Region 4 ESC issued Request for Proposals Number R_____ for _____ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

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1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

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11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;

iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by

its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name: AutoZone Parts, Inc.

Address: 123 S. Front St.

City/State/Zip: Memphis, TN 38103

Telephone No.: 901.495.6500

Email Address: N/A

Printed Name: Duane Findley Grant McGee

Title: Vice President, Commercial Support SVP, Commercial

Authorized signature: DocuSigned by: 68DAA9E871B9431... DocuSigned by: E800417ADBE9447...

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term_____to _____

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☑ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Section 11 (e). Standard Cancellation/ pg.Contract 3	Please modify this section by including these additional words at the very beginning of the first sentence so to allow AutoZone the opportunity to correct any issue before you terminate the contract.	In the event Contractor cannot remedy an issue arising from this Contract within 30 business days after receiving written notice of such issue from Region 4 ESC, Region 4 ESC may cancel this Contract in whole or in part by then providing written notice of cancellation to Contractor which shall take effect 30 business days after Contractor receives such notice. After the 30th business day all work will cease following completion of any then current purcase order.	
Section 30. Indemnity/ pg. Contract 6	Please insert the following as an additional sentence at the end of the Indemnity section to cover indemnity for things AutoZone is not a part of.	Region 4 ESC agrees to be responsible for and shall indemnify and hold Contractor harmless from and against all damages, claims or demands to the extent arising out of or resulting from (I) improper installation of goods by Region 4 ESC, or (ii) any breach of an express product warranty issued by Region 4 ESC to a customer or end user of any of the goods that exceed either the scope of the manufacturers' express warranties or such other warranties set forth herein or agreed to by Contractor in writing.	
Section 17. Price Adjustments/ pg. Contract 4	Please modify the first paragraph by adding these 3 words here (material, Such, such) in order to make it more clear that only price increases that are the result of product design alterations are covered by this section.	Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will materially increase price, Region 4 ESC must be notified immediately. Such Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All such price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.	

Products/Pricing

i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, parts, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.

ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*

• Manufacturer part #

• Offeror's Part # (if different from manufacturer part #)

• Description

• Manufacturers Suggested List Price and Net Price

• Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

A. Parts catalog and pricing available through www.autozonepro.com with valid username and password.
B. All categories set at 50% off as published on www.autozonepro.com
C. AutoZone has submitted pricing in the following format:
    - Excel file on Flash Drive marked "AZ PRICING"

iii. Is pricing available for all products, parts, and services? If applicable, include pricing and details for aftermarket, used, remanufactured, and refurbished items.

A. Parts catalog and pricing available through www.autozonepro.com .

iv. Describe any shipping charges.

A. AutoZone owns and utilizes their own fleet. We do not have any shipping charges on store stocked product, we also offer free shipping on all special ordered and vendor direct shipments to our stores.

    i. Detail ancillary and freight costs and pricing for orders placed outside Continental US.

    A. AutoZone does not charge freight for any merchandise serviced from our stores
    B. AutoZone will offer the OMNIA national account pricing for orders serviced from an AutoZone store outside continental US.

ii. What are the minimum shipping requirements?

A. AutoZone will not mandate a minimum for shipping for participating public agencies

Detail shipping on all items meeting minimum shipping requirements. Offeror may include a shipping fee on orders less than minimum shipment.

v. Provide pricing for warranties on all products, parts, and services.

A. AutoZone shall warrant all application specific Goods sold to Customer to be free from defects in materials and workmanship for the period of the then current standard warranty offered by AutoZone to its retail customers for such Goods. Notwithstanding the foregoing, AutoZone agrees that Customer will receive the benefit of any warranty provided by AutoZone's vendor that AutoZone may pass through to the Customer.

vi. Describe any return and restocking fees.

A. AutoZone will not have additional restocking or return fees for participating public agencies providing merchandise is returned in original packaging and in new resalable condition

vii. If offering Labor, include: AutoZone does not perform any services, therefore does not have any labor charges
□ A per diem rate.
□ All labor rates will be based on standard hours. Indicate standard hours ____am to _____ pm Monday to Friday.
□ Overtime rates (after standard hours and Saturday) _____ x Standard Rates.
□ Overtime rates Sunday, (Holidays) _____ x Standard Rates.
□ Minimum charge of ____ hours for overtime work.

viii. Describe any additional discounts, volume purchases, special manufacturer offers, free good programs or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, volume purchases, etc.

A. AutoZone offers special buy deals advertised on www.autozonepro.com and through delivered advertising.
B. AutoZone offers additional discounts for stocking items on selected categories.

ix. Describe ordering process. Do you provide for on-line ordering, punch out capabilities, and e-commerce systems? Describe the options available and any authorization platforms.

A. AutoZone provides on-line ordering through its commercial website Autozonepro.com. AutoZone can also integrate with a third-party system via a CXML request into AutoZonePro via a Punchout solution or via a direct API integration with our ordering and catalog services. The punchout solution requires less development and give the user the AutoZonePro experience within the 3rd party system. The direct API integration leverages AutoZone's ordering and catalog services to retrieve the necessary information for customers to utilize for completing orders within the 3rd party system. This requires more development on the customer's end because of how the catalog and orders are displayed would have to be developed for showing in the 3rd party system.

x. Are retail sale establishments available? If so, provide a listing of retail establishments and the participating public agency ability to access.

A. AutoZone has over 6000 retail locations that participating public agencies can purchase from with their PIN (account) number.
B. AutoZone store location list can be accessed through AutoZone Store Locator — Find the AutoZone Near Me https://www.autozone.com/locations/
C. AutoZone has included a flash drive labeled “AZ STORE_DC” in the RFP response with current store locations

xi. Describe any trade-in policy.

A. AutoZone does sell some remanufactured items that require a core trade in, AutoZone provides each entity with the choice to be charged for cores, or to be core-deferred. Core deferred- There are no charges for cores, unless the core is not received within 72 hours. Core deferral eliminates paperwork for the shop and the accounting department.

xii. Describe how customers verify they are receiving Contract pricing.

A. We will provide OMNIA Partners monthly reporting on all agencies attached to the OMNIA Partners national account program. We will provide specific agency reporting on transactions upon request.

B. All participating public agencies will be provided credentials to access www.autozonepro.com to verify they are receiving Contract pricing 50% off list as published on www.autozonepro.com.

xiii. Describe payment methods offered.

A. AZPRO Bill Pay – Credit Card/Electronic Check
B. ACH/Single Use Credit Card
C. Checks

xiv. Propose the frequency of updates to the Offeror’s pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

A. AutoZone will maintain 50% off list discount as published on www.autozonepro.com throughout the term of the contract.

xv. Describe how future product introductions will be priced and align with Contract pricing proposed.

A. AutoZone will maintain 50% off list discount as published on www.autozonepro.com throughout the term of the contract

xvi. Describe any rental, leasing, or financing options.

A. AutoZone will offer our standard loan a tool program option to all OMNIA Partners participating agencies. The agency puts down a deposit to borrow a tool and receives the deposit back when the tool is returned in good condition.
B. AutoZone will offer our standard Equipment leasing and financing option to all OMNIA Partners participating agencies through a 3rd party.

xvii. Provide any additional information relevant to this section.

A. **Core Charges (including pick-up & delivery):**
AutoZone provides each entity with the choice to be charged for cores, or to be core-deferred. Core deferred- There are no charges for cores, unless the core is not received within 72 hours. Core deferral eliminates paperwork for the shop and the accounting department. Core deferral also does not impact credit limits.
B. **Return Policy:**
AutoZone will accept returns, which are in original packaging and in a new, saleable condition.
C. **Used Oil and Battery Recycling:**
AutoZone is an authorized collector of battery cores, AutoZone can also accept used oil for recycling.
D. **Battery Testing:**
AutoZone provides free battery testing at AutoZone stores
E. **Technician Training:**
Online/On-Demand subscription-based training

- More than 125 topics available
  - Includes Bilingual courses
- Cost < $1 per day
- Average 50 minute per course
- Modules build around real-world case studies
- Topics range from ASE Certification Prep to major vehicle systems, including modern diagnostics, fuel systems, ignition, computer controls, and more
- New courses are continually being added
- Developed by industry leaders and are led by ASE Master Certified, factory-trained instructors
- Certificates are available for each course

Virtual Training

- Courses cover a wide variety of topics and experience levels
- Technical and Shop Management Training available
- Training courses are developed by industry leaders and are led by ASE Master Certified, factory-trained instructors
- Manuals or downloadable printouts and certificates are available for each course
- Opportunities to schedule Agency exclusive events to support specific topics and scheduling
- View our upcoming Virtual Training Schedule: https://info.autozonepro.com/acton/fs/blocks/showLandingPage/a/39729/p/p-001a/t/page/fm/0

ALLDATA Shop Management System and OEM Repair Information

REPAIR INFORMATION

ALLDATA Repair – The industry's #1 choice for unedited OEM information. Everything you need for faster diagnostics and OEM-accurate mechanical repair.
ALLDATA Collision – The industry's #1 choice for unedited OEM info. Ensure accuracy and limit liability with factory-direct repair information specifically targeted to auto body shops.
ALLDATA Mobile OEM info, verified repairs, and basic diagnostics on a tablet app
ALLDATA Collision Advantage for OEM Alerts and more – making sure your estimate is complete and accurate.
ALLDATA Diagnostics – is your affordable scan tool solution, the only one with ALLDATA's industry-leading repair information built-in.

ALLDATA Tech-Assist – Call our diagnostic hotline staffed by ASE-Certified Master Techs for fast solutions.
SHOP MANAGEMENT
Estimator – A faster, easier way to create professional, compliant estimates.

ALLDATA Shop Manager – A simple tool for shop needs like estimates, repair orders & invoices.

ALLDATA Manage Online – Expanded features for complete shop management & reporting

Free Education Resources:
(Coming soon) Instructor Toolkit: Teach your students how to meet ASE accreditation standards for OEM repair information with our turnkey curriculum resources including Lesson Planners and live webinars.
CAIS Program ALLDATA's Certified Automotive Information Specialists program tests students and shop technicians on the skills and knowledge needed to use ALLDATA Repair and ALLDATA Collision at a professional level.

PRICING:
ALLDATA Repair:
Education- $1,200 – Annually
Government- $1,500 – Annually

ALLDATA Collision:
Education- $1,500 - Annually
Government- $1,995 – Annually

Discounts apply for additional products purchased with Repair or Collision

Number of Products	*Discount*
2	*10%*
3	*15%*
4	*20%*
5	*25%*

Upon award of contract, we will provide additional contact information for ALLDATA products

Quality Parts From Quality Brands

A/C & Heating	Brands
Condensers & Evap Cores	ADPI, CSF, Denso, Gilmore, USMW, URO
Compressors, other AC Components	Denso, Four Seasons, Hella, Sanden, UAC, URO, Valeo
Expansion Device	Denso, Hella, Sanden, Santech/Omega, URO,
Heater Cores	ADPI, Four Seasons, SMP
Batteries	
Automotive	Duralast ProPower, AC Delco, Odyssey, Optima
Lawn & Garden, Marine	Duralast, Duralast Gold
Power Sports & Utility	Duralast, Duralast Gold, Odyssey
Bearings & Assemblies	
Hub Bearing & Assemblies	Duralast, Duralast Gold
Sets & Seals	Duralast, National
Belts & Hoses	
MV, V Belt	Duralast, Continental, Bando, JK Fennor, Valucraft
Molded Hoses	Continental, Dorman, Rein
Blower Motors & Accessories	
	Duralast, Continental, SMP/4Seasons
Brake Systems	
Brake Calipers	Duralast, ACDelco, IMC Original Performance
Drums & Rotors	Duralast, Duralast Gold, Duralast Severe, Duralast Pursuit Beck Arnley, Brembo, IMC Original Performance
Master Cylinders/Boosters	Duralast New and Reman, Advics, AISIN, ATE, Beck Arnley, FTE, MEYLE, Nissin, Rocky, Sanyco, TRW, MPA, PBE
Brake Hoses/Lines	Duralast, NiCopp, Polyarmour
Hardware Kits	Duralast, Beck Arnley, Dorman,
Brake Pads	Duralast, Duralast Gold, Duralast Elite, Duralast Severe Duty, Duralast Pursuit, ACDelco, Beck Arnley, Brembo
Brake Shoes	Duralast, ACDelco
Wheel Cylinders	Duralast, ACDelco, Beck Arnley, Brembo

Distributors, Caps, Rotors	Brands
Distributors, Caps and Rotors	Duralast, ACDelco, Cardone, Delphi, Duralast Gold, Factet, MotorCraft, ValuCraft
Drive Train	
New CV Axles	Durlast Gold
U-Joints	Duralast, MOOG
ECM's	
	Duralast, ACDelco, Blue Streak, Cardone, Motorcraft
Engines & Transmissions	
Auto Transmissions	All Trans, Dahmer Powertrain Grade A, Moveras, National, NuTech, Tri-Star
Camshafts, Oil Pumps, Oil Pump Kits, Push Rods, Rocker Arms, Valves Valve Train Systems & Components	AE, AISIN, Febi, Melling, Osvat, Rock, Schoettle, Topline, TRW
Clutches	AISIN, Exedy, MAS Clutch, Perfection, PROSHIFT, Sachs, Valeo
Crankshafts	Crankshaft Rebuilders
Cylinder Heads	American Cylinder Heads, Allied, NuTech
Engines	Blackwater, Dahmer, Ford, Grade A, Tri Star, Nutech, Nutech Pro, Titan
Flywheels	Perfection, Pioneer, Sachs, Valeo
Harmonic Balancers	Dorman, Pioneer, Power Bond
Manifolds	Dorman
Manual Transmissions	ATC, Dahmer, High Gear, Midwest, Zumbrota
Motor, Transmission Mounts	Duralast, Marmon Ride Control, Rodatech, Pioneer
Piston Rings, Re-build & Re-ring Kits	Sealed Power, KS, Goetze, Deves
Timing Chain & Gears	ContiTech, Gates, Iwis, INA, OSK, S.A. Gear, Tsubaki
Transfer Cases	ATC, Dahmer, High Gear, Mid-West Transmissions National
Exhaust	
Converters	D.E.C., Emico, Flowmaster, Magnaflow, Walker
Mufflers	Ansa, Dansk, Eberspraecher, Empi, Ernst, Starla, Walker Magnaflow
Engine Sensors	
OE	ACDelco, Bosch, Delphi, Denso, Hitachi, MotorCraft
Aftermarket	Duralast, Duralast Gold, Blue Streak, Dorman, Encore, Spectra Premium

Start Ordering Today. Visit AutoZonePro.com or call your Commercial Sales Manager.

Note: "Duralast" reference can include Duralast, Duralast Gold, Duralast Elite, Duralast Severe Duty, Duralast Pusuit, Duralast ProPower EFB, Duralast ProPower, Duralast ProPower Plus, Duralast ProPower Ultra and Duralast ProPower AGM brands. Genuine parts (vehicle brands) are available for import applications across most part types.

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Quality Parts from Quality Brands

Filters	Brands
Fuel Filters	Duralast, Original Performance
Air Filters	STP, K&N, Fram
Cabin Air Filters	K&N, STP
Oil Filters	ACDelco, Fram, K&N, Luberfiner, Motorcraft, Mobil1, Mopar, Rotella, STP
Transmission Filters	Duralast, Raybestos
Gas & Diesel Injection	
Gas & Diesel Injection	Duralast, ACDelco, AUS, Bosch, Bostech, Continental, Delphi, Denso, Encore, Hitachi
Fuel Delivery Parts (Modules, Pumps, etc)	ACDelco, Bosch, Carter, Delphi, Denso, Hitachi, Spectra, TruGrade, USMW, VDO, Motorcraft
Fuel Tanks	Spectra Premium, Dorman
Gaskets	Fel-Pro, Mahle, Victor Reinz
Ignition Coils, Modules	Duralast, Duralast Gold, Accel, Bosch, Delphi, Denso, Encore, Hitachi, MotorCraft, NGK, MSD, ValuCraft
Oxygen Sensors	ACDelco, Bosch, Denso, Encore, NTK, Hitachi, Walker
Radiators	Duralast
Shocks & Struts	
Shocks & Struts	Duralast, ACDelco, Arnott Industries, Bilstein, KYB, Sachs, Sensen
Loaded Strut	Duralast, Arnott Industries, Bilstein, KYB, Sachs, Sensen
Air Struts	Arnott, Westar
Steering & Suspension	
Power Steering Pumps, Steering Gears, Rack & Pinion	Atlantic Automotive (AAE), Duralast, Endurance, PWR
PS Hoses	Duralast
Control Arms	Duralast, Duralast Gold
Tie Rod End, Ball Joint, Sway Bar, Idler Arms	Duralast, Duralast Gold

Spark Plugs	Brands
Spark Plugs	ACDelco, AutoLite, Bosch, Champion, Denso, MotorCraft, NGK, E3
Spark Plugs Wires	Duralast, Duralast Gold, ACDelco, Delphi, Denso, NGK, MotorCraft
COP Boots	Duralast, ACDelco, Denso, NGK, MotorCraft
Starters/Alternators	Duralast, ACDelco, Bosch
Switches, Ignition Switches, Relays	Duralast, ACDelco, Denso, Dorman, Hella, MotorCraft
Tensioners	Duralast, ACDelco, Automotive Tensioners Inc., Continental, Dorman
Throttle Bodies	Duralast, ACDelco, Aisin, AutoLine, Blue Streak, Bosch, Cardone, Continental/VDO, Dorman, Encore, Hitachi, Tech Smart, URO
Tire Pressure Monitors	Duralast, Schrader, Autel, Bartec, Continental, Hamaton, HUF
Turbochargers	Mahle, OE-Turbopower, RotoMaster, Cardone, Dorman, GP Sorensen, MotorCraft, PurePower
Water Pumps & Thermostats	
Water Pumps	Duralast, Duralast Gold, Valucraft, ACDelco
Delco Water Pump Kits	Duralast, Dayco
Thermostats	Duralast, Duralast Gold, Failsafe, Valucraft
Window Products	
Washer Pumps	Dorman
Window Lift Assemblies	Dorman
Window Lift Motors	Dorman, WAI
Wiper Motors	Dorman, WAI
Door Handles	Dorman

Start Ordering Today. Visit AutoZonePro.com or call your Commercial Sales Manager.

Note: "Duralast" reference can include Duralast, Duralast Gold, Duralast Max, Duralast GT, Duralast ProPower, Duralast ProPower Plus, Duralast ProPower Ultra and Duralast ProPower AGM brands. Genuine parts (vehicle brands) are available for import applications across most part types.

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Performance Capability

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

A. Included

iii. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.
AutoZone's average delivery time is at or below 35 min, more than 49% of deliveries average less than 25min.

i. Describe delivery time for stock and non-stock items.

A. AutoZone will provide just in time delivery program 30 minutes or less for all agencies 0-3 miles. * See chart below

B. AutoZone utilizes the latest technology to record timing of each delivery

Distance from servicing AutoZone commercial store	Delivery Time from Order Acceptance
0-3 miles	30 minutes or less
3-5 miles	45 minutes or less
5-15 miles	90 minutes or less
15+ miles	Scheduled delivery as agreed to by the parties

ii. How do you respond to emergency orders?

A. AutoZone will provide emergency order placement based on communication with agencies local AutoZone store location during normal operating hours

v. What is Offeror's average Fill Rate and distribution of parts?

A. AutoZone provides 100% distribution to all stores achieving 95%+ fill rate.

vi. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

A. Each AutoZone store manages their Customer Service providing real time solutions. At each store, there are increasing layers of management, providing WOW! Customer Service and having the authority and autonomy to resolve customer issues. Store hours can vary, but, as a general rule, AutoZone stores are open 7 days a week, from 8am – 5pm. In addition, AutoZone's Customer Care Center is open Mon-Fri from 8am – 8pm EST with toll free, fax, and email options. Autozonepro.com is available 24 hours and may provide additional assistance in problem resolution.

vii. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Invoicing Process:

A. Electronic ordering through autozonepro.com account setup (AZPRO)
B. Electronic ordering through 3rd party punchout solutions.
C. Phone call to Store
D. In Person ordering and pick up – ID requirements.
E. Invoicing options:
    a. PO requirements available
    b. Invoice copy delivered to shop with items.
    c. Daily/Monthly Invoice file email available
    d. Invoice reprints/Statements available through AZPRO.
    e. Emailed statements

Payment Terms & acceptable payment methods:

A. AZPRO Bill Pay – Credit Card/Electronic Check
B. ACH/Single Use Credit Card
C. Checks

Fees Pertaining to credit cards/P-Card:

A. No fees for credit card or P-Card usage

viii. Describe Offeror's contract implementation/customer transition plan.

A. AutoZone will utilize our outside sales force to communicate the new contract with all agencies
B. AutoZone will develop a strategic internal communication campaign through email and company communication outlining our new cooperative agreement.
C. AutoZone will target all current OMNIA member agencies in our portfolio with a marketing campaign and communication to ensure awareness surrounding our new contract
D. All OMNIA members that are currently in our portfolio will automatically transition to the new AutoZone program, updated contract documentations will be provided to all agencies through our sales force and website.

ix. Describe the financial condition of Offeror.

A. Below are the last two years performance of AutoZone.

AutoZone, Inc.

123 S Front St
Phone: (901) 495-6500 MEMPHIS, TN 38103-3607 United States Ticker: AZO

Performance Ratios - Annual
(Thousands of U.S. Dollars)

Period Ended	52 weeks 8/29/2020	53 weeks 8/31/2019
Net Sales $	**$12,631,967**	**$11,863,743**
% change	*6.48%*	*5.73%*
Gross Margin $	**$6,770,753**	**$6,365,001**
% change	*6.37%*	*6.55%*
% of sales	*53.60%*	*53.65%*
change as % of incremental sales	*52.82%*	*60.88%*
SG&A $	**$4,269,174**	**$3,778,907**
% change	*12.97%*	*-1.02%*
% of sales	*33.80%*	*31.85%*
change as % of incremental sales	*63.82%*	*-6.05%*
Operating margin $	**$2,417,679**	**$2,216,137**
% change	*9.09%*	*22.38%*
% of sales	*19.14%*	*18.68%*
change as % of incremental sales	*26.23%*	*63.06%*
EBITDA $	**$2,815,145**	**$2,586,094**
% change	*8.86%*	*19.95%*
% of sales	*22.29%*	*21.80%*
change as % of incremental sales	*29.82%*	*66.93%*
EBIT $	**$2,417,679**	**$2,216,137**
% change	*9.09%*	*22.38%*
% of sales	*19.14%*	*18.68%*
change as % of incremental sales	*26.23%*	*63.06%*

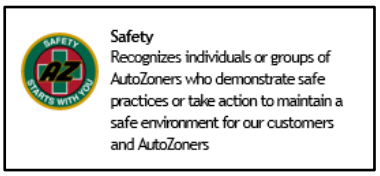
x. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

A. AutoZone provides on-line ordering through our www.autozonepro.com portal, agencies will have the ability to view products images and specifications, place orders, view orders, access catalogs, and participate in promotions.

xi. Describe the Offeror's safety record.

We utilize multiple methods, resources and controls to deploy initiatives and policies to enhance the safety, health and environment in our stores, DCs and Support Centers. These include, but are not limited to, an

- Environmental Safety & Health Policy and
- Training and measures developed by third-party experts.
- member of the National Safety Council (NSC), America's largest non-profit safety advocate. We utilize the NSC membership to track current trends, data, training concepts and key metrics.
- A safe working environment is one of the many ways we demonstrate one of our core Values, Cares About People. We continuously strive to improve workplace safety by utilizing data to understand opportunities. We use data to update and deliver more responsive training, communications, and processes to AutoZoners.
- AutoZoners access online courses to support their current roles and career paths including product knowledge, safety, environmental, Commercial, and management. This is reinforced by managers with hands-on experience and opportunities to practice what was learned.
- AutoZone has a dedicated safty pin that is awarded to indeviduals to be recognized and to be worn as part of our dresscode.



xii. Describe Offeror's green or sustainability program. What types of green/sustainability reporting or reviews are available?

A. See attached environmental report

xiii. Provide any additional information relevant to this section.

- AutoZone conducts training for technicians.
- 2019 AutoZone coordinated more than 200 training seminars. AutoZone also conducted and maintained the number of training seminars during 2020 and 2021 despite COVID challenges virtually. Agency technicians can be invited to attend training seminars when a seminar is in the agency's area. Although in most situations face-to-face interaction is preferred, our training partners quickly identified opportunities to engage the attendees. Also, the virtual platform allows us to reach a larger audience since location is no longer a factor.

3.0 Supplier Response

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

AutoZone started with a vision and a commitment to taking care of people who take care of cars.

On July 4, 1979, in the small town of Forrest City, Arkansas, we opened the first “Auto Shack”, with first day sales of only $300. Since that first day, we’ve kept that vision and commitment alive, and it’s been the driving force behind AutoZone’s success – We’re ready to help you take your business to thenext level with dedicated people, commercially focused programs and the parts you need when you need them.

AutoZone is the leading retailer and a leading distributor of automotive replacement parts and accessories in the Americas. Each AutoZone store carries an extensive product line for cars, sport utility vehicles, vans and light trucks, including new and remanufactured automotive hard parts, maintenance items, accessories, and non-automotive products. Many stores have a commercial sales program that provides commercial credit and prompt delivery of parts and other products to local, regional and national repair garages, dealers, service stations and public sector accounts. We also have commercial programs in all stores in Mexico and Brazil.

AutoZone sells the ALLDATA brand diagnostic and repair software through www.alldata.com and www.alldatadiy.com. Additionally, we sell automotive hard parts, maintenance items, accessories and non-automotive products through www.autozone.com and our commercial customers can make purchases through www.autozonepro.com. We provide product information on our Duralast branded products through www.duralastparts.com. AutoZone does not derive revenue from automotive repair or installation.

AutoZone has the largest all company-owned footprint in the aftermarket industry,
Perhaps more impressive are AutoZone’s other unique differentiators …

- AutoZone’s culture of WOW! Customer Service
- WITTDTJR (What It Takes To Do The Job Right – AutoZoners providing trust worthy advice to customers)
- ExtraMiler (when AutoZoners go the extra mile to satisfy the customer, he or she is rewarded)
- The ability to consistently offer the same parts & service levels in different parts of the country.
- AutoZone’s approach to distribution (AutoZone is the only company in the aftermarket space that picks-up product from the manufacturer vs. waiting for the product to be delivered (this improves product to store delivery times, a very unique advantage).
- AutoZone’s systems (in-store & online ordering for members and commercial customers)

- AutoZone's structure (while AutoZone is very large, it has the feel of a much smaller organization, because everything is localized, with empowerment and autonomy given to local AutoZoners).
- AutoZone parts, its hassle-free return policy, warranty policy, labor claim reimbursement policy, nationwide warranty, and so much more.

At AutoZone, diversity is one of the core values, and it is our pledge and values that drive the way we run our business. We strive to exceed our customers' expectations by going the extra mile, and the diverse backgrounds and skills of our AutoZoners help us do that. Our stores reflect the diversity of the communities that they serve, which allows us to better meet our customers' needs and solve their problems. We know that it is the different experiences, viewpoints and talents of our AutoZoners that lead to WOW! Customer Service and help our teams succeed.

AutoZone has more than 15,000 government fleet customers in all 50 states, and hundreds of thousands of repair shop customers that rely on AutoZone and its quality parts.

B. Total number and location of salespersons employed by Supplier.

A. AutoZone owns more than 6,000 store locations (no franchises or independents) and has more than 100,000 employees. AutoZone operates in all 50 states.
    - Store Manager manages 1 store (6,000). Store Managers report to a District Manager.
    - District Manager supports about 10-13 stores.
    - Territory Sales Managers supports about 8-10 Commercial Managers.
    - Commercial Store is equipped with a Commercial Manager (5,400),

C. Number and location of support centers (if applicable) and location of corporate office.

5 SUPPORT CENTERS

United States
AutoZone's J.R. Hyde III Store Support Center (SSC), is in Memphis, Tennessee.
ALLDATA is located in Elk Grove, California.

Mexico
Centro de Apollo a Tiendas" (CAT) supports all Mexico stores, in Monterrey, Mexico
DataZone Support Center is in Chihuahua, Mexico.

Brazil
Centro de Suporte as Lojas (CSL) is in Sao Paulo, Brazil

Corporate Office
AutoZone corporate office and store support center
AutoZone Parts, Inc
123 South Front Street - Memphis, TN. 38103

D. Annual sales for the three previous fiscal years.

a. Submit FEIN and Dunn & Bradstreet report.

2018 $11,221,077,402
2019 $11,863,742,680
2020 $12,631,967,045

DUNNS 15-723-3511

FEIN # 62-1611058

See DOCUMENTS ATTACHED

E. Describe any green or environmental initiatives or policies.

A. See attached environmental report

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise
Yes No
If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
Yes No
If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes No
If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No
If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

Yes No
If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

A. AutoZone does not intend to use subcontractors or affiliates when providing services.

I. Describe how supplier differentiates itself from its competitors.

A. Largest all company-owned store footprint in the USA
B. Management, Vision, Execution
C. Supply chain, Systems, Inventory
D. Organizational hierarchy
E. Company owned and operated fleet to service customers with “Hot Shot” delivery
F. Technology investment to provide the most current repair information with ALLDATA
G. Duralast the #1 brand for professional technicians

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

A. AutoZone has approximately 6,000 retail stores and 100,000 employees throughout the world and periodically receives notice of filed lawsuits in the ordinary course of business. Any material litigation can be found in AutoZone's public filings.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;
- AutoZone is a publicly held corporation

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier
AutoZone does not have any debarment or suspension actions.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

A. All States indicated will receive 50% discount from list price. List price can be verified at www.autozonepro.com
B. AutoZone's No Core Charge policy
C. AutoZone's nationwide warranty and labor reimbursement policy
D. AutoZone's technician clinic classes and seminars
E. AutoZone's monthly and quarterly product specials and deals
F. ALLDATA shop repair information and technology

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

AutoZone has over 6000 company owned stores servicing all 50 States, Alaska, Hawaii and Puerto Rico
Provide participating agencies with a hot-shot delivery program allowing locations the ability to acquire Goods from AutoZone via ordering by phone and/or on-line at www.autozonepro.com. The Hot Shot program is intended to provide locations with Goods needed to perform repair work at the location that has placed the order; however, the Hot Shot Program is not intended to be a supply chain inventory replenishment program. Provide hot-shot delivery service based upon the schedule below for normal store stocked items:

Distance from servicing AutoZone commercial store	Delivery Time from Order Acceptance
0-3 miles	30 minutes or less
3-5 miles	45 minutes or less
5-15 miles	90 minutes or less
15+ miles	Scheduled delivery as agreed to by the parties

A. AutoZone will utilize our fleet of vehicles to deliver parts to specific location within the agency.
B. AutoZone will utilize all sister stores and hub locations to maximize product availability and prompt delivery.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

A. All participating agencies will be placed on our OMNIA partners national account program parent hierarchy, and they will have access to www.autozonepro.com, a very user-friendly and intuitive site. The site allows for parts lookup via VIN, part #, part description, and category description. Customers can view order history, account balances, paid invoices, and can also print/email a duplicate invoice. Agencies will receive our OMNIA Partners national pricing when ordering online, on phone or in person, they can validate and verify pricing through this portal or by communicating with our local sales force.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

A. AutoZone will only utilize other companies for delivery and shipping in cases such as drop ship of large equipment / bulk purchases and some engine and transmission sales. Companies will vary based on product category.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

A. AutoZone will include a flash drive labeled "AZ STORE_DC" in the RFP response with all AutoZone Store and Distribution center locations.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

AutoZone will conduct the following

A. AutoZone has 7 Divisions. The first communication would take place via Microsoft TEAMS conference calls to each of the Division's personnel.
B. An announcement will be published on an AutoZone store communication informing all AutoZone employees of the award and the program for participating agencies.
C. An announcement and program deal will be posted on the AutoZone intranet for all employees to access.
D. AutoZone's Regional Business Development Managers would be trained and serve as OMNIA Partners trainers for each of their Regions.
E. An internal launch plan will be created and executed with the AutoZone sales force.
F. A co-branded press release within the first 30 days.
G. Announcement of award through any applicable social media sites.
H. Advertisement of contract in our company Tune-In publication.
I. Ongoing OMNIA Partners Training for all 60 AutoZone regions on new contract award and cooperative benefits.
J. OMNIA Partners connect portal training with our National Account Business Development team "RBDMs" (Regional Business Development Managers)
K. Conduct a quarterly dedicated companywide Public Sector/OMNIA partners focus activity (One quarter in 2022).
L. Dedicated OMNIA internet web-based homepage with:
    a. OMNIA / AutoZone Logos
    b. Link to OMNIA website
    c. Summary of contract and services offered
    d. Due Diligence Documents including, copy of solicitation, copy of contract and any amendments, marketing materials

ALLDATA will conduct the following

A. ALLDATA has 11 Regions. The first communication will take place via Microsoft TEAMS conference call to all regions to discuss the contract award and cooperative benefits.
B. A co-branded press release within the first 30 days or inclusion with AutoZone's press release.

C. Dedicated campaign communication to ALLDATA's 105 Business Solutions Managers "BSMs" twice yearly.
D. Information page on ALLDATAs internal portal with details of the program for visibility and reference.
E. Collaborative training with AutoZone when possible.
F. OMNIA Connect portal training with Regional Sales Managers.
G. Participate in OMNIA Partners focus activities with AutoZone .
H. Dedicated OMNIA Partners internet web-based link with:
    a) OMNIA Partners/ALLDATA logos
    b) Link to OMNIA Partners website
    c) Summary of ALLDATA portion of the contract

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications
ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
iii. Design, publication and distribution of co-branded marketing materials within first 90 days
iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

• OMNIA Partners standard logo;
• Copy of original Request for Proposal;
• Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
• Summary of Products and pricing;
• Marketing Materials
• Electronic link to OMNIA Partners' website including the online registration page;
• A dedicated toll-free number and email address for OMNIA Partners

AUTOZONE

A. The contract will be marketed through AutoZone's sales force, RCSMs "Regional Commercial Sales Managers", TSMs "Territory Sales Manager" through in person sales calls and our commercial store staff through outbound sales call campaign. We will also utilize AutoZone's Commercial Sales Call Center (outbound calls). All active existing OMNIA member customers in our portfolio will be segmented and visited by our outside sales force for immediate follow-up.
B. We will identify and provide additional leads to our sales force from the OMNIA connect portal on high active cooperative using agencies that fit our business model, we will target the top 20 for each AutoZone region.
C. Target lists would be distributed to Territory Sales Managers with a call- to-action for immediate follow-up.
D. Direct mail campaigns to current AutoZone serviced agencies.
E. Co-branded collateral pieces to be shared with our internal sales force.
F. Actively participate in various public sector trade shows.
G. New marketing collateral developed, and AutoZone's website enhanced to include all pertinent information, regarding the OMNIA Partners contract.
H. Dedicated OMNIA Partners proposition flyer to be shared with all agencies.

ALLDATA

A. The contract will be marketed through ALLDATA's sales force, Regional Sales Managers and Business Solutions Managers (Field and Inside Team) through outbound sales calls and live appoints/visits. We will also utilize AutoZone's Commercial Sales Call Center (outbound calls).
B. We will identify and provide additional leads to our inside and outside Sales Tea, from the OMNIA Connect portal on high active cooperative using agencies that fit our business model, specifically with those leads showing AutoZone spend last YTD or current YTD.
C. Target list will be sent to Regional Sales Managers to filter and distribute to their respective Business Solutions Managers.
D. Co-branded collateral pieces to be shared with our internal sales force.
E. Actively participate with AutoZone in public sector trade shows when possible.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

A. AutoZone's and ALLDATA sales force will conduct strategic sales calls to all agencies.
B. Communicate the benefits of cooperative purchasing.
C. OMNIA contract would be marketed as a vehicle to forgo the expensive and time-consuming bid process (e.g. a piggy-backable contract).
D. AutoZone and ALLDATA do not participate in any other cooperative contracts.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

A. AutoZone and ALLDATA agree to provide OMNIA partners its logo(s) to utilize in marketing communications and promotions.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

A. AutoZone agrees to proactively communicate sales deals and dedicated services to public sector agencies nationwide through local store staff, Regional Business Development Managers and Territory Sales Managers.
B. ALLDATA agrees to proactively communicate sales deals to public sector agencies nationwide through Regional Sales Managers and Business Solutions Managers.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

A. AutoZone agrees to conduct OMNIA Partners specific training with all Regional Business Development Managers and all 60 AutoZone regions to include regional sales teams (RMs/RCSMs/DMs/TSMs). Communicate knowledge and benefits of cooperative usage and provide OMNIA Connect portal training/credentials.
B. ALLDATA agrees to conduct OMNIA Partners specific training with all Regional Sales Manager and Business Solutions Managers Communicate knowledge and benefits of cooperative usage and provide OMNIA Connect portal training/credentials.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

A. AutoZone will assign a single point of contact for the OMNIA partners cooperative contract for all the above functional groups. Shant Aslan, shant.aslan@autozone.com (310) 901-1751.

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

- Shant Aslan – Business Development Manager Public Sector (single point contact)

National Account sales team has multiple layers to ensure response and coverage for customers of every size and demographic.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

A. AutoZone's sales force will have updated OMNIA Regional Manager (RM) listing to utilize for lead sharing and joint call activity when applicable. We will utilize OMNIA Connect portal to identify new opportunities and engage the OMNIA RMs when necessary. Share sales material and program updates on regular bases with OMNIA RMs.
B. ALLDATA sales force will have updated OMNIA Partners RM listing to utilize lead sharing and joint calls/visits with Business Solutions Managers when applicable. We will utilize OMNIA Partners portal to identify new opportunities and engage the OMNIA RMs when necessary. Share sales material and program updates with RMs as needed.

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

A. Assigned single point of contact to make certain all initiatives are executed and to assist in navigating the AutoZone sales force and functional teams.
B. Ongoing AutoZone's sales force engagement and collaboration with OMNIA RMs to communicate cooperative benefits to agencies.
C. AutoZone has established fast and easy process for new account set up, that requires no credit application to be filled out.
D. Distribute marketing material on regular bases to all agencies, to include new product updates (Line card) and monthly/quarterly deals and specials.
E. Highlight OMNIA Connect portal utilization, identify key participating agencies as leads for the sales force.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

A. AutoZone's total Public Sector agency sales for FY2021 were $24MM, below are the top 10 agencies from FY2021

Agency Name	Sales	Contact Name
CITY OF OXNARD PO7610 FLEET SERVICS DIV	$523,824.83	Cynthia Baughman
SOUTHWEST CAREER COLLEGE	$206,453.46	CHRIS ARRIOLA
CITY OF AUSTIN SERVICE CENTER #1	$162,668.45	VIRGINIA WHITAKER
WALLACE STATE COMMUNITY COLLEGE	$148,567.61	MARK BOLIN
CITY OF JACKSON N AZ	$137,491.34	DIANNA DAVIS
COUNTY OF HIDALGO SHERIFFS OFF	$109,634.46	MONICA HINOJOSA
POMONA UNIFIED SCHOOL DISTRICT	$100,346.76	NATHANIEL HOLT
CITY OF AUSTIN SERVICE CENTER #5	$ 89,420.92	TONY FIRKINS
CITY OF BARTLETT	$ 83,087.10	ANGELA MILLER
CITY OF SIOUX CITY	$ 82,926.28	DARREL BULLOCK

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

F. Electronic ordering through autozonepro.com account setup (AZPRO).
G. Electronic ordering through 3rd party punch out platforms.
H. Call to Store.
I. In Person ordering and pick up – ID requirements.
J. Invoicing options:
    a. PO requirements available
    b. Invoices hand delivered to shop with items.
    c. Daily/Monthly Invoice file email available.
    d. Invoice reprints/Statements available through AZPRO.
    e. Emailed statements

Payment Terms & acceptable payment methods:

D. AZPRO Bill Pay – Credit Card/Electronic Check
E. ACH/Single Use Credit Card
F. Checks

L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").
$_____.00 in year one
$_____.00 in year two
$_____.00 in year three
To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

A. AutoZone's intention will be to respond with the OMNIA partners cooperative contract agreement and pricing which is a very competitive proposal.
B. If competitive conditions require pricing lower than the standard agreement pricing, AutoZone may respond with a lower price and report sales as contract sales to OMNIA partners under the master agreement.

D&B Finance Analytics

LIVE REPORT

AUTOZONE, INC.

Tradestyle(s): AUTOZONE

ACTIVE HEADQUARTERS

D-U-N-S Number: 15-723-3511
Phone: +1 901-495-6500

Address: 123 S Front St, Memphis, TN, 38103, United States Of America
Web: www.autozone.com
Endorsement: carolyn.ward@autozone.com
Exclude from Portfolio Insight:

Summary

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name	Current Status	Details
PAYDEX®	76	6 days beyond terms
Highest Credit	50,000,000.00	Highest credit granted in the past 24 months.
Credit Limit - D&B Conservative	1,000,000.00	Based on profiles of other similar companies.
Credit Limit - D&B Aggressive	1,000,000.00	Based on profiles of other similar companies.
Delinquency Score Raw	571	Low to Moderate Risk of severe payment delinquency.
Delinquency Score	88	Low to Moderate Risk of severe payment delinquency.
Failure Score	10	Moderate to High Risk of severe financial stress.
D&B Viability Rating	2 6 A A	View More Details
Bankruptcy Found	N	
D&B Rating	--	Unavailable.

D&B RATING

Special Rating
--: Undetermined

Current Rating as of 03/24/2009

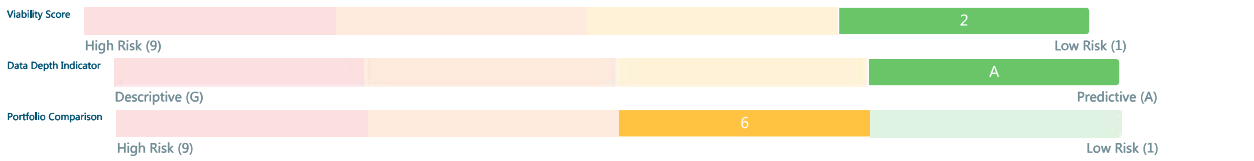
D&B MAX CREDIT RECOMMENDATION

MAXIMUM CREDIT RECOMMENDATION

US$ 6,000,000

The recommended limit is based on a low probability of severe delinquency.

VIABILITY RATING SUMMARY



Financial Data	Available
Trade Payments	Available: 3+Trade
Company Size	Large
Years in Business	Established

COMPANY PROFILE

D-U-N-S
15-723-3511

Legal Form
Corporation (US)

History Record
Clear

Date Incorporated
11/25/1991

State of Incorporation
NEVADA

Ownership
Public: AZO(NYS)

Mailing Address
PO Box 2198
Memphis, TN, 38101, UNITED STATES

Telephone
+1 901-495-6500

Website
www.autozone.com

Present Control Succeeded
1979

Annual Sales
12,631,967,000

Employees
100,000 (1,608 here)

Age (Year Started)
42 Years (1979)

Named Principal
William C Rhodes Iii, CHB-PRES

Line of Business
Ret auto/home supplies

SIC
55310103

NAICS
441310

PAYDEX® TREND CHART

This Company Industry Benchmark

STOCK PERFORMANCE

Symbol	Last Price	Change	% Change
AZO	1640.09	23.35 ↑	1.45%

History		Performance	
Daily High	164	Market Cap	35,335,224,584
Daily Low	163	P/E	18.0925
52-Week High	168	EPS	90.66
52-Week Low	108	Div/Yield	90.66

FRAUD RISK SCORE INFORMATION

No Fraud Risk Score is Available

WEB & SOCIAL POWERED BY FIRSTRAIN

- Raymond James Trust N.A. Buys 76 Shares of AutoZone, Inc. (NYSE:AZO) MR Modern Readers 06-Aug-2021
- Tectonic Advisors LLC Grows Stock Holdings in AutoZone, Inc. (NYSE:AZO) WKRB Financial News 04-Aug-2021
- IFM Investors Pty Ltd Has $4.41 Million Stock Holdings in AutoZone, Inc. (NYSE:AZO) MR Modern Readers 04-Aug-2021
- AutoZone, Inc. (NYSE:AZO) Shares Sold by State of Alaska Department of Revenue WKRB Financial News 01-Aug-2021
- Hohimer Wealth Management LLC Purchases 51 Shares of AutoZone, Inc. (NYSE:AZO) Dispatch Tribunal 31-Jul-2021
- AutoZone: Do-It-Yourself Profits Talk Markets 31-Jul-2021
- KB Financial Partners LLC Takes $69,000 Position in AutoZone, Inc. (NYSE:AZO) MR Modern Readers 31-Jul-2021
- AutoZone, Inc. (NYSE:AZO) Shares Bought by HM Payson & Co. Dispatch Tribunal 29-Jul-2021
- Schroder Investment Management Group Buys 30,754 Shares of AutoZone, Inc. (NYSE:AZO) Dispatch Tribunal 29-Jul-2021
- AutoZone (NYSE:AZO) Rating Lowered to Outperform at Raymond James WKRB Financial News 29-Jul-2021

Load More

LEGAL EVENTS

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	18	08/21/2020
Liens	0	-
Suits	102	06/28/2021
UCC	94	07/27/2021

OWNERSHIP

Subsidiaries	Branches	Total Members
20	5,993	6,164

This company is a Global Ultimate, Domestic Ultimate, Headquarters, Parent.

	Global Ultimate	Domestic Ultimate
Name	AUTOZONE, INC.	AUTOZONE, INC.
Country	UNITED STATES	UNITED STATES
D-U-N-S	15-723-3511	15-723-3511
Others	-	-

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Risk Assessment

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

HIGH	MODERATE-HIGH	MODERATE	LOW-MODERATE	LOW

MAXIMUM CREDIT RECOMMENDATION

US$ 6,000,000

The recommended limit is based on a low probability of severe delinquency.

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: STABLE CONDITION DUE TO LARGE BUSINESS SIZE
- Based on the predicted risk of business discontinuation: EXHIBITING SOME FINANCIAL STRESS
- Based on the predicted risk of severely delinquent payments: LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score
Compared to All US Businesses within the D&B Database:

- Level of Risk:**Low Risk**
- Businesses ranked 2 have a probability of becoming no longer viable: **2** %
- Percentage of businesses ranked 2: **4** %
- Across all US businesses, the average probability of becoming no longer viable:**14** %

Portfolio Comparison
Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment :**Available Financial Data**
- Level of Risk:**Moderate Risk**
- Businesses ranked 6 within this model segment have a probability of becoming no longer viable: **0.7** %
- Percentage of businesses ranked 6 with this model segment: **8** %
- Within this model segment, the average probability of becoming no longer viable:**0.6** %

Data Depth Indicator
Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:
Company Profile Details:

- Financial Data: **True**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Large: Employees:50+ or Sales: $500K+**
- Years in Business: **Established: 5+**

A

Financial Data	Trade Payments	Company Size	Years in Business
True	Available: 3+Trade	Large	Established

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE

10

High Risk (1) — Low Risk (100)

- Financial condition is rated unbalanced
- Low proportion of satisfactory payment experiences to total payment experiences
- High proportion of slow payment experiences to total number of payment experiences
- Negative change in net worth
- UCC Filings reported
- Evidence of open suits

Level of Risk	Raw Score	Probability of Failure	Average Probability of Failure for Businesses in D&B Database	Class
Moderate-High	1398	0.92 %	0.48	4

Business and Industry Trends

△ FAILURE SCORE ⬚ Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	10
Region:(EAST SOUTH CENTRAL)	43
Industry:GENERAL RETAIL	49
Employee range:(500+)	61
Years in Business:(26+)	77

DELINQUENCY SCOREFORMERLY COMMERCIAL CREDIT SCORE

88

High Risk (1) — Low Risk (100)

- Higher risk industry based on delinquency rates for this industry
- Evidence of open suits and judgments
- Proportion of slow payments in recent months

Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B Database	Class
Low-Moderate	571	1.76 %	10.2 %	2

Business and Industry Trends

△ DELINQUENCY SCORE ⬚ Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	88
Region:(EAST SOUTH CENTRAL)	47
Industry:GENERAL RETAIL	49
Employee range:	-
Years in Business:(26+)	85

D&B PAYDEX

76

High Risk (1) — Low Risk (100)

When weighted by amount, Payments to suppliers average 6 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78

D&B 3 MONTH PAYDEX

76

High Risk (1) — Low Risk (100)

Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 6 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78

Business and Industry Trends

5531 - Ret auto/home supplies

△ PAYDEX ⬚ Industry Lower Quartile ◯ Industry Median Quartile ✳ Industry Upper Quartile

D&B RATING

Current Rating as of 03/24/2009

Special Rating

-- : Undetermined

Previous Rating

Financial Strength	Risk Indicator
5A : US$ 50,000,000 and over in Net Worth or Equity	4 : Higher than Average Risk

History since 01/01/1991

Date Applied	D&B Rating
02/08/2005	5A4
11/30/2004	--
09/22/2003	5A4
11/09/1991	5A2
01/01/1991	5A3

Trade Payments

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour
6
Days Beyond Terms

% of Trade Within Terms
81%

Highest Past Due
US$ 2,000,000

Highest Now Owing:
US$ 50,000,000

Total Trade Experiences:
864
Largest High Credit:
US$ 50,000,000
Average High Credit:
US$ 588,237

Total Unfavorable Comments :
3
Largest High Credit:
US$ 2,500

Total Placed in Collections:
6
Largest High Credit:
US$ 0

D&B PAYDEX

When weighted by amount, Payments to suppliers average 6 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78

BUSINESS AND INDUSTRY TRENDS

Based on 24 months of data

5531 - Ret auto/home supplies

PAYDEX Industry Lower Quartile Industry Median Quartile Industry Upper Quartile

	9/19	10/19	11/19	12/19	1/20	2/20	3/20	4/20	5/20	6/20	7/20	8/20
This Business	77	78	77	77	78	78	77	77	77	77	77	77
Industry Quartile												
Upper	80	-	-	80	-	-	80	-	-	80	-	-
Median	79	-	-	78	-	-	78	-	-	78	-	-
Lower	74	-	-	73	-	-	74	-	-	73	-	-

	9/20	10/20	11/20	12/20	1/21	2/21	3/21	4/21	5/21	6/21	7/21	Current 2021
This Business	77	78	77	77	77	77	71	77	77	77	77	76
Industry Quartile												
Upper	80	-	-	80	-	-	80	-	-	80	-	-
Median	77	-	-	77	-	-	78	-	-	78	-	-
Lower	71	-	-	71	-	-	70	-	-	72	-	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	65	US$ 352,100,000	78
50,000 - 99,999	32	US$ 2,215,000	81
15,000 - 49,999	176	US$ 4,060,000	89
5,000 - 14,999	111	US$ 810,000	87
1,000 - 4,999	99	US$ 190,500	82
Less than 1,000	128	US$ 37,850	75

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

Collapse All | Expand All

Industry Category	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
17 - Construction - Special Trade Contractors	2	600,000	200	0	0	0	0
1721 - Paint/paper-hanging	1	600,000	100	0	0	0	0
1711 - Mechanical contractor	1	7,500	100	0	0	0	0
22 - Textile Mill Products	1	200,000	50	50	0	0	0
2297 - Mfg nonwoven fabrics	1	200,000	50	50	0	0	0
25 - Furniture and Fixtures	1	3,000,000	100	0	0	0	0
2542 - Mfg nonwd fixtures	1	3,000,000	100	0	0	0	0
26 - Paper and Allied Products	5	400,000	353	47	0	0	0
2677 - Mfg envelopes	2	7,500	53	47	0	0	0
2679 - Mfg converted paper	1	400,000	100	0	0	0	0
2631 - Paperboard mill	1	70,000	100	0	0	0	0
2621 - Paper mill	1	45,000	100	0	0	0	0
27 - Printing, Publishing and Allied Industries	5	95,000	200	100	0	50	50

2741 - Misc publishing	2	100	50	0	0	50	0
2759 - Misc coml printing	1	95,000	50	50	0	0	0
2711 - Newspaper-print/publ	1	15,000	0	50	0	0	50
2752 - Lithographic printing	1	10,000	100	0	0	0	0
28 - Chemicals and Allied Products	3	3,000,000	250	50	0	0	0
2812 - Mfg alkalies/chlorine	1	3,000,000	50	50	0	0	0
2891 - Mfg adhesives/sealant	1	1,000,000	100	0	0	0	0
2813 - Mfg industrial gases	1	750	100	0	0	0	0
29 - Petroleum Refining and Related Industries	6	7,000,000	95	5	0	0	0
2992 - Mfg lubricating oils	6	7,000,000	95	5	0	0	0
30 - Rubber and Miscellaneous Plastics Products	7	3,000,000	148	100	45	0	7
3011 - Mfg tires/inner tubes	5	65,000	48	0	45	0	7
3069 - Mfg fabricated rubber	1	3,000,000	50	50	0	0	0
3089 - Mfg misc plastic prdt	1	5,000	50	50	0	0	0
34 - Fabricated Metal Products except Machinery and Transportation Equipment	6	1,000,000	317	33	0	0	50
3491 - Mfg industrial valves	3	2,500	67	33	0	0	0
3423 - Mfg hand/edge tools	1	1,000,000	100	0	0	0	0
3442 - Mfg metal doors/trim	1	60,000	100	0	0	0	0
3499 - Mfg misc metal prdts	1	55,000	50	0	0	0	50
35 - Industrial and Commercial Machinery and Computer Equipment	10	2,000,000	250	156	43	0	51
3572 - Mfg computer storage	3	2,000,000	1	99	0	0	0
3585 - Mfg refrig/heat equip	3	250,000	99	0	0	0	1
3571 - Mfg computers	2	2,000,000	50	7	43	0	0
3534 - Mfg elevator/escaltrs	1	20,000	50	0	0	0	50
3531 - Mfg construction mach	1	5,000	50	50	0	0	0
36 - Electronic and other electrical equipment and components except computer equipment	6	50,000,000	435	65	0	0	0
3625 - Mfg relays/controls	2	95,000	85	15	0	0	0
3694 - Mfg elect engine eqpt	1	50,000,000	100	0	0	0	0
3648 - Mfg misc light equip	1	10,000,000	100	0	0	0	0
3692 - Mfg primary batteries	1	200,000	50	50	0	0	0
3699 - Mfg misc elect. equip	1	7,500	100	0	0	0	0
37 - Transportation Equipment	7	15,000,000	100	0	0	0	100
3714 - Mfg car parts	6	15,000,000	100	0	0	0	0
3724 - Mfg plane engine/part	1	100	0	0	0	0	100
38 - Measuring Analyzing and Controlling Instruments; Photographic Medical and Optical Goods; Watches and Clocks	2	500,000	75	0	0	0	25
3841 - Mfg medical instrmnt	2	500,000	75	0	0	0	25
42 - Motor Freight Transportation and Warehousing	17	1,000,000	73	26	101	0	0
4213 - Trucking non-local	16	1,000,000	73	26	1	0	0
4212 - Ltl truck-w/o storage	1	7,500	0	0	100	0	0
45 - Transportation by Air	1	90,000	100	0	0	0	0
4513 - Air courier service	1	90,000	100	0	0	0	0
47 - Transportation	5	7,500	0	86	0	0	14

Services							
4731 - Arrange cargo transpt	5	7,500	0	86	0	0	14
48 - Communications	21	10,000,000	250	17	0	0	33
4813 - Telephone communictns	15	10,000,000	100	0	0	0	0
4812 - Radiotelephone commun	4	35,000	100	0	0	0	0
4899 - Misc communictns svcs	2	5,000	50	17	0	0	33
49 - Electric, Gas and Sanitary Services	37	15,000	151	4	8	0	37
4911 - Electric services	25	10,000	80	4	8	0	8
4924 - Natural gas distrib	12	15,000	71	0	0	0	29
50 - Wholesale Trade - Durable Goods	47	10,000,000	1175	180	56	37	52
5084 - Whol industrial equip	7	65,000	11	88	0	1	0
5013 - Whol auto parts	6	10,000,000	98	2	0	0	0
5085 - Whol industrial suppl	5	100,000	100	0	0	0	0
5075 - Whol heating/ac equip	4	750,000	50	1	46	3	0
5031 - Whol lumber/millwork	4	7,500	61	39	0	0	0
5063 - Whol electrical equip	4	2,500	100	0	0	0	0
5014 - Whol tires/tubes	4	750	63	0	2	33	2
5065 - Whol electronic parts	3	700,000	100	0	0	0	0
5021 - Whol furniture	3	2,500	100	0	0	0	0
5045 - Whol computers/softwr	2	4,000,000	92	0	8	0	0
5044 - Whol office equipment	1	25,000	100	0	0	0	0
5033 - Whol roof/side/insul	1	5,000	100	0	0	0	0
5072 - Whol hardware	1	5,000	100	0	0	0	0
5012 - Whol motor vehicles	1	1,000	0	50	0	0	50
5083 - Whol farm/garden mach	1	50	100	0	0	0	0
51 - Wholesale Trade - Nondurable Goods	33	500,000	541	61	2	139	57
5141 - Whol general grocery	8	30,000	95	4	1	0	0
5169 - Whol chemicals	6	5,000	44	33	1	11	11
5199 - Whol nondurable goods	5	500,000	100	0	0	0	0
5113 - Whol service paper	5	10,000	76	24	0	0	0
5112 - Whol office supplies	4	1,000	54	0	0	0	46
5149 - Whol groceries	2	45,000	14	0	0	86	0
5172 - Whol petroleum prdts	2	2,500	58	0	0	42	0
5171 - Petroleum terminal	1	500	100	0	0	0	0
54 - Food Stores	2	500,000	100	0	0	0	0
5411 - Ret groceries	2	500,000	100	0	0	0	0
55 - Automotive Dealers and Gasoline Service Stations	9	65,000	96	33	33	0	38
5531 - Ret auto supplies	7	65,000	62	0	0	0	38
5541 - Gas service station	2	1,000	34	33	33	0	0
57 - Home Furniture Furnishings and Equipment Stores	2	2,500	100	0	0	0	0
5712 - Ret furniture	2	2,500	100	0	0	0	0
59 - Miscellaneous Retail	8	2,500	143	29	19	0	9
5943 - Ret stationery	5	2,500	75	6	19	0	0
5999 - Ret misc merchandise	3	250	68	23	0	0	9
60 - Depository Institutions	12	100,000	175	23	2	0	0
6021 - Natnl commercial bank	8	45,000	77	23	0	0	0
6022 - State commercial bank	4	100,000	98	0	2	0	0
61 - Nondepository Credit Institutions	23	50,000,000	148	50	2	0	0

6153 - Short-trm busn credit	15	50,000,000	50	50	0	0	0
6159 - Misc business credit	8	1,000,000	98	0	2	0	0
73 - Business Services	34	500,000	503	106	42	48	1
7361 - Employment agency	10	70,000	81	9	9	0	1
7389 - Misc business service	7	500,000	100	0	0	0	0
7374 - Data processing svcs	6	100,000	26	46	28	0	0
7363 - Help supply service	4	100,000	94	1	5	0	0
7372 - Prepackaged software	3	300,000	50	50	0	0	0
7359 - Misc equipment rental	3	15,000	52	0	0	48	0
7311 - Advertising agency	1	100	100	0	0	0	0
75 - Automotive Repair, Services and Parking	10	50,000,000	300	55	145	0	0
7538 - General auto repair	3	50,000,000	100	0	0	0	0
7513 - Truck rental/leasing	3	65,000	53	0	47	0	0
7514 - Passenger car rental	2	15,000	47	5	48	0	0
7539 - Misc auto repair	1	10,000	0	50	50	0	0
7536 - Auto glass shop	1	5,000	100	0	0	0	0
87 - Engineering Accounting Research Management and Related Services	6	60,000	141	50	9	0	0
8721 - Accounting services	5	60,000	91	0	9	0	0
8734 - Testing laboratory	1	55,000	50	50	0	0	0
91 - Executive Legislative and General Government except Finance	53	95,000	400	0	0	0	0
9111 - Executive office	48	95,000	100	0	0	0	0
9131 - Exec/legislative offc	3	10,000	100	0	0	0	0
9199 - Misc general gov't	1	10,000	100	0	0	0	0
9121 - Legislative body	1	2,500	100	0	0	0	0
93 - Public Finance Taxation and Monetary Policy	204	100,000	96	4	0	0	0
9311 - Public finance	204	100,000	96	4	0	0	0
94 - Administration of Human Resource Programs	3	20,000	100	0	0	0	0
9431 - Admin public health	3	20,000	100	0	0	0	0
96 - Administration of Economic Programs	5	500	57	43	0	0	0
9611 - Admin economic prgm	5	500	57	43	0	0	0
99 - Nonclassifiable Establishments	25	10,000,000	34	19	0	47	0
9999 - Nonclassified	25	10,000,000	34	19	0	47	0

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
07/21	Pays Promptly	-	3,000,000	1,000,000	250,000	1
07/21	Pays Prompt to Slow 30+	-	8,000,000	3,000,000	250,000	1
06/21	Pays Promptly	-	50,000,000	50,000,000	0	1
06/21	Pays Promptly	-	700,000	300,000	45,000	1
06/21	Pays Promptly	N30	100,000	100,000	50,000	1
06/21	Pays Promptly	-	60,000	20,000	2,500	1
06/21	Pays Promptly	-	60,000	30,000	0	1
06/21	Pays Promptly	-	45,000	0	0	1
06/21	Pays Promptly	-	35,000	0	0	1
06/21	Pays Promptly	-	35,000	0	0	1
06/21	Pays Promptly	-	35,000	250	0	1
06/21	Pays Promptly	-	30,000	0	0	1
06/21	Pays Promptly	-	25,000	25,000	0	1
06/21	Pays Promptly	-	20,000	15,000	0	1
06/21	Pays Promptly	-	15,000	0	0	Between 2 and 3 Months
06/21	Pays Promptly	-	10,000	10,000	0	1
06/21	Pays Promptly	-	10,000	5,000	0	1
06/21	Pays Promptly	-	7,500	0	0	1
06/21	Pays Promptly	-	7,500	0	0	1
06/21	Pays Promptly	-	7,500	5,000	0	1
06/21	Pays Promptly	-	7,500	0	0	1
06/21	Pays Promptly	-	5,000	2,500	0	1
06/21	Pays Promptly	N30	5,000	0	0	Between 2 and 3 Months
06/21	Pays Promptly	-	2,500	0	0	Between 2 and 3 Months
06/21	Pays Promptly	-	2,500	2,500	0	-
06/21	Pays Promptly	-	2,500	500	0	1
06/21	Pays Promptly	-	2,500	2,500	0	1
06/21	Pays Promptly	-	2,500	1,000	0	1
06/21	Pays Promptly	-	2,500	0	0	Between 2 and 3 Months
06/21	Pays Promptly	-	2,500	0	0	Between 2 and 3 Months

06/21	Pays Promptly	N30	2,500	0	0	Between 6 and 12 Months
06/21	Pays Promptly	N30	2,500	2,500	0	1
06/21	Pays Promptly	-	2,500	2,500	0	1
06/21	Pays Promptly	-	1,000	1,000	0	-
06/21	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
06/21	Pays Promptly	-	1,000	1,000	0	-
06/21	Pays Promptly	-	1,000	500	0	1
06/21	Pays Promptly	-	1,000	1,000	0	-
06/21	Pays Promptly	-	750	750	0	1
06/21	Pays Promptly	-	750	0	0	Between 6 and 12 Months
06/21	Pays Promptly	-	750	0	0	Between 6 and 12 Months
06/21	Pays Promptly	-	750	500	0	1
06/21	Pays Promptly	-	500	0	0	Between 4 and 5 Months
06/21	Pays Promptly	-	500	0	0	Between 4 and 5 Months
06/21	Pays Promptly	-	250	100	0	1
06/21	Pays Promptly	-	250	0	0	Between 2 and 3 Months
06/21	Pays Promptly	-	100	0	0	Between 2 and 3 Months
06/21	Pays Promptly	-	100	100	0	1
06/21	Pays Promptly	-	50	0	0	Between 2 and 3 Months
06/21	Pays Promptly	-	50	50	0	1
06/21	Pays Promptly	-	50	0	0	Between 2 and 3 Months
06/21	Pays Promptly	-	50	50	0	1
06/21	Pays Promptly	-	50	0	0	Between 2 and 3 Months
06/21	Pays Promptly	-	50	0	0	1
06/21	Pays Promptly	-	50	0	0	Between 2 and 3 Months
06/21	Pays Promptly	-	50	50	0	1
06/21	Pays Promptly	-	50	0	0	Between 6 and 12 Months
06/21	Pays Promptly	-	50	0	0	Between 6 and 12 Months
06/21	Pays Prompt to Slow 15+	-	7,500	750	0	1
06/21	Pays Prompt to Slow 15+	-	2,500	0	0	Between 6 and 12 Months
06/21	Pays Prompt to Slow 30+	-	100,000	75,000	75,000	1
06/21	Pays Prompt to Slow 30+	-	30,000	0	0	1
06/21	Pays Prompt to Slow 60+	-	250	0	0	Between 6 and 12 Months
06/21	Pays Prompt to Slow 90+	-	50	50	50	1
06/21	Pays Prompt to Slow 240+	-	5,000	1,000	1,000	1
06/21	Pays Slow 15+	-	250	0	0	Between 6 and 12 Months
06/21	Pays Slow 30+	N30	100	100	100	1
06/21	Pays Slow 30+	-	50	0	0	Between 6 and 12 Months
06/21	Pays Slow 30-60+	-	45,000	45,000	45,000	-
06/21	Pays Slow 30-90+	-	50	50	50	1
06/21	Pays Slow 120+	-	2,500	2,500	2,500	-
06/21	Pays Slow 120+	-	250	250	250	-
06/21	-	Cash account	0	0	0	Between 4 and 5 Months
05/21	payment-status-discount	-	15,000	10,000	0	1
05/21	Pays Promptly	-	25,000	20,000	0	1
05/21	Pays Promptly	-	20,000	15,000	0	1
05/21	Pays Promptly	-	15,000	0	0	1
05/21	Pays Promptly	-	15,000	0	0	1
05/21	Pays Promptly	-	15,000	0	0	1
05/21	Pays Promptly	-	10,000	10,000	0	1

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experience	Total Amount
Cash experiences	228	US$ 196,800
Payment record unknown	9	US$ 105,950
Unfavorable comments	3	US$ 4,250
Placed for collections	6	US$ 0
Total in D&B's file	864	US$ 359,620,350

Corporate Linkage

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DOMESTIC ULTIMATE

Company	City , State	D-U-N-S® NUMBER
AUTOZONE, INC.	MEMPHIS , Tennessee	15-723-3511

SUBSIDIARIES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
ALLDATA LLC	ELK GROVE , California	15-082-1502
AUTOZONE PARTS, INC.	MEMPHIS , Tennessee	16-910-5132
AUTOZONE STORES LLC	SOCORRO , New Mexico	17-589-4992
AUTOZONE DEVELOPMENT CORPORATION	MEMPHIS , Tennessee	83-167-6346
AUTOZONE TEXAS, L.P.	MEMPHIS , Tennessee	61-644-8945
AUTOZONE.COM, INC.	MEMPHIS , Tennessee	08-135-3524
RIVERSIDE CAPTIVE INSURANCE COMPANY	PHOENIX , Arizona	78-680-1584
AUTOZONE PUERTO RICO, INC.	MEMPHIS , Tennessee	11-726-7099
AUTOZONE NORTHEAST LLC	MEMPHIS , Tennessee	11-726-7100
AUTOZONE WEST LLC	MEMPHIS , Tennessee	11-731-9291

SUBSIDIARIES (INTERNATIONAL)

Company	City , Country or Region	D-U-N-S® NUMBER
Datazone, S. de R.L. de C.V.	MONTERREY , MEXICO	81-257-0963
Autozone de México, S. de R.L. de C.V.	MONTERREY , MEXICO	81-257-1016
AUTOZONE DE MEXICO SUCURSAL 7111	SAN PEDRO CHOLULA , MEXICO	81-284-5318
AUTOZONE DE MEXICO SUCURSAL 7314	TOLUCA DE LERDO , MEXICO	81-284-6287
AUTOPARTES MEXICO	LEON , MEXICO	81-286-0563

AUTOPARTES MEXICO	LEON , MEXICO	81-286-9567
Service Zone, S. de R.L. de C.V.	MONTERREY , MEXICO	81-286-9618
Data Zone de México, S. de R.L. de C.V.	CHIHUAHUA , MEXICO	81-286-9626
AUTOZONE DE MEXICO SUCURSAL 7378	TLALNEPANTLA DE BAZ , MEXICO	81-287-1658
AUTOZONE DE MEXICO SUCURSAL 7508	CHALCO , MEXICO	95-141-4814
AUTOZONE DE MÉXICO SUCURSAL 7336	VERACRUZ , MEXICO	95-142-1768

BRANCHES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
AUTOZONE, INC.	SANFORD , Maine	00-160-3179
AUTOZONE, INC.	BEAVER DAM , Wisconsin	00-204-9083
AUTOZONE, INC.	GAINESVILLE , Georgia	00-185-3766
AUTOZONE, INC.	SAINT MARYS , Pennsylvania	00-285-0332
AUTOZONE, INC.	STAMFORD , Connecticut	00-262-7177
AUTOZONE, INC.	HIALEAH , Florida	00-253-4001
AUTOZONE, INC.	ENFIELD , Connecticut	00-285-5430
AUTOZONE, INC.	NEW LONDON , Connecticut	00-285-5448
AUTOZONE, INC.	NORFOLK , Nebraska	00-269-1926
AUTOZONE, INC.	BURLINGTON , Iowa	00-352-5511
AUTOZONE, INC.	MAGNA , Utah	00-340-9641
AUTOZONE, INC.	RICHMOND , California	00-337-2591
AUTOZONE, INC.	CLINTON , Illinois	00-339-9891
AUTOZONE, INC.	JOHNSTOWN , Pennsylvania	00-431-9849
AUTOZONE, INC.	LAS VEGAS , Nevada	00-485-9828
AUTOZONE, INC.	NEW KENSINGTON , Pennsylvania	00-438-6384
AUTOZONE, INC.	MILFORD , Ohio	00-474-1443
AUTOZONE, INC.	ARKADELPHIA , Arkansas	00-530-1358
AUTOZONE, INC.	LEAVENWORTH , Kansas	00-535-7897
AUTOZONE, INC.	WILMINGTON , Delaware	00-670-1952
AUTOZONE, INC.	WILMINGTON , Delaware	00-670-1994
AUTOZONE, INC.	FARMINGTON HILLS , Michigan	00-696-4758
AUTOZONE, INC.	DETROIT , Michigan	00-749-9820
AUTOZONE, INC.	WINNFIELD , Louisiana	00-776-2342
AUTOZONE, INC.	TEMECULA , California	00-764-4768

This list is limited to the first 25 branches.

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Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	18 Latest Filing: 08/21/2020	0 Latest Filing: -	102 Latest Filing: 06/28/2021	94 Latest Filing: 07/27/2021

EVENTS

Judgement - Court Judgement

Filing Date	08/21/2020
Filing Number	82D051912SC008675
Status	Unsatisfied
Date Status Attained	08/21/2020
Received Date	08/28/2020

Award	US$ 849
Debtors	AUTO ZONE, EVANSVILLE, IN
Creditors	MIDWEST ENDODONICS
Court	VANDERBURGH COUNTY SUPERIOR COURT, EVANSVILLE, IN

Judgement - Court Judgement

Filing Date	12/17/2019
Filing Number	DC 016299 19
Status	Unsatisfied
Date Status Attained	12/17/2019
Received Date	12/23/2019
Award	US$ 14,982
Debtors	AUTO ZONE, HACKENSACK, NJ
Creditors	FERRO GIUSEPPE, WASHINGTON, NJ
Court	SPECIAL CIVIL/SMALL CLAIMS COURT OF BERGEN COUNTY, HACKENSACK, NJ

Judgement - Court Judgement

Filing Date	08/13/2019
Filing Number	SC 000794 19
Status	Unsatisfied
Date Status Attained	08/13/2019
Received Date	08/20/2019
Award	US$ 2,068
Debtors	AUTOZONE
Creditors	CORCINO MIGUEL, EDISON, NJ
Court	MIDDLESEX COUNTY SPECIAL CIVIL/SMALL CLAIMS COURT, EDISON, NJ

Judgement - Court Judgement

Filing Date	01/10/2019
Filing Number	DJ 005231 19
Status	Unsatisfied
Date Status Attained	01/10/2019
Received Date	01/27/2019
Award	US$ 5,572
Debtors	AUTO ZONE INC, PENNSAUKEN, NJ
Debtors	and OTHERS
Creditors	SELECTIVE CASUALTY INSURANCE, BRANCHVILLE, NJ
Creditors	SELECTIVE CASUALTY INSURANCE COMPANY, BRANCHVILLE, NJ
Creditors	CITY OF CLIFTON SB, BRANCHVILLE, NJ
Court	SUPERIOR COURT OF NEW JERSEY, TRENTON, NJ

Judgement - Court Judgement

Filing Date	12/21/2018
Filing Number	DC 008393 18
Status	Unsatisfied
Date Status Attained	12/21/2018
Received Date	01/27/2019
Award	US$ 5,572
Debtors	AUTO ZONE, INC., PENNSAUKEN, NJ
Debtors	and OTHERS
Creditors	SELECTIVE CASUALTY INSURANCE, BRANCHVILLE, NJ
Creditors	SELECTIVE CASUALTY INSURANCE COMPANY, BRANCHVILLE, NJ
Court	PASSAIC COUNTY SPECIAL CIVIL/SMALL CLAIMS COURT, PATERSON, NJ

Judgement - Court Judgement

Filing Date	12/05/2018
Filing Number	18 CVM 026998
Status	Unsatisfied

Date Status Attained	12/05/2018
Received Date	12/26/2018
Award	US$ 100
Debtors	AUTOZONE INC., CHARLOTTE, NC
Creditors	REGINA BOSTON
Court	MECKLENBURG COUNTY CLERK OF SUPERIOR COURT, CHARLOTTE, NC

Judgement - Court Judgement

Filing Date	05/07/2018
Filing Number	1231648
Status	Unsatisfied
Date Status Attained	05/07/2018
Received Date	06/22/2018
Award	US$ 1,818
Debtors	AUTO ZONE, INC.
Debtors	and OTHERS
Creditors	BEST CHOICE ROOFING
Court	SUMNER COUNTY RECORDER OF DEEDS, GALLATIN, TN

Judgement - Court Judgement

Filing Date	11/07/2017
Filing Number	17M5 5710
Status	Unsatisfied
Date Status Attained	11/07/2017
Received Date	12/05/2017
Award	US$ 3,462
Debtors	AUTOZONE, CRESTWOOD, IL
Creditors	AUTOWORX SERVICE CENTER
Court	COOK COUNTY CIRCUIT COURT/5TH MUNICIPAL DIVISION, OAK LAWN, IL

Judgement - Court Judgement

Filing Date	10/23/2017
Filing Number	SC 001777 17
Status	Unsatisfied
Date Status Attained	10/23/2017
Received Date	10/30/2017
Award	US$ 2,514
Debtors	AUTO ZONE, BERGENFIELD, NJ
Creditors	HUNG JOHN, TENAFLY, NJ
Court	SPECIAL CIVIL/SMALL CLAIMS COURT OF BERGEN COUNTY, HACKENSACK, NJ

Judgement - Court Judgement

Filing Date	07/13/2017
Filing Number	DC 000367 17
Status	Unsatisfied
Date Status Attained	07/13/2017
Received Date	07/17/2017
Award	US$ 15,000
Debtors	AUTO ZONE INC, NORTH BRUNSWICK, NJ
Creditors	MILLER CHRISTOPH
Court	MIDDLESEX COUNTY SPECIAL CIVIL/SMALL CLAIMS COURT, EDISON, NJ

Suit

Filing Date	06/28/2021
Filing Number	21CV004032
Status	Pending
Date Status Attained	06/28/2021
Received Date	07/22/2021

Plaintiffs	WRIGHT LUCIEN
Defendant	AUTOZONE INC
Defendant	AND OTHERS
Court	FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OH

Suit

Filing Date	06/14/2021
Filing Number	2021CV00834
Status	Pending
Date Status Attained	06/14/2021
Received Date	07/22/2021
Plaintiffs	NEWMAN COREY J
Defendant	AUTOZONE INC
Defendant	AND OTHERS
Court	STARK COUNTY COMMON PLEAS COURT, CANTON, OH

Suit

Filing Date	06/07/2021
Filing Number	A2101938
Status	Pending
Date Status Attained	06/07/2021
Received Date	06/24/2021
Plaintiffs	HARO NELLIE
Defendant	AUTOZONE INC
Court	HAMILTON COUNTY COMMON PLEAS COURT, CINCINNATI, OH

Suit

Filing Date	12/29/2020
Filing Number	202001201640
Status	Pending
Date Status Attained	12/29/2020
Received Date	01/01/2021
Plaintiffs	FORTUNE, MARK, PHILADELPHIA, PA
Defendant	AUTOZONE STORE NO 5291, PHILADELPHIA, PA
Defendant	AUTOZONE INC
Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Suit

Filing Date	12/29/2020
Filing Number	202001201640
Status	Pending
Date Status Attained	12/29/2020
Received Date	01/01/2021
Plaintiffs	FORTUNE, MARK, PHILADELPHIA, PA
Defendant	AUTOZONE STORE NO 5291, PHILADELPHIA, PA
Defendant	AUTOZONE INC
Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Suit

Filing Date	12/02/2020
Filing Number	03-SM-2020-000514.00
Status	Pending
Date Status Attained	12/02/2020
Received Date	12/15/2020
Amount	US$ 6,000
Plaintiffs	DICKERSON BERNADETTE, MONTGOMERY, AL
Defendant	AUTO ZONE CORPORATION, MONTGOMERY, AL
Court	MONTGOMERY COUNTY SMALL CLAIMS COURT, MONTGOMERY, AL

Suit

Filing Date	11/24/2020
Filing Number	A2004126
Status	Pending
Date Status Attained	11/24/2020
Received Date	12/24/2020
Plaintiffs	STEVENS DANIEL E
Defendant	AUTOZONE INC
Court	HAMILTON COUNTY COMMON PLEAS COURT, CINCINNATI, OH

Suit

Filing Date	10/12/2020
Filing Number	202065029
Status	Pending
Date Status Attained	10/12/2020
Received Date	10/19/2020
Plaintiffs	KHAN, CHRISTOPHER
Defendant	AUTOZONE INC
Court	HARRIS COUNTY CIVIL DISTRICT COURT, HOUSTON, TX

Suit

Filing Date	09/14/2020
Filing Number	202000900426
Status	Pending
Date Status Attained	09/14/2020
Received Date	09/18/2020
Cause	Negligence
Plaintiffs	BURTON, RICARDO, PHILADELPHIA, PA
Defendant	AUTOZONE INC., PHILADELPHIA, PA
Defendant	AND OTHERS
Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Suit

Filing Date	09/04/2020
Filing Number	202000803047
Status	Pending
Date Status Attained	09/04/2020
Received Date	09/11/2020
Cause	Negligence
Plaintiffs	BRAXTON, CRAIG, AIRMONT, NY
Defendant	AUTOZONE, PHILADELPHIA, PA
Defendant	AND OTHERS
Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

UCC Filing - Original

Filing Date	04/15/2020
Filing Number	X20034714-6
Received Date	05/08/2020
Collateral	Equipment and proceeds
Secured Party	SNAP-ON CREDIT LLC, LIBERTYVILLE, IL
Debtors	BUSH, TROY, WAUKEE, IA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA

UCC Filing - Original

Filing Date	04/03/2020
Filing Number	2004035396682
Received Date	04/21/2020
Collateral	Inventory and proceeds

Secured Party	MIDLAND STATES BANK, ATLANTA, GA
Debtors	AGUILAR, BRYAN A., CORONA, NY
Filing Office	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY

UCC Filing - Original

Filing Date	11/15/2019
Filing Number	190043388561
Received Date	11/19/2019
Collateral	Equipment and proceeds
Secured Party	SOLAR MOSAIC, INC, OAKLAND, CA
Debtors	TARIN JR, FRED, EL PASO, TX
Filing Office	SECRETARY OF STATE/UCC DIVISION, AUSTIN, TX

UCC Filing - Original

Filing Date	10/29/2019
Filing Number	19-7540000
Received Date	12/17/2019
Collateral	Equipment and proceeds
Secured Party	SNAP-ON CREDIT LLC, LIBERTYVILLE, IL
Debtors	BABB, DONALD, GUNTERSVILLE, AL
Filing Office	SECRETARY OF STATE/UCC DIVISION, MONTGOMERY, AL

UCC Filing - Continuation

Filing Date	10/02/2019
Filing Number	1977380061
Received Date	10/03/2019
Original Filing Date	03/26/2015
Original Filing Number	157456589898
Secured Party	NMTC INC D/B/A MATCO TOOLS, STOW, OH
Debtors	MAYNE, ROMAN, SAN DIEGO, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

UCC Filing - Original

Filing Date	09/20/2018
Filing Number	9718067502-3
Received Date	11/02/2018
Collateral	Equipment and proceeds
Secured Party	SNAP-ON CREDIT LLC, LIBERTYVILLE, IL
Debtors	DEWEY, AARON, OMAHA, NE
Filing Office	SECRETARY OF STATE/UCC DIVISION, LINCOLN, NE

UCC Filing - Original

Filing Date	09/13/2018
Filing Number	18-7460092
Received Date	10/12/2018
Collateral	Equipment and proceeds
Secured Party	SNAP-ON CREDIT LLC, LIBERTYVILLE, IL
Debtors	THOMAS, KENNETH, WETUMPKA, AL
Filing Office	SECRETARY OF STATE/UCC DIVISION, MONTGOMERY, AL

UCC Filing - Original

Filing Date	10/26/2017
Filing Number	427715477
Received Date	12/01/2017
Collateral	Equipment and proceeds
Secured Party	SNAP-ON CREDIT LLC, LIBERTYVILLE, IL
Debtors	COPELAND, BILLY, SAVANNAH, TN
Filing Office	SECRETARY OF STATE/UCC DIVISION, NASHVILLE, TN

UCC Filing - Original

Filing Date	03/26/2015
Filing Number	157456589898
Received Date	04/14/2015
Collateral	All Equipment
Secured Party	NMTC INC D/B/A MATCO TOOLS, STOW, OH
Debtors	MAYNE, ROMAN, SAN DIEGO, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

UCC Filing - Original

Filing Date	03/25/2015
Filing Number	2015039830-7
Received Date	04/28/2015
Collateral	Inventory and proceeds - Equipment and proceeds
Secured Party	ROWLEY BROTHERS, INC., BAY CITY, MI
Secured Party	ROWLEYS WHOLESALE, BAY CITY, MI
Debtors	AUTOZONE, INC.
Filing Office	UNIFORM COMMERCIAL CODE SECTION, LANSING, MI

UCC Filing - Original

Filing Date	09/29/2011
Filing Number	117286261478
Received Date	10/06/2011
Collateral	All Negotiable instruments including proceeds and products - All Inventory including proceeds and products - All Account(s) including proceeds and products - All Timber including proceeds and products - and OTHERS
Secured Party	HABIB AMERICAN BANK, NEW YORK, NY
Debtors	HERRERA AUTO SALES, LLC, LOS ANGELES, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

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There are additional UCC's in D&B's file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your PPP for D&Bi contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

Special Events

SPECIAL EVENTS

Date	Event Description
05/29/2021	EARNINGS UPDATE: According to published reports, comparative operating results for the 36 weeks ended May 8, 2021: Sales of $9,716,101,000, Net Income of $1,384,543,000; compared to Sales of $8,085,999,000, Net Income of $992,515,000 for the comparable period in the prior year.
03/04/2021	EARNINGS UPDATE: According to published reports, comparative operating results for the 24 weeks ended February 13, 2021: Sales of $6,065,078,000, Net Income of $788,379,000; compared to Sales of $5,306,700,000, Net Income of $649,620,000 for the comparable period in the prior year.

Financials - D&B

Financials

FINANCIAL STATEMENT COMPARISON

	Fiscal Consolidated 08/29/2020 In Thousands	Fiscal Consolidated 08/31/2019 In Thousands	Fiscal Consolidated 08/25/2018 In Thousands	Last 3 years
Current Assets	6,811,872	5,028,685	4,635,869	
Total Current Liabilities	6,283,091	5,512,141	5,028,681	
Tangible Net Worth	(877,977)	(1,713,851)	(1,520,355)	
Sales	12,631,967	11,863,743	11,221,077	
Net Income	1,732,972	1,617,221	1,337,536	
Current Ratio	1.08	0.91	0.92	
Working Capital	528,781	(483,456)	(392,812)	
Other Assets	7,612,000	4,867,228	4,711,111	
Long Term Liabilities	9,018,758	6,097,623	5,838,654	

* = In Single Units

STATEMENT INFORMATION

Profit And Loss Information From AUG 30 2020 to MAY 08 2021 sales $9,716,101,000; cost of goods sold $4,566,155,000. Gross profit $5,149,946,000; operating expenses $3,249,449,000. Operating income $1,900,497,000; other expenses $137,217,000; net income before taxes $1,763,280,000; Federal income tax $378,737,000; net income $1,384,543,000.

Source Information	Statement obtained from Securities And Exchange Commission. Prepared from statement(s) by Accountant: Ernst & Young LLP.
Statement Explanation	Explanations: The net worth of this company includes intangibles; Other Long Term Liabilities consist of deferred income taxes and other long-term liabilities.

Financials

LATEST FINANCIAL STATEMENT

Balance Sheet 05/08/2021

Assets

Current Assets	Interim 05/08/2021
Marketable Securities	USD 4,665,477
Accounts Receivable	USD 359,669
Cash	USD 975,646
Other Current Assets	USD 223,604
Total Current Assets	USD 6,224,396

Long Term Assets	Interim 05/08/2021
Property, Plant, Fixtures & Equipment	USD 4,683,149
Goodwill	USD 302,645
Deferred Income Taxes	USD 30,366
Other long term assets	USD 202,544
Operating Lease Right-Of-Use Assets	USD 2,694,846
Total Assets	USD 14,137,946

Liabilities

Total Current Liabilities	Interim 05/08/2021
Taxes	USD 94,268
Accruals	USD 884,377
Operating Lease Liabilities	USD 256,382
Accounts Payable	USD 5,778,222
Total Current Liabilities	USD 7,013,249

Long Term Liabilities	Interim 05/08/2021
ACCUM OTHER COMPREHENSIVE LOSS	(USD 304,382)
TREASURY STOCK	(USD 1,635,621)
Common Stock	USD 229
Operating Lease Liabilities-Net	USD 2,594,506
Other Long Term Liabilities	USD 1,025,687
Long-Term Debt	USD 5,267,896
Retained Earnings	(USD 1,205,600)
Additional Paid In Capital / Capital Surplus	USD 1,381,982
Total Liabilities & Net Worth	USD 14,137,946

Financial Ratios

BALANCE SHEET

Solvency Ratios	Fiscal Consolidated 08/29/2020	Fiscal Consolidated 08/31/2019	Fiscal Consolidated 08/25/2018
Current Ratio	1.08	0.91	0.92
Quick Ratio	0.34	0.09	0.09
Current Liabilities to Net Worth (%)	(715.63)	(321.62)	(330.76)
Total Liabilities/Net Worth (%)	(1,742.85)	(677.41)	(714.79)
Current Liabilities to Inventory (%)	140.46	127.62	127.51
Fixed Assets to Net Worth (%)	(807.64)	(256.66)	(277.46)
Cash Ratio	0.28	0.03	0.04

Efficiency Ratios	Fiscal Consolidated 08/29/2020	Fiscal Consolidated 08/31/2019	Fiscal Consolidated 08/25/2018
Accounts Payable to Sales Ratio	0.48	0.46	0.45
Sales to Working Capital Ratio	23.89	(24.54)	(28.57)
Sales To Inventory (%)	282.39	274.68	284.53
Assets/Sales	114.19	83.41	83.3
ROCE (%)	29.7	50.55	41.93

Profitability Ratios	Fiscal Consolidated 08/29/2020	Fiscal Consolidated 08/31/2019	Fiscal Consolidated 08/25/2018
Return On Net Worth (%)	(197.38)	(94.36)	(87.98)
Return on Assets (%)	12.01	16.34	14.31
Return on Sales (%)	19.14	18.68	16.14
Gross Profit Margin (%)	53.6	53.65	53.24
Operating Margin (%)	19.14	18.68	16.14
Pre-Tax Profit Margin (%)	17.55	17.12	14.58
Profit Margin (%)	13.72	13.63	11.92
Pre-Tax Return on Equity (%)	(252.46)	(118.52)	(107.63)
After Tax Return on Equity (%)	(197.38)	(94.36)	(87.98)
Operating Income to Interest Ratio	12.02	11.99	10.38

Leverage Ratios	Fiscal Consolidated 08/29/2020	Fiscal Consolidated 08/31/2019	Fiscal Consolidated 08/25/2018
EBITDA to EBIT Ratio	1.17	1.17	1.2
Debt to Income Ratio	8.83	7.18	8.12
Debt to Equity Ratio	(17.43)	(6.77)	(7.15)
Equity Ratio (%)	(6.09)	(17.32)	(16.27)
Interest Coverage Ratio	12.02	11.99	10.38
Interest Coverage to EBITDA Ratio	14.05	14.04	12.4

Income Statement

	Fiscal Consolidated 08/29/2020	Fiscal Consolidated 08/31/2019	Fiscal Consolidated 08/25/2018	Last 3 years
Sales (Revenue)	12,631,967,000	11,863,743,000	11,221,077,000	
Cost of Revenue	5,861,214,000	5,498,742,000	5,247,331,000	
Gross Profit	**6,770,753,000**	**6,365,001,000**	**5,973,746,000**	
Sales and General Admin	4,353,074,000	4,148,864,000	4,162,890,000	
Research and Development Expense	-	-	-	-
Non-Recurring Expenses	-	-	-	-
Other Operating Items	-	-	-	-
Operating Income	2,417,679,000	2,216,137,000	1,810,856,000	
Net Total Other Income and Expenses	-	-	-	-
Earnings Before Interest and Taxes	2,417,679,000	2,216,137,000	1,810,856,000	
Interest Expense	201,165,000	184,804,000	174,527,000	
Earnings Before Tax	2,216,514,000	2,031,333,000	1,636,329,000	
Income Tax Expense	483,542,000	414,112,000	298,793,000	
Equity Earnings or Loss	-	-	-	-
Minority Interest Expense	-	-	-	-
Net Income from Continuing Operations	1,732,972,000	1,617,221,000	1,337,536,000	
Discontinued Operations	-	-	-	-
Effect of Accounting Changes	-	-	-	-
Extraordinary Items	-	-	-	-
Net Income	**1,732,972,000**	**1,617,221,000**	**1,337,536,000**	
Preferred Stocks & Other Adjustments	-	-	-	-
Net Income Applicable to Common Shares	1,732,972,000	1,617,221,000	1,337,536,000	

Balance Sheet

FINANCIAL STATEMENT COMPARISON

Assets	Fiscal Consolidated 08/29/2020	Fiscal Consolidated 08/31/2019	Fiscal Consolidated 08/25/2018	Trends
Cash and Cash Equivalents	1,750,815,000	176,300,000	217,824,000	
Short Term Investments	-	-	-	-
Net Trade Receivables	364,774,000	308,995,000	258,136,000	
Inventory	4,473,282,000	4,319,113,000	3,943,670,000	
Other Current Assets	223,001,000	224,277,000	216,239,000	
Total Current Assets	**6,811,872,000**	**5,028,685,000**	**4,635,869,000**	
Fixed Assets	7,090,898,000	4,398,751,000	4,218,400,000	
Long Term Investments	-	-	-	-
Deferred Long Term Asset Charges	27,843,000	26,861,000	34,620,000	
Other Assets	190,614,000	138,971,000	155,446,000	
Goodwill	302,645,000	302,645,000	302,645,000	
Total Assets	**14,423,872,000**	**9,895,913,000**	**9,346,980,000**	
Accumulated Amortization	-	-	-	-
Intangible Assets	0	0	0	-

Liabilities	Fiscal Consolidated 08/29/2020	Fiscal Consolidated 08/31/2019	Fiscal Consolidated 08/25/2018	Trends
Accounts Payable	6,059,245,000	5,512,141,000	5,028,681,000	
Short Term and Current Long Term Debt	-	-	-	-
Other Current Liabilities	223,846,000	0	-	-
Total Current Liabilities	**6,283,091,000**	**5,512,141,000**	**5,028,681,000**	
Long Term Debt	5,513,371,000	5,206,344,000	5,005,930,000	
Deferred Long Term Liability Charges	354,186,000	311,980,000	285,204,000	
Negative Goodwill	-	-	-	-
Minority Interest	-	-	-	-
Other Liabilities	3,151,201,000	579,299,000	547,520,000	
Misc Stocks, Options & Warrants	-	-	-	-
Total Liabilities	**15,301,849,000**	**11,609,764,000**	**10,867,335,000**	

Shareholder's Equity	Fiscal Consolidated 08/29/2020	Fiscal Consolidated 08/31/2019	Fiscal Consolidated 08/25/2018	Trends
Preferred Stocks	0	0	0	-
Common Stocks	237,000	254,000	275,000	
Retained Earnings	(1,450,970,000)	(1,305,347,000)	(1,208,824,000)	
Treasury Stocks	356,487,000	1,403,884,000	1,231,427,000	
Capital Surplus	1,283,495,000	1,264,448,000	1,155,426,000	
Other Equity	(354,252,000)	(269,322,000)	(235,805,000)	
Total Equity	(877,977,000)	(1,713,851,000)	(1,520,355,000)	

Cash Flow

Cash Flow

CASH FLOW

	Fiscal Consolidated 08/29/2020	Fiscal Consolidated 08/31/2019	Fiscal Consolidated 08/25/2018	Last 3 years	
Depreciation	408,196,000	378,119,000	353,477,000		
Net Income Adjustments	95,912,000	71,510,000	231,242,000		
Changes in Liabilities	621,303,000	453,687,000	313,171,000		
Changes in Accounts Receivables	58,564,000	48,512,000	(7,534,000)		
Changes in Inventories	184,174,000	394,147,000	188,782,000		
Changes in Other Operating Activities	(104,463,000)	(50,635,000)	(26,114,000)		
Net Cash Flows - Operating Activities	2,720,108,000	2,128,513,000	2,080,292,000		
Capital Expenditures	445,973,000	489,448,000	522,247,000		
Investments	51,902,000	2,398,000	34,892,000		
Other Cash Flows from Investing Activities	0	0	35,279,000		-
Net Cash Flows - Investing Activities	(497,875,000)	(491,846,000)	(521,860,000)		
Dividends Paid	-	-	-		-
Sale and Purchase of Stock	(862,511,000)	(1,816,077,000)	(1,502,298,000)		
Net Borrowings	267,842,000	151,393,000	(128,804,000)		
Other Cash Flows from Financing Activities	(48,967,000)	(9,404,000)	(1,052,000)		
Net Cash Flows - Financing Activities	(643,636,000)	(1,674,088,000)	(1,632,154,000)		
Effect of Exchange Rate	(4,082,000)	(4,103,000)	(1,724,000)		
Change in Cash and Cash Equivalents	1,574,515,000	(41,524,000)	(75,446,000)		

Company Profile

COMPANY OVERVIEW

D-U-N-S
15-723-3511

Legal Form
Corporation (US)

History Record
Clear

Date Incorporated
11/25/1991

Business Commenced On
1979

State of Incorporation
NEVADA

Ownership
Public: AZO(NYS)

Mailing Address
PO Box 2198
MEMPHIS, TN, 38101, UNITED STATES

Telephone
+1 901-495-6500

Website
www.autozone.com

Present Control Succeeded
1979

SIC
55310103

NAICS
441310

Annual Sales
US$ 12,631,967,000

Employees
100,000 (1,608 here)

Age (Year Started)
42 Years (1979)

Named Principal
William C Rhodes Iii, CHB-PRES

Line of Business
Ret auto/home supplies

BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2021-07-28
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	AUTOZONE, INC.
Corporation Type	Corporation (US)
State of Incorporation	NEVADA
Date Incorporated	11/25/1991
Registration ID	C10758-1991
Registration Status	ACTIVE
Filing Date	11/25/1991
Where Filed	CORPORATION DIV
Registered Agent	
Name	C T CORPORATION SYSTEM
Address	701 S CARSON ST STE 200, Carson City, NV, 897010000
Registered Principal	
Name	WILLIAM C. RHODES III
Title	President
Address	123 S. FRONT ST, MEMPHIS, TN, 381030000
Name	KRISTEN WRIGHT
Title	Secretary
Address	123 S. FRONT ST, MEMPHIS, TN, 381030000
Name	BRIAN CAMPBELL
Title	Treasurer
Address	123 S. FRONT ST, MEMPHIS, TN, 381030000
Name	WILLIAM C. RHODES III
Title	Director

Address	123 S. FRONT ST, MEMPHIS, TN, 381030000

PRINCIPALS

Officers

WILLIAM C RHODES III, CHB-PRES-CEO+
JAMERE JACKSON, EXEC V PRES-CFO ELECT
RONALD B GRIFFIN, SR V PRES-CIO
CHARLIE PLEAS III, SR V PRES-CONTRL
KRISTEN C WRIGHT, SR V PRES-GENERAL COUNSEL-SEC

Directors

DIRECTOR(S): The officers identified by (+) and Douglas H Brooks, Michael M Calbert, Linda A Godspeed, Earl G Graves Jr, Enderson Guimaraes, D Bryan Jordan, Gale V King, George R Mrkonic Jr and Jill Ann Soltau.

COMPANY EVENTS

The following information was reported on: 06/29/2021

The Nevada Secretary of State's business registrations file showed that AutoZone, Inc. was registered as a Corporation on November 25, 1991, under the file registration number C10758-1991.

Business started 1979.

The company was founded in 1979 as Auto Shack, a division of Malone & Hyde Inc. Auto Shack was incorporated as a separate corporation in the State of Delaware in May 1986 and changed its name to AutoZone Inc. in April 1988. In December 1991, the company changed its jurisdiction of incorporation from the State of Delaware to the State of Nevada by merging into a wholly-owned Nevada subsidiary.

The company's common stock is traded on the New York Stock Exchange under the symbol "AZO". As of October 19, 2020, there were 2,021 shareholders of record. As of October 19, 2020, those shareholders identified by the company as beneficially owning 5% or more of the outstanding shares were: Vanguard Group, Inc. (9.58%); and Blackrock, Inc. (7.66%) As of the same date, officers and directors as a group beneficially owned 2.8% of the outstanding shares.

RECENT EVENT.

According to a published report dated Dec 20, 2019, AutoZone agreed to pay almost $50 million to settle a class action over changes the company made to its loyalty program.

Although AutoZone denied the allegations, the company agreed to settle the case, a little over three years after the complaint was first filed. As part of the settlement, AutoZone will reinstate rewards and pay additional costs for an estimated total of just under $50 million.

WILLIAM C RHODES III. Director since 2005. He was elected Chairman in June 2007. He has been President and CEO since 2005. He served in various capacities within the company since 1994.

JAMERE JACKSON. He was named Executive Vice President and CFO-Elect in September 2020. He served as Executive Vice President and CFO of Hertz Global Holdings, Inc. since 2018. From 2014 to 2018, he served as CFO of Nielsen Holdings plc.

RONALD B GRIFFIN. He was elected Senior Vice President and Chief Information Officer (CIO) during June 2012.

CHARLIE PLEAS III. He was elected Senior Vice President and Controller during 2007 after having previously served in other various roles with the company since 1996.

KRISTEN C WRIGHT. She was named Senior Vice President - General Counsel & Secretary effective January 2014 after serving in other various roles with the company since 2012.

DOUGLAS H BROOKS. Director since 2013. Until his retirement in 2013, he had held various positions with Brinker International, including serving as Non-Executive Chairman of the Board from January 2013 until December 2013.

MICHAEL M CALBERT. Director since 2019. He has served as Chairman of the Board of Dollar General Corporation since January 2016.

LINDA A GOODSPEED. Director since 2013. She retired in 2017 as COO and a Managing Partner at WealthStrategies Financial Advisors, positions she had held since 2007.

EARL G GRAVES JR. Director since 2002. He was elected Lead Director in January 2009. He has been the President and CEO of Black Enterprise since January 2006.

ENDERSON GUIMARAES. Director since 2012. In 2017, he retired as the President and COO for Laureate Education, Inc., positions he had held since 2015.

D BRYAN JORDAN. Director since 2013. Since 2008, he has served as CEO of First Horizon National Corporation.

GALE V KING. Director since 2018. She has been the Executive Vice President and Chief Administrative Officer for Nationwide Insurance Company since 2012.

GEORGE R MRKONIC JR. Director since 2006. He is Non-Executive Chairman of Maru Group.

JILL ANN SOLTAU. Director since 2018. She has been the CEO of J. C. Penney Company, Inc. since October 2018.

ANNOUNCED OFFICER CHANGES: On November 16, 2020, the company announced that Ronald B Griffin, Senior Vice President and Chief Information Officer, Customer Satisfaction, will retire in early 2021.

On August 27, 2020, William T Giles, Executive Vice President and CFO, Finance, Information Technology and Store Development, Customer Satisfaction, notified the company of his intention to retire, effective December 31, 2020. On September 13, 2020, the Board of Directors appointed Jamere Jackson as Executive Vice President and CFO-Elect, effective upon his commencement of employment, and Executive Vice President and CFO, Finance and Store Development, Customer Satisfaction, effective January 1, 2021.

According to a published report dated Jun 18, 2019, California Attorney General Xavier Becerra announced an $11 million settlement against AutoZone, Inc. to resolve allegations that the company violated state laws governing hazardous waste, hazardous materials, and confidential consumer information. AutoZone is charged with illegally disposing of millions of hazardous waste items, including used motor oil and automotive fluids, at landfills not authorized to accept hazardous waste.

In addition, the settlement includes provisions requiring AutoZone to undergo a general compliance audit and a trash receptacle audit to ensure hazardous waste and confidential consumer information is properly disposed of at all facilities. The results of the audit must be shared with the public. The company must also comply with 23 injunctive requirements to comply with environmental protection and confidential consumer information protection laws.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 06/29/2021

Business Information

Trade Names	AUTOZONE
Description	The company retails and distributes automotive replacement parts and accessories. The company offers various products for cars, sport utility vehicles, vans, and light trucks, including new and remanufactured automotive hard parts, maintenance items, accessories, and non-automotive products. Its products include A/C compressors, batteries and accessories, bearings, belts and hoses, calipers, carburetors, chassis, clutches, CV axles, engines, fuel pumps, fuses, ignition and lighting products, mufflers, radiators, starters and alternators, thermostats, and water pumps. The company also offers maintenance products, such as antifreeze and windshield washer fluids; brake drums, rotors, shoes, and pads; brake and power steering fluids, and oil and fuel additives; oil and transmission fluids; oil, air, fuel, and transmission filters; oxygen sensors; paints and accessories; refrigerants and accessories; shock absorbers and struts; spark plugs and wires; and windshield wipers, as well as air fresheners, cell phone accessories, drinks and snacks, floor mats and seat covers, interior and exterior accessories, mirrors, performance products, protectants and cleaners, sealants and adhesives, steering wheel covers, stereos and radios, tools, and wash and wax products. In addition, it provides a sales program that offers commercial credit and delivery of parts and other products; and towing and tire repair services. Further, it sells automotive diagnostic and repair software under the ALLDATA brand through alldata.com and alldatadiy.com; and automotive hard parts, maintenance items, accessories, and non-automotive products through autozone.com. TRADEMARK (S): AutoZone, AutoZone Rewards, Get in the Zone, Parts Are Just Part of What We Do, ProVantage, The Best Parts in Auto Parts, Zone and trademarks: ALLDATA Collision, ALLDATA Manage, ALLDATA Mobile, ALLDATA Repair, ALLDATA Tech-Assist, AutoZone, AutoZone & Design, Duralast, Duralast Aero Blade, Duralast Flex Blade, Duralast Gold, Duralast Gold Cmax, Duralast GT, Duralast Platinum, Duralast ProPower, Duralast ProPower Plus, Duralast ProPower Ultra, Duralast ProPower AGM, Duralast Max, Econocraft, Loan-A-Tool, ProElite, ProElite & Design, SureBilt, TruGrade, Valucraft, V & Design, and Z-net. Terms are cash (90%) and credit card (10%). Sells to general public and commercial concerns. Territory : International.
Employees	100,000 which includes officer(s) and 40000 part-time. 1,608 employed here.
Financing Status	Secured
Financial Condition	Unbalanced
Seasonality	The company's business is somewhat seasonal in nature, with the highest sales typically occurring in the spring and summer months of February through September, in which average weekly per-store sales historically have been about 10% to 25% higher than in the slower months of December and January.
Facilities	Occupies premises in a building.

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
5531	Ret auto/home supplies	-
55310103	Automotive parts	-
55310102	Automotive accessories	-
57340203	Software, business and non-game	-

NAICS Codes	NAICS Description
441310	Automotive Parts and Accessories Stores

441310	Automotive Parts and Accessories Stores
443142	Electronics Stores

GOVERNMENT ACTIVITY

Activity Summary	
Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	Yes
Grantee	No
Party excluded from federal program(s)	No

Associations

ALL CREDIT FILES WITH SAME D-U-N-S® NUMBER AS THIS D&B LIVE REPORT

Company Name	Type	Status	Date Created
AUTOZONE	ACCOUNT - #513492	Credit Review Required	04/27/2009

Your Information

Record additional information about this company to supplement the D&B information.

Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

Account Number

Endorsement/Billing Reference *
carolyn.ward@autozone.com

Sales Representatives

Credit Limit
0

Total Outstanding
0

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US Government Employee Disclaimer

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
AutoZone Stores LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) E

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 10

Requester's name and address (optional)

6 City, state, and ZIP code
Memphis, TN 38101

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
6 2 - 1 6 1 1 0 5 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Karen A Klemm Date ▶ 1/20/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

AutoZone®

PARTS ARE JUST A PART OF WHAT WE DO

CORPORATE SUSTAINABILITY AND RESPONSIBILITY REPORT - 2021

ENVIRONMENTAL RESPONSIBLITY

At AutoZone, we take our responsibility for the environment seriously. We seek to meet the needs of the present while protecting our future by practicing environmental responsibility every day and driving compliance with applicable environmental laws and regulations wherever we do business.

We utilize multiple methods, resources and controls to deploy initiatives and policies to enhance the safety, health and environment in our stores, DCs and Support Centers. These include, but are not limited to, an Environmental Safety & Health Policy and training and engagement measures developed by third-party experts.

In FY2020, we recycled

802,000 wood pallets
21,000 tons of cardboard
17,000 tons of steel
1,000 tons of plastic

Our stores, DCs and transportation fleet are major recyclers of used lead batteries, used oil, scrap metal, cardboard, plastic and wood pallets. To minimize waste and protect the environment, we follow best practices for disposing of chemical products and hazardous waste items.

Our DCs recycle approximately 802,000 wood pallets, 1,000 tons of plastic, 21,000 tons of cardboard and 17,000 tons of steel annually. The wood pallets are reused and then recycled at our DCs. Steel, plastic and cardboard are recycled through third-party vendors that specialize in handling these materials. These efforts prevented more than 170,000 metric tons of greenhouse gas (GHG) emissions.

CUSTOMER RECYCLING

At AutoZone, we make it simple for customers to protect the environment by providing a safe and easy way to dispose of used oil, batteries and car parts. We offer one of the largest recycling programs in the U.S. for these items. Customers can recycle automotive batteries, oil and oil filters, cores from remanufactured parts, and damaged merchandise by simply dropping items off in our stores.

SUPPORTING NON-PROFITS WITH EXCESS INVENTORY

We donate excess inventory to non-profit organizations. To-date, we have donated over 100 pallets of parts and products to more than a dozen non-profits or small businesses across the U.S.

Additionally, we are a member of the National Safety Council (NSC), America's largest non-profit safety advocate. We utilize the NSC membership to track current trends, data, training concepts and key metrics.

In partnership with Good360, in FY2020 we donated pallets of oil, chemicals and cleaning supplies to a well-known Oregon non-profit organization, serving its community by offering automotive training to individuals seeking employment in the automotive field and by performing quality car services at a fair price.

FY2020 RECYCLING FACTS

we recycled over 12 million gallons

of oil

AUTHORIZED DISPOSAL SITE

we recycled 346,000 tons

of batteries back to suppliers to be recycled and remanufactured

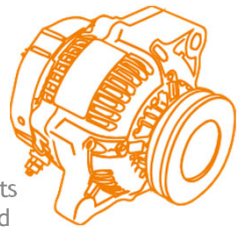
BATTERY RECYCLING

we collected nearly 900,000

oil filters for recycling

we recycled over 66,000 tons

of used and worn out auto parts to suppliers to be recycled and remanufactured



ECOFRIENDLY PHYSICAL BUILDING INITIATIVES

We utilize many energy efficiency programs and environmental, health and safety initiatives in select stores and DCs including but not limited to:

- Centrally managed Energy Management System that controls heating and air-conditioning systems (HVAC) and lighting
- LED sensor-enabled interior lighting
- LED exterior and sign lighting
- Energy-efficient roofing that reduces heat buildup during summer months
- Weather sealing on doors
- HVAC upgrades with peak power reduction
- Third-party energy conservation audits in DCs
- Energy-efficient dock doors in Arizona DC
- Fast-closing overhead doors in Florida DC
- Replaced power industrial equipment battery chargers with more efficient battery chargers
- Created AutoZoner Environmental, Health and Safety (EH&S) manual, which provides policies, guidance and procedures to manage store EH&S programs including segregating certain waste streams by colored buckets (Bucket Program), used oil and filter recycling program, and hazardous materials management plan (at most stores)
- Developed annual EH&S training for stores and DCs

We continually challenge ourselves to reduce energy costs despite the growing square footage of stores and DCs.

Our goal is to decrease Scope 1and Scope 2 energy-related emissions from our U.S. business – that is, our stores, DCs and SSC – by 15% by 2025 (from a 2019 baseline). This means that we commit to decreasing the emissions produced by the burning of fuel to heat our U.S. business and the electricity to light and cool them by 15% over the next four years.

SUSTAINABILITY EMISSIONS GOALS

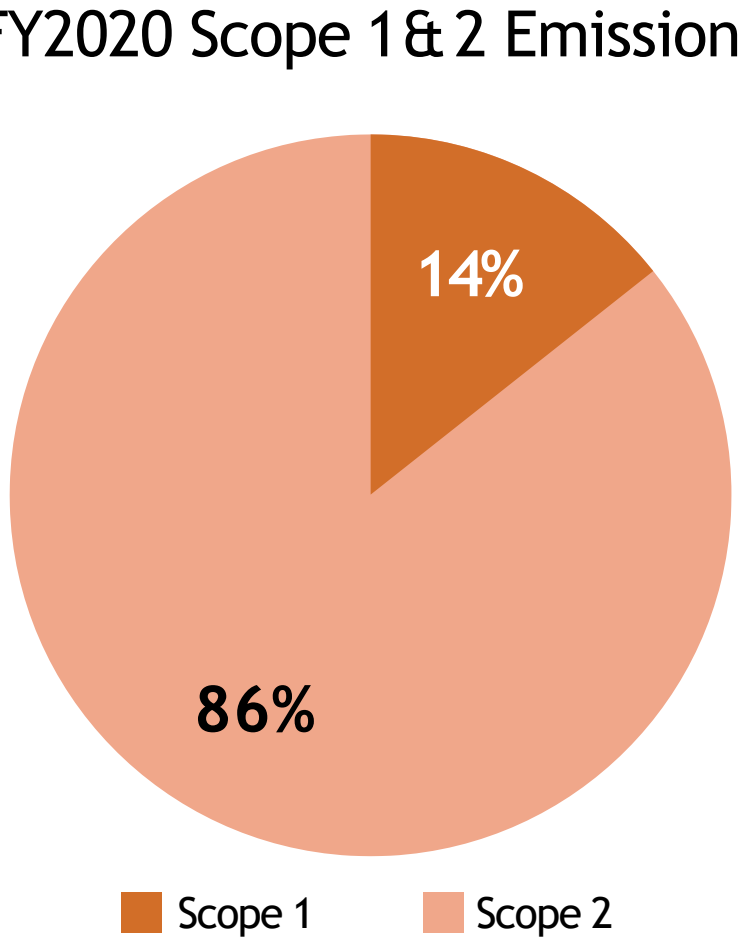
We have started a partnership with a global specialist in sustainability and efficiency, and are collaborating to develop and act on specific short, medium and long term sustainability goals including, for example, GHG reduction targets. This includes creating a consistent approach to monitoring and measuring progress. We have started by quantifying the GHG emissions that we produce as part of doing business.

The main sources of AutoZone's emissions are categorized into two types, or 'Scopes,' as defined by the GHG Protocol. Scope 1 measures are emissions produced from burning fuels to heat our U.S. business. Scope 2 measures are emissions that are created when generating the electricity that we use to power our U.S. business. Most of our emissions come from the electricity used in our U.S. business.

As a global corporate citizen, it is our responsibility to understand our environmental footprint and the impact that heating our stores and powering them has on the world. We have committed to conducting a yearly GHG emissions inventory with an aim to periodically update our stakeholders on our progress. We are also taking action to decrease the Scope 1and 2 energy-related emissions stemming from our U.S. business by 15% by 2025.

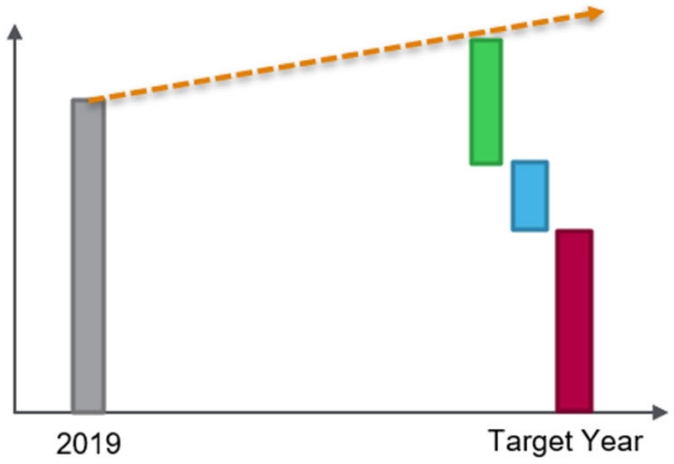
Table 1: AutoZone US FY2020 Emissions

Scope	Activities	Emissions (MT CO2e)
Scope 1	Natural gas and propane combusted for heating	31,365
Scope 2	Electricity consumed	189,672



Creating Energy / GHG Targets – What is required?

Creating an actionable roadmap



Baseline	*Where are we now?*
Reduction Ambition & Targets	*Where do we need to go?*
Business Projections	*How is our business changing?*
Renewable Energy	*How can we buy energy differently?*
Project Pipeline	*How can we increase efficiency?*

Our goal reflects our commitment to Go the Extra Mile for our local and global communities.
This 15% decrease in emissions is equivalent to:

- Avoiding charging over 4 billion smartphones
- Preventing burning nearly 37 million pounds of coal
- Planting nearly 41,000 acres of trees

Our goal is both ambitious and achievable, reflecting the current energy saving projects that are already planned and budgeted for, as well as the greening (that is, more use of renewable power) of the U.S. electricity grid.

We plan to achieve our GHG emissions reduction goal by implementing energy-savings programs across our U.S. stores and DCs. Many of these programs are already underway and delivering positive results. Despite our store footprint growth of 2.65% between FY2019 and FY2020, our emissions stayed level, increasing just 0.07% over that time and, on a per square foot basis, we produced 2.57% fewer emissions in FY2020 than in FY2019.

We will continue to realize emissions reductions through projects such as:

- Installing over 27,000 MWh of rooftop solar panels
- Replacing over 1.1 million lightbulbs across nearly 3,000 stores with more efficient lightbulbs, resulting in nearly 39,000 MWh of energy saved per year
- Replacing rooftop HVAC blower motors with more efficient Software Smart Motor systems, which will save up to 52,000 MWh of energy annually

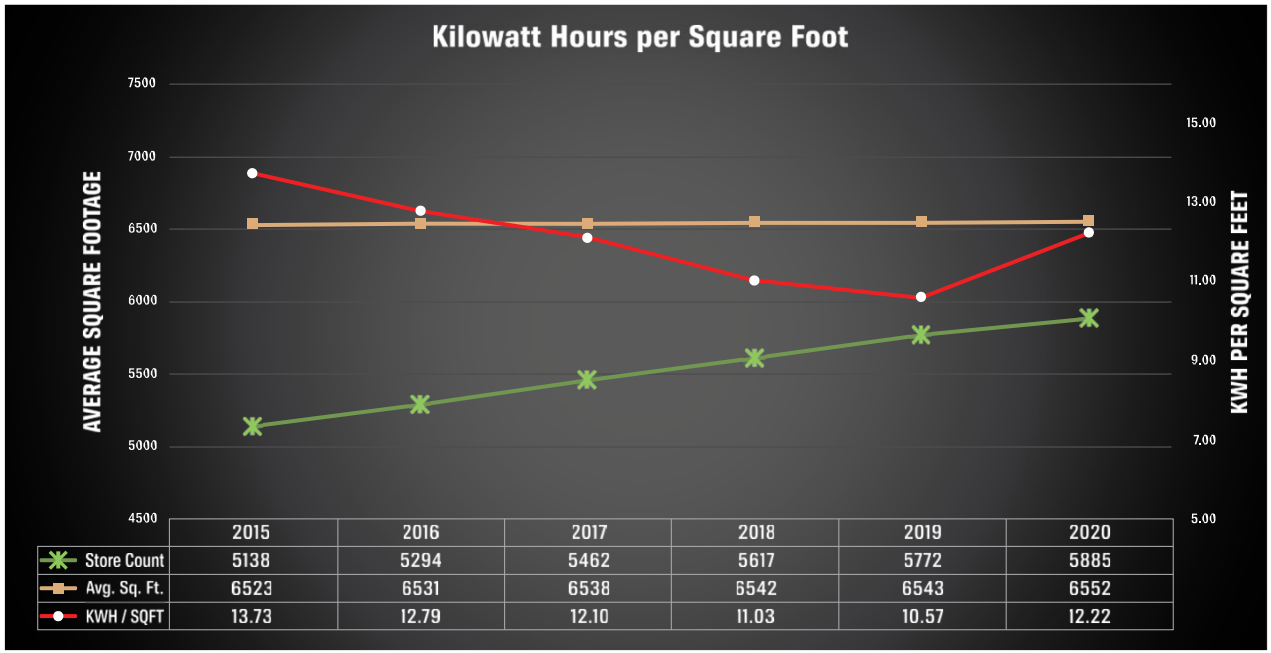
These initiatives alone are expected to avoid over 50,000 MT of CO_2 emissions. The emissions expected to be reduced through these projects, and together with the projected greening of the U.S. electricity grid, combine to more than achieve our goal, even with our expected healthy growth in the number of stores, hubs and Mega Hubs.

OUR FACILITIES SAVE MILLIONS OF kWh OF ENERGY PER YEAR

We continue to pilot new concepts and deliver a disciplined energy savings approach based on strategic initiatives like LED lighting, roof replacements, rooftop solar, thermostat locks, and weather stripping around doors in our stores. To date with these initiatives, except for FY2020, we have reduced kWh usage per square foot by 33% and avoided using nearly 2 billion kWh since 2007.

kWh per square foot increased in FY2020 primarily because of increased HVAC usage in our stores in response to COVID-19. For example, temperature set points were lowered in March 2020 due to face covering requirements that made stores less comfortable for AutoZoners and customers and increase in customer traffic count resulted in frequent door opening/closings.

WITH THE EXCEPTION OF FY2020, WE HAVE BEEN ABLE TO **REDUCE kWh YEAR OVER YEAR** EVEN THOUGH WE CONTINUE TO **ADD ADDITIONAL STORES AND SQUARE FOOTAGE.**



	2015	2016	2017	2018	2019	2020
Store Count	5138	5294	5462	5617	5772	5885
Avg. Sq. Ft.	6523	6531	6538	6542	6543	6552
KWH / SQFT	13.73	12.79	12.10	11.03	10.57	12.22

RENEWABLE ENERGY INVESTMENTS

In 2020, AutoZone made significant investments in solar power in six states— Massachusetts, Minnesota, Missouri, North Carolina, Vermont, and South Carolina. AutoZone's commitment to solar investment sets the stage for over 1.5 billion kWh of fossil fuel offsetting solar power to be delivered over the life of the projects. The impact of the lifetime generation of electricity from over 140,000 solar panels, installed across six states, equates to meaningful GHG impacts.

- The number of CO2 emissions AutoZone offsets is equivalent to 13,772 tankers worth of gasoline used.
- GHG emissions avoided equates to 50,500 garbage trucks of waste that was recycled instead of landfilled.
- Carbon sequestration power of the annual capability of 1,275,000 acres of forests.

ON THE HORIZON

We continually look for ways to improve and plan to test new technologies to further reduce our energy and water usage footprint including:

- Installing rooftop solar panels to offset up to 71% of the location's annual energy spend on select sites such as California, Massachusetts, New Jersey and Rhode Island with other states expected in the future.
- Select stores in Texas have smart irrigation and receive real-time visibility to leaks to prevent over/under-watering with stores in other states to be added in the future.

ALLDATA's Support Center in Elk Grove, California, was constructed in 2008 and incorporates many environmentally friendly features including the installation of reclaimed water irrigation systems, use of drought-tolerant natural vegetation, specialty heating and ventilation systems to improve energy efficiency, and motion sensor-enabled fluorescent lighting.

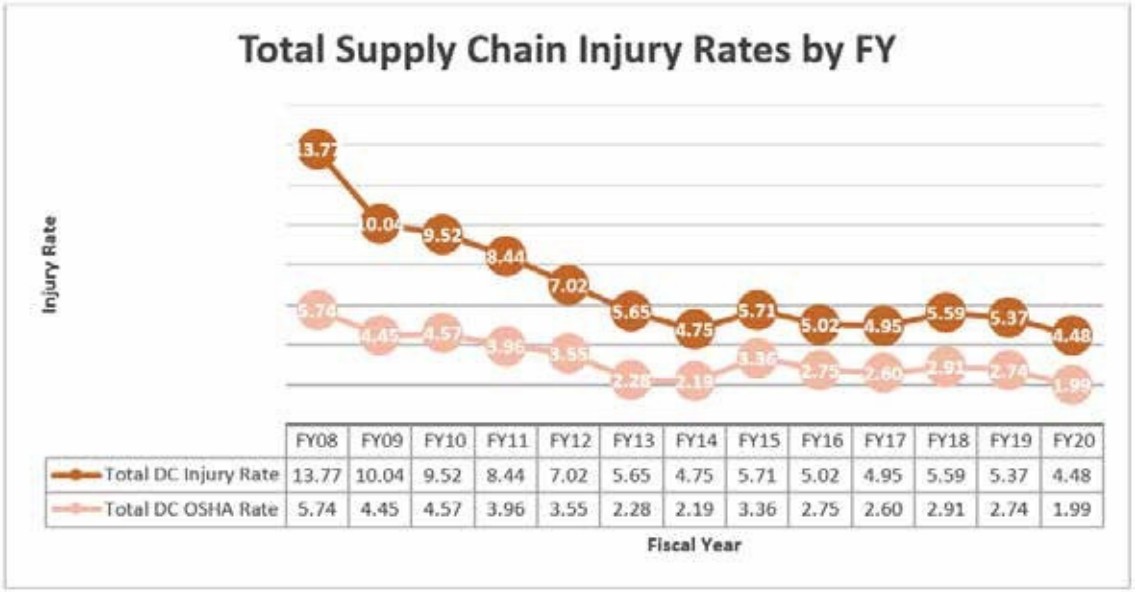
WORKPLACE SAFETY, TRANSPORTATION AND EMISSIONS

WE WILL BE SAFE TODAY

A safe working environment is one of the many ways we demonstrate one of our core Values, Cares About People. We continuously strive to improve workplace safety by utilizing data to understand opportunities. We use data to update and deliver more responsive training, communications, and processes to AutoZoners.

We verify weekly that every light-duty fleet vehicle has a working telematics device for GPS tracking. This provides a solid foundation for unsafe driving alerts and key performance indicators reporting provided to leadership.

We believe that safety starts with leadership and positive recognition drives effective behaviors. Annually, we celebrate our safest and most improved regions and DCs announcing "Safest Region", "Most Improved Region", and "Safest DC of the Year" at our National Sales Meeting.



	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20
Total DC Injury Rate	13.77	10.04	9.52	8.44	7.02	5.65	4.75	5.71	5.02	4.95	5.59	5.37	4.48
Total DC OSHA Rate	5.74	4.45	4.57	3.96	3.55	2.28	2.19	3.36	2.75	2.60	2.91	2.74	1.99

VEHICLE SAFETY AND EMISSIONS

AutoZoners who deliver store orders using over-the-road tractors are trained extensively before operating any AutoZone over-the-road private fleet tractor. This training underscores safe driving techniques and reinforces procedures for reducing fuel use and emissions.

We are proud to announce a reduction in our over-the-road private fleet preventable collisions of 8% for 2020, all while keeping our total miles driven flat versus last year. Our continued efforts in technology and personal one-to-one coaching are imperative to our success for the safety of our AutoZoners while out on the road delivering WOW! Customer Service!

Our store fleet safety program is based on utilization of telematics data to identify unsafe driving behaviors. This leading indicator system is designed to prevent collisions from occurring by alerting management for coaching opportunities with our drivers. In 2019, our store Commercial fleet reported a 7.75 preventable collision rate (calculated by total preventable collisions, times 1,000,000, divided by miles driven).

BENEFITS OF IN-CAB TECHNOLOGY AND LOWERING FUEL CONSUMPTION

INNOVATIVE TRACTOR-TRAILER FLEET

We have lowered fuel consumption and GHG emissions by investing in technologies like solar charging and auxiliary power units, which also keep our drivers comfortable and improve lift gate performance.

Transportation Fleet 2020 Highlights

- Improved miles per gallon (MPG) by an additional 8% or .56 miles per gallon with the introduction of automatic transmissions to the fleet in 2018.
- All tractor-trailers use Strehle Trailer Blades or aero skirts that are Smartway Verified and meet the California Air Resource Board GHS standards. These blades/skirts improve MPG by an additional 5.5%, which has reduced annual fuel consumption by 500K gallons on average each year.
- Implemented Battery Powered auxiliary power units in 2018 eliminating the need for diesel-powered generator systems to provide climate control to the sleeper tractors during overnight stays reducing diesel fuel consumption by 300 gallons per tractor or 35,100 gallons annually and idle time from 13% to below 11%.
- Introduced solar charging technology on tractors in 2019 to power tractor-trailer lift gates used in store deliveries.

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Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;
(ii) A subsidy;
(iii) A loan;
(iv) A loan guarantee; or
(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES DS _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES DS _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES DS _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES DS _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES DS _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES DS _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency

(EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

DS

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that

it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES DS _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. DS

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES DS _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES DS _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: AutoZone Parts, Inc.

Address, City, State, and Zip Code: 123 S. Front St., Memphis, TN 38103

Phone Number: 901.495.6500 Fax Number: 901.495.8300

Printed Name and Title of Authorized Representative:
Grant Mcgee, SVP of Commercial

Email Address: grant.mcgee@autozone.com

Signature of Authorized Representative: _____ Date: 8/26/2021 | 10:32:56 AM CDT

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NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: AutoZone Parts, Inc.

Organization Address: 123 S. Front St., Memphis, TN 38103

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☑ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

☑ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Version May 27, 2021

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Grant Mcgee	Title:	SVP, Commercial
Signature:	DocuSigned by: E800417ADBE9447...	Date:	8/26/2021 | 10:32:56 AM CDT

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ TENNESSEE
County of TIPTON ss:

I, Grant Mcgee residing in
Memphis (name of municipality) (name of affiant)
in the County of Shelby and State of
Tennessee of full age, being duly sworn according to law on my oath depose and say that:

I am SVP of Commercial of the firm of
[redacted] [redacted]
AutoZone Parts, Inc. the bidder making this Proposal for the bid entitled Solicitation #21-12 for Automotive Parts and Supplies (title of bid proposal), and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Proposal (name of contracting unit) and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by AutoZone Parts, Inc..

Subscribed and sworn to

before me this day

DocuSigned by:
Signature E800417ADBE9447 Grant Mcgee

08/26, 2021

(Type or print name of affiant under signature)

Clay A. Gaudet CLAY A. GAUDET
Notary public of

My Commission expires 06/13/2023

(Seal)

CLAY A. GAUDET STATE OF TENNESSEE NOTARY PUBLIC TIPTON COUNTY

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DocuSign Envelope ID: 5E8D1F7B-7AFC-4E24-97D9-D51210F8650D

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: AutoZone Parts, Inc.

Street: 123 S. Front St.

City, State, Zip Code: Memphis, TN 38103

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

8/26/2021 | 10:32:56 AM CDT
Date

DocuSigned by:
E800417ADBE9447...
Authorized Signature and Title
Grant McGee

SVP, Commercial

Version May 27, 2021

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative

Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

DocuSigned by:

E800417ADBE9447... Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to

section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	AutoZone Parts, Inc.		
Address:	123 S. Front St.		
City:	Memphis	State: TN	Zip: 38103

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

DocuSigned by:

Signature

Grant Mcgee
Printed Name

SVP, Commercial
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$
None			

☐ Check here if the information is continued on subsequent page(s)

Version May 27, 2021

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

Type Grantee, SVP of Commercial

Type Grantee, SVP of Commercial

Version May 27, 2021

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☑ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☑ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 26 day of AUGUST, 2021

(Notary Public) Clay A. Gaudet

My Commission expires: 06/13/2023

CLAY A. GAUDET STATE OF TENNESSEE NOTARY PUBLIC TIPTON COUNTY

DocuSigned by:

E800417ADBE9447... (Affiant)

Grant Mcgee, SVP of Commercial

(Print name & title of affiant)

(Corporate Seal)

Version May 27, 2021

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DocuSign Envelope ID: 5E8D1F7B-7AFC-4E24-97D9-D51210F8650D

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- ☉ Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Grant Mcgee Title: SVP, Commercial

Signature: DocuSigned by: E800417ADBE9447... Date: 8/26/2021 | 10:32:56 AM CDT

DOC #9
MCBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 21-12 **VENDOR/BIDDER:** AutoZone Parts, Inc.

VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☑ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

DocuSigned by:
[signature]
5800447ADBE9447...
Signature

8/26/2021 | 10:32:56 AM CDT
Date

Grant Mcgee, SVP of Commercial Type text here
Print Name and Title

Version May 27, 2021

DocuSign Envelope ID: BC20F99C-1C83-44BE-B076-6E6D293CC6B4

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: Solicitation #21-12 **Bidder/Offeror:** AutoZone Parts, Inc.

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☑ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury''s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name: Grant Mcgee Relationship to Bidder/Offeror: SVP Commercial

Description of Activities: None

Duration of Engagement: N/A Anticipated Cessation Date: N/A

Bidder/Offeror Contact Name: Shant Aslan Contact Phone Number: 17145261313

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Grant McGee Signature: DocuSigned by: E80041ZADBE9447...

Title: SVP, Commercial Date: 8/26/2021 | 5:31:52 PM CDT

Mail to: PO Box 308 Trenton, NJ 08646

STATE OF NEW JERSEY
DIVISION OF REVENUE

Overnight to: 33 West State St. 5th Floor Trenton, NJ 08608-1214

"FEE REQUIRED" PUBLIC RECORDS FILING FOR NEW BUSINESS ENTITY

Fill out all information below INCLUDING INFORMATION FOR ITEM 11, and sign in the space provided. Please note that once filed, this form constitutes your original certificate of incorporation/formation/registration/authority, and the information contained in the filed form is considered public. Refer to the instructions for delivery/return options, filing fees and field-by-field requirements. Remember to remit the appropriate fee amount. Use attachments if more space is required for any field, or if you wish to add articles for the public record.

1. **Business Name:** AutoZone Northeast LLC

2. **Type of Business Entity:** F L C
(See Instructions for Codes, Page 21, Item 2)

3. **Business Purpose:** Sale of auto parts and accessories
(See Instructions, Page 22, Item 3)

4. **Stock** (Domestic Corporations only; LLCs and Non-Profit leave blank):

5. **Duration** (If Indefinite or Perpetual, leave blank): FLC

6. **State of Formation/Incorporation** (Foreign Entities Only): Nevada

7. **Date of Formation/Incorporation** (Foreign Entities Only): August 18, 2014

FILED
AUG 25 2014
STATE TREASURER

8. **Contact Information:**
Registered Agent Name: The Corporation Trust Company

Registered Office:
(Must be a New Jersey street address)
Street 820 Bear Tavern Road,
City West Trenton Zip 08628

Main Business or Principal Business Address:
Street 123 S. Front St.
City Memphis State TN Zip 38103

9. **Management** (Domestic Corporations and Limited Partnerships Only)
- For-Profit and Professional Corporations list initial Board of Directors, minimum of 1;
- Domestic Non-Profits list Board of Trustees, minimum of 3;
- Limited Partnerships list all General Partners.

0600413367

Name	Street Address	City	State	Zip

The signatures below certify that the business entity has complied with all applicable filing requirements pursuant to the laws of the State of New Jersey.

10. **Incorporators** (Domestic Corporations Only, minimum of 1)

Name	Street Address	City	State	Zip

Signature(s) for the Public Record (See instructions for Information on Signature Requirements)

Signature	Name	Title	Date
	Brian Campbell	Officer of Sole Member	8/21/14
	Charlie Pleas	Officer of Sole Member	8/21/14

NJ080 - 03/26/2013 Wolters Kluwer Online

AutoZone

August 21, 2014

To Whom It May Concern:

AutoZone Northeast, Inc., a New Jersey corporation, hereby authorizes AutoZone Northeast LLC, a Nevada limited liability company, to use the name "AutoZone Northeast LLC" and hereby consents to such use for any and all purposes under the laws of the State of New Jersey.

Sincerely,

AUTOZONE NORTHEAST, INC.
a New Jersey corporation

By: BJ Clay
Name: Brian Campbell
Title: VP of Tax

By:
Name: Charlie Pleas
Title: SVP Controller

APPROVED AS TO LEGAL FORM
A. Clunan 8/21/14

020846\0013\11518181.1

MRG

FILED
AUG 27 2014
STATE TREASURER

UMC-2 Rev. 3/2013

New Jersey Division of Revenue & Enterprise Services

Certificate of Merger/Consolidation

(Profit Corporations)

To file electronically:
1. Enter the information requested below and sign by typing your name in the signature field. The form can only be filled in using the free Adobe Acrobat Reader 9.1 or greater. *(See the pages following this form for field by field instructions, and notes on delivery and processing of work requests.)*
2. Click the "Add Attachments" button to add attachments if required *(Check the field by field instructions to see if you must include an attachment(s)).*
3. After the form has been filled in properly, please save a copy to your computer so that you can upload the form to the State of New Jersey Division of Revenue & Enterprise Services Central Forms Repository Web application by following the instructions in the next step.
4. Click the "Open the Central Forms Repository Home Page to start the Form Submission Process" button at the bottom of the form. *(This action will launch the State of New Jersey Division of Revenue & Enterprise Services Central Forms Repository Web application. If you have not created an account in the application, you will need to do so before using the online Web application. Once your account is created, please login to the application and follow the instructions for submitting your form and payment online.)*

0600413367

This form may be used to record the merger or consolidation of a corporation with or into another business entity or entities, pursuant to NJSA 14A. Applicants must insure strict compliance with the requirements of State law and insure that all filing requirements are met. This form is intended to simplify filing with the State Treasurer. Applicants are advised to seek out private legal advice before submitting filings to the Department of the Treasury, Division of Revenue & Enterprise Services office.

1. Type of Filing (check one): ☒ Merger ☐ Consolidation

2. Name of Surviving Business Entity: AutoZone Northeast LLC

3. Name(s)/Jurisdiction(s) of All Participating Business Entities including Surviving Entity:

Name	Jurisdiction	Identification # Assigned by (if applicable)
AutoZone Northeast, Inc.	(New Jersey)	1756301000
AutoZone Northeast LLC	(Nevada)	0600413367

4. Date Merger/Consolidation adopted: 8/27/14

5. Voting: (all corporations involved; attach additional sheets if necessary)

-a Corp. Name AutoZone Northeast, Inc. Outstanding Shares 100
If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) ☒

-b Corp. Name _____ Outstanding Shares _____
If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) ☐

-c Corp. Name _____ Outstanding Shares _____
If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) ☐

S 2658830
-1 4790427
-1 4790424

6. Service of Process Address (For use if the surviving business entity is not authorized or registered by the State Treasurer:

The surviving business entity agrees that it may be served with process in this State in any action, suit or proceeding for the enforcement of any obligation of any domestic or foreign corporation, previously amenable to suit in this State, which is a party to this merger/consolidation, and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving corporation.

The Treasurer is hereby appointed as agent to accept service of process in any such action, suit, or proceeding which shall be forwarded to the surviving business entity at the Service of Process address stated above.

The Surviving Business Entity also agrees that it will promptly pay to the dissenting shareholders of any such domestic corporation the amount, if any, to which they may be entitled under the provisions of Title 14A.

7. Effective Date (see inst.): 08/30/2014

Signature	Name	Title	Date
[signature]	Brian Campbell	VP of Merging Entity	08/27/2014
[signature]	Charlie Plecs	Senior VP of Merging Entity	08/27/2014
[signature]	Brian Campbell	VP of Sole Member of Surviving Entity	08/27/2014
[signature]	Charlie Plecs	Senior VP of Sole Member of Surviving Entity	08/27/2014

**Remember to attach: 1) the plan of merger or consolidation; and 2) if the surviving or resulting business is not a registered or authorized domestic or foreign corporation, a Tax Clearance Certificate for each participating corporation.

Add Attachments | Open the Central Forms Repository Home Page to Start the Form Submission Process

PLAN OF MERGER

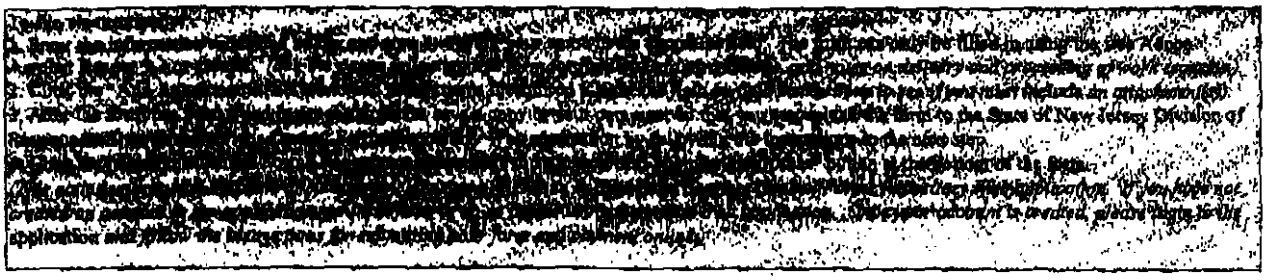
(pursuant to Section 14A:10-1(2) of the New Jersey Statutes Annotated)

Name of Merging Corporation:	AutoZone Northeast, Inc., a New Jersey corporation
Name of Surviving Entity:	AutoZone Northeast LLC, a Nevada limited liability company (qualified to do business in New Jersey)
Terms & Conditions of the Merger:	The merger shall be deemed effective on August 30, 2014, at 11:54 p.m. Eastern. At the effective time of the merger: 1) the Merging Corporation shall merge with and into the Surviving Entity and the separate existence of the Merging Corporation shall cease; 2) all of the issued and outstanding shares of the Merging Corporation shall be cancelled for no consideration; 3) the title to all real estate and other property owned by the Merging Corporation shall be vested in the Surviving Entity without reversion or impairment; 4) the Surviving Entity shall have all of the liabilities of the Merging Corporation; 5) a proceeding pending against the Merging Corporation may be continued as if the merger had not occurred or the Surviving Entity may be substituted in the proceeding for the Merging Corporation; and 6) the merger shall have the effects prescribed by applicable law.

FILED
AUG 27 2014
STATE TREASURER

UMC-2 Rev. 3/2013

New Jersey Division of Revenue & Enterprise Services
Certificate of Merger/Consolidation
(Profit Corporations)



This form may be used to record the merger or consolidation of a corporation with or into another business entity or entities, pursuant to NJSA 14A. Applicants must insure strict compliance with the requirements of State law and insure that all filing requirements are met. This form is intended to simplify filing with the State Treasurer. Applicants are advised to seek out private legal advice before submitting filings to the Department of the Treasury, Division of Revenue & Enterprise Services office.

1. Type of Filing (check one): ☒ Merger ☐ Consolidation

2. Name of Surviving Business Entity: AutoZone Northeast LLC

3. Name(s)/Jurisdiction(s) of All Participating Business Entities Including Surviving Entity:

Name	Jurisdiction	Identification # Assigned by (If applicable)
AutoZone Northeast, Inc.	(New Jersey)	1756301000
AutoZone Northeast LLC	(Nevada)	0600413367

4. Date Merger/Consolidation adopted: 8/27/14

5. Voting: (all corporations involved; attach additional sheets if necessary)

-a Corp. Name AutoZone Northeast, Inc. Outstanding Shares 100
If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) ☒

-b Corp. Name _____ Outstanding Shares _____
If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) ☐

-c Corp. Name _____ Outstanding Shares _____
If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) ☐

6. Service of Process Address (For use if the surviving business entity is not authorized or registered by the State Treasurer:

The surviving business entity agrees that it may be served with process in this State in any action, suit or proceeding for the enforcement of any obligation of any domestic or foreign corporation, previously amenable to suit in this State, which is a party to this merger/consolidation, and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving corporation.

The Treasurer is hereby appointed as agent to accept service of process in any such action, suit, or proceeding which shall be forwarded to the surviving business entity at the Service of Process address stated above.

The Surviving Business Entity also agrees that it will promptly pay to the dissenting shareholders of any such domestic corporation the amount, if any, to which they may be entitled under the provisions of Title 14A.

7. Effective Date (see Inst.): 08/30/2014

Signature	Name	Title	Date
		President of Merging Entity	08/27/2014
		VP of Merging Entity	08/27/2014
		President of Sole Member of Surviving Entity	08/27/2014
		VP of Sole Member of Surviving Entity	08/27/2014

**Remember to attach: 1) the plan of merger or consolidation, and 2) if the surviving or resulting business is not a registered or authorized domestic or foreign corporation, a Tax Clearance Certificate for each participating corporation.

PLAN OF MERGER

(pursuant to Section 14A:10-1(2) of the New Jersey Statutes Annotated)

Name of Merging Corporation:	AutoZone Northeast, Inc., a New Jersey corporation
Name of Surviving Entity:	AutoZone Northeast LLC, a Nevada limited liability company (qualified to do business in New Jersey)
Terms & Conditions of the Merger:	The merger shall be deemed effective on August 30, 2014, at 11:54 p.m. Eastern. At the effective time of the merger: 1) the Merging Corporation shall merge with and into the Surviving Entity and the separate existence of the Merging Corporation shall cease; 2) all of the issued and outstanding shares of the Merging Corporation shall be cancelled for no consideration; 3) the title to all real estate and other property owned by the Merging Corporation shall be vested in the Surviving Entity without reversion or impairment; 4) the Surviving Entity shall have all of the liabilities of the Merging Corporation; 5) a proceeding pending against the Merging Corporation may be continued as if the merger had not occurred or the Surviving Entity may be substituted in the proceeding for the Merging Corporation; and 6) the merger shall have the effects prescribed by applicable law.

020846\0013\11505874.1

Mail to: PO Box 308
Trenton, NJ 08646

STATE OF NEW JERSEY
DIVISION OF REVENUE

Overnight to: 33 West State St.
5th Floor
Trenton, NJ 08608-1214

"FEE REQUIRED" PUBLIC RECORDS FILING FOR NEW BUSINESS ENTITY

Fill out all information below INCLUDING INFORMATION FOR ITEM 11, and sign in the space provided. Please note that once filed, this form constitutes your original certificate of incorporation/formation/registration/authority, and the information contained in the filed form is considered public. Refer to the instructions for delivery/return options, filing fees and field-by-field requirements. Remember to remit the appropriate fee amount. Use attachments if more space is required for any field, or if you wish to add articles for the public record.

1. **Business Name:**
AutoZone Texas LLC

2. **Type of Business Entity:** F L C
(See Instructions for Codes, Page 21, Item 2)

3. **Business Purpose:**
(See Instructions, Page 22, Item 3)
Retail sale of automobile parts and accessories

4. Stock (Domestic Corporations only; LLCs and Non-Profit leave blank):

5. **Duration** (If Indefinite or Perpetual, leave blank):

FLC

6. **State of Formation/Incorporation** (Foreign Entities Only):
Nevada

7. **Date of Formation/Incorporation** (Foreign Entities Only):
08/30/2014

FILED
OCT 15 2014
STATE TREASURER

8. **Contact Information:**
Registered Agent Name: The Corporation Trust Company

Registered Office:
(Must be a New Jersey street address)
Street 820 Bear Tavern Road
City West Trenton Zip 08628

Main Business or Principal Business Address:
Street 123 S. Front Street
City Memphis State TN Zip 38103

9. **Management** (Domestic Corporations and Limited Partnerships Only)
- For-Profit and Professional Corporations list initial Board of Directors, minimum of 1;
- Domestic Non-Profits list Board of Trustees, minimum of 3;
- Limited Partnerships list all General Partners.

0600414885

Name	Street Address	City	State	Zip

The signatures below certify that the business entity has complied with all applicable filing requirements pursuant to the laws of the State of New Jersey.

10. **Incorporators** (Domestic Corporations Only, minimum of 1)

Name	Street Address	City	State	Zip

Signature(s) for the Public Record (See Instructions for Information on Signature Requirements)

Signature	Name	Title	Date
	Tom Kliman	VP of Tax, AutoZone Investment Corporation, its Member	10-13-14

- 23 -

COMPID = M142931
UNITID = M142931

EQUAL EMPLOYMENT OPPORTUNITY
2020 EMPLOYER INFORMATION REPORT EEO-1
Consolidated Report

SECTION B – COMPANY IDENTIFICATION

1. AUTOZONE INC
PO BOX 2198
MEMPHIS, TN 38101

2.a. AUTOZONE INC
PO BOX 2198
MEMPHIS, TN 38101

c. EIN= 621611055

SECTION C – TEST FOR FILING REQUIREMENT

1- Y 2- Y 3- N DUNS= 611701327

SECTION E – ESTABLISHMENT INFORMATION
NAICS: 441310 - Automotive Parts and Accessories Stores

SECTION D – EMPLOYMENT DATA

JOB CATEGORIES	Hispanic or Latino		Non-Hispanic or Latino												Overall Totals
			********** Male **********						********** Female **********						
	Male	Female	White	Black or African American	Native Hawaiian Or Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	White	Black or African American	Native Hawaiian Or Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	
Exec/Sr. Officials & Mgrs	4	1	31	8	0	3	0	2	6	0	0	2	0	0	57
First/Mid Officials & Mgrs	88	19	673	69	1	127	4	20	215	56	0	47	1	6	1326
Professionals	130	37	466	99	2	21	0	21	135	93	1	12	5	12	1034
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	16375	5043	29547	8829	212	1209	475	1506	7626	3108	48	167	203	461	74809
Administrative Support	10	23	70	41	0	9	0	4	67	63	0	8	2	7	304
Craft Workers	74	4	214	33	1	9	2	5	19	12	0	0	0	2	375
Operatives	1028	650	1633	445	13	49	20	62	848	244	8	30	20	21	5071
Laborers & Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	11	8	0	0	0	1	1	5	0	0	0	1	27
Total	17709	5777	32645	9532	229	1427	501	1621	8917	3581	57	266	231	510	83003
Previous Year Total															

SECTION F – REMARKS

DATES OF PAYROLL PERIOD: 12/6/2020 THRU 12/19/2020

SECTION G – CERTIFICATION: CERTIFIED DATE: 7/30/2021 8:22 AM

CERTIFYING OFFICIAL: Paul Sciubba
TITLE: Litigation Director
EMAIL: Paul.Sciubba@autozone.com
PHONE: 240-338-0361
EEO-1 REPORT CONTACT PERSON: Jesus Bermea
TITLE: HR Tech & Analysis Manager
EMAIL: jesus.bermea@autozone.com
PHONE: 901-304-2173

Qualification and Experience

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

- In 1979, the first AutoZone was established in Forrest City, Arkansas, under the name of Auto Shack.
- In 1987, the company name was changed from Auto Shack to AutoZone.
- In 1989, AutoZone implements the first SMS stocking system for the auto parts industry in order to enhance the “in-stock” condition of parts for our customers.
- In 1991, AutoZone stock (AZO) debuts on the New York Stock Exchange. Additionally, AutoZone becomes the first auto parts provider to register all customer warranties into a single database. We are still the only provider of this service today in the auto parts industry.
- In 1994, The AutoZone satellite broadcast system debuts, which allows stores and locations across the country to access product inventory from multiple shipping locations.
- In 1995, the 1,000th AutoZone store is opened. Duralast and Duralast Gold batteries are introduced to the auto parts industry.
- In 1996, the new www.autozone.com website is launched along with a dedicated vertical management team for the commercial automotive parts market. AutoZone acquires ALLDATA, the leading software provider of automotive diagnostic and repair information.
- In 1999, AutoZone obtains Fortune 500 ranking for the first time. AutoZone has improved its ranking on the Fortune 500 list every year since the initial listing.
- In 2004, founder Pitt Hyde was inducted into the Automotive Hall of Fame. Pitt set a precedent as the first aftermarket retailer to be inducted.
- In 2002 AutoZone launched its dedicated national account team.
- In 2007, AutoZone exceeds $6.2 billion in revenue and opens its 4,000th store in Houston, Texas.
- In 2016, AutoZone exceeds $10 billion in revenue.
- In 2017 AutoZone exceeds $2 billion in commercial sales.
- In 2020 AutoZone launches commercial APP.
- In 2020 AutoZone exceeds $12.5 billion in revenue.
- **Corporate office location**: 123 S. Front St, Memphis, TN 38103

ii. Describe Offeror’s reputation in the marketplace.

AutoZone strives in providing WOW! Customer service to all segments of our operation, our retail stores, distribution centers and store support centers. Our goal is to meet and exceed all customers expectation by providing loyal trustworthy advice. Because we know our business partnerships reflect our reputation and culture, we put serious thought into where we purchase the products and services that keep our business running. We seek out only ethical, law-abiding suppliers, and when we find companies that meet our high standards, we work with them to establish lasting relationships. Our strong financial standing is a big testament reflecting our mission in providing outstanding customer service.

iii. Describe Offeror's reputation of products and services in the marketplace.

AutoZone is a leading distributor of automotive replacement parts and accessories in the United States with over 6,000 stores across 50 states, the District of Columbia, and Puerto Rico. Commercial customers have access to AutoZone's 'hot-shot' delivery program including discounts on more than 750,000 SKUs. AutoZone is the exclusive provider of Duralast OE-quality aftermarket parts as well as ALLDATA Repair, the industry-leading OE repair information software.

iv. Describe the experience and qualification of key employees.

AutoZone hires highly motivated, energetic, and experienced employees to ensure we provide WOW customer service in all our stores. We promote and highly encourage our parts specialists to become ASE certified in many categories specially Parts. We have a minimum of 1 ASE parts certified employee in each AutoZone store location. Our commercial and wholesale department operates as its own entity within our store with dedicated staff to service our commercial/wholesale customers. Additionally, we have a national sales team to support state level customer's needs.

v. Describe Offeror's experience working with the government sector.

AutoZone provides WOW customer service to all public sector agencies that currently have an account with our stores, through hot shot delivery and competitive public sector national account program and pricing. Pricing available through www.autozonepro.com.
AutoZone awarded multiple aftermarket parts contracts with various size agencies, City of Oxnard, State of Arkansas, City of Anaheim, State of North Carolina, State of Mississippi to name few.

vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

A. AutoZone has approximately 6,000 retail stores and 100,000 employees throughout the world and periodically receives notice of filed lawsuits in the ordinary course of business. Any material litigation can be found in AutoZone's public filings.

vii. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

1. **Entity Name**: OMNIA Partners
   Contact Name and Title: Scott Wynne, Senior Director Partner Development
   City and State: Franklin, TN.
   Phone Number: 615-431-1102
   Years Serviced: 10 years
   Description of Services: Current AutoZone Cooperative contract holder
   Annual Volume: $16MM

2. **Entity Name**: State of Arkansas
   Contact Name and Title: John Leverett, State Procurement
   City and State: Little Rock, AR.
   Phone Number: 501-683-2222
   Years Serviced: 2 years
   Description of Services: Parts, accessories, chemicals, shop supplies, tools/equip
   Annual Volume: $200K

3. **Entity Name**: State of Mississippi
   Contact Name and Title: Billy Beard, Director, Fleet Management
   City and State: Jackson, MS.
   Phone Number: 601-359-5171
   Years Serviced: 4 years
   Description of Services: Parts, accessories, chemicals, shop supplies, tools/equip
   Annual Volume: $885K

4. **Entity Name**: City of Anaheim
   Contact Name and Title: Maria Rodriguez, Buyer
   City and State: Anaheim, CA.
   Phone Number: 714-765-5218
   Years Serviced: 8 years
   Description of Services: Parts, accessories, chemicals, shop supplies, tools/equip
   Annual Volume: $100K

5. **Entity Name**: City of Oxnard
   Contact Name and Title: Patricia Garcia, Purchasing
   City and State: Oxnard, CA
   Phone Number: 805-385-7538
   Years Serviced: 2 years
   Description of Services: Parts, accessories, chemicals, shop supplies, tools/equip
   Annual Volume: $520K

6. **Entity Name**: City of Austin
   Contact Name and Title: Bridney Stewart, Procurement
   City and State: Austin, TX.
   Phone Number: 512-974-3127
   Years Serviced: 2 years
   Description of Services: Parts, accessories, chemicals, shop supplies, tools/equip
   Annual Volume: $98K

viii. If Offeror anticipates Participating Public Agencies will sign a service agreement, Offeror must include their company's standard service agreement with their RFP response.

A. AutoZone does not perform or provide any service-related offerings, only aftermarket and OEM parts sales.

Provide any additional information relevant to this section.

AutoZone / ALLDATA Value Add

AutoZone is the leading retailer and a leading distributor of automotive replacement parts and accessories in the Americas. Each AutoZone store carries an extensive product line for cars, sport utility vehicles, vans and light trucks, including new and remanufactured automotive hard parts, maintenance items, accessories, and non-automotive products. Many stores also have a commercial sales program that provides commercial credit and prompt delivery of parts and other products to local, regional and national repair garages, dealers, service stations and public sector accounts. We also have commercial programs in Mexico and Brazil. AutoZone also sells the ALLDATA brand diagnostic and repair software through www.alldata.com and www.alldatadiy.com. Additionally, we sell automotive hard parts, maintenance items, accessories, and non-automotive products through www.autozone.com and our commercial customers can make purchases through www.autozonepro.com. We also provide product information on our Duralast branded products through www.duralastparts.com. AutoZone does not derive revenue from automotive repair or installation.

AutoZone owns more than 6,000 locations (no franchises or independents) and has more than 100,000 employees.

ALLDATA is the industry's #1 choice for unedited mechanical and collision OEM repair information, diagnostic tools, shop management software, and support services, trusted by more than 400,000 technicians in over 115,000 shops worldwide.

Reporting Capabilities

AutoZone prides itself on capturing data and reporting data in an easy-to-read format. Reporting is typically published quarterly but could be made available monthly. AutoZone has a plethora of reports available to Public Sector partners, and customization is also an option, when a standard report doesn't suffice.

It's not uncommon for Public Sector partners to consider reporting requests as ad hoc, when the reports are standardized reports in the AutoZone-world. However, AutoZone is very flexible when it comes to providing value to its partners, through customized reporting, or other means.

Project Staffing and Organization

AutoZone has a single point-of-contact for Public Sector Business in sales and account receivables.

In addition, we have dedicated commercial staff to offer additional support where needed. Regional Manager, Regional Commercial Sales Manager, Territory Sales Manager, Commercial Sales Manager, District Managers and Store Managers all align on customers' needs to ensure complete satisfaction.

AutoZone does not use resellers or subcontractors. AutoZone, and potentially ALLDATA (an AutoZone company) will fulfill the requirements.

Quality Control (QC) and Quality Assurance (QA)

AutoZone offers one of the best warranties and labor claim reimbursement policies in the entire industry. AutoZone is able to offer these incredible programs, because of the high-quality of AutoZone product. As the largest aftermarket provider in the industry, AutoZone could not afford to offer inferior product quality. Rest assured . . . when AutoZone parts are installed, there's a high comfort-level.

DocuSign Envelope ID: 5E8D1F7B-7AFC-4E24-97D9-D51210F8650D

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)

DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

DOC #4 Texas Government Code 2270 Verification Form

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☑ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

DocuSigned by:
68DAA9E871B9431...

8/26/2021 | 10:00:04 AM CDT

Vice President, Commercial Support

Date

Authorized Signature & Title

8/26/2021 | 10:32:56 AM CDT

DocuSigned by:
E800417ADBE9447...

SVP, Commercial

DocuSign Envelope ID: 5E8D1F7B-7AFC-4E24-97D9-D51210F8650D

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company AutoZone Parts, Inc.

Address 123 S. Front St., Memphis, TN 38103

Phone 901.495.6500

Fax 901.495.8300

Contact

DocuSigned by:
[signature]
Signature

Duane Findley
Printed Name

Vice President, Commercial Support
Position with Company

Official Authorizing Proposal

DocuSigned by:
[signature]
Signature

Grant McGee
Printed Name

SVP, Commercial
Position with Company

DocuSign Envelope ID: 5E8D1F7B-7AFC-4E24-97D9-D51210F8650D

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2021-788933

Date Filed:
08/10/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
AutoZone Parts, Inc.
Memphis, TN United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Other

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Solicitation Number 21-12
Automotive Parts

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Alyssa Maloney, and my date of birth is August 1, 1991.

My address is 6332 Solway Dr. (street), Memphis (city), TN (state), 38119 (zip code), U.S.A (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Shelby County, State of TN, on the 10th day of August (month), 2021 (year).

Alyssa Maloney
Signature of authorized agent of contracting business entity
(Declarant)

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Grant Mcgee, as an authorized representative of AutoZone Parts, Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

DocuSigned by:

Signature of Named Authorized Company Representative

8/26/2021 | 10:32:56 AM CDT

Date

Board of Commissioners

Memorandum

Date: December 17, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award Renewal of File No. 230155-C-PH, HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services, Utilizing National Cooperative Purchasing Alliance (now Omnia Partners) Contract No. 02-123 **(Tom Funcheon Public Works Director, Janina Lewis Procurement Director)**

Recommendation

Award Renewal of File No. 230155-C-PH, HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services, utilizing National Cooperative Purchasing Alliance Contract No. 02-123, to Carrier Corporation, in an estimated annual amount of $200,000 through December 31, 2025, for the Public Works Department – Facilities Maintenance.

Background

On June 13, 2023, the Board approved File No. 230155-C-PH for annual preventive maintenance for the various HVAC systems throughout the City. On May 7, 2024, the Board approved Amendment 1, for an increase to $100,000.00 to add Fire Station 71. On August 6, 2024, the Board approved Amendment 2, for an increase to $150,000.00 to include Fire Station 71 services for Variable Air Volume (VAV) box inspections. On November 19, 2024, the Board approved an increase to $180,000.00 through December 31, 2024. The National Cooperative Purchasing Alliance renewed this contract for the period of January 1, 2025 through December 31, 2025.
The purpose of this contract is for annual preventive maintenance to service the various HVAC systems throughout the City buildings to maintain the systems at factory standards. This increase is necessary to keep up with the rising number of service calls required to maintain HVAC systems at factory standards (see attached memo).

Funding

Funding will be identified as parts and services are needed.

Strategic Plan Objective

N/A

Public Works Department
Office of the Director

To: Janina Lewis, Procurement Services Director

From: Tom Funcheon, Public Works Director

Date: December 11, 2024

Subject: Contract 230155-C-PH HVAC for Equipment, Maintenance and Installation

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RECOMMENDATION:

We recommend continuing the City-Wide contract with Carrier Commercial Services for the City's HVAC System and maintenance for $200,000 an increase of $20,000 over last contract.

BACKGROUND:

The purpose of the contract is for annual preventive maintenance to service the various HVAC systems throughout the City to maintain the systems at factory standards.

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Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

June 20, 2024

Mr. Joe Ison
Strategic Accounts Manager
Carrier Corporation (Carrier Global Corporation)
13995 Pasteur Blvd
Palm Beach Gardens, FL 33418

Sent via email to: joseph.e.ison@carrier.com

Re: Renewal of Region 14 ESC Contract **#02-123, HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services**

Dear Mr. Ison:

Region 14 Education Service Center is pleased to announce it is renewing contract **#02-123, HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services** for the period January 1, 2025 through December 31, 2025, in accordance with the contract.

If you have any questions or concerns, feel free to contact me at (325) 675-7003.

Sincerely,

DocuSigned by:
Emily Jeffrey
4FE64E70707547B...

Emily Jeffrey
Region 14, Chief Financial Officer

CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director

FROM: Patty Hall, CPPB, Senior Procurement Analyst

DATE: 11/19/2024

SUBJECT: Increase File No. 230155-C-PH, HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services, Utilizing National Cooperative Purchasing Alliance (now Omnia Partners) Contract No. 02-123

RECOMMENDATION:

Increase File No. 230155-C-PH, HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services, utilizing National Cooperative Purchasing Alliance Contract No. 02-123, to Carrier Corporation, from estimated annual amount of $150,000, to $180,000.00, an increase of $30,000, through December 31, 2024, for the Public Works Department – Facilities Maintenance.

BACKGROUND:

On June 13, 2023, the Board approved File No. 230155-C-PH for annual preventive maintenance for the various HVAC systems throughout the City. On May 7, 2024, the Board approved Amendment 1, for an increase to $100,000.00 to add Fire Station 71. On August 6, 2024, the Board approved Amendment 2, for an increase to $150,000.00 to include Fire Station 71 services for Variable Air Volume (VAV) box inspections.

The purpose of this contract is for annual preventive maintenance to service the various HVAC systems throughout the City buildings to maintain the systems at factory standards. This increase is necessary to keep up with the rising number of service calls required to maintain HVAC systems at factory standards and to continue services throughout the remainder of the contract period.

FUNDING: Funding will be identified as parts and services are needed.

Accepted: _____
City Manager

Attest: _____
City Clerk

Public Works Department
Office of the Director

To: Janina Lewis, Procurement Services Director

From: Tom Funcheon, Public Works Director

Date: October 31st, 2024

Subject: Amendment to 230155-C-PH HVAC Equipment and Installation

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RECOMMENDATION:

We recommend the approval of amending contract 230155-C-PH in reference to the City's HVAC Maintenance and Installation. Due to an increase in service calls we are looking to increase the original amount of the agreement from $150,000 to $180,000.

BACKGROUND:

The purpose of the contract is for annual preventive maintenance to service the various HVAC systems throughout the City to maintain the systems at factory standards.

CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director

FROM: Patty Hall, CPPB, Senior Procurement Analyst

DATE: 08/06/2024

SUBJECT: Amend File No. 230155-C-PH, HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services, Utilizing National Cooperative Purchasing Alliance (now Omnia Partners) Contract No. 02-123

RECOMMENDATION:

Amend File No. 230155-C-PH, HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services, utilizing National Cooperative Purchasing Alliance Contract No. 02-123, to Carrier Corporation, in an estimated annual total amount not to exceed $150,000.00 ($21,202.92 quarterly plus contingency) through December 31, 2024, for the Public Works Department – Facilities Maintenance.

BACKGROUND:

On June 13, 2023, the Board approved File No. 230155-C-PH for annual preventive maintenance to service the various HVAC systems throughout the City buildings in order to maintain the systems at factory standards. On May 7, 2024, the Board approved an increase to $100,000.00 to include Fire Station 71 inspections as well as filter replacements on all HVAC systems city-wide.

This contract amendment will allow the addition of services for Fire Station 71 maintenance inspections as well as Variable Air Volume (VAV) box inspections on all HVAC systems city-wide covered by the maintenance agreement.

The National Cooperative Purchasing Alliance (now Omnia Partners) is a competitively bid contract that allows for the for the utilization by any and all units of local governments. This contract is in effect until December 31, 2024.

FUNDING: Funding will be identified as parts and services are needed.

Accepted: _____
City Manager

Attest: _____
City Clerk

Public Works Department
Office of the Director

To: Janina Lewis, Procurement Services Director

From: Tom Funcheon, Public Works Director

Date: August 6, 2024

Subject: Amendment to 230155-C-PH HVAC Equipment and Installation

RECOMMENDATION:

We recommend the approval of amending contract 230155-C-PH in reference to the City's HVAC Maintenance and Installation. Due to additional contigent services we are looking to increase the original amount of the agreement from $100,000 to $150,000. We would also like to add the following services to the contract.

- VAV inspections and maintenance for Station 71 and the Public Safety Building

BACKGROUND:

The purpose of the contract is for annual preventive maintenance to service the various HVAC systems throughout the City in order to maintain the systems at factory standards.

Current quarterly charge is $18,918.75. These changes will increase costs to $21,202.92 per quarter.

CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director

FROM: Patty Hall, CPPB, Senior Procurement Analyst

DATE: 05/07/2024

SUBJECT: Amend File No. 230155-C-PH, HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services, Utilizing National Cooperative Purchasing Alliance (now Omnia Partners) Contract No. 02-123

RECOMMENDATION:

Amend File No. 230155-C-PH, HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services, utilizing National Cooperative Purchasing Alliance Contract No. 02-123, to Carrier Corporation, in an estimated annual total amount not to exceed $100,000.00 ($18,918.75 quarterly plus contingency) through December 31, 2024, for the Public Works Department – Facilities Maintenance.

BACKGROUND:

On June 13, 2023, the Board approved File No. 230155-C-PH for annual preventive maintenance to service the various HVAC systems throughout the City buildings in order to maintain the systems at factory standards.

This contract amendment will allow the addition of services for Fire Station 71 inspections as well as filter replacements on all HVAC systems city-wide covered by the maintenance agreement.

The National Cooperative Purchasing Alliance (now Omnia Partners) is a competitively bid contract that allows for the for the utilization by any and all units of local governments. This contract is in effect until December 31, 2024.

FUNDING: Funding will be identified as parts and services are needed.

Accepted: _____
City Manager

Attest: _____
City Clerk

Public Works Department
Office of the Director

To: Janina Lewis, Procurement Services Director

From: Tom Funcheon, Public Works Director

Date: April 10, 2024

Subject: Amendment to 230155-C-PH HVAC Equipment and Installation

RECOMMENDATION:

We recommend the approval of amending contract 230155-C-PH in reference to the City's HVAC Maintenance and Installation. We would like to add the following services to the contract.

- Station 71 inspections
- VAV filter replacements at the Public Safety Building on an annual basis
- Filter replacements on all units covered by the maintenance contract

BACKGROUND:

The purpose of the contract is for annual preventive maintenance to service the various HVAC systems throughout the City in order to maintain the systems at factory standards.

The current agreement is $14,294.32 quarterly. These changes will increase costs to $18,918.75.

CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director

FROM: Patty Hall, CPPB, Senior Procurement Analyst

DATE: 06/13/2023

SUBJECT: Award File No. 230155-C-PH, HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services, Utilizing National Cooperative Purchasing Alliance (now Omnia Partners) Contract No. 02-123

RECOMMENDATION:

Award File No. 230155-C-PH, HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services, utilizing National Cooperative Purchasing Alliance Contract No. 02-123, to Carrier Corporation, in an estimated annual total amount not to exceed $75,000.00 through December 31, 2024, for the Public Works Department – Facilities Maintenance.

BACKGROUND:

The purpose of this contract is for annual preventive maintenance to service the various HVAC systems throughout the City buildings in order to maintain the systems at factory standards.

The National Cooperative Purchasing Alliance (now Omnia Partners) is a competitively bid contract that allows for the for the utilization by any and all units of local governments. This contract is in effect until December 31, 2024.

FUNDING: Funding will be identified as parts and services are needed.

Accepted: _____
City Manager

Attest: _____
City Clerk

Public Works Department
Office of the Director

To: Janina Lewis, Procurement Services Director

From: Tom Funcheon, Public Works Director

Date: April 20, 2023

Subject: Carrier Commercial Services

RECOMMENDATION:

We recommend the approval of utilizing Carrier Commercial Service for the City's HVAC service and maintenance.

BACKGROUND:

The purpose of the contract is for annual preventive maintenance to service the various HVAC systems throughout the City in order to maintain the systems at factory standards.

We have been in a contract with Trane for seven (7) years. We feel their performance has been affected since their recent internal changes.

Carrier has been in business for over 100 years. Some of Carrier's employees are familiar and have knowledge on the City's HVAC systems. They have mapped out a detailed maintenance plan on our 100 + units, plus the Public Safety Building Chiller System, that we feel will meet our needs.

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, December 13th, 2021

Carrier Corporation
ATTN: Joe Ison
5900 Northwoods Business Pkwy, Ste. H
Charlotte, NC 28269

Dear Joe:

Region XIV Education Service Center is happy to announce that Carrier Corporation has been awarded an annual contract HVAC Equipment, Installation, Services, Building Control Systems & Related Products and Services based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on December 31st, 2024. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and Carrier Corporation.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Shane Fields
Region XIV, Executive Director

BLUEDGE

Carrier® Commercial Service HVAC Maintenance Plan

Core

Prepared For:

City of Tarpon Springs

For Service At:

City of Tarpon Springs
201 Pine St
Tarpon Springs, FL 34689

April 10, 2023

Carrier

Over 100 years of innovation

carrier.com/service

Carrier® Commercial Service

Proposed Maintenance Plan

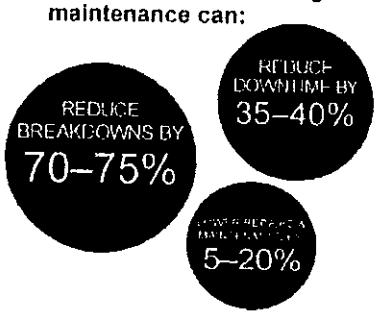
Mr. Funcheon,

Thank you for considering Carrier for your mechanical HVAC service. As a leading expert in the industry, we have carefully considered your unique needs in putting together this proposal. The specific details of this plan will be outlined in the following pages of this packet, but here is a summary for your convenience.

Service Plan Level:	Carrier Core
Agreement Term:	June 01,2023 through May 31,2026
Location Address:	201 Pine St, Tarpon Springs, FL 34689
Equipment Summary:	
See Detailed Equipment List on Page 4.	

Impact

Research has shown regular maintenance can:



Source FEMP O&M Guide – July 2004

Benefits

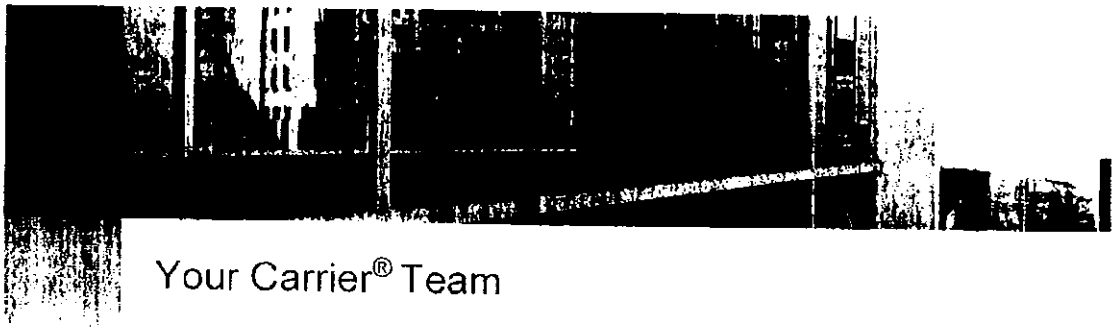
Safeguarding your equipment by choosing Carrier brings the security of having forged a true partnership with the HVAC industry's foremost servicing and technology leader. We have access to the most advanced technical service tools and engineering resources. By partnering with us we are confident you can experience many benefits such as:

- *Prolonged equipment life*
- *Maximum energy savings*
- *Increased comfort*
- *Lower operating costs*

If you require any additional information about the scope of work and details contained in this proposal, please do not hesitate to contact me. Again, Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Chad Snyder



Carrier

Your Carrier® Team

We are pleased to provide you with a first-class team dedicated to meeting your scheduled and unscheduled service needs. Here is an introduction to the Carrier team that will be serving you.

	Title	
Chad Snyder	Service Sales Representative	chad.snyder@carrier.com
Michael Bach	Service Operations Lead	michael.bach@carrier.com

Our Commitment to You

Carrier Commercial Service commits to providing you the best service in the industry. Here are just a few of the ways we strive to earn the title of expert.

24/7 Support – We know your equipment has no predictable timetable. That is why we have teams of experts standing by to assist you at any hour of the day or night.

Certified Technicians – Our technicians are certified as Carrier Specialists or Masters – through our progressive Tech360 Certification Program – and thoroughly tested to our exacting standards.

Systems Expertise – At Carrier, we don't just change filters – we provide a complete spectrum of services to meet your diverse HVAC needs. Scheduled maintenance, emergency repairs, remote diagnostics and analytics, equipment replacement and modernization are just a few of the services we can provide. As the servicing entity of Carrier, we have access to the latest engineering advancements and the most advanced technical servicing tools.

Standard Work Procedures – Our Achieving Competitive Excellence (ACE) operating system brings you standardized solutions, no guesswork, and no variables. We focus on quality, efficiency and consistency at your jobsite and in all our day-to-day business practices.

Environmental Health and Safety (EH&S) – We support a multi-faceted EH&S management system which ensures a focused approach to safety every day. On all levels, we adhere to the most stringent safety standards, which translates to safety on your job site.

24/7 SUPPORT & SERVICE
1-800-379-6484
WWW.CARRIER.COM/COMMERCIAL

Equipment Summary

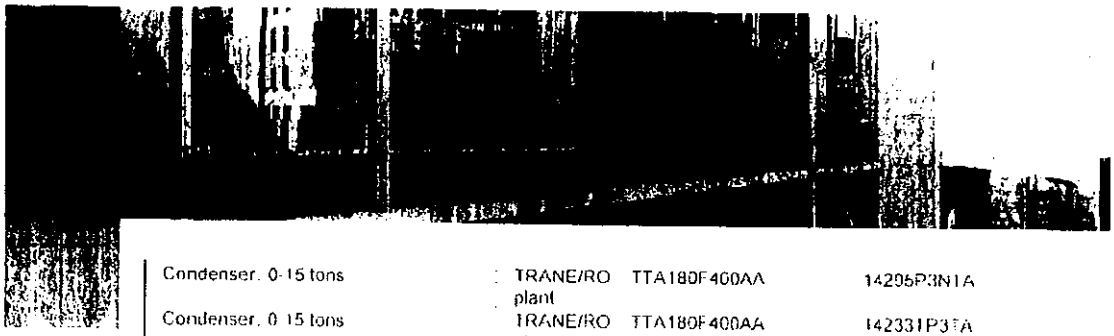
The following equipment is covered in the Carrier Core HVAC maintenance plan

DESCRIPTION	MFR	MODEL	SERIAL NUMBER	LOCATION
Carrier Water-Cooled Chiller 30MPW	Carrier	30MPW04060-01005	0214Q21577	Public Safety
Carrier Water-Cooled Chiller 30MPW	Carrier	30MPW04060-01005	0214Q21581	Public Safety
Split System: 0-10 tons	ALLEGIANCE/C Hall	2A7C0060A3000AA	6252PES3F	City Hall
Split System: 0-10 tons	AMERICAN STANARD/Cult	4A6H4048G1000AG	N/A	Cultural Center
Split System: 0-10 tons	AMERICAN STANDARD/Cult	4A6H4048G1000AG	2143306M4F	Cultural Center
Split System: 0-10 tons	AMERICAN STANDARD/Cult	4A6H4048G1000AG	N/A	Cultural Center
Condenser: 0-15 tons	AMERISTAR/ C hall	2A6M3036A1000AA	72317FY4F	City Hall
Split System: 0-10 tons	AMERISTAR/Com Center	2A6M3036A1000AA	8093PNR4F	Community Center
Pump: 0-5hp	AURA/public	PUMP	FIELD VERIFY	Public Safety
Pump: 0-5hp	BELL AND GOSSET/public	PUMP AND MOTOR	FIELD VERIFY	Public Safety
Pump: 0-5hp	BELL AND GOSSET/public	PUMP AND MOTOR	F/V	Public Safety
Condenser: 0-15 tons	CARRIER/ C Hall	38HE 500C12	0590F068	City Hall
Condenser: 0-15 tons	CARRIER/ C Hall	38HE 09550	055EA12014	City Hall
AHU - Packaged: 3-20hp	CARRIER/ Public	39THUGAA-61164--AB	3300F24695	Public Safety
Condenser: 0-15 tons	CARRIER/ C Hall	38ARZ012	3105G5010	City Hall
AHU - Central Station: 2-20hp	CARRIER/ C Hall	39UB1181GA1131	1190T08532	City Hall
AHU - Central Station: 3-20hp	CARRIER/ C Hall	39UB1808533	1190T08533	City Hall
Condenser: 0-15 tons	CARRIER/ LIB	38ARZ006	1908G50400	Library
AHU - Central Station: 2-20hp	CARRIER/ LIB	39NXV07 N 82743	2696182743	Library
AHU - Central Station: 3-20hp	CARRIER/ Public	39THUGAA-61164--AB	3300F24700	Public Safety
AHU - Central Station: 3-20hp	CARRIER/ Public	39THUGAA-61164--AB	3300F24712	Public Safety
Condenser: 0-15 tons	Carrier/RO plant	38HDF036-601	3914X90640	RO Plant
Condenser: 0-15 tons	Carrier/RO plant	38HDF036-601	3714X93090	RO Plant

AHU - Central Station, 3-20hp	DAIKIN/LIB	CAH021GDAC	FB0U140300386	Library
AHU - Central Station, 3-20hp	DAIKIN/LIB	CAH021GDAC	FB0U140300387	Library
Packaged Equipment 0-10 tons	DIAKIN/C Hall	DPS006AHHY2DW	225699	City Hall
Packaged Equipment 0-10 tons	DIAKIN/C Hall	DPS010AHC82DV	022069900109	Library
Condenser, 15-75 tons	DIAKIN/LIB	RCSO25DYYYY	FB0U140200815	Library
Packaged Equipment 0-10 tons	DIAKIN/LIB	RCSO25DYYYY	FB0U140200843	Library
Split System, 0-10 tons	GOODMAN/Com Center	GSZ140601KC	1702417256	Community Center
AHU - Central Station, 3-20hp	Greenheck/ RO plant	ERV-20-30L-A	13888955	RO Plant
Split System, 0-10 tons	LENNOX/Com Center	14ACX-060-230-14	1915C17471	Community Center
Cooling Tower, Closed, 0-500 tons	PROTECH/ Public	PRC	N/A	Public Safety
Cooling Tower, Closed, 0-500 tons	PROTECH/ Public	PRC	N/A	Public Safety
Split System, 0-10 tons	RHEEM/ C Hall	13AJA42A01	7656N300907149	City Hall
Packaged Equipment 0-10 tons	RHEEM/Comm Center	13AJA24A01	7653N070900319	Community Center
Split System, 0-10 tons	RHEEN/Comm Center	RAKA-060CAS	4991 M3502	Community Center
Split System, 0-10 tons	SAMSUNG SPLIT SYSTEM/Public	AQX36VFUAGM	FIELD VERIFY	Public Safety
Split System, 0-10 tons	SAMSUNG SPLIT SYSTEM/Public	AQX36VFUAGM	FIELD VERIFY	Public Safety
Split System, 0-10 tons	SAMSUNG /Cult	AR18KSFPDWQX	N/A	Cultural Center
Split System, 0-10 tons	SAMSUNG /Cult	AR18KSFPDWQX	N/A	Cultural Center
Split System, 0-10 tons	SAMSUNG /Cult	AR18KSFPDWQX	N/A	Cultural Center
Split System, 0-10 tons	SAMSUNG /Cult	AR18KSFPDWQX	N/A	Cultural Center
Split System, 0-10 tons	SAMSUNG /Cult	AR18KSFPDWQX	N/A	Cultural Center
Split System, 0-10 tons	SAMSUNG /Cult	AR18KSFPDWQX	N/A	Cultural Center
Split System, 0-10 tons	TRANE	TTA24	N/A	City Hall

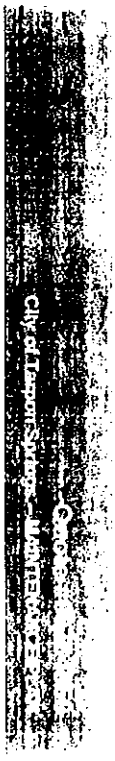
Carrier

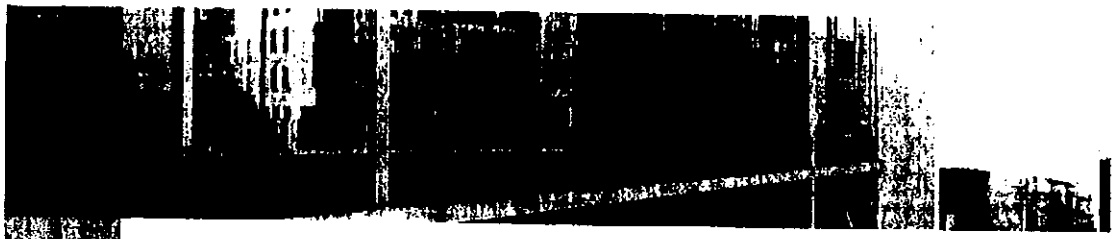
Split System: 0-10 tons	TRANE/C Hall	TTA120H300AA	162355	City Hall
Split System: 0-10 tons	TRANE/C Hall	TTB024C100A2	R5224NOBF	City Hall
Split System, 0-10 tons	TRANE/C Hall	TTA060D300A1	R4522A33F	City Hall
Split System, 0-10 tons	TRANE/C Hall	N/A	N/A	City Hall
AHU - Central Station 3-20hp	TRANE/C Hall	TWE120E300AC	16511SAJBA	City Hall
AHU - Central Station 3-20hp	TRANE/C Hall	TWF120F300AC	16324KU4BA	City Hall
Packaged Equipment 0-10 tons	TRANE/C Hall	TCD048C300BD	R47100793D	City Hall
Packaged Equipment 0-10 tons	TRANE/C Hall	4TCC4024A1000AB	193810579L	City Hall
Packaged Equipment 0-10 tons	TRANE/C Hall	4TCC4040A100AB	203614394L	City Hall
Packaged Equipment 0-10 tons	TRANE/C Hall	4TCC4024A1000AB	193810577L	City Hall
Packaged Equipment 0-10 tons	TRANE/C Hall	TCC018F100BG	Z0521NW2H	City Hall
Packaged Equipment 0-10 tons	TRANE/C Hall	4TTR4024L1000BA	20251JB94F	City Hall
Packaged Equipment 0-10 tons	TRANE/C Hall	N/A	N/A	City Hall
Split System, 0-10 tons	TRANE/C Hall	TTB012C100A2	Z064M74BF	City Hall
Split System, 0-10 tons	TRANE/C Hall	4TWR4024G10000AA	17171H4TBF	City Hall
Split System, 0-10 tons	TRANE/C Hall	TTA120H300AA	162355XFYA	City Hall
Split System: 0-10 tons	TRANE/C Hall	4TTR4060L1000AA	18036JNU5F	City Hall
Packaged Equipment, >50 tons	TRANE/Comm Center	TTA09043AAB01Ae	22232107YA	Community Center
Split System: 0-10 tons	TRANE/Comm Center	TEH600BEBY	C20A60051	Community Center
Split System, 0-10 tons	TRANE/Comm Center	4TTR6030J1000AA	161755TG5I	Community Center
Split System, 0-10 tons	TRANE/Comm Center	4TTR6061C1000AA	16032TPJ2F	Community Center
Split System, 0-10 tons	TRANE/Comm Center	BTD736A100B0	B362009B6	Community Center
Split System: 0-10 tons	TRANE/Cult	4TTR4048L1000AA	29014NA63F	Cultural Center
AHU - Central Station 3-20hp	Trane/RO plant	TWE180F300AA	14414YM6WA	RO Plant
AHU - Central Station 3-20hp	Trane/RO plant	TWE180L300AA	14415L5FWA	RO Plant
AHU - Central Station 3-20hp	Trane/RO plant	TWE180F300AA	14414YA3WA	RO Plant
AHU - Central Station 3-20hp	Trane/RO plant	TWE180F300AA	14415ML1WA	RO Plant
Condenser 0-15 tons	TRANE/RO plant	TTA180F400AA	14232YD41A	RO Plant



Carrier

Condenser, 0-15 tons	TRANE/RO plant	TTA180F400AA	14295P3N1A	RO Plant
Condenser, 0-15 tons	TRANE/RO plant	TTA180F400AA	14295P3RTA	RO Plant
Condenser, 0-15 tons	TRANE/RO plant	TTA180F400AA	14295P3RTA	RO Plant





General Services Included

Operating Inspection

An Operating Inspection shall include specific tasks and recommended frequencies for each equipment type. Each inspection will be used to ensure a consistent and thorough review of the covered equipment. Parts, oil, lubricants and materials (refrigerant is a separate item herein) are included as required items to perform the Operating Inspection tasks/actions as indicated in the Service Agreement.

Annual Preventive Maintenance (PM)

Annual Preventive Maintenance is defined as pre-scheduled recurring preventive maintenance actions, which is to be performed once a year or as recommended by the equipment manufacturer. This annual maintenance is designed to maintain the machine at factory standards and prepare the equipment for effective, reliable and efficient operation. Items such as gaskets, filters, o-rings, oil, lubricants and materials (refrigerant is a separate item herein) are included on an as required basis to perform the Annual Preventive Maintenance tasks/actions indicated in the Service Agreement.

Coil Cleaning

If applicable, the coils indicated on the Service Agreement herein are to be cleaned at the interval(s) indicated. Coil cleaning consists of cleaning the air-side surface of the coil to remove any airborne particles and dirt build-up using either brush cleaning, high-pressure air, chemicals with low-pressure wash or high-pressure chemical spray at Carrier's discretion based on coil accessibility or if specified under separate cover.

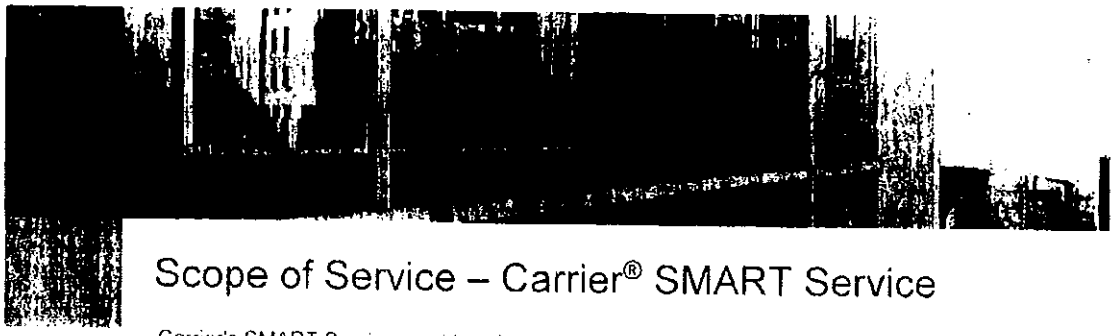
Water Treatment & Cooling Tower

Monthly Water treatment for Plant

Quarterly Closed loop water treatment

Annual Tower Cleaning

Annual cleaning of Heat Exchanger on chillers



Scope of Service – Carrier® SMART Service

Carrier's SMART Service provides electronic interface to a chiller's product integrated controls. Carrier will collect data such as temperatures, pressures and electrical conditions for specific chillers as indicated in the Carrier proposal. Carrier agrees to provide and install necessary equipment to perform this service and retains sole discretion for determining what parameters and data will be monitored and collected.
Any panels, hardware, meters, tools, remote monitoring devices or communications devices which Carrier may use or install under this Contract to perform this service ("Carrier SMART Service Equipment") are and shall remain Carrier's sole property solely for the use of Carrier employees. Such Carrier SMART Service Equipment is not considered part of the chiller unit(s).

Carrier agrees to:

1. Install Carrier SMART Service Equipment on site
2. Provide continuous remote data collection for the term of the Service Agreement
3. In the event that a chiller alarm or alert indicator is detected by the Carrier SMART Service Equipment, Carrier will notify Customer
4. Deliver reports to Customer summarizing the operating conditions of the applicable chiller(s)

Ownership of Carrier® SMART Service Equipment

Carrier retains ownership of the Carrier SMART Service Equipment installed or used at the Customer site. Upon expiration or termination of this Agreement, Carrier is responsible for removing the Carrier SMART Service Equipment from the Customer's site.

Ownership of Certain Proprietary Property Rights

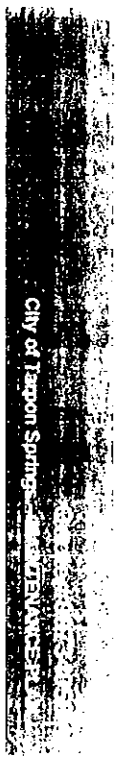
Customer shall acquire no rights or interest in any software, formulas, patterns, devices, inventions, or processes, copyright, patent, and other intellectual and proprietary rights or similar items of property which are or may become used in connection with the Carrier SMART Service Equipment or system.

Actions by Customer

Customer shall not operate, maintain, move, remove, alter, or change in any way the Carrier SMART Service Equipment or any part thereof without Carrier's prior written consent. Customer grants Carrier the right to store and/or install such Carrier SMART Service Equipment and to electrically connect it to the units. Access to the Carrier SMART Service Equipment is restricted to authorized Carrier personnel. Customer will not and will not permit others to use, access, examine, copy, disclose or disassemble the Carrier SMART Service Equipment or the software resident in the Carrier SMART Service Equipment for any purpose whatsoever. If service expires or is terminated for any reason, Carrier will immediately be given access to the premises to remove the Carrier SMART Service Equipment at Carrier's expense. Customer shall provide safe and reasonable access to the Carrier SMART Service Equipment and permit access to Customer's site and use of building services.

Data Privacy

Carrier® SMART Service collects Personal Information (information and data exchanged in connection with this Agreement related to any identified or identifiable natural person or is subject to any applicable data privacy laws). The parties will comply with applicable data privacy laws governing Personal Information processed under this Agreement. The parties take all reasonable commercial and legal steps to protect Personal Information. Buyer will ensure that it has the legal right to provide Carrier with any Personal Information shared under this Agreement, and Buyer will notify those individuals before sharing their Personal Information with Carrier. Carrier processes Personal Information in accordance with its privacy notice at Carrier.com.



Carrier® Service Agreement

Tom Funcheon
City of Tarpon Springs
201 Pine St
Tarpon Springs, FL 34689

Quote #: 00734050
Submitted By: Chad Snyder
Date: 04/10/2023

Service Plan

Carrier Core as defined in General Services section.

Agreement Term

This Agreement shall become effective upon **06/01/2023** and shall continue for a **Three (3) year** term
The Agreement shall automatically renew at each contract anniversary (see Agreement Renewal).
Either party may terminate this agreement as outlined in the Terms and Conditions.

Agreement Price

Total agreement price is for Three (3) year(s), payable on quarterly schedule.

Agreement price per quarter: ~~**$15,882.58**~~	**Omnia Partners adjusted pricing**	**$ 14,294.32**
Agreement price in year one. ~~**$63,530.33**~~	**Omnia Partners adjusted pricing**	**$ 57,177.30**
Total agreement price. ~~**$190,591.00**~~	**Omnia Partners adjusted pricing**	**$ 171,531.90**

Contract #02-123

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc

Acceptance and Approval

This contract will become binding upon signature by Customer and signature by a Carrier representative. The undersigned acknowledges and agrees by its signature that the Scope of Service, and any amendment or addenda prepared by Carrier with respect thereto, constitutes the entire Agreement.

Customer Acceptance (typed/printed name)	Carrier Acceptance (typed/printed name)
Title	Title
Customer Acceptance (signature)	Carrier Acceptance (signature)
Date	Date

City of Tarpon Springs Supplied Document

Agreement Renewal

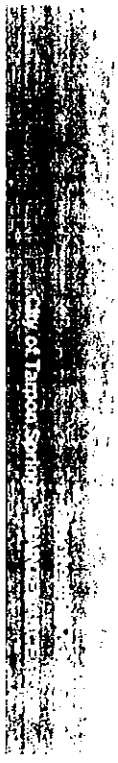
The Agreement shall automatically renew at each contract anniversary for an additional like term (a renewal term). The Agreement Price for the first year of the initial renewal term will be adjusted to reflect the percent increase shown by the index of the Producer Price Index for Metals and Metal products published by the U.S. Department of Labor Bureau of Statistics for the adjustment month compared with the index for the same month of the final year of the original term of the Agreement and the percent increase to Carrier straight-time hourly labor rates contained in the applicable Carrier collective bargaining agreement compared with the straight-time hourly labor rates for the same month of the final year of the original term of the Agreement. The Agreement Price will be adjusted annually thereafter to reflect the percent increase shown by the index of the Producer Price Index for Metals and Metal products published by the U.S. Department of Labor, Bureau of Statistics for the adjustment month compared with the index for the same month of the previous year, and the percent increase to Carrier straight-time hourly labor rates contained in the applicable Carrier collective bargaining agreement compared with the straight-time hourly labor rates for the same month of the previous year.

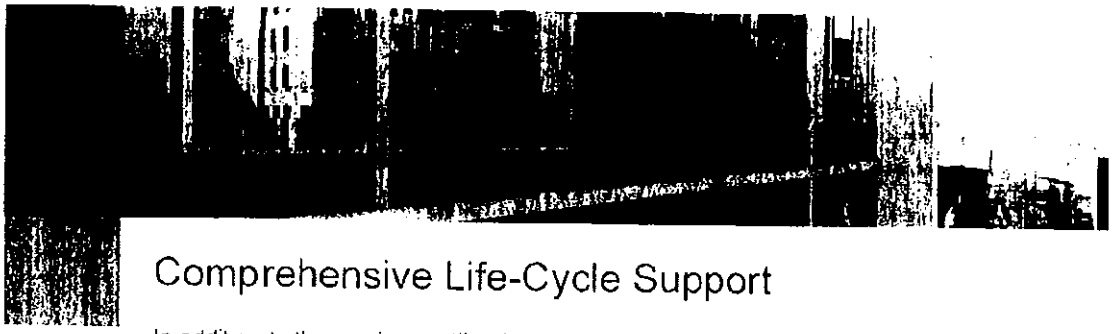
Early Release

In the event of early termination or other breach by the Customer, Carrier may, at its option, recover from Customer, and Customer agrees to pay any and all amounts which, under the terms of this Agreement, may be then due or which may have accrued to the date of such termination and also to pay the following termination charge which is agreed to be a reasonable sum fairly representing actual damages Carrier would suffer.

IF THIS AGREEMENT IS TERMINATED PRIOR TO. 06/01/2024

TERMINATION CHARGE





Comprehensive Life-Cycle Support

In addition to the services outlined in this proposal, Carrier provides a complete lineup of other services to cover all your cooling and heating needs. Here are a few services that we feel would additionally benefit you.

- Equipment Purchase/Replacement
- Install
- Startup
- Extended Warranty
- Preventive & Predictive Maintenance Plans
- Repair & Overhaul
- Modifications & Upgrades
- HVAC System Optimization
- Refrigerant Management
- Temporary Solutions

For more information, please contact your Carrier® team or visit carrier.com/service.

24/7 SUPPORT & SERVICE
1-800-379-6484
WWW.CARRIER.COM/COMMERCIAL

Carrier® Terms and Conditions

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

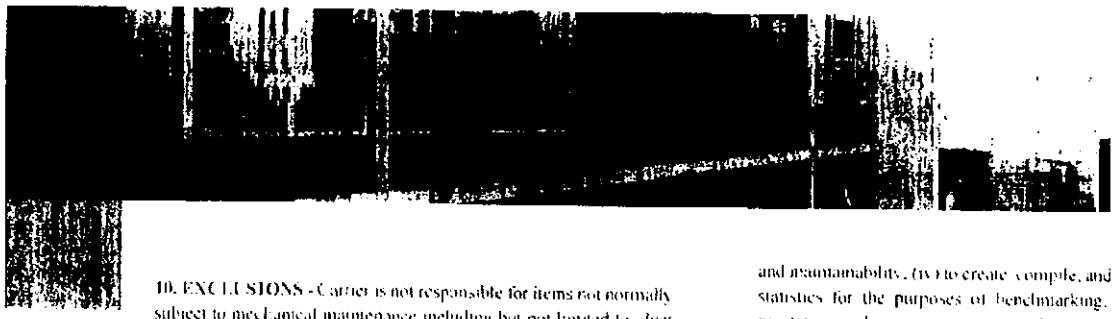
6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace F.O.B. point of sale any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation but it does pass on to Customer any transferable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. <u>THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.</u>

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to, water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.



10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to:
freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an "equipment condition" report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services and Carrier's Analytics Platform, and (iii) improving product performance, operation, reliability, and maintainability, (iv) to create, compile, and/or use datasets and or statistics for the purposes of benchmarking, development of best practices, product improvement, (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and or (vii) in support of Carrier agreements.

Source Data - shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data or (ii) perform data processing, and or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred and purchases or contract commitments made by Carrier and all other losses due to the cancellation, including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR") and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances or mold, fungi, mildew or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous oral or written statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.**

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

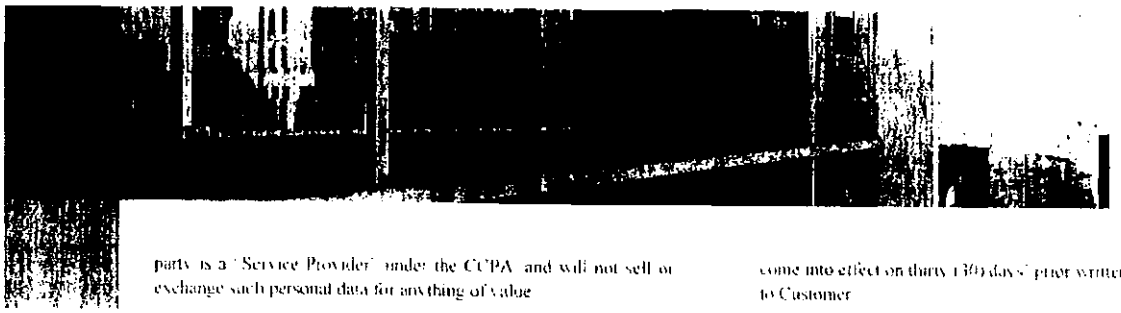
29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link:

https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice

Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such

City of Tarpon Springs – MAINTENANCE



party is a "Service Provider" under the CCPA and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS – Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) – Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health

Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

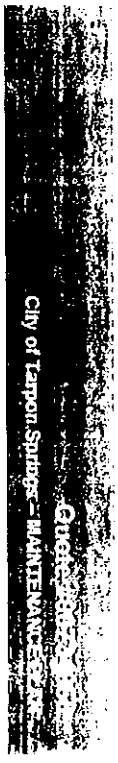
34. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:

https://www.carrier.com/commercial-en-us/media/carrier-anti-discrimination-harassment-policy-02192021_tem199-109848.pdf

35. EQUIPMENT RENTALS – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at

https://www.carrier.com/rentals-en-us/rental-equipment-rental-forms/

shall apply to the rental equipment.



City of Tampa Springs – MAINTENANCE

CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director

FROM: Patty Hall, CPPB, Senior Procurement Analyst

DATE: 05/07/2024

SUBJECT: Amend File No. 230155-C-PH, HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services, Utilizing National Cooperative Purchasing Alliance (now Omnia Partners) Contract No. 02-123

RECOMMENDATION:

Amend File No. 230155-C-PH, HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services, utilizing National Cooperative Purchasing Alliance Contract No. 02-123, to Carrier Corporation, in an estimated annual total amount not to exceed $100,000.00 ($18,918.75 quarterly plus contingency) through December 31, 2024, for the Public Works Department – Facilities Maintenance.

BACKGROUND:

On June 13, 2023, the Board approved File No. 230155-C-PH for annual preventive maintenance to service the various HVAC systems throughout the City buildings in order to maintain the systems at factory standards.

This contract amendment will allow the addition of services for Fire Station 71 inspections as well as filter replacements on all HVAC systems city-wide covered by the maintenance agreement.

The National Cooperative Purchasing Alliance (now Omnia Partners) is a competitively bid contract that allows for the for the utilization by any and all units of local governments. This contract is in effect until December 31, 2024.

FUNDING: Funding will be identified as parts and services are needed.

Accepted: _____
City Manager

Attest: _____
City Clerk

Public Works Department
Office of the Director

To: Janina Lewis, Procurement Services Director

From: Tom Funcheon, Public Works Director

Date: April 10, 2024

Subject: Amendment to 230155-C-PH HVAC Equipment and Installation

RECOMMENDATION:

We recommend the approval of amending contract 230155-C-PH in reference to the City's HVAC Maintenance and Installation. We would like to add the following services to the contract.

- Station 71 inspections
- VAV filter replacements at the Public Safety Building on an annual basis
- Filter replacements on all units covered by the maintenance contract

BACKGROUND:

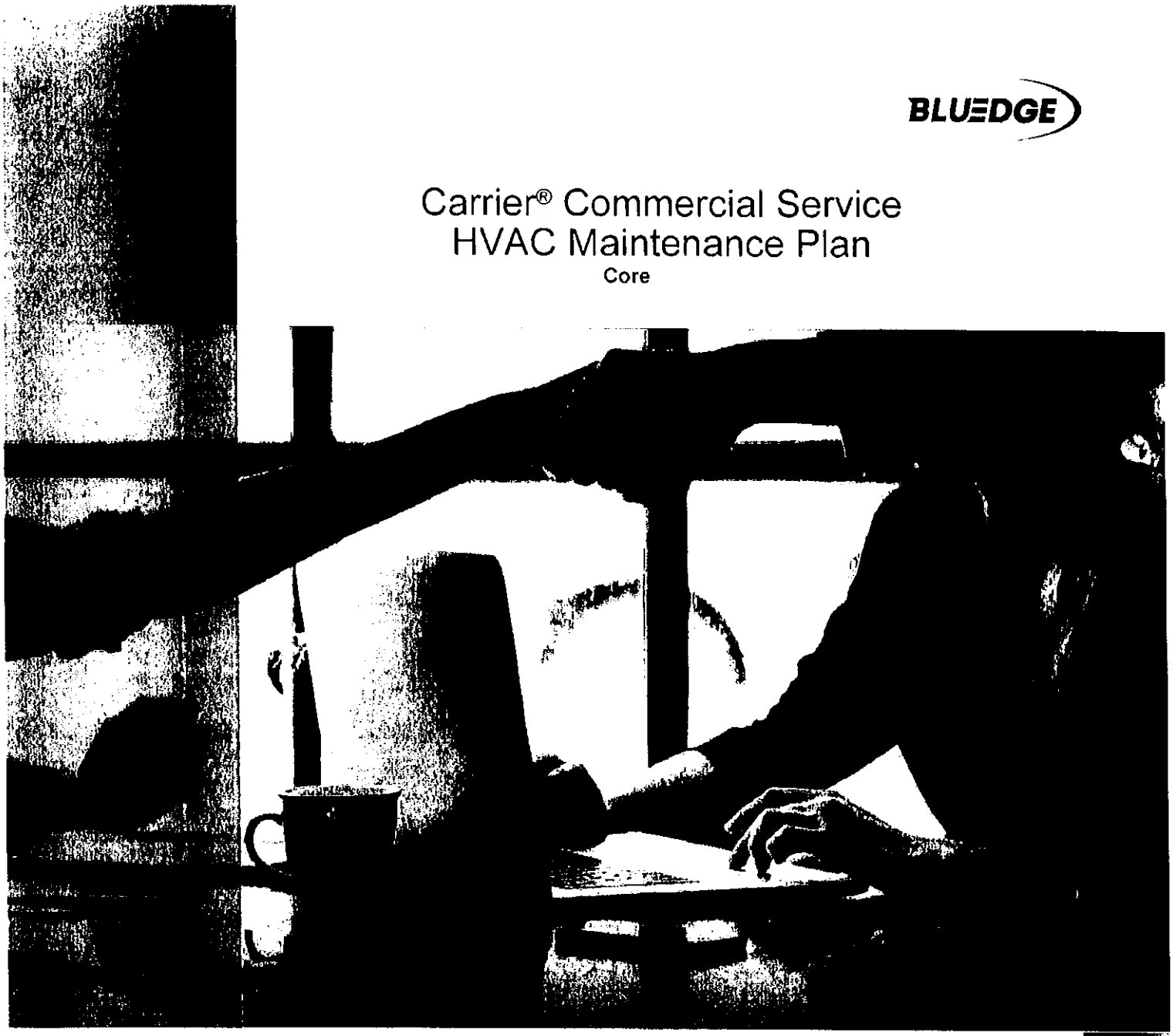
The purpose of the contract is for annual preventive maintenance to service the various HVAC systems throughout the City in order to maintain the systems at factory standards.

The current agreement is $14,294.32 quarterly. These changes will increase costs to $18,918.75.

BLUEDGE

Carrier® Commercial Service HVAC Maintenance Plan

Core



Prepared For:

City of Tarpon Springs

For Service At:

City of Tarpon Springs
444 S Huey Ave.
Tarpon Springs, FL 34689-4722

August 9, 2023

Carrier

Over 100 years of innovation

carrier.com/service

Carrier® Commercial Service

Proposed Maintenance Plan

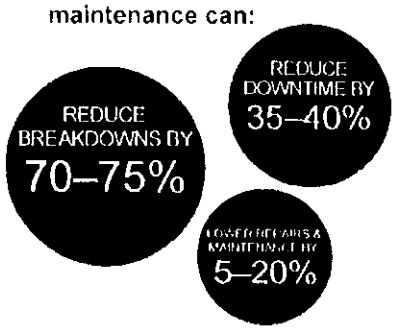
Mr. Funcheon,

Thank you for considering Carrier for your mechanical HVAC service. As a leading expert in the industry, we have carefully considered your unique needs in putting together this proposal. The specific details of this plan will be outlined in the following pages of this packet, but here is a summary for your convenience.

Service Plan Level:	Carrier Core
Agreement Term:	September 01,2023 through August 31,2026
Location Address:	444 S Huey Ave, Tarpon Springs, FL 34689-4722
Equipment Summary:	
See Detailed Equipment List on Page 4.	

Impact

Research has shown regular maintenance can:



Source FEMP O&M Guide – July 2004

Benefits

Safeguarding your equipment by choosing Carrier brings the security of having forged a true partnership with the HVAC industry's foremost servicing and technology leader. We have access to the most advanced technical service tools and engineering resources. By partnering with us we are confident you can experience many benefits such as:

- *Prolonged equipment life*
- *Maximum energy savings*
- *Increased comfort*
- *Lower operating costs*

If you require any additional information about the scope of work and details contained in this proposal, please do not hesitate to contact me. Again, Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Chad Snyder

Your Carrier® Team

We are pleased to provide you with a first-class team dedicated to meeting your scheduled and unscheduled service needs. Here is an introduction to the Carrier® team that will be serving you

Name		
Chad Snyder	Commercial Service Account Manager	chad.snyder@carrier.com
Michael Bach	Service Operations Lead	michael.bach@carrier.com

Our Commitment to You

Carrier Commercial Service commits to providing you the best service in the industry. Here are just a few of the ways we strive to earn the title of expert.

24/7 Support – We know your equipment has no predictable timetable. That is why we have teams of experts standing by to assist you at any hour of the day or night.

Certified Technicians – Our technicians are certified as Carrier Specialists or Masters – through our progressive Tech360 Certification Program – and thoroughly tested to our exacting standards

Systems Expertise – At Carrier, we don't just change filters – we provide a complete spectrum of services to meet your diverse HVAC needs. Scheduled maintenance, emergency repairs, remote diagnostics and analytics, equipment replacement and modernization are just a few of the services we can provide. As the servicing entity of Carrier, we have access to the latest engineering advancements and the most advanced technical servicing tools.

Standard Work Procedures – Our Achieving Competitive Excellence (ACE) operating system brings you standardized solutions, no guesswork, and no variables. We focus on quality, efficiency and consistency at your jobsite and in all our day-to-day business practices

Environmental Health and Safety (EH&S) – We support a multi-faceted EH&S management system which ensures a focused approach to safety every day. On all levels, we adhere to the most stringent safety standards, which translates to safety on your job site.

24/7 SUPPORT & SERVICE
1-800-379-6484
WWW.CARRIER.COM/COMMERCIAL

Equipment Summary

The following equipment is covered in the Carrier Core HVAC maintenance plan.

DESCRIPTION	MFR	MODEL	SERIAL NUMBER	LOCATION
Carrier Water-Cooled Chiller 30MPW	Carrier	30MPW04060-01005	0214Q21577	
Carrier Water-Cooled Chiller 30MPW	Carrier	30MPW04060-01005	0214Q21581	
AHU - Central Station; 0-2hp	Other	AHU	N/A	
Split System; 0-10 tons	Other	split	NA	
Condenser, 10-25	Other	condenser	N/A	
Pump; 06-20hp	Other	pump	N/A	
Packaged Equipment, 7.5-15 Tons	Other	package unit	N/a	
Cooling Tower, Closed <300 tons	Other	Cooling Tower	N/A	

General Services Included

Operating Inspection

An Operating Inspection shall include specific tasks and recommended frequencies for each equipment type Each inspection will be used to ensure a consistent and thorough review of the covered equipment. Parts, oil, lubricants and materials (refrigerant is a separate item herein) are included as required items to perform the Operating Inspection tasks/actions as indicated in the Service Agreement.

Annual Preventive Maintenance (PM)

Annual Preventive Maintenance is defined as pre-scheduled recurring preventive maintenance actions, which is to be performed once a year or as recommended by the equipment manufacturer This annual maintenance is designed to maintain the machine at factory standards and prepare the equipment for effective, reliable and efficient operation. Items such as gaskets, filters, o-rings, oil, lubricants and materials (refrigerant is a separate item herein) are included on an as required basis to perform the Annual Preventive Maintenance tasks/actions indicated in the Service Agreement.

Coil Cleaning

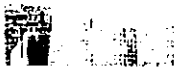
If applicable, the coils indicated on the Service Agreement herein are to be cleaned at the interval(s) indicated. Coil cleaning consists of cleaning the air-side surface of the coil to remove any airborne particles and dirt build-up using either brush cleaning, high-pressure air, chemicals with low-pressure wash or high-pressure chemical spray at Carrier's discretion based on coil accessibility or if specified under separate cover

Filter Changes

If applicable, filters will be cleaned and/or replaced (as necessary) at the intervals indicated on the Service Agreement for each applicable piece of equipment. In the event the filter material or cleaning requires different frequencies than indicated recommendations will be made to the Customer Customer's approval is required to accept additional expenses per the recommendation

Water Treatment

Includes open loop water treatment along with annual heat exchanger flushing.

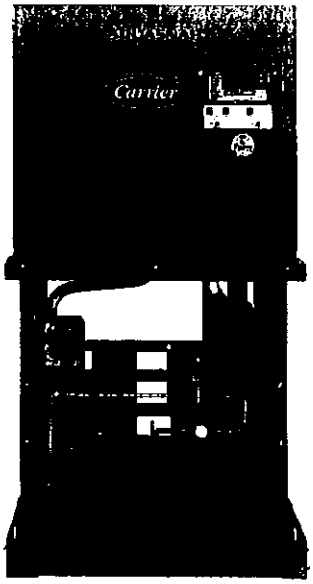


Detailed Description of Work

In this section, detailed action items for each piece of equipment are presented. All work is done according to manufacturers' recommendations and with the utmost attention to detail.

30MPW04060-01005

Quantity	1
S/N	0214Q21577
Location	
Description	Carrier Water-Cooled Chiller 30MPW

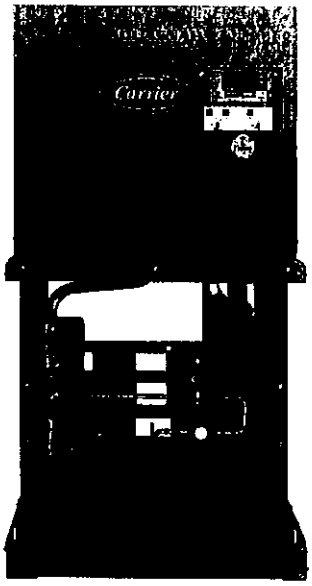


	Frequency of services		
	Yr1	Yr2	Yr3
Operating Inspection	3	3	3
Annual PM	1	1	1

Detailed Description of Work

30MPW04060-01005

Quantity	1
S/N	0214Q21581
Location	
Description	Carrier Water-Cooled Chiller 30MPW



	Frequency of services		
	Yr1	Yr2	Yr3
Operating Inspection	3	3	3
Annual PM	1	1	1

Detailed Description of Work

In this section, detailed action items for each piece of equipment are presented. All work is done according to manufacturers' recommendations and with the utmost attention to detail

AHU

Quantity	15
S/N	N/A
Location	
Description	AHU - Central Station, 0-2hp

	Frequency of services		
	Yr1	Yr2	Yr3
Operating Inspection	3	3	3
Annual PM	1	1	1
Change Fan Belt(s) each (need qty)	1	1	1
Disposable Media Filter Change	4	4	4

Detailed Description of Work

split

Quantity	31
S/N	NA
Location	
Description	Split System 0-10 tons

	Frequency of services		
	Yr1	Yr2	Yr3
Operating Inspection	4	4	4
Flush condensate traps drains and tundish to ensure flow	1	1	1
Wash Condenser coi	1	1	1

Detailed Description of Work

condenser

Quantity	12
S/N	N/A
Location	
Description	Condenser. 10-25

	Frequency of services		
	Yr1	Yr2	Yr3
Operating Inspection	4	4	4
Condenser Coil Cleaning 10-25T	1	1	1

Detailed Description of Work

pump

Quantity	3
S/N	N/A
Location	
Description	Pump 06-20hp

	Frequency of services		
	Yr1	Yr2	Yr3
Operating Inspection	2	2	2

Detailed Description of Work

package unit

Quantity	12
S/N	N/a
Location	
Description	Packaged Equipment, 7 5-15 Tons

	Frequency of services		
	Yr1	Yr2	Yr3
Operating Inspection	3	3	3
Change Fan Belt(s) each	1	1	1
Change filters < 6 Tons	4	4	4
CLEAN CONDENSER COIL 7 5-15 tons	1	1	1

Detailed Description of Work

Cooling Tower

Quantity	2
S/N	N/A
Location	
Description	Cooling Tower: Closed, <300 tons

	Frequency of services		
	Yr1	Yr2	Yr3
Operating Inspection	1	1	1
Tower Cleaning <300T	1	1	1

Carrier® Service Agreement

Tom Funcheon
City of Tarpon Springs
444 S Huey Ave
Tarpon Springs, FL 34689-4722

Quote #: 00772618
Submitted By: Chad Snyder
Date: 08/09/2023

Service Plan

Carrier Core as defined in General Services section

Agreement Term

This Agreement shall become effective upon **09/01/2023** and shall continue for a **Three (3) year** term. The Agreement shall automatically renew at each contract anniversary (see Agreement Renewal). Either party may terminate this agreement as outlined in the Terms and Conditions.

Agreement Price

Total agreement price is for Three (3) year(s), payable on quarterly schedule.

Agreement price per quarter: ~~$21,020.83~~	**Omnia Partners Discounted Rate $ 18,918.75**
Agreement price in year one: ~~$84,083.33~~	**Omnia Partners Discounted Rate $ 75,675.00**
Total agreement price: ~~$252,250.00~~	**Omnia Partners Discounted Rate $ 227,025.00**

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase Order, Contract, Agreement, etc.

Acceptance and Approval

This contract will become binding upon signature by Customer and signature by a Carrier representative. The undersigned acknowledges and agrees by its signature that the Scope of Service and any amendment or addenda prepared by Carrier with respect thereto, constitutes the entire Agreement.

Mark G. LeCouris	
Customer Acceptance (typed/printed name)	Carrier Acceptance (typed/printed name)
City Manager	
Title	Title
Customer Acceptance (signature)	Carrier Acceptance (signature)
05-09-2024	
Date	Date

Carrier

Carrier® Service Agreement

Tom Luncheon
City of Tarpon Springs
444 S Huey Ave
Tarpon Springs, FL 34689-4722

Quote # 00772615
Submitted By Chad Snyder
Date 05/03/2023

Service Plan

Carrier Core as defined in General Services section

Agreement Term

This Agreement shall become effective upon **05/01/2023** and shall continue for a **Three (3)** year term.
The Agreement shall automatically renew at each contract anniversary (see Agreement Renewal).
Either party may terminate this agreement as outlined in the Terms and Conditions.

Agreement Price

Total agreement price is for Three (3) year(s), payable on quarterly schedule

Agreement price per quarter: **$21,020.83**	**Omnia Partners Discounted Rate $ 18,918.75**
Agreement price in year one: **$84,083.33**	**Omnia Partners Discounted Rate $ 75,675.00**
Total agreement price: **$252,250.00**	**Omnia Partners Discounted Rate $ 227,025.00**

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase Order, Contract, Agreement, etc.

Acceptance and Approval

This contract will become binding upon signature by Customer and signature by a Carrier representative.
The undersigned acknowledges and agrees by its signature that the Scope of Service, and any amendment or addenda prepared by Carrier with regard thereto, constitutes the entire Agreement.

Mark G. DeCorte
City Manager
05-09-2023

Agreement Renewal

The Agreement shall automatically renew at each contract anniversary for an additional like term (a renewal term). The Agreement Price for the first year of the initial renewal term will be adjusted to reflect the percent increase shown by the index of the Producer Price Index for Metals and Metal products published by the U.S. Department of Labor, Bureau of Statistics for the adjustment month compared with the index for the same month of the final year of the original term of the Agreement and the percent increase to Carrier straight-time hourly labor rates contained in the applicable Carrier collective bargaining agreement compared with the straight-time hourly labor rates for the same month of the final year of the original term of the Agreement. The Agreement Price will be adjusted annually thereafter to reflect the percent increase shown by the index of the Producer Price Index for Metals and Metal products published by the U.S. Department of Labor, Bureau of Statistics for the adjustment month compared with the index for the same month of the previous year, and the percent increase to Carrier straight-time hourly labor rates contained in the applicable Carrier collective bargaining agreement compared with the straight-time hourly labor rates for the same month of the previous year.

Early Release

In the event of early termination or other breach by the Customer, Carrier may, at its option, recover from Customer, and Customer agrees to pay any and all amounts which, under the terms of this Agreement, may be then due or which may have accrued to the date of such termination and also to pay the following termination charge which is agreed to be a reasonable sum fairly representing actual damages Carrier would suffer

IF THIS AGREEMENT IS TERMINATED PRIOR TO: 09/01/2024

TERMINATION CHARGE:

Comprehensive Life-Cycle Support

In addition to the services outlined in this proposal, Carrier provides a complete lineup of other services to cover all your cooling and heating needs. Here are a few services that we feel would additionally benefit you.

Equipment Purchase/Replacement	Install	Startup	Extended Warranty	Preventive & Predictive Maintenance Plans
Repair & Overhaul	Modifications & Upgrades	HVAC System Optimization	Refrigerant Management	Temporary Solutions

For more information, please contact your Carrier team or visit carrier.com/service

24/7 SUPPORT & SERVICE
1-800-379-6484
WWW.CARRIER.COM/COMMERCIAL

Carrier® Terms and Conditions

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment
- Permit access to Customer's site, and use of building services including but not limited to water, elevators, receiving dock facilities, electrical service and local telephone service
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service
- Promptly notify Carrier of any unusual operating conditions
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service
- Provide adequate water treatment
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability
- Operate the equipment properly and in accordance with instructions
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive non-terminable, irrevocable, perpetual, paid-up royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services and Carrier's Analytics Platform, (iii) improving product performance, operation, reliability and maintainability, (iv) to create, compile, and or use datasets and or statistics for the purposes of benchmarking, development of best practices, product improvement, (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.**

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link:

https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice.

Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such

party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS – Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) – Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under or any alleged violation of the Occupational Safety and Health

Act("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site

34. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link

https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf

35. EQUIPMENT RENTALS – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at

https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms

shall apply to the rental equipment

Carrier

Carrier

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carrier.com/service

Board of Commissioners

Memorandum

Date: December 17, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Renew File No. 220023-Q-AM, Mangrove Tree Trimming **(Tom Funcheon Public Works Director, James Burke Parks and Parkways Maintenance Supervisor, Janina Lewis Procurement Director)**

Recommendation

Renew File No. 220023-Q-AM, Mangrove Tree Trimming with RedTree Landscape Systems in an estimated annual amount of $31,250.00 for the Public Works Department – Parks Maintenance Division.

Background

On October 26, 2021, File No. 220023-Q-AM was administratively approved for the purpose of yearly mangrove tree trimming. On November 9, 2021, the Board approved an increase in the contract to $31,250.00 to allow for additional locations to be trimmed. The purpose of this contract is to continue with the annual trimming of the mangroves in multiple locations throughout the City (see attached memo).

Funding

Parks and Parkways account 001-1403-572-34.00

Strategic Plan Objective

N/A

CITY OF TARPON SPRINGS

PUBLIC WORKS DEPARTMENT

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5610

MEMORANDUM

TO: Janina Lewis, Procurement Services Director

THROUGH: Tom Funcheon, Public Works Director

FROM: James Burke, Parks and Parkways Maintenance Supervisor James Burke

DATE: 12/9/2024

SUBJECT: Renew File No. 220023-Q-AM, Mangrove Tree Trimming

RECOMMENDATION:
Renew File No. 220023-Q-AM, Mangrove Tree Trimming in the annual amount of $31,250.00 for the period of October 26, 2024, through October 25, 2025.

BACKGROUND:
The purpose of this contract is to continue with the annual trimming of the mangroves in multiple locations throughout the city. RedTree Landscape Systems has trimmed the mangroves for multiple years as well as other projects for the City of Tarpon Springs.

FUNDING:
Parks and Parkways 001-1403-572-34-00

redtree
Landscape Systems

The New Standard in Landscape Maintenance

1.888.RED.TREE

www.redtreelandscapesystems.com

5532 Auld Lane, Holiday FL 34690

MANGROVE PRUNING PROPSAL

FOR

CITY OF TARPON SPRINGS

Attention: Ms. James Burke, Parks and Parkways Maintenance Supervisor

December 9, 2024

Target Areas

1. **Marina Drive**
2. **S. Spring Boulevard & Whitcomb Boulevard**
3. **Whitcomb Bayou.**
4. **Cleveland Place**
5. **Canal Street**
6. **Riverside Drive & Bayshore Bridge**
7. **N. Spring Boulevard**
8. **Sunset Beach**
9. **Shore Drive**

Project Rationale: This project is combining (2) previous contracts into one.

- Mangrove Tree Trimming contract 220023-Q-JL
- Mangrove Tree Trimming (Shore Drive) 210213-Q-AM

TOTAL PRICE OF COMBINED MANGROVE PRUNING = $31,250.00

Note that there will be no additional charge for any additional labor required to accomplish the scope of work in this proposal.

_____ _____/_____/_____

Authorized Signature to Proceed **Date of Authorization**

Proposal submitted by Peter Lucadano – CEO / Owner & ISA Certified Arborist / PMT
peteluke@redtreelandscape.systems / Cell phone: (727) 919-3915

CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

THRU: Janina Lewis, CPPO,NIGP-CPP, Procurement Services Director

FROM: Anthony McGee, NIGP-CPP, CPPO, CPPB, MBA, Senior Procurement Analyst

DATE: November 9, 2021

SUBJECT: Increase Award File No. 220023-Q-AM, Mangrove Tree Trimming

RECOMMENDATION:

Increase Award File No. 220023-Q-AM Mangrove Tree Trimming with RedTree Landscape Systems from an amount of $7,250.00 to $31,250.00, an increase of $24,000.00 for Parks Maintenance Division.

BACKGROUND:

On October 26, 2021, File No.220023-Q-AM was awarded for the period October 26, 2021, through October 25, 2022. This increase is required for additional work identified and due to the lack of staff within the Parks Maintenance Division, along with the time sensitive nature of the work, utilizing RedTree Landscape Systems to perform the pruning will expedite the project (see attached memo). This bid allows for the option to additional work when deemed to be in the best interest of the City.

The purpose of this contract is to provide the trimming of the City's mangroves trees. This contract has the option for two (2) one (1) year renewals

FUNDING:

Parks & Parkways 001-1403-572-3100

.Accepted by: _____ Attest _____
City Manager City Clerk

Board of Commissioners

Memorandum

Date: December 17, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Increase File No. 240055-B-AS, Utility Rehabilitation and Construction Services **(Tom Kiger Public Services Director, Janina Lewis Procurement Director)**

Recommendation

Increase File No. 240055-B-AS, Utility Rehabilitation and Construction Services with TLC Diversified Inc., R&M Service Solutions, LLC, Rowland (DE), LLC, and U.S. Water Services Corporation, effective through May 6, 2027, in an estimated amount not to exceed $2,400,000, a one-time increase of $800,000, for the Public Services Department – Water and Wastewater Utility Divisions.

Background

On May 7, 2024, the BOC approved the subject contract. The purpose of this contract is to complete small to mid-sized underground utility projects using a work order process. This contract provides a means to quickly repair critical infrastructure during a service failure and effectively implement high priority specialized repairs, as well as planned capital improvements to water and sewer infrastructure. The requested increase is needed to replace the aging water main mounted to the Alt.19 bridge over the Anclote River. This project was budgeted in FY24 and is included in the current 20-year capital improvement plan. By utilizing the City's existing utility rehabilitation and construction services contract, the City can complete the project in the most efficient manner, saving time and administrative costs compared to an alternative approach (see attached memo).

Funding

Funding for this project is available in the water impact fee fund and FY25 water distribution capital budget from the water and sewer enterprise fund.

Strategic Plan Objective

N/A

Public Services Department

Memorandum

Date: December 6, 2024

To: Janina Lewis, Procurement Services Director

From: Thomas Kiger, Public Services Dept. Director for R.T.K.

Subject: Authorize Increase to Contract No. 240055-B-AS for Utility Rehabilitation & Construction Services

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Recommendation

Authorize a one-time increase to Contract No. 240055-B-AS for Utility Rehabilitation & Construction Services with four existing Contractors (TLC Diversified Inc., R&M Service Solutions, Rowland, Inc. and U.S. Water Services Corporation) in the estimated total amount not to exceed $2.4 million, an increase of $800,000.

Background

The purpose of this one-time increase is to provide contract capacity for the construction of the Alt-19 Bridge Water Main Replacement project while retaining the funding capability to address other projects as needed under this contract. The purpose of this project is to is to replace the aging water main which is mounted to the Alt-19 bridge over the Anclote River with a new water main that will be horizontally directionally drilled under the Anclote River. This project was budgeted in FY24, and is included in the current 20-year CIP.

Public Services, Project Administration, and Procurement staff evaluated multiple options to procure the construction of this project. The existing Utility Rehabilitation & Construction Services contract was found to provide the best value for the City and was selected as the method for project delivery. The original budgetary cost estimate for this project was $1,254,000 in FY23, and the total bid price is $1,385,200, which includes a $100,000 owner's allowance. The project will be primarily funded with approximately $1.2M from water impact fees, and the remaining project funding will be fully funded within the existing approved capital budget and **require no increase water/sewer customer rates and no increase in budget from the water/sewer enterprise fund**.

This contract is used for a combination of planned capital improvements to water and sewer infrastructure, as well as emergency and as-needed repairs on water and sewer lines. To date, approximately $514,000 in water and sewer rehabilitation work has been completed under this contract. Examples of recent work completed through the previous contract includes: the Harrison Street galvanized water line replacement; a reclaimed water valve repair at the Advanced Wastewater Treatment Plant; and a manhole and sewer repair on Craig Drive. This contract increase will allow the execution of the Alt-19 Bridge Water Main Replacement project, while providing approximately $500,000 in spending capacity through the contract term for planned and as-needed utility repairs.

Funding

Funding for the Alt-19 Bridge Water Main Replacement project is from water impact fee fund and FY25 water distribution capital budget from the water and sewer enterprise fund. Funding for the overall contract is budgeted in the water and sewer enterprise fund in the Water Treatment, Advanced Wastewater Treatment Facility, Lift Stations, Water Distribution and Sewage Collection budgets.

CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director JL

FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst AS

DATE: 05/07/2024

SUBJECT: Award File No. 240055-B-AS, Utility Rehabilitation and Construction Services

RECOMMENDATION:

Award File No. 240055-B-AS, Utility Rehabilitation and Construction Services, to TLC Diversified Inc.; R&M Service Solutions, LLC; Rowland (DE), LLC; and U.S. Water Services Corporation, for a three (3) year period, in an estimated annual amount not to exceed $1,600,000, for the Public Services Department – Water and Wastewater Utility Divisions. Purchase orders will only be issued against approved budgets.

BACKGROUND:

The purpose of this contract is to complete small to mid-sized underground utility projects using a work order process. Examples of projects completed during the previous contract (210102-B-JL) include, Martin Luther King (MLK) water main improvements, MLK and Huey sewer repairs, Levis and Center water main improvements, and River Village Water Main Phases 1-3. This contract provides a means to quickly repair critical infrastructure during a service failure and effectively implement high priority, specialized repairs. Anticipated projects that may be executed under the new contract include the 2-inch galvanized water main replacement program and water main improvements on East Harrison Street and Palm Avenue, subject to operational priority (see attached memo). Procurement Services issued Bid No. 240055-B-AS. Four (4) bids were received and deemed responsive to the bid requirements. Approval of this contract will ensure continued services as needed. Awarding to multiple qualified bidders provides more reliability, responsiveness, and flexibility to best meet the City's needs. This contract includes one (1), 2-year renewal option.

FUNDING: Funding will be identified per project as they arise.

Accepted by: _____ City Manager

Attest _____ City Clerk

CITY OF TARPON SPRINGS, FLORIDA PINELLAS COUNTY

Tabulation of Submittals

For

Bid No. 240055-B-AS

Utility Rehabilitation and Construction Services

Tues April 02, 2024 @ 3:00 p.m.

Company	Amount
TLC Diversified, Inc. Palmetto, FL	$1,653,417.00
R&M Service Solutions San Antonio, FL	$2,069,747.75
Rowland, Inc. Pinellas Park, FL	$2,411,585.25
U.S. Water Services Corporation New Port Richey, FL	$2,899,756.25

Broadcast: 716 Planholders: 36 Responses: 04

Bids from the companies listed herein are the only bids received timely as of the above opening date and time. All other bids submitted in response to this Bid, if any, are hereby rejected as late.

Public Services Department

Memorandum

Date: April 23, 2024

To: Janina Lewis, Procurement Services Director

Through: Thomas Kiger, Public Services Director

From: Raymond Page, Utilities Superintendent

Subject: **Bid No. 240055-B-AS Recommendation for Award of Utility Rehabilitation & Construction Services to TLC Diversified Inc., R&M Service Solutions, Rowland, Inc. and U.S. Water Services Corporation.**

Recommendation

It is a recommendation to authorize award of Bid No. 2400-55-B-AS. Utility Rehabilitation & Construction Services to (4) Contractors meeting bid requirements: TLC Diversified Inc., R&M Service Solutions, Rowland, Inc. and U.S. Water Services Corporation in the estimated total annual amount of 1.6 million for the 3-year period, starting May 2024, with one (1) 2-year renewal, not to exceed a total contract period of 5-years.

Background

The Public Services Department continues to prioritize underground utility repair, maintenance and replacement as a part of its utility operations. The contract recommended herein is to allow for additional work for underground utility repairs in relation to water, sewer, and reclaimed water.

Examples of planned recent work completed through the previous contract includes: the Martin Luther King Jr. Drive water line installation; repairs on existing facilities at the Advanced Wastewater Treatment Plant; and an emergency valve repair on the RO feed line. The contract also provides a means to quickly repair critical infrastructure in the event of a failure, and has been demonstrated to be an efficient method for implementing these types of high priority specialized repairs.

We received four (4) responsive bids, and the department chose to award all four responsible bidders to meet the scope of work requirements. Contracting with all four qualified bidders provides for more reliability, responsiveness and flexibility for the City. The contract has a comprehensive price listing for various materials that serves to provide competitive and consistent pricing on an expedited timeline, (much faster than traditional bidding of each job). Accordingly, this has facilitated infrastructure replacement and repairs quickly, and has proven to be successful and cost-effective. Importantly, this will allow the City to award important repair or construction projects to high performing contractors, and this contract is an important strategy to address recent deficiencies with poor performing contractors.

The work will be rotated among the four contractors selected above with a total annual authorization, (for all four contractors to share), of $1.6 million. This annual estimate is based upon planned budget expenditures, while also allowing for sufficient contingency in the event of a major unscheduled repair. Currently, over the next five fiscal years, the water and sewer fund has budgeted $4.8 million for water main replacement to replace aging galvanized and cast iron water mains, and approximately $200,000 annually for as-needed water main repairs and approximately $200,000 annually for as-needed wastewater collection system repairs in the 20-year capital improvement plan. Anticipated projects that may be executed under this contract include the 2-inch galvanized water main replacement program, and water main improvements on East Harrison Street and Palm Avenue, subject to operational priority. This contract can also be utilized to execute smaller as-needed repairs on city lift stations, and yard piping at the water and wastewater treatment plants, which are budgeted through the annual operating budget for repairs and maintenance at those facilities.

Funding is from the water and sewer enterprise fund in the Water Treatment, Advanced Wastewater Treatment Facility, Lift Stations, Water Distribution and Sewage Collection budgets.

CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

INVITATION TO BID

UTILITY REHABILITATION AND CONSTRUCTION SERVICES

Date: March 01, 2024

Bid No.: 240055-B-AS

Sealed bids **w**ill be received electronically by the City of Tarpon Springs, Procurement Services, 324 East Pine Street, Tarpon Springs, FL 34689 through the online services of DemandStar.com, all documents and attachments must be uploaded by the date and time indicated:

3:00 p.m., March 26, 2024

at which time bids will be publicly opened and read aloud for:

Utility Rehab and Construction Services for the City of Tarpon Springs

Bids and all addenda shall be available only through DemandStar(www.demandstar.com).

Instructions to Bidders

Submission and Receipt of Bids
Submitting electronically through the online services of DemandStar, all documents and attachments must be uploaded by the date and time indicated. Respondents who are E-Bidding for the first time are strongly encouraged to contact DemandStar.com at (800)711-1712 or obtain assistance by e-mailing questions to suppliersservices@onvia.com.
Solicitation responses uploaded to DemandStar.com (i.e., www.demandstar.com) after the Solicitation Response Due Date and time shall not be considered. It is the sole responsibility of the Respondent to ensure that its solicitation response is uploaded before such date and time. Tarpon Springs Procurement Services shall not be responsible for delays caused by any power outages or internet failures. No exceptions will be made.
Note: It is strongly recommended to upload your response in adequate time to assure that it will post on the day prior to the closing date.

Preparation of Bids
Bids will be prepared in accordance with the following:

a. The enclosed Bid Form is to be used in submitting your bid. All information required by the Bid form shall be furnished. The bidder shall print or type its name and manually sign the schedule and each continuation sheet on which an entry is made. Bids having any

erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.

b. All bids must be signed with the firm's name and by an officer or employee having authority to bind the company or firm by vendor's signature.

c. Unit price shall be shown and where there is an error in extension of price, the unit price shall govern.

d. Proposed service/delivery times must be shown and shall include Saturdays, Sundays, and Holidays (if applicable).

e. Bidders shall thoroughly examine the drawings, specifications, schedule, instructions, and all other contract documents.

f. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, services as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as result of failure or omission on the part of the bidder to make the necessary examinations and investigations or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of City or the compensation to the vendor.

g. Bidders are advised that all City contracts are subject to all legal requirements provided for in any Purchasing Resolutions or Policies of City and State and Federal Statues.

h. The bidder shall retain a copy of all bid documents for future reference.

Explanations to Bidders
All questions or requests for additional information are required to be in writing and may be e-mailed to purchasing@ctsfl.us.

Questions must be submitted, in writing, not later than March 08, 2024.
Any verbal responses to questions or changes or additions to the Scope of Services or any part of this Invitation to Bid shall not be binding on the City or its representatives. Only changes or additions made by Addenda issued by the City of Tarpon Springs through DemandStar should be considered for your bid submittal.

Compliance
Failure to comply with the ITB in full may be cause for rejection of bid. Bids must conform to the scope of services and terms and conditions. Bids must be returned on the forms provided. Nonconformance with these instructions is grounds for rejection of bid.

Rejection of Bids
The City reserves the right to accept or reject any and all bids or parts of bids, waive minor informalities, and request rebids on the material or services described in the ITB. The City reserves the right to waive minor informalities.

Ex-Parte Communication. In order to ensure fair evaluation of bids, ex parte communication initiated by bidders is prohibited from the time the responses are opened until a final decision has been made. No bidder may initiate communication with any City Commissioner or any City official, staff, or employee who is participating in the evaluation process. Any and all communication initiated by a bidder after the responses are opened must be in writing to:

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director
City of Tarpon Springs
Procurement Services
PO Box 5004
Tarpon Springs, FL 34688-5004
727-937-1766 Fax
jlewis@ctsfl.us.

The City may, however, initiate communication with any bidder in order to obtain additional information or clarification necessary for fair evaluation of their bid. Ex parte communication initiated by a bidder may disqualify that bidder from consideration for this or future Invitations to Bid.

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

JL:AS

SECTION 1 - SCOPE OF SERVICES

PART A

INTRODUCTION

The City of Tarpon Springs, Florida, is seeking Bids from qualified Contractors to provide underground utility rehabilitation and construction services. Work will be done on an as needed basis.

3.1. SPECIAL CONDITIONS

Bidders must bid on all items for the bid to be considered responsive. Award will be made based on low bid as described herein. The Procurement Services Director reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the City.

The City will identify three (3) sample projects to be used to evaluate the bids. At the time of bid opening, prior to the first bid being opened, the City will reveal (from sealed parcel) the three (3) sample projects. Sample projects will be based upon various line items in the bid with sample quantities. During the bid evaluation, the unit prices from each bidder will be used to determine what their price on each sample project would be. The prices of all three (3) projects will be totaled and that will become the bidders overall bid for evaluation purposes.

The City may elect to award a single contract or to award multiple contracts for the same or similar supplies and/or services to two or more sources under this solicitation. Award of this bid will be made to Contractor(s) submitting the lowest and best bids for the three (3) sample projects. Work shall be distributed, with the Contractor(s) being used on a rotation basis (taking into consideration the dollar amount of each project, Contractor's performance, expertise, and the minimum guaranteed dollar amount of work). Should the Contractor next up in rotation not be able to meet the City's timeframe or requirements for project completion, the City reserves the right to request a Work Order Proposal from the other awarded Contractor(s).

3.2. Contract Term

The term of this contract will be for a three (3) year initial period from the date of contract execution. The City reserves the right to extend this Agreement under the same terms and conditions for one (1) additional two-year (2-year) period from the date of expiration provided such extension is mutually agreeable to both the City and Contactor(s). Total duration of this contract, including the exercise of renewal options, shall not exceed 60 months.

3.3. Issuance of Work Orders

A. Contract Administration

This contract for services will be administered via individual work orders/purchase orders based on the unit prices submitted by the Contractor and initiated by the request from the City of sequential work order proposals.

B. Work Orders

When the City Project Manager is satisfied with the work order proposal from the Contractor, they will request a purchase order for the project. The work order proposals, after approval, will become the work orders for each specified item of work. Subsequent to the issuance of a purchase order, the City's Project Manager will confirm the work order to the Contractor.

C. Work Order Proposal

Depending on the complexity of the work, the City will either provide the Contractor with a written scope of work or will request a work order proposal from the Contractor prior to the beginning of each work order. Upon notification, the Contractor shall acknowledge the request and be available for a meeting and/or site visit within three (3) working days. The Contractor shall provide a work order proposal, based on unit prices submitted in the Contractor's bid, within five (5) working days after the meeting and/or site visit.

As part of the price proposal, the Contractor shall also provide a construction schedule for completion of the work. Upon confirmation of the work order, the Contractor will commence the work and proceed in accordance with the work order schedule.

The amount specified on an individual work order proposal constitutes the total compensation payable to the Contractor performing the specified work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at their expense without change in the work order price. The work order price may only be changed by written revision to the work order authorized by the City's Project Manager. After a purchase order has been issued to the Contractor, it may be revised only for increases or decreases in work (or changes in scope) beyond that shown in the original work order scope as determined by the Project Manager. If, in the Project Manager's opinion, increases or decreases in work or changes to scope and/or time are required, the Contractor must provide a proposal for the same. The Project Manager will review the Contractor's proposal and, if approved, will request a new purchase order to cover said changes or request an amendment (change order) to the current purchase order.

If the Contractor desires to make a claim for a change in the price or time of an authorized work order, then any such claim shall be in writing and delivered to the City's Project Manager within fifteen (15) calendar days of the occurrence of the event, which is causing the claim. The City's Project Manager shall approve all claims for adjustment in the work order price or time. An amended work order/purchase order shall reflect adjustments.

3.4. Emergency Work

In the event of an emergency, the City will contact the Contractor next up in rotation to request a work order proposal. Depending on the nature and severity of the emergency, the City reserves the right to contact two (2) or more Contractors. Upon notification, the Contractor(s) shall acknowledge the request and be available for a meeting and/or site

visit within 24 hours. The Contractor(s) shall provide a work order proposal, based on unit prices submitted in the Contractor's bid, within two (2) calendar days after the meeting and/or site visit. If the Contractor next up in rotation is unable to meet this timeline, the City will contact the other awarded Contractor. If both are unable to meet the required timeline, or if it is determined that it is the best interest of the City to contract with an alternate Contractor, the City reserves the right to do so.

If the City chooses to award the work to one of the awarded Contractors, that Contractor can add the pay item for "Emergency Work Premium" to their work order proposal.

3.5. Florida Trench Safety Act

The Contractor shall comply with Florida Trench Safety Act and OSHA Standards, and any other applicable law, rule, statute, or regulation governing the work to be performed.

3.6. Out of Scope Services

When preparing a work order proposal, if it is known or reasonably anticipated at the time that there are necessary **items of construction that are not included on the price sheets of the bid** or, during the course of executing a work order, the Contractor determines there are necessary items of construction that are not included on the price sheets of the bid, then the Contractor should submit an "out of scope" proposal to the Project Manager. The "out of scope" proposal shall contain all necessary costs, expenses, and time; the City shall not be obligated in any event for payment over the amounts identified in the proposal. Upon approval by the Project Manager, a request shall be made to Procurement Services for an "out of scope" purchase order. After the purchase order is issued, the City's Project Manager will issue a notice to commence for the "out of scope" services. "Out of Scope" services **shall not exceed ten percent (10%)** of the Work Order Proposal without approval of the Procurement Services Director.

3.7. Provisions for Direct Purchase of Materials

When a work order proposal is submitted to Procurement Services for issuance of the purchase order, Procurement Staff will review the items within the proposal to determine if it is in the best interest of the City to issue a purchase order for any or all the materials that are included. Should one or more items be identified for issuance of a purchase order, Procurement Services will advise the Contractor of the items selected and provide a copy of the purchase order issued. The prices that will be used to issue the purchase order will be unit prices provided by the Contractor after the bid has been awarded, less sales tax. The delivery of these materials will be made the same as though the Contractor ordered them. The coordination of the delivery, the receipt of the materials and the maintenance and safekeeping of the materials shall be the sole responsibility of the Contractor.

3.8. Application for Payment

Should the duration of the project be less than one (1) month, the Contractor will submit one (1) application for payment when the work is completed. For projects with duration greater than one (1) month, payment applications will then be submitted at the end of each month until the project is completed. The request for payment shall only contain line items from the approved work order (both in-scope services and out-of-scope services) that

have been completed. The City will issue one (1) purchase order for both “in-scope” and “out-of-scope” work. Each pay request shall refer to the corresponding purchase order number. Final applications for all projects MUST be marked “FINAL.”

3.9. Existing Utilities

Where existing utility lines are intersected by proposed repairs, the Contractor shall give a minimum of forty-eight (48) hours’ notice to the owners of such utilities to permit them to locate their lines prior to construction. Per Chapter 556, Florida Statutes, Sunshine 811 shall be contacted at 1-800-432-4770 at least three (3) business days prior to the start of excavation. Utilities which are not members of the Utility Notification Center shall be contacted individually by the Contractor. It will be the Contractor’s responsibility to preserve existing utilities. Any damage to utilities which, in the City Project Manager’s professional opinion, is caused by carelessness on the part of the Contractor, shall be repaired at the Contractor’s expense.

3.10. Utility Disruption Caused by Contractor

Known or Field Located Utilities

In the event that the Contractor or their subcontractor during the execution of the work breaks any known or field located pressure or gravity main identified under Sunshine One-Call guidelines, causing the disruption of service and/or an eminent hazard, it will be the responsibility of the Contractor/subcontractor to immediately notify the City’s Project Manager at the designated emergency telephone number and immediately undertake measures to repair the damaged utility. To that effect, the Contractor/subcontractor shall ascertain prior to initiating the work he has on hand the necessary repairing parts, tools, equipment, and labor without any delays to carry out the repair work. The City’s Project Manager shall witness repair work, at the City’s discretion.

Contractor will make repair(s) at their cost and complete work in a timeframe deemed acceptable by the City.

Unknown or Inaccurately Located Utilities

If the utility was not field located or it was inaccurately located in accordance with the prescribed procedures under the Sunshine State One-Call guidelines and the Contractor/subcontractor caused a line break during the execution of the work, the same notification procedure as above must be followed. The City’s Project Manager will coordinate the repair work at no cost to the contractor.

3.11. Salvage

Unless identified by the City prior to work, all existing pipe, materials, and appurtenances removed by the Contractor shall become the property of the Contractor and shall be removed away from the site of the work to an approved disposal site.

3.12. Field Layout

The City will identify the street addresses and/or general location of the repair, along with other pertinent information, as required and available. If there is evidence of the defect visible from the surface, such as a depression, the Contractor shall center their excavation on the evidence. If there is any question as to the general location described by the City, the Contractor shall approach the City's Project Manager and address the questions before beginning with the excavation.

Each step of construction is subject to approval by the City's Project Manager prior to proceeding with a subsequent step; however, this shall not relieve the Contractor of the responsibility for delivering a project completed in conformance with the details, specifications, and guarantees as stipulated elsewhere.

3.13. Acceptance of Work

Within ten (10) calendar days of completion of the work, a post-construction meeting will be scheduled. Attendees will include the Project Manager, City representatives and the Contractor. At such time, an inspection walk-through will be done for verification of completeness and quality of the work. The Contractor shall replace any workmanship or product found to be defective without additional charge to the City. The defective work shall be completed in an expedient and reasonable time frame but will not exceed 30 calendar days.

3.14. Construction Requirements

a. The Contractor is required to provide all necessary permits prior to construction. Fees for City of Tarpon Spring permits will be waived if the Contractor obtains these permits prior to construction. Fees will be charged to the Contractor if he neglects to obtain permits prior to construction. Any penalty fees collectable by the City of Tarpon Springs shall NOT be waived.

b. Work shall not start until the Contractor has all the necessary permits from the appropriate governing regulatory agencies.

c. The Contractor shall contact "Sunshine 811" two (2) business days prior to performing any excavation.

d. The Contractor shall perform all work in accordance with the City's Standard Technical Specifications and Standard Details.

e. The Contractor shall provide all structures, safety equipment, and professional services required to provide for the health and safety of the general public and of personnel involved in the work in accordance with the requirements of federal, state, and local authorities.

f. The Contractor shall take all measures necessary to protect surrounding public and private property, adjacent buildings, roads, drives, sidewalks, drains, sewers, utilities, trees, mailboxes, landscaping, structures, poles, and appurtenances from damage due to the work. Responsibility and payment for correction of such damage shall be the sole responsibility of the Contractor.

g. The Contractor shall be responsible for the protection of nearby bodies of water from impacts caused by erosion or siltation. Protective measures shall include but not be

limited to the installation of silt barriers and/or hay bales. Payment for this item shall be included in the unit price in the bid.

3.15. Project Schedule

Any work performed under this contract shall be on a per Work Order basis. Any liquidated damages assessed will be on a Work Order basis.

3.16. Execution of Work

The Contractor shall perform the work continuously in such a manner and in such order of precedence as may be directed by the City to meet the specified dates.

3.17. Guarantees

The Contractor guarantees that all workmanship, materials, equipment, or any components thereof, provided by the Contractor which fail within a minimum of one (1) year after acceptance by the City, shall be replaced by the Contractor without further cost to the City. If the Contractor is unable or unwilling to produce the required work needed to remedy the failure, the City reserves the right to complete the repairs at the expense of the Contractor.

3.18. Corrective Work

Should the work during the guarantee period require corrective work due to faulty workmanship or materials; or should the materials as supplied or as installed require corrective work, the City after 30 calendar days from notification to the Contractor will proceed as follows:

a. If the City's time schedule permits, the Contractor will be allowed to perform the corrective work and bear all costs.

b. If the City's time schedule does not permit the action described above, or if the Contractor refuses or neglects to take immediate action, the City shall have the right to perform the corrective work, exercising due care to ensure the lowest possible expense, and the Contractor shall reimburse the City for the cost of the corrective work.

3.19. Codes and Regulations

a. All materials and equipment shall be in accordance with any and all applicable federal, state, and local codes, laws, and ordinances in effect at the job site. All of the above referenced codes, laws, and ordinances shall take precedence over these specifications in case of any conflict. All such conflicts shall be referred to the City for adjudication.

b. The following industry, association, and government codes and standards shall be followed as applicable to the design, fabrication, assembly, installation, and testing of all materials and equipment furnished under this specification:

AASHTO	American Association of State Highway & Transportation Officials
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute

ANSI	American National Standards Institute
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineers
ASTM	American Society of Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FM	Factory Mutual
IEEE	Institute of Electrical and Electronics Engineers
NACE	National Association of Corrosion Engineers
NASSCO	National Association of Sewer Service Companies
NEMA	National Electrical Manufacturers Association
OSHA	Occupational Safety and Health Administration
SBCC	Southern Building Code Congress
SSPC	Structural Steel Painting Council
UL	Underwriters Laboratories

3.20. Budget

The City guarantees a minimum of $5,000.00 in work to be awarded to the successful Contractor(s) during the first year of this contract.

PART B

TECHNICAL SPECIFICATIONS

1. Bypass Pumping

   a. The Contractor shall maintain uninterrupted wastewater service during the entire bypass process. The City and the Contractor will mutually agree in cases where a high risk for a sewer overflow exists for the Contractor to provide a backup pump on site during bypass pumping operations. The backup pump shall be capable of being placed into operation within 15 minutes should be the primary pump fail. The backup pump shall have the same pumping capability as the primary bypass pump.

   b. The Contractor shall ensure that bypass pumping does not adversely affect the downstream wastewater collection and treatment system. Specifically, the Contractor shall ensure bypass pumping volumes and rates do not overflow the downstream structures such as pump station, manholes, laterals, etc. Precautions shall be taken by the Contractor to prevent the introduction of any foreign matter into the sanitary system during the preparation and coating application process.

   c. The Contractor will coordinate with the City's Project Manager to ensure notification to the Wastewater Treatment Facility of any bypass pumping necessary.

   d. The Contractor shall ensure noise generated from pump(s) is suppressed so as not to disturb residents after working hours. The pumps to be utilized shall be of the Quiet Zone type with the total sound enclosure. The maximum acceptable sound pressure level (SPL) shall not exceed 64.15 dB (A)@23 feet, operating at 1800 rpm, full load (pumping).

e. During the day, when low flow conditions allow the installation of sewer plugs, as approved by the City, in lieu of bypassing setups, the Contractor shall monitor upstream manholes or lift station at all times as to ensure the prevention of any sewer overflows. The use of sewer plugs for contractor unattended period of times is strictly prohibited.

f. Bypass discharge piping shall be of the plastic rigid type such as PVC or HDPE with leak proof joints.

PART C

MEASURE AND PAYMENT

1.0 General

Measurement and payment shall be based upon completed work performed in strict accordance with the drawings, specifications, and the pay item schedule.

Each unit price stated shall constitute full compensation as herein specified for each item of work complete, in place, and ready for use and operation in accordance with the drawings and specifications.

The descriptions in the following sections generally define the work tasks, materials, etc., associated with each pay item listing. This information is provided to assist the Contractor in assigning and accounting for costs associated with each pay item. Notwithstanding this, it is the Contractor's sole responsibility to fully define and establish the cost for each item and the work in its entirety.

Payment shall be only for accepted work furnished and installed.

1.01 Restoration (Grassing, by Seeding and Mulching, and Sodding)

The grassing bid item describes measurement and payment for grassing of completed construction areas by planting grass seed.

Grassing shall be measured on a square yard basis of the area installed according to the drawings or where directed by the City. The unit bid price includes ground preparation, seed application of the seed and mulching, applying, cutting in, rolling, and anchoring (where required) of the mulch material.

Mulch material: mulch material will be measured by the ton as measured by truck scales at the job site; or by other means acceptable to the project manager. Payment will be at the unit bid price shown on the proposal. When green mulch is furnished, instead of dry mulch, the unit bid price will be reduced twenty percent (20%) to account for the higher moisture content.

Seeding and mulching: seeding and mulching will be measured on a square yard basis of the area installed according to the drawings or where directed by the project manager. The unit bid price includes ground preparation; application of the seed; and applying, cutting in, rolling, and anchoring (where required) of the mulch material.

Fertilizer and limestone: fertilizer and dolomitic limestone will be measured by the ton installed, according to bag weight delivered; by scale weight when bulk fertilizer or limestone is used; or by other means approved by the project manager. The unit price includes furnishing and applying the material. The Contractor shall use the recommended spreading rate shown on the plans to determine this quantity.

Payment for grassing will be on a unit price basis for each component shown on the proposal. The unit bid price shall include all related miscellaneous item of work required to establish a healthy stand of grass in the designated areas. This shall include watering.

The sodding pay item describes measurement and payment for grassing of completed construction areas by planting sod.

Sodding: measurement of sodding will be on a square yard basis for the area of sod installed where shown on the drawings; or where directed by the City. Sod will be paid for on the basis of type, and area installed, as shown on the proposal. The unit bid price is for sod, rolling, mowing and any other measure necessary to establish and maintain a healthy stand of grass until the City accepts the work. This shall include watering.

No payment will be made for the installation of sod where the Contractor disturbs existing lawn areas during the performance of the work. New sod shall be installed where existing lawn areas are disturbed by the operations of the Contractor. Installation of sod shall be considered a subsidiary obligation of the Contractor and all costs associated therewith shall be included in the unit and lump sum unit prices. This means that if the Contractor disturbs lawns outside the construction area, the Contractor will repair it to as good or better condition than before damage was incurred, at no cost to the City.

Brick Streets: This measure and payment item describes the work done to restore brick roadways (disturbed due to work completed) in accordance with the Brick Surface Roadway Detail attached herein.

Measurement and payment will be based upon the square foot and will include all materials, equipment, and labor necessary to remove, store, and restore brick roadway segments disturbed due to work done in the roadway. Payment will include costs for up to 30% new brick installation due to original bricks being unusable.

Cost for any new brick needed in excess of the 30% shall be negotiated between the City and the Contract and will be considered an “out of scope” item.

1.02 Control and Abatement of Erosion and Water Pollution

This bid item describes measurement and payment for construction of temporary and permanent erosion control features to protect the work areas and adjacent property.

The quantities to be paid for under this item, installed where shown on the plans or where directed by the City, shall be per cubic yard for sand bagging; per each for baled hay filter sock or log and staked hay; and the length, in feet, of staked silt fence.

Measurement will be according to length actually installed.

Payment will be according to the unit quantity and material as set forth in the proposal. The unit bid price includes furnishing and installing material, routine maintenance, mowing and removal of temporary erosion control features upon completion of construction.

1.03 Earthwork and Related Operations

This bid item shall conform to the requirements of Section 120 of the FDOT Specifications, except as amended in the City of Tarpon Springs Standard Technical Specifications.

Excavation of unsuitable material: describes measure and payment for removal of muck, clay, rock and all other types of unsuitable material. Includes hauling off and disposing off-site as well as the supply, placement, and compaction of fill material as replacement for unsuitable material.

Borrow: describes measure and payment for the amount of material actually furnished as determined by field measurement of the compacted in-place material and accepted by City.

Clearing and grubbing: describes measure and payment for removal and disposal of trees, snags, stumps, shrubs, brush, limbs, and other vegetative growth. Contractor will remove all evidence of their presence from the surface including sticks and branches greater than 1-inch in diameter or thickness. Remove and dispose of trash piles and rubbish. Protect trees, shrubs, other vegetative growth and fencing which are not designated for removal.

After clearing, remove and dispose of wood or root matter including stumps, trunks, roots, or root systems greater than 1-inch in diameter or thickness to a depth of 12 inches below the ground surface.

1.04 Asphaltic Concrete

This bid item provides for reimbursement of the actual cubic yards installed of Superpave Asphalt Base, Type B-12.5 [the Contractor may use SP-12.5 (Traffic Level B or C) in lieu of Type B-12.5, at no additional cost to the City] at the thickness specified in the applicable pay item.

1.05 Milling

This bid item shall conform to the City of Tarpon Springs Standard Technical Specifications and provides for reimbursement of the actual square yards of milling of the various materials at a thickness not to exceed 1”.

1.06 Crushed Concrete Base

This bid item provides for reimbursement of the actual cubic yards installed of crushed concrete base, installed at the thickness specified in the pay item.

1.07 Roadway Density Test

This bid item provides reimbursement of the cost of a roadway density tests. Copies of the tests shall be presented with the application for payment. Should any test indicate that any portion of the materials or workmanship does not comply with the City of Tarpon Springs Standard Technical Specifications, a re-test shall be performed at the expense of the Contractor. The City shall pay for the “passing” test ONLY.

1.08 Proctor

This bid item provides reimbursement of the cost for proctors. The unit bid price includes labor, materials, and necessary equipment.

1.09 Concrete

This bid item provides reimbursement for the cost of actual cubic yards, square yards, or linear feet (depending on use) of concrete installed at the thickness and as specified in the pay item.

Class I concrete and miscellaneous concrete to be paid by cubic yard.

Concrete sidewalk (either 4” or 6”) to be paid by square yard.

Curb and gutters to be paid by linear feet.

1.10 Riprap

This bid item provides reimbursement for the cost of actual cubic yards of riprap used as specified in the pay item.

1.11 Flowable Fill

This bid item describes the measure and payment for flowable fill material utilized for roadway repair in accordance with FDOT Specification No. 400-9.

The quantity of flowable fill to be paid for under this bid item shall be the area, in cubic yards, acceptably installed to the limits and dimensions shown on the drawings. The volume to be paid shall be based on the dimensions shown on the drawings.

1.12 Remove and Dispose of Existing Asphalt and Concrete

This bid item describes the measure and payment for removing and disposing of existing asphalt and concrete. All material to be removed and disposed of in accordance with state and local guidelines.

1.13 Traffic Control Devices

Traffic control devices include barricades, arrow boards, signs, temporary pavement markers, lights, and temporary striping.

For all devices the following applies:

PH = per hour calculated to the closest 15 minutes.

ED = each day calculated by rounding up to the next full day.

All travel, overhead or any other associated expenses in transportation and setting out will be included in the price. Time is calculated by actual time of persons or equipment on the job site.

Traffic Control – The Contractor shall notify the appropriate agencies a minimum of two (2) working days prior to any construction affecting traffic flow. As a minimum, traffic control shall meet the requirements set forth in the Florida State Department of Transportation Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations. Failure or refusal, on the part of the Contractor, to install, maintain, and/or position traffic control devices or barriers promptly, fully, and in an acceptable manner, shall be sufficient cause for the City, after twenty-four (24) hours' notice, to perform the work with its own organization, or to contract with any other individual, firm or corporation to perform the work. All costs and expenses incurred thereby shall be charged against the Contractor, and the amount thereof deducted from any money due, or which may become due them, or shall be charged against the contract bond. Any work performed as described by this paragraph, shall not relieve the Contractor in any way of his responsibility for the work performed by them.

1.14 Maintenance of Traffic (MOT) – Multi-Lane

This bid item describes the measure and payment of maintenance of traffic that is not included in other pay items or where MOT is designated by an Engineer to be beyond the scope of the other pay items. This work consists of maintaining traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. It shall include labor and equipment to furnishing, installing, and maintaining of traffic control and safety devices during construction; it shall include the construction and maintenance of any necessary detour facilities; providing necessary facilities for access to residences, businesses, pedestrian, schools, etc., control of dust and any other special requirements for safe and expeditious movement of traffic as may be called for on the plans. The term, Maintenance of Traffic, shall include all such facilities, devices and operations as are required for the safety and convenience of the public, as well as for minimizing public nuisance. The Contractor, however, shall not obstruct nor create a hazard to any traffic during the performance of the work and shall be responsible for repair of any damage to existing pavement or facilities caused by their operations. Traffic Control Devices include all types of barricades, arrow boards, signs, temporary pavement markers, lights, concrete barriers and permanent striping. All travel, equipment, labor overhead or any other associated expenses in transportation and setting up the MOT will be included in the price.

Measurement will be measured as EACH DAY completed and priced on an individual project basis. The minimum measurement is eight (8) hours or 0.333 days and is measured from the time that the MOT set up is actually completed. This eight (8) hour minimum (0.333 days) includes full compensation for set up and operation for up to the first eight (8) hour period. Additional time will be in tenths of the day or twenty-four (24) hour period. The lump sum price for each assignment will be based on the specific MOT requirements for the assignment. The Contractor shall provide the Project Manager with a proposal for the MOT that includes a breakdown of the costs, which are included in the lump sum price, and receive written acceptance from the Project Manager prior to the installation of the MOT.

Payment shall be on an individual basis for each item as set forth on the bid form. The unit bid price shall be full compensation for furnishing, proper set up, maintenance and removal of the items listed on the bid form.

1.15 Concrete Pipe and Corrugated Metal Pipe

This bid item describes the measure and payment for concrete pipe (round and elliptical) and corrugated metal pipe. The quantity to be paid for under this item is the length, in linear feet, of pipe acceptably installed at the diameter specified in the pay item.

1.16 PVC Pipe for Water, Reclaimed Water and Force Mains

This bid item describes the measure and payment for polyvinyl chloride (PVC) pipe. The quantity to be paid for this under this item is the length, in feet, of piping acceptably installed to the limits shown on the drawings or where directed by the City.

Measurement will be horizontally, above the center of the pipe, and includes the length of any valve or fittings. Measurement shall be to the nearest foot.

The unit price includes furnishing and installing all materials above and below ground pipeline alignment; joints and jointing materials; stripping, and trenching, including exploratory excavation; bedding and backfill; constructing the specified protection; adjusting of existing aboveground and underground utilities, including mailboxes.

Water mains shall be color-coded blue, reclaimed mains shall be color-coded pantone purple, and sanitary sewer mains shall be color-coded green. All others shall be in accordance with Ten State Standards. For PVC mains, color shall be an integral part of the pipe material.

The unit price includes furnishing and installing chlorine injection points, temporary blow-off assemblies and all other related materials required to perform disinfecting, and hydrostatic (pressure) testing, in accordance with AWWA Technical Specifications.

1.17 High Density Polyethylene (HDPE) Pipe

This bid item describes the measure and payment for High Density Polyethylene (HDPE) pipe. The quantity to be paid for this under this item is the length, in feet, of piping acceptably installed to the limits shown on the drawings or where directed by the City.

Measurement will be horizontally, above the center of the pipe, and includes the length of any valve or fittings. Measurement shall be to the nearest foot.

The unit price includes furnishing and installing all materials above and below ground pipeline alignment; joints and jointing materials; stripping, and trenching, including exploratory excavation; bedding and backfill; constructing the specified protection; adjusting of existing aboveground and underground utilities, including mailboxes.

Water mains shall be color-coded blue, reclaimed mains shall be color-coded pantone purple, and sanitary sewer mains shall be color-coded green. All others shall be in accordance with Ten State Standards.

The unit price includes furnishing and installing chlorine injection points, temporary blow-off assemblies and all other related materials required to perform disinfecting, and hydrostatic (pressure) testing, in accordance with AWWA Technical Specifications.

1.18 Ductile Iron Pipe for Water, Reclaimed Water, Gravity, and Force Mains

This bid item describes the measure and payment for ductile iron pipe. The quantity to be paid for under this item is the length in feet of piping acceptably installed to the limits shown on the drawings or where directed by the City.

Measurement will be horizontally, above the center of the pipe, and includes the length of any valve or fittings. Measurement shall be to the nearest foot.

The unit price includes furnishing and installing all pipe, vinyl identification tape, metallic detectable tape and materials above and below ground pipeline alignment; joints and jointing materials; stripping and trenching, including exploratory excavation; bedding and backfill; constructing the specified protection and adjusting of existing aboveground and underground utilities, including mailboxes.

The unit price includes furnishing and installing chlorine injection points, temporary blow-off assemblies and all other related materials required to perform disinfection, and hydrostatic (pressure) testing, in accordance with AWWA Technical Specifications.

1.19 Ductile Iron Pipe Fittings for Water and Wastewater Mains

This bid item describes measurement and payment for ductile iron pipe fittings used in the construction and adjustment of water and wastewater mains, if separate payments for fittings are called for. This bid item includes, but is not limited to, tees, crosses, plugs, and caps, and reducers and increasers.

Payment will be according to per pound bags. The unit price includes furnishing and installing all fittings and materials above or below ground along the pipeline alignment, joints, and jointing materials. The bid does not include ductile iron pipe.

1.20 Valve and Valve Boxes

This bid item describes measurement and payment for valves of various types and valve boxes for water and wastewater pipelines. The quantity to be paid for under this item is the number of valves acceptably installed where shown on the drawings or where directed by the City.

Measurement will be on an individual basis for each type of valve.

1.21 Directional Boring

This bid item describes the measure and payment for directional boring in accordance with FDOT Specifications, Sections 555-7 and 555-8. To be paid by linear feet.

1.22 Blowoff Assembly

This bid item describes measurement and payment for the installation of blowoff assemblies as described in the City of Tarpon Springs Standard Details, Index W-19.

Measurement will be on an individual basis for each blowoff assembly installed.

Payment – the bid price includes furnishing and installing restrained joint gate valve, valve box and valve pad, valve stem extension, tapped cap, thrust block, pipe with gate valve, fittings and end cap, meter box, crushed stone, testing, labor, materials, and equipment required to install the blowoff assembly, excavation and backfill.

1.23 Fire Hydrant and Valve Assembly

This bid item describes measurement and payment for installing new fire hydrant and valve assemblies on existing and proposed water mains, replacement on existing water mains and for relocating and adjusting existing fire hydrants. The quantity to be paid for under this item is the number of hydrant and valve assemblies acceptably, installed or relocated to the limits shown on the drawings or where directed by the City.

Measurement will be on an individual basis for each hydrant and valve assembly, including disinfection and hydrostatic (pressure) testing, in accordance with AWWA Technical Specifications.

1.24 Thrust Block (Pre-Cast and Cast-in-Place)

Pre-Cast: this bid item describes measurement and payment for furnishing and installing pre-cast thrust blocks on water, reclaimed water, and force mains. The quantity to be paid for under this item is the number of pre-cast thrust blocks installed where shown on the drawings or directed by the City.

Measurement will be on a “per each” basis.

Cast-in place: this bid item describes measurement and payment for pouring and installing cast-in-place thrust blocks on water, reclaimed water, and force mains.

Measurement will be on a cubic yard basis.

1.25 Restrained Joint Devices

This bid item describes measurement and payment for installing restrained joint devices on water, reclaimed water, and force mains. The quantity to be paid for under this item is the number of restrained joint devices installed where shown on the drawings or where directed by the City.

Measurement will be on an individual basis for each restrained joint device installed.

Payment will be according to the size of the pipeline, and the type of restrained joint device, as set forth in the proposal. The unit bid price includes furnishing and installing the restrained joint device.

1.26 Tapping Sleeve and Valve

This bid item describes measurement and payment for the installation of tapping sleeve and valves on existing water and wastewater pipeline, under pressure at the time of installation. The quantity to be paid for under this item is the number of sleeves and valve acceptably installed where shown on the drawings or as directed by the City.

Payment will be according to the diameter of the branch and run of the sleeve and the diameter of the tapping valve, as set forth on the proposal. The unit bid price includes furnishing and installing the tapping sleeve and valve, labor, materials, and equipment required to install the tapping sleeve and valve.

1.27 Initial Excavation

This bid item provides all labor, equipment and material for mobilization, delivery and set up of excavation equipment and excavation for the installation of the first 25 linear feet of new gravity sewer pipe, or the excavation and exposing up to the first 25 linear feet of existing pipe and first 50 linear feet of waterline as measured in the horizontal plan view. This bid item also includes trench box, non-well point dewatering, crushed stone if required by the Contractor for stabilization, hand cleaning of the pipe and observation of its condition, realignment of misaligned pipe, protection of existing utilities and backfilling, including irrigation sprinkler system protection and restoration.

Excavation in excess of 25 linear feet will be paid for under contract pay item 1.28.

The quantity to be measured for payment under this pay item will be one (1) initial excavation per work order for the installation of new pipe or the actual number of such initial excavations made in conjunction with pipe repair at the various cut ranges listed in the proposal.

The cut for initial excavation shall be the average of the pipe cut (grade elevation minus the pipe invert elevation) measured at each end of the trench that measures 25 feet in length or less.

The following items, if specified or directed, will be paid for under other contract pay items; new gravity sewer pipe, pipe repair, well point de-watering, by-pass pumping, surface restoration, sheeting (removed or left in place), and additional excavation.

1.28 Additional Excavation

This bid item provides for excavation for the installation of new pipe, and the excavation and exposing existing pipe as measured in the horizontal plan view in excess of the 25 linear feet specified in contract pay item 1.27. This pay item is applicable only in conjunction with, and includes the same work as listed in, contract pay item 1.27, except mobilization and that measurement and payment will be made on a per foot basis.

Measurement will be horizontally, above the center of the pipe excavation, less the 25 linear feet paid for in contract pay item 1.27.

The cut for additional excavation shall be the average of the pipe cut (grade elevation minus the pipe invert elevation) measured at each end of the trench.

1.29 Sheeting – Left in Place

This bid item provides for all labor, equipment, and materials to furnish timber or steel sheeting as required and approved by City Project Manager to be left in place. The work includes cutting the sheeting at the elevation specified or directed. The work doesn't include installation of the sheeting, which is part of the work under item 1.27, as applicable.

The quantity to be measured for payment under this bid item will be the actual area in square feet of sheeting to be left in place between 18-inches below grade and three (3) feet below the bottom of the pipe or structure.

1.30 Sheeting - Removed

This bid item provides for all labor, equipment, and materials to install, extract, and retrieve timber or steel sheeting as required and approved by City Project Manager for a particular excavation.

Sheeting not approved by the City Project Manager will be included under Pay Item 1.27 and 1.28 and is not included in the work under this Pay Item.

The quantity to be measured for payment under this bid item will be the actual area in square feet of sheeting approved by the City installed between 18-inches below grade and three (3) feet below the bottom of the pipe or structure.

1.31 Dewatering - Initial

Payment for initial dewatering shall be made as listed on the bid sheet for the various depths. Payment includes necessary labor, equipment, and materials and equipment for the mobilization, set up and operation of dewatering pumping equipment, including up to twelve (12) well points. When directed by the City Project Manager, the well point dewatering will stabilize the trench bottom and remain in operation until backfill operations are complete.

The quantity to be measured for payment under this Pay item will be the actual number of such systems placed in the work, as directed by the City Project Manager, for the various cuts listed in the Work Order.

1.32 Bypass System

Payment for bypass pump shall be made for the items listed on the bid sheet. Payment for these items shall be per the unit listed for each item, respectively, furnished, installed, operated, and maintained to properly bypass for the day of set-up and up to 3 additional days. If project is expected to have more than a total of 4 days of bypass pumping, both lines will be charged. Payment includes mobilization, necessary labor, equipment, and materials necessary to provide, install, maintain, operate, and remove the required bypass pump. The City, its agent, and Contractor will cooperatively select the discharge rate needed for bypass pumping.

Payment for pump set up shall be to furnish and set up a pump. The quantity shall be the total number of pump setups required. Payment for pump operation and maintenance shall be to properly operate and maintain the pump. Measurement for payment of this item shall be per day the pump is needed for bypassing.

For reclaimed water, potable water systems, or sanitary sewer systems, the rigid pipe shall be capable of handling at least 100-psi operation pressure and 30” of vacuum.

1.33 PVC Pipe for Gravity Sanitary Sewer

This bid item describes measurement and payment for PVC, for construction and adjustment of gravity sanitary sewers. The quantity to be paid for under this item is the length in feet of pipe acceptably installed to the limits shown on the drawings or where directed by the City.

Measurement will be horizontally above the center of the pipe and includes the length of any fittings.

Payment will be according to the diameter, thickness class, and type of joint, as set forth on the proposal. The unit bid price includes furnishing and installing all pipe, materials and labor along the pipeline alignment, magnetic identification tape, joints and jointing materials, stripping, and trenching, including exploratory excavation; bedding and backfill; constructing the specified

protection and adjusting of existing aboveground and underground utilities and service connections, and work and equipment required to construct a complete, operable pipeline.

1.34 Ductile Iron Pipe for Gravity Sewer

This bid item describes the measure and payment for ductile iron pipe for gravity sewer. The quantity to be paid for under this item is the length in feet of piping acceptably installed to the limits shown on the drawings or where directed by the City.

Measurement will be horizontally, above the center of the pipe, and includes the length of any valve or fittings. Measurement shall be to the nearest foot.

The unit price includes furnishing and installing all pipe, vinyl identification tape, metallic detectable tape and materials above and below ground pipeline alignment; joints and jointing materials; stripping and trenching, including exploratory excavation; bedding and backfill; constructing the specified protection and adjusting of existing aboveground and underground utilities, including mailboxes.

1.35 PVC Sewer Fittings

This bid item describes measurement and payment for PVC pipe fittings used in the construction of sewer mains and laterals. The quantity to be paid for under this item will be the actual number of fittings acceptably installed as shown on the drawings. This bid item includes, but is not limited to, wyes, bends, tees, plugs, caps and clean out assemblies.

Payment will be according to the diameter and type of fittings as set forth on the proposal. The unit price includes furnishing and installing all fittings and materials above or below ground along the pipeline alignment, joints, and jointing materials.

1.36 Remove Existing Manhole

This bid item provides all labor, equipment, and materials necessary to remove an existing manhole in accordance with the diameter and depth as shown on pay item.

1.37 Manhole Drop Connection (Outside)

This bid item provides all labor, equipment, and materials for building manhole outside connection as per City of Tarpon Springs Standard Details, Index SS-03.

1.38 Manhole Drop Connection (Inside)

This bid item provides for all labor, equipment, and material to make a connection in the manhole wall as per City of Tarpon Springs Standard Technical Specifications. This work includes coring the proper size hole, a water stop or core and seal boot connection, all interior piping, drop bowl and any masonry or concrete and coatings patching required to complete a repair connection to an existing manhole, gravity or force main.

1.39 Removal of existing pipelines – nonhazardous

This bid item provides all labor, equipment, and materials necessary for the removal of existing pipelines in accordance with the diameters as shown on the pay item.

Payment to be by linear feet.

1.40 Grouting and Abandonment of Existing Pipeline

This bid item provides all labor, equipment, and materials necessary for the grouting and abandonment of existing pipelines in accordance with the diameters as shown on the pay item.

Payment to be by linear feet.

1.41 Sanitary Sewer Manhole - Installation

This bid item provides all labor, equipment and materials for the excavation and installation of new manholes with pre-cast manholes, with frames and covers. The quantity paid for under this item is the number of manholes acceptably installed where shown on the drawings.

Measurement will be on an individual basis according to the depth of cut, measured from the invert of the outfall sewer to the design finish grade at the center of the manhole.

Payment will be according to the inside diameter of the manhole barrel section and the depth of cut, as set forth on the proposal. The unit bid price includes furnishing and installing manhole sections, frames, and covers, flexible pipe connections, resilient non-shrink grout, and bituminous coating.

The work does may include restoration, de-watering, or construction of an outside drop connection, which, if required, will be paid for under other contract pay items.1.42 Water Services

This item provides all labor, equipment, and materials for the installation of water services in accordance with AWWA Technical Standards and Specifications.

The quantities to be paid for under this item are the length in feet of tubing and per assembly or connection according to the unit prices set forth in the proposal.

1.42 Water Services

This item provides all labor, equipment, and materials for the installation of water services in accordance with AWWA Technical Standards and Specifications.

The quantities to be paid for under this item are the length in feet of tubing and per assembly or connection according to the unit prices set forth in the proposal.

1.43 Lining and Sheeting

This bid item provides all labor, equipment, and materials necessary for the Lining and sheeting as shown on the pay item.

Payment to be by square feet and vertical feet.

1.44 Sewer Pipe TV Inspections

Payment will be according to the sewer pipe TV inspections as set forth on the proposal. The unit price includes sewer main cleaning and inspections as shown on the pay item.

1.45 Sewer Cleanout Installations

Payment will be according to the sewer cleanout installations will be by depth and area type as set forth on the proposal. The unit price includes sewer cleanout installation as shown on the pay item.

1.46 Sewer Pipe Laterals

Payment will be according to the diameter and type of fittings as set forth on the proposal. The unit price includes furnishing and installing all fittings and materials above or below ground along the pipeline alignment, joints, and jointing materials.

Payment to be by Linear feet.

1.47 Emergency Work Premium

This measure and payment item describes the “premium” to be added to the Work Order should the work required work be designated as an “Emergency” by the City. In this event, the Contractor response times shall be in accordance with Part A Special Conditions, Item #4 “Emergency Work.”

PART D

GENERAL CONDITIONS FOR CONSTRUCTION

1. **Definitions**

“Owner”	The City of Tarpon Springs, Florida.
“Contractor”	The person, firm, or corporation with whom this Contract is executed by the Owner.
“City Manager”	The duly appointed City Manager of the City of Tarpon Springs, Florida.
“Contract Documents”	Instructions to Bidders, Notice to Contractors, Specifications, Plans, Permits, Addenda, Change Orders and Written Orders, Instructions, and General Conditions.
“Engineer”:	The City Engineer of Tarpon Springs or a duly appointed representative.
“Bidder”	Any person, firm, or corporation submitting a bid for the contemplated work.
“Subcontractor”	Any person, firm, or corporation having a direct contract with the Contractor for the performance of a part of the work at the site.

“Work”	All labor, material, tools, and equipment necessary to produce the construction required by the contract documents.
“Inspector”	An authorized representative of the Engineer assigned to make any and all inspections of the work performed, and materials furnished by the Contractor.
“Board of Commissioners”	The governing body of the City of Tarpon Springs, Florida hereinafter referred to as the “Board”.
“Plans”	The drawings prepared by the Engineer that show the location, character, dimension, and details of the work to be done.
“Specifications”	The detailed written directions, provisions, and requirements relating to the quantities and qualities of the work to be performed under the contract.
“Addendum”	A modification of the plans, specifications, or other contract documents issued by the Engineer and distributed to the bidders before the opening of bids.
“Change Order”	A written order authorized by the Board to the Contractor directing certain changes, additions, or reductions in the Work.
“Substantial Completion	“The stage in the process of the work or designated portion is sufficiently complete in accordance with the contract documents so that the owner can occupy or utilize the work for its intended use.
“Surety”	The entity engaged by the Contractor to be responsible for the Contractor’s acceptable performance of the Contract and the Contractor’s payment of all debts pertaining thereto.
“Bid Security”	The surety bond or certified check furnished by the bidder with his bid proposal.
“Payment Bond”	A bond, which assures payments, as required by law, to all persons supplying labor or material for the completion of work under the contract.
“Performance Bond”	A bond, executed subsequent to award by the Contractor from loss due to the Contractors inability to complete the contract as agreed; secures the fulfillment of all contract requirements.

2. **Covenants Against Contingent Fees**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract

price or consideration, or otherwise recover the full amount of such commission, percentage brokerage or contingent fee.

3. **Site Investigation**

The Contractor acknowledges that the Contractor has satisfied itself as to the nature and location of the work; the general and local conditions, including but not restricted to those bearing upon transportation, disposal, handling, and storage of prosecution materials; availability of labor, water, electric power, roads; uncertainties of weather, river stages, tides, or similar physical conditions at the site; the conformation and conditions of the ground; and the character of equipment and facilities needed preliminary to and during the work.

The Contractor further acknowledges that Contractor has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered, insofar as this information is reasonably ascertainable from inspection of the site, including all exploratory work done by the Owner, as well as from information presented by the Contract Documents made a part of this contract.

Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.

Owner does not guarantee that any site or soil conditions will be as described and are available only upon waiver of all responsibility of the Owner. It is the Contractor's sole risk and responsibility to verify such information in order that he may complete the project as specified and shown in the contract documents. Under no condition will a variation in the information obtained by the Owner on site or soil conditions, including subsurface soil conditions at the job site, be accepted as a basis in any claim for extra compensation.

Submittal of a bid by the Contractor shall be taken as prima facie evidence of compliance with this section.

The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner. The Owner also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Contract, unless:

1) such understanding or interpretations are made in writing by the Engineer or are expressly stated in the Contract; and
2) the Contract expressly provides that the responsibility therefore is assumed by the Owner.

The Contractor shall assume all risks resulting from any changes in the conditions which may occur during the progress of the work resulting from Acts of God.

4. **Bid Documents/Cost**

Bid Documents with Instructions and Contract Documents may be obtained **only** from DemandStar/Onvia (www.demandstar.com) The cost of these documents, if any, will be as specified on DemandStar/Onvia.

5. **Equal Opportunity**

Attention of Contractor is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

6. **Insurance Requirements**

The successful bidder must provide a Certificate of Insurance in accordance with Insurance Requirements, Construction Agreement, prior to issuance of a Purchase Order and Notice To Proceed.

7. **Patents**

The Contractor shall obtain all necessary consents and shall pay all royalties, licenses, and fees for the use of any patented invention, articles, composition, or process in the work done or the materials furnished, or any part thereof embraced in this Contract. The Contractor shall be responsible for any claims made against the Owner, its agents, and employees for any actual or alleged infringement of patents by the use of any patented articles, appliances, etc., in the construction and completion of the work and shall save harmless and indemnify the Owner, its agents, and employees from all costs, expenses, and damages, including attorney's fees which the Owner may be obliged to pay by reason of any actual or alleged infringements of patents used in the construction and completion of work herein specified.

8. **Assignments**

Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof or of the right, title, or interest of his obligations hereunder, without the written consent of the other party.

9. **Permits**

A construction permit, tree removal permit (if applicable), and a building permit issued by the City of Tarpon Springs to the Contractor will be required prior to start of the Contract. Fees for these permits will be waived if the Contractor obtains these permits prior to construction. Fees will be charged to the Contractor if he neglects to obtain permits prior to construction. Any penalty fees collectable by the City of Tarpon Springs shall NOT be waived. In addition, the Contractor shall be responsible for obtaining all permits/licenses necessary to complete the work.

10. **Sign: City Of Tarpon Springs Tax Dollars At Work**

The successful contractor shall display a "CITY OF TARPON SPRINGS TAX DOLLARS AT WORK" sign at the project site at all times until completion. The Public Works Department will arrange for the sign to be delivered to the site. It is the contractor's

responsibility to see that the sign is returned to the City upon the project being completed and that the sign is returned in the same condition as it was when received.

11. **Submission Of Formal Bid**

A TOTAL BID shall be submitted in as (1 Original, and 1 Electronic Copy via USB flash drive), including Bid the Proposal Form, all applicable Warranties & Guarantees of Workmanship, Bid Guaranty, Vendor References, (if not currently on file), listing of Manufacturers and Suppliers, and all ADDENDA, if issued.

12. **Liquidated Damages**

The amount of liquidated damages for each project is hereby established as **$250.00** per calendar day; unless established separately on individual workorders. The construction time for each project will be established per Work Order.

13. **Five Percent (5%) Retainer**

A five percent (5%) retainer or partial payment will be withheld until the final acceptance of the work and the satisfaction of any liquidated damages.

14. **Contingency Statement**

In the event sufficient funds have not been currently made or are not available for a new fiscal period, the City shall notify the Contractor of such occurrence; and contract shall terminate on the last day of current fiscal period without penalty or expense to the City.

15. **Plans And Specifications Furnished To Contractors**

The successful Contractor shall be entitled to receive from the Engineer four (4) sets of contract plans and specifications at no cost to the contractor. Additional plans and specifications may be purchased from the Engineer at the cost of reproduction.

16. **Qualifications Of Contractors And Subcontractors**

The Contractor shall assure that all superintendents, foremen, crafts, and workers are competent, careful, and reliable. All crafts and workers must have sufficient skill and experience to properly perform the work assigned them. All crafts and workers engaged in any trade shall have had sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved and shall make do and proper effort to execute the work in the manner prescribed in the Contract Documents, or the Engineer may take action as follows:

Whenever the Engineer shall determine that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate; such person shall upon notice be discharged from the work and shall not again be employed on it except with the written consent of the Engineer. Should the Contractor fail to remove such person or persons, the Engineer may withhold all estimates which are or may become due or may suspend the work until the Contractor complies with such orders.

17. **Engineer's Status**

The Engineer cannot direct day-to-day work or Contractor's employees. The day-to-day responsibility of furnishing competent supervision and superintending shall be that of the Contractor in accordance with the article hereof regarding supervision. The Engineer has authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract. The Engineer shall also have authority to reject all work and materials which do not conform to the contract and to decide questions and disputes which arise in the execution of the work.

The Engineer in all cases shall have the authority to determine the amount, quality, acceptability, and fitness of the several kinds of works, materials, and equipment which are to be paid for under this contract. Any such determination, however, in no way guarantees the Contractor's workmanship, materials, or equipment used. The Engineer shall also determine all questions or conflicts which may arise in relation to the work and the performance of the contract.

The Engineer does not underwrite, guarantee, or ensure the work done by the Contractor. It is the Contractor's responsibility to perform the work in all details in accordance with the contract documents, and the Engineer shall never be responsible or liable to the Contractor or any other party by reason of the Contractor's failure to do so.

18. **Inspection Of Work**

The purpose of inspection is to ensure compliance with the technical specifications and contract documents. The Engineer and the Engineer's representatives shall at all times have access to the work; and the Contractor shall provide proper facilities for such access and for inspection including scaffolds, lighting, etc. If the specifications, the Engineer's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved; the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by another authority other than the Engineer, of the date fixed for such inspection. Inspection by the Engineer shall be made within a reasonable time after notification and, where practicable, at the source of supply. If any work should be covered up without approval or consent of the Engineer, it shall, if required by the Engineer, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the Engineer; and, if so ordered, the work shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract documents, the Owner shall pay the cost of re-examination and replacement. If such work is found not to be in accordance with the Contract documents, the Contractor shall pay such cost.

The Engineer may appoint such persons as the Engineer may deem necessary to inspect, at any time, the materials and equipment furnished, and the work done under this contract. Said inspections are to be made at the shop or plant or at the site of the work at the discretion of the Engineer.

No inspection or direction, no failure to inspect or direct, no approval of payments, nor the presence or absence of any employees of the Owner or Engineer during the execution of the work shall relieve the Contractor of any of its obligations to fulfill the contract; nor shall prevent the rejection of the said work, materials, and equipment, in whole or in part, at any

time, should said work, materials or equipment be found by the Owner or Engineer to be defective or not in accordance with the requirements of the contract documents.

19. **Schedule**

Within ten (10) days after the execution of the Contract, the Contractor shall deliver to the Engineer a schedule of delivery of materials and a construction progress schedule in a form satisfactory to the Engineer and showing the proposed dates of commencement and completion of each of the various subdivisions of work.

In conjunction with the construction schedule, the Contractor shall furnish the Engineer a schedule of anticipated monthly payments that will become due and at the same time furnish the Engineer with a detailed estimate giving a complete breakdown of the value of items of work to be paid for in lump sums for the purpose of making partial payments thereon. The values employed in making up any of these schedules are subject to acceptance by the Engineer and will be used only for determining the basis of partial payment and will not be considered as fixing a basis for additions to or deductions from the contract price.

20. **Shop Drawings**

The Contractor shall provide shop drawings as may be necessary for the prosecution of the Work as required by the Contract documents. The Engineer shall promptly review all Shop Drawings. The Engineer's approval of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract documents. The approval of any Shop Drawing which substantially deviates from the requirement of the Contract documents shall be evidenced by a Change Order.

When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that he has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract documents.

Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the Engineer. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

21. **Line And Grade**

The Contractor shall employ a competent surveyor satisfactory to the Owner and the Engineer to lay out the work from the benchmarks, grades, dimensions, points, and lines noted on the working drawings, established at the site, or supplied by the Engineer. All work of every description shall be laid out and checked by the Contractor, who will be held solely responsible for its correctness. All expenses in connection with this work shall be paid for by the Contractor. The maximum allowable interval for construction batter boards on sewers and pipelines will be twenty-five (25) feet for grades under 1.00 per cent and fifty (50) feet for grades of 1.00 per cent and over. Work may be checked by the Engineer; and, in the event of discrepancy, the Engineer's decision shall be final.

No special compensation will be made to the Contractor to defray costs of any of the work or delays occasioned by making surveys and measurements, tests, or inspections. Such

costs shall be considered as having been included in the price stipulated for the several items of the work to be done under this contract.

22. **Use Of Completed Portions**

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired. Such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation or extension of time or both as the Engineer may determine.

23. **Water**

The cost of all water for construction and testing purposes, as well as the expense of having the water conveyed to and about the work, must be borne by the Contractor. The cost of this work shall be considered as having been included in the unit or lump sum prices stipulated for the several items or work to be done under this contract.

Unless otherwise specifically permitted by the Engineer, all water used for construction purposes shall be obtained from the public water supply main. Contractor shall use temporary or permanent water meters to measure all of the water it uses. Meters shall be provided as outlined in the Tarpon Springs Municipal Code. Water shall be purchased at prevailing City rates.

24. **Subcontractors**

Within ten (10) days after the award of each and every Subcontract, the Contractor shall deliver to the Engineer a statement setting forth the name and address of the Subcontractor and a summary description of the work contracted.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall not award more than thirty (30) percent of the Contract price to any Subcontractor or group of Subcontractors without the prior written approval of the Engineer.

Nothing contained in this Contract shall create any contractual relationship between any Subcontractor and the Owner.

25. **Cooperation With Others**

The Contractor will cooperate with City crews or others who may be engaged in authorized work prior to final completion of the project.

26. **Supervision By Contractor**

The Contractor will supervise and direct the Work and be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the Work a qualified Supervisor or Superintendent, who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The Supervisor shall have full authority to act on behalf of the Contractor, and all communications given to the Supervisor shall be as binding as if given to the Contractor.

27. **Area For Work And Access Thereto**

The Owner will furnish and define the limits of adequate land for access to the construction site and for the site proper. All information shown on the plans constitutes the extent of land provided by the Owner. Any and all other lands required by the Contractor shall be procured by the Contractor at the Contractor's expense.

As the work progresses, the Contractor shall keep the site clear of rubbish, trash, waste, and other disposable materials. If the Contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the Contractor cleans up the site to the satisfaction of the Owner.

Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the Engineer and shall be built with labor and materials furnished by the Contractor without expense to the Owner. Such temporary buildings and utilities shall remain the property of the Contractor and will be removed by Contractor at Contractor's expense upon the completion of the work. With the written consent of the Engineer, such buildings and utilities may be abandoned and need not be removed.

28. **Storage Of Material**

Materials shall be so placed as to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use shall not be used in the work and shall be removed from the site.

29. **Material Safety Data Sheets Requirement**

If any chemicals or materials or products containing toxic substances, as defined by Chapter 442, Florida Statutes, are to be used at any time during this Contract pursuant to completion of this Contract; the Contractor shall furnish Material Safety Data Sheets to the Engineer prior to commencing such use.

30. **Convict Labor**

In connection with the performance of work under this Contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment.

31. **Monuments And Landmarks**

Monuments or landmarks shall not be molested or removed by the Contractor or any of its employees without the written consent of the Engineer. Any monument or landmark so removed will be replaced by the Engineer at the expense of the Contractor.

32. **Sanitary Facilities**

The Contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed on the work. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced.

33. **Use Of Explosives**

No blasting shall be done except upon written approval by the Owner and any other governmental agency or political subdivision having jurisdiction.

34. **Protection Of Existing Structures, Utilities, Work, And Vegetation**

Location of existing structures and utilities shown on the plans are approximate only. Any damage to existing structures or work of any kind or the interruption of a utility service resulting from failure to comply with the requirements of this contract caused by carelessness shall be repaired or restored promptly by or at the expense of the Contractor.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Engineer. The Contractor will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials, or tracking of grass areas by equipment.

Care will be taken by Contractor in felling trees authorized for removal to avoid unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operations shall be trimmed with a clean cut and painted with an approved tree pruning compound if required by the Engineer. The Contractor will be liable for or may be required to replace or restore at its own expense all vegetation not protected and preserved as required herein that may be destroyed damaged.

35. **Work On Saturdays, Sundays, And Holidays**

No work will be permitted on a Saturday, Sunday, or Holiday unless permission to work has been requested in writing by Contractor, and written approval has been granted by the Engineer. Holiday is defined as any Holiday listed in the City of Tarpon Springs Personnel Department Rules and Regulations.

Should the Contractor engage in the prosecution of the work on a Saturday, Sunday, or Holiday, having first been duly authorized to do so in accordance with the provisions stated above, the Contractor shall pay to the Owner as a reimbursement of additional costs incurred by the Owner in providing engineering, inspection, or survey services on such days the sum of THREE HUNDRED AND NO/100 DOLLARS ($300.00) per day per Inspector for each Saturday, Sunday, or Holiday on which the Contractor engages in the prosecution of the work.

Payment to the Owner of such sums as may become payable under the provisions of this Article shall be made by identifying the said sums as a credit item on the Contractor's pay estimate for the period during which the liability for the sums shall have been incurred. The credit item shall show the total number of man-days applicable above, times the corresponding sum.

36. **Delays**

The Owner may grant an extension of time for the completion of the work provided: (1) the delay of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; including, but not restricted to, Acts of God, acts of the public enemy, acts of the Owner or other governmental entity acting in its official or contractual capacity, fires, floods, epidemics, quarantine, restrictions, strikes, trade embargoes, unusually severe weather, or delays of Subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and such Subcontractors or suppliers; and (2) the Contractor within forty-eight (48) hours from the beginning of any such delay notifies the Engineer in writing of the cause of the delay. The Engineer shall ascertain the facts and the extent of the delay and recommend to the Board the extension of time needed for completing the work when, in the Engineer's judgment, the findings of fact justify such an extension. The Engineer's findings shall be final and conclusive.

Extensions of time will not be granted for delays caused by inadequate construction force or for the failure of the Contractor to timely order equipment or materials. No claim shall be made for acceleration caused by delays, notwithstanding the fact that the job may be completed within the contract period.

37. **Clean-Up**

As the work progresses and as the Engineer may direct, the Contractor shall remove from the site and dispose of debris and waste material. Particular attention shall be given to minimizing any fire hazard from combustibles as may be used in connection with the work.

Upon failure of the Contractor to keep the sites of its operations clean to the satisfaction of the Engineer, the Owner may upon twenty-four (24) hours' notice to the Contractor remove any rubbish, materials, earth, etc., which the Engineer may deem necessary. The cost thereof will be charged to the Contractor, and the amount may be deducted from any money that may be due the Contractor.

On or before the date of the final estimate for the work, the Contractor shall tear down and remove all temporary structures that it built; shall remove all construction plant that it used; shall repair and replace all parts of existing embankments, fences, sidewalks, shrubbery, or structures which were removed or injured by the Contractor's operations or by Contractor's employees; shall thoroughly clean out all sewer, drains, pipes, manholes, and miscellaneous structures; and shall remove all rubbish and leave the grounds, thoroughfares, and rights-of-way in a neat condition satisfactory to the Engineer.

38. **Defective Work Or Materials**

If at any time any materials or workmanship should be discovered which do not comply with the plans, specifications, and contract drawings; such defective work and material shall immediately be removed or corrected by the Contractor when notified to do so by the Engineer. Such defects shall be replaced or corrected at the Contractor's expense. Any work or materials condemned by the Engineer as unsuitable or improperly done shall be removed and repaired or otherwise remedied as the Engineer may require.

If the Contractor shall neglect or refuse to remove or replace defective work or materials within seven (7) days from the date of the notice from the Engineer to do so, then the Owner may remove or cause the same to be removed and satisfactorily replaced by contract or otherwise, as Owner may deem expedient. Owner may and is empowered to charge the expense thereof to the Contractor. If moneys due to the Contractor are not sufficient to deduct the expenses that become due under this agreement, then the additional moneys shall be furnished by the Contractor. If the Contractor refuses or neglects to provide the necessary moneys, they shall be provided by his Surety.

39. **Change Orders And Time Extensions**

Without invalidating the contract, the Owner may at any time, by written order and without preliminary notice to the surety, order extra work within the general scope or alter the work by addition or deduction; and the contract price will be adjusted accordingly.

The value of such extra work or change shall be determined by contract unit prices if applicable unit prices are set forth in the Contract. The amount of the change shall be computed from such prices and added to or deducted from the Contract price.

If applicable unit prices are not in the contract, the value of such extra work or change shall be determined by negotiation. The Owner and Contractor may negotiate a change order to the contract at mutually satisfactory unit prices or lump sum for the extra work, addition, or deletion ordered. If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct jobsite overhead and profit but shall not include home-office overhead or other indirect costs or components. Any such costs or savings shall be documented in the format and with such content and detail as the Owner or the Engineer requires.

Except for emergencies described below, in no case shall any extra work be paid which has not been previously authorized by a change order approved by Owner's Board of Commissioners. Payment by such change order shall represent full and complete compensation to the Contractor for labor, materials, incidental expenses, overhead, profit, impact costs, and time associated with the work authorized by such change order. However, in cases of emergency likely to cause personal injury or property damage, Contractor may rely upon written authorization from the Owner's City Manager or City Engineer.

If Contractor experiences unforeseen conditions which, in Contractor's opinion, require additional work, Contractor shall have fifteen (15) days from date thereof to notify Owner's City Manager in writing of that condition. Furthermore, Contractor shall have thirty (30) days from the date of such notification to the City Manager to submit a change order to Engineer. That request shall detail such conditions and the costs of all labor and materials incidental thereto. Failure to comply with such notification shall be cause to waive Contractor's right to compensation for such delinquent change order. However, in cases of emergency likely to cause personal injury or property damage, Contractor may rely upon written authorization from the Owner's City Manager or City Engineer.

40. **Operation And Maintenance Instructions**

The Contractor shall furnish to the Owner two (2) sets of brochures containing spare parts data and operating and maintenance instructions on all equipment incorporated into the work. Copies of all manufacturers' guarantees and warranties shall also be furnished by the Contractor to the Owner. Final payment will not be made until this material is received by the City.

41. **Guaranty**

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of acceptance of the completed work. The Contractor warrants and guarantees for a period of one (1) year from said date that the completed work is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. Contractor agrees that in the event Owner shall make such repairs adjustments, or other work; Contractor shall be responsible to Owner for all costs incurred; and no claim shall be made by Contractor that such repairs, adjustments, or other work could have been done at a lesser cost. It is the intent of the parties that the damages which may be collected from Contractor be the actual cost incurred by Owner. The Performance Payment shall remain in full force and effect through the guarantee period. In addition, Contractor warrants and guarantees that the completed work is free from all latent defects due to either faulty materials or workmanship, which are not discovered within one (1) year from the date of Substantial Completion.

42. **Payment To Contractor**

At least fifteen (15) calendar days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data satisfactory to the Owner as will establish the Owner's title to the material and equipment and protect the Owner's interest therein, including applicable insurance. Within fifteen (15) calendar days after receipt of each partial payment estimate, the Engineer will either approve payment in writing and present the partial payment estimate to the Owner or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. Within thirty (30) days of presentation to the Owner of an approved partial payment estimate, the Owner will pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Owner shall retain ten percent (10%) of the amount of each payment until final completion and acceptance of all work covered by the Contract documents.

The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site, upon receipt of Contractor's proof of ownership.

Prior to Substantial Completion, with the approval of the Engineer and the concurrence of the Contractor, the Owner may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

The Owner shall have the right to enter the premises for the purpose of doing work or having work done by other contractors not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work or the restoration of any damaged work, except such as may be caused by employees of the Owner.

Upon completion of the work, the Engineer shall attach a certificate to the final payment request certifying that the work has been accepted by the Engineer under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.

43. **Acceptance And Final Payments**

Semi-final Inspection - The Engineer will make a semi-final inspection after notice from the Contractor of presumptive completion of the entire project. At the semi-final inspection, if all construction provided for and contemplated by the contract is found completed to the Engineer's satisfaction, such inspection shall constitute the final inspection, as prescribed below. If, however, at any semi-final inspection, any work is found unsatisfactory, in whole or in part, the Engineer shall give the Contractor the necessary instructions as to replacement of material and performance or re-performance of work necessary and prerequisite to final completion and acceptance, and the Contractor forthwith shall comply with and execute such instructions. Upon satisfactory replacement of material and performance or re-performance of such work, another inspection shall be made.

Final Inspection- Whenever all materials have been furnished, all work has been performed, and the construction contemplated by the contract has been satisfactorily completed, the Engineer will make the final inspection.

Maintenance of Work - The Contractor shall maintain all work in first-class condition until it has been completed as a whole and has been accepted by the Board of Commissioners.

Final Acceptance - When, upon completion of the final construction inspection, the work is found to be completed satisfactorily; the Engineer shall prepare a final estimate. Whenever the work provided for under the Contract has been completely performed by the Contractor, and the final inspection has been made by the Engineer, a final estimate showing the value of the work will be prepared by the Engineer as soon as the necessary measurements and computations can be made. All prior estimates and payments shall be subject to correction in the final estimate and payment. The amount of this estimate, less any sums that may have been deducted or retained under the provisions of the contract, will be paid to the Contractor as soon as practicable after the Contractor has

furnished a sworn Affidavit to the effect that all bills are paid and no suits are pending, and after the Contractor has agreed in writing to accept the balance due, as determined by the Owner, as full settlement of the Contractor's account under contract and of all claims in connection therewith.

By completion of its portion of the affidavit and surety release subsequent to the Contractor's completion of the Contractor's portion, the surety on the contract bond consents to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bond.

Termination of Contractor's Responsibility - The Contract will be considered complete when all work has been completed and has been accepted by the Board of Commissioners. The Contractor will then be released from further obligation except as set forth in the Contractor's bond and elsewhere in this article.

Recovery Rights, Subsequent to Final Payment - The Owner reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials.

44. **Testing**

The Contractor shall retain a certified testing and soils laboratory and Florida Registered Professional Engineer qualified and competent to perform and supervise all tests as outlined elsewhere in the Contract Documents. All testing shall be paid for by the Contractor and the costs associated with testing will be a part of the various items bid which require such testing in this contract. Copies of all test results and explanations, when necessary, will be furnished directly to the Engineer by the Florida Registered Professional Engineer in charge of the testing. In addition to or in the absence of any specific testing requirements, the Minimum Testing Frequency Requirements as prepared by the Pinellas County Department of Public Works and Utilities (Approved December 20, 1983) shall be adhered to.

45. **Brick Pavers**

The Owner has reserved the right to ownership to any paving brick unearthed on City property, regardless of who has unearthed the bricks.

Upon discovery of any brick the Contractor shall notify the Owner’s representative immediately, who shall then make a determination on a case-by-case basis on whether the bricks will be re-used on that or any other project based upon the brick condition. If the bricks are not to be re-used on the project, they will be disposed of according to City Policy or, at the direction of the Engineer, delivered to the City storage yard.

Under no circumstances shall the Contractor re-use, reject, or make any other arrangements to dispose of the bricks without the consent of the Engineer.

PART E

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION SERVICES

1. General Information

The construction work called for within this bid package involves work for the City of Tarpon Springs as Owner. Firms submitting bids on this project ("Bidders") are cautioned to carefully follow the instructions of this section so as to help ensure that their bids are responsive to the requirements as presented herein.

2. Completeness of Bid Package

The physical makeup and content of the Bid Documents are designed to be complete for the preparation and submittal of Bids. However, the Bidder shall verify to its own satisfaction that all material issued him including Addenda, is complete. Should the Bidder discover that a page, sheet, or other item is missing, he shall so notify the City and the missing item(s) will be posted on DemandStar (www.demandstar.com). After bids have been submitted, no claims of ignorance of the requirements of bidding or of construction, due to such missing material, including Addenda, will be recognized.

3. Bidder's Responsibility to the Project

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has or will comply with all provisions of the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for the performance of the Work, and that the Bidder has thoroughly reviewed the Plans and Specifications and has included all required labor and material in his bid.

4. Conflicts in the Documents

Should any particular requirement in the Plans and/or Specifications for the Project appear to a Bidder to be in disagreement with other requirements in the Bid Documents, or if a Bidder is unsure of the intent or meaning of any particular requirement of the Bid Documents, the Bidder shall immediately notify the City. If such notifications are received by the City seven (7) days prior to the Bid Opening, the City will, if deemed by the City to be warranted, issue a written clarification or an Addendum through DemandStar.com.

5. Agreement Completion Time

The City of Tarpon Springs will require that work under this Agreement be completed within the time limit stipulated in the Agreement, and Bidders must give consideration to this requirement when submitting Bids. If a Bidder is of the opinion that more time should be allowed for accomplishing the Work, a request for such extra time may be made in writing to the City's Procurement Services. For consideration, said request must be in possession of the City's Procurement Services not later than seven (7) days prior to the date of Bid opening. If the Procurement Services Director deems it to be in the best interest of the City to revise the time requirement, an Addendum will be issued through DemandStar/Onvia.

6. Bid Guarantee

A bid guarantee in the amount of Twenty-Thousand Dollars and zero Cents/$20,000.00, shall be submitted with each bid. The Bidder may submit a bid guarantee in a form satisfactory to the City, with a surety company qualified to do business in the State of Florida and conditioned upon faithful performance by the principals of the agreements contained in the bid. In lieu of a bid bond, the Bidder may submit an irrevocable letter of credit, certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company payable to the City of Tarpon Springs (personal or company checks will not be accepted).

The bid deposit shall be paid into the funds of the City of Tarpon Springs, Florida, as liquidated damages if the Bidder fails to execute the written Agreement and furnish the required Agreement security bond within ten (10) consecutive calendar days following written notice of the award of the Agreement.

The certified check, treasurer or cashier check of the Unsuccessful Bidders will be returned to the parties submitting same after the execution of an Agreement, or in the event that all the bids are rejected.

7. **Performance & Payment Bonds**

The Successful Bidder and/or equipment supplier shall furnish a Performance Bond and a Payment Bond executed by a surety company duly authorized to do business in the State of Florida, which shall be counter-signed by an agent for the company, resident in the State of Florida. The amount of the bonds shall be equal to one hundred percent (100%) of the estimated Agreement price, as security for the faithful performance of this Agreement and as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement. The surety shall have a rating classification of "A-" and a financial category of Class IV as evaluated in the current Best's Key Rating Guide, Property Liability. In lieu of a Performance and Payment Bond, the Bidder may submit an irrevocable letter of credit, certified check, treasurer's, or cashier's check issued by a responsible bank or trust company payable to the City of Tarpon Springs (personal or company checks will not be accepted).

8. **Delivery of Bids**

Each Bid shall be submitted electronically through demandstar.com, clearly identified with the bid number, bid description, and bid opening date and time. Bids received after the time and date specified will not be considered.

9. **Bid Forms**

Bids shall be made upon the forms supplied by Procurement Services, City of Tarpon Springs, Florida. Each Bidder must state in their Bid the price for which they will perform the Work as required by the Plans and Specifications.

10. **Signatures on Bids**

Each Bidder shall sign their Bid with a full name and address at all locations as indicated. In cases where a firm or corporation submits a Bid, the Bid shall be signed with the full name of one member of the firm, or by the name of the officer or officers authorized by its by-laws. Electronic Signature is acceptable.

11. **Bases of Bid Prices**

The Plans and these Specifications, together with any modifications of either or both, which are furnished to prospective Bidders during the advertising period, shall become the basis of the Agreement.

Unless otherwise provided in the Bid Documents, the Successful Bidder shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work including the costs incurred by the Bidder in complying with all the provisions and requirements of these Bid Documents.

Each unit price will be deemed to include an amount considered by the Bidder to be adequate to cover the Bidder's overhead and profit for each separately identified item.

12. **Bid Preparation**

Bids shall be legibly written in ink or typed. All applicable pages of the Bid shall be completed.

All prices for lump sum or unit price work shall be given in numerals. For unit price items, Bidders shall fill in the unit price bid for each item and shall also make an extension based on the estimated quantities. Bid prices shall be entered on the Bid for all items, unless directed otherwise on the Bid.

Failure to complete the bid price of the Bid will render the Bid non-responsive.

13. **Addenda**

If, in the judgment of the Procurement Services Director, an Addendum is required to modify, add to, or delete from the contents of the Plans and/or Specifications, a copy of such will be issued through DemandStar/Oniva. All Addenda shall become part of the Bid Documents. No other interpretations or clarifications issued prior to the Bid Opening shall have legal effect.

Acknowledgment of receipt of all Addenda shall be noted on the Contractor’s Bid Form.

The sole obligation of the Procurement Services Director with respect to distribution of Bidder shall bear the responsibility to satisfy themselves prior to submitting the Bid, and Addenda is to ensure that the Addenda is issued through DemandStar/Oniva. Each that the Bid is responsive to all Addenda issued. Failure to receive or acknowledge any Addenda shall not release the Bidder from all obligations contained in such Addendum.

14. **Bid for Alternates**

To be responsive, all Bids shall include Bids for all Alternates. Unless otherwise specified, any Bid which does not include the Base Bid plus each and every Alternate may be rejected as being non-responsive.

Alternate Bids provide for additional work (under Additive Alternates) or less work (under Deductive Alternates) than included in the Base Bid. Bidders shall complete and submit costs for every item of each Alternate unless otherwise specified. The City may select any

combination or reject any or all Alternate Bids as best serves the interest of the City.

15. **Period Bid Remains in Effect**

Bids for the Work covered by this Agreement may be held by the City for a period of ninety (90) days after Bid Submittal Deadline. The Bids shall continue in full effect and not be subject to withdrawal during that period until an Agreement has been executed with the Successful Bidder. If no Agreement has been executed within the ninety (90) day period, any Bid may be withdrawn or nullified by the Bidder. Bids may be deemed to be confirmed and extended in time for as long as permitted by the Bidder thereof.

16. **Familiarity with Site Conditions**

It shall be the responsibility of the Bidder to examine the site of the proposed work. Before submitting a Bid, Bidders shall inform themselves fully of the conditions relating to the cost of construction materials and labor under which the Work will be prosecuted and shall make whatever site investigations or site tests they deem necessary. Should this Bid be accepted, Bidder will be responsible for any and all errors in its Bid resulting from its failure to do so.

17. **Extent and Locations of Subsurface Conditions**

The Plans show the existing surface and other underground structures likely to affect the prosecution of the Work insofar as they have been determined, but the information shown is not guaranteed as being correct and/or complete. Bidders are expected to examine the Plans, and the location of the Work upon the ground, and consult various utility companies if deemed necessary, in order to judge for themselves the potential circumstances affecting the cost of the Work or the time required for its completion.

18. **Bid Opening**

Bids received prior to the Submittal Deadline will be securely kept unopened until the specified time, at which time all Bids will be publicly opened and read aloud. The City cannot be held responsible for the premature opening of any Bid not properly marked as required in the Invitation for Bids.

19. **Correction of Mathematical Errors**

Where there is conflict between the unit bid price and the extension thereof made by the Bidder, the Procurement Services Director is authorized to use his discretion in determining whether the unit prices or the extended amounts were intended and to make the corrections in the Bid as necessary and to use such corrections in comparing Bids. Any such determination of the Procurement Services Director is final.

20. **Acceptance or Rejection of the Bids**

The City of Tarpon Springs reserves the right to accept or reject any or all Bids. Any Bid which is incomplete, conditional, obscure, or contains irregularities of any kind, may, at the City's discretion be considered irregular and may be cause for rejection of the Bid. Acceptance of the Bid will not constitute acceptance or approval of equipment and/or materials, and their acceptance for use in the Project will be based upon Shop Drawings and other submittals. Failure to meet these requirements will render the Bid non-responsive.

21. **Qualification of Bidders**

A Bidder may be required, before the award of any Agreement, to show to the complete satisfaction of the City that they have the necessary facilities, equipment, ability, experience, financial resources and special qualifications to perform the Work in a satisfactory manner within the time specified. No Agreement will be awarded except to qualified responsible Bidders capable of performing the class of work contemplated. Bidders shall possess a City, County or State approved certification to perform the Work required by these documents. The Bidder and its Subcontractors may be requested to submit evidence of certification prior to bid award or during the period of the Agreement.

22. **Disqualification of Bidders**

Each Bidder, by submitting its Bid, states that neither it nor its agents, nor any other party for him, has paid or agreed to pay, directly or indirectly, to any person, firm, corporation, or employee of the City any money or valuable consideration for assistance in procuring or attempting to procure the Agreement herein referred to, and further agrees that no such money or reward will be hereafter paid.

A Bid will be rejected if: the Bidder's references do not confirm that the Bidder can perform the Work required; the Bidder does not have adequate resources; or the Bidder does not possess the required experience.

Any or all Bids will be rejected if there is any reason for believing that collusion exists among the Bidders, and participants in such collusion will not be considered in future Bids for the City.

23. **Right to Waive Informalities**

The City reserves the right to waive any and all informalities or irregularities, or to clarify Agreement terms with the lowest responsible Bidder, and to disregard all nonconforming, non-responsive, or conditional Bids, if such a waiver is in the best interest of the City.

24. **Factors Influencing Award**

If an Agreement is awarded, it will be awarded to the lowest responsible and responsive Bidder whose evaluation by the City indicates that the award will be in the best interests of the Project.

In the determination of the lowest responsive and responsible Bidder, the City reserves the right to take into account and give reasonable weight to: (a) the Bidder's past performance in the completion of other City or other governmental Agreements; (b) the probability of the Agreement being carried to successful completion, within the time specified, by the methods and with the equipment the Bidder proposes to use; (c) default under previous Agreements.

25. **Recommendation of Award**

Upon review and consideration of the above factors by the Procurement Services Director, the funding agency, and the Design Professional, a recommendation for Board of

Commissioners award will be made by the Procurement Services Director.

26. **Award of Agreement**

Agreements will be awarded to the lowest responsible, responsive, and qualified Bidder. The criteria to determine the lowest responsible, responsive, and qualified Bidder shall include:

a. Price,
b. Compliance with specifications,
c. Financial ability to perform the Agreement,
d. Integrity, trustworthiness, and honesty,
e. Skill, judgment, and experience,
f. Promptness - whether the Agreement can be performed within the required time, or without delay.
g. Performance of previous satisfactory work, including the fulfillment of warranties,
h. Availability of the necessary facilities and equipment to perform the work,
i. Special factors, such as compliance with laws and ordinances relating to the Agreement.

In awarding any Agreement, the Board of Commissioners may reject any bid determined by the Board of Commissioners not to be the City's best bid.

27. **Prior Approval of Subcontractors**

No part of the Agreement shall be sublet without the approval of the City. If the Successful Bidder should sublet any part of this Agreement, the Bidder shall be as fully responsible to the City for acts and omissions of its Subcontractor and of the persons either directly or indirectly employed by its Subcontractor, as Bidder is for the acts and omissions of persons directly employed by it.

28. **Subletting of Agreement**

It is a requirement of this Agreement that the **Successful Bidder must perform at least 30 percent (30%)** of the Work called for under this Agreement with the Bidder's own forces. It is also required that Subcontractors utilized under this Agreement must perform at least 20 percent (20%) of the Work subcontracted to them with their own forces. Prior to final payment for the Work, the Bidder will be required to furnish an affidavit substantiating the above.

The term "own work force" shall be construed to include only workmen employed and paid directly by the Bidder and equipment owned or rented by the Bidder with or without operators. Such term does not include employees or equipment of a Subcontractor, assignee, or agent of the Bidder. An assignment of Agreement work is considered synonymous with a subcontract to perform work.

All Subcontractors shall be responsible for performing in accordance with the Bid and shall be licensed or certified by the City or County to perform the Work assigned.

29. **Public Records Requirements**

All bids submitted to the City are subject to become public records and public disclosure pursuant to Chapter 119, Florida Statutes. Bids may not be returned to the bidder.

30. **Default of Contract**

In case of default by the bidder or contractor, the City may procure the services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.

31. **Attorney's Fee**

In the event either party employs an attorney to enforce any of the conditions of this agreement or to enforce any covenants hereunder or to enforce any of the rights, remedies, privileges, or options at law or in equity; the prevailing party shall be entitled to reimbursement from the non-prevailing party of all legal costs and expenses incurred or paid by the prevailing party in so doing, including without limitation, all attorney and paralegal fees and costs if the matter is settled by legal action at the trial court level and at any and all appellate court levels in all matters of collection, enforcement, construction, and interpretation, as well as appearances in and connected with any bankruptcy proceedings or creditors' reorganization or similar proceedings.

32. **Governing Law and Venue**

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Pinellas County, Florida. Venue shall lie exclusively in Pinellas County.

33. **Conflict of Interest**

Bidders, by acceptance of this order, certify that to the best of their knowledge or belief, no elected or appointed official or employee of the City of Tarpon Springs is financially interested directly or indirectly, in the purchase of services specified in this ITB.

34. **Order of Precedence**

In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) bid form and bid schedule, (b) bid specifications, (c) standard solicitation provisions/general contract clauses, whether incorporated by reference or otherwise, (d) special solicitation provisions/special contract clauses and (e) instructions to bidders.

35. **Public Entity Crimes**

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 an Agreement to provide any goods or services to a public entity, may not submit a bid on an Agreement 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 Bidder, supplier, subcontractor, or consultant under an Agreement 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 for a period of 36 months from the date of being placed on the convicted vendor list.

36. **Hold Harmless**

Parties recognize that the Contractor is an independent contractor. The Contractor agrees to indemnify, hold harmless, and defend City of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims whatsoever for personal injuries or property damage caused by the negligent or deliberate act or omission of the Contractors, its agents, officers, subcontractors, employees, sub-contractors, material-men and independent contractors. This includes claims made by the employees of the Contractor against the procuring Agency and Contractor hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statues. This shall not be construed as a waiver of any immunity City may have under the Doctrine of Sovereign Immunity or of 768.28, Florida Statues

37. **Drug-Free Workplace**

Preference shall be given to businesses with drug-free workplace programs in accordance with Section 287.087, Florida Statutes. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services; a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied bidders have a drug-free workplace program.

38. **Vendor Registration**

Prior to award of an agreement resulting from this solicitation, successful bidder shall be registered with the Florida Division of Corporations https://dos.fl.gov/sunbiz/ to do business in the state of Florida and as a vendor with the City of Tarpon Springs.

39. **Disputes and Complaints**

All complaints or grievances shall be in accordance with the City of Tarpon Springs Ordinance No. 2008-15.

40. **Electronic Bid Sheets**

All bid sheets are to be submitted in Excel format. Deviation from the bid sheets is strictly prohibited and will not be accepted. The bid sheets are locked, and you need only enter the unit cost. Please enter the unit cost per the Unit of Measure as listed on the bid sheet. Unit costs will automatically total.

41. **Public Records**

Contractor acknowledges that information and data it manages as part of the services being provided may be public records in accordance with Chapter 119, Florida Statutes and the City's public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and Owner policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the Owner, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, for locating and producing public records during the term of this Agreement. A

Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

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 CLERK
410 NORTH RING AVENUE
TARPON SPRINGS, FL 34689
727-942-5614
CITYCLERK1@CTSFL.US

42. **E-Verify**

The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the City. Pursuant to Florida Statutes § 448.095(2), beginning January 1st, 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) City shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

43. **Prohibition Against Considering Social, Political Or Ideological Interests In Government Contracting -- F.S. 287.05701:**

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

44. **Cooperative Use of Contract**

The City has entered into various cooperative purchasing agreements with other Florida government agencies, including the Tampa Bay Area Purchasing Cooperative. Under a Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Florida with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.
Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

SECTION 4-GENERAL CONDITIONS

4.1 BEGINNING AND END DATE OF INITIAL TERM. Three (3) years from the date of award.
If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

4.2 EXTENSION. The City reserves the right to extend the initial three (3) year term of this contract from the date of execution under the same terms and conditions from the date of expiration, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

4.3 RENEWAL. At the end of the initial term of this contract, the City may initiate one (1) two – year (2-year) renewal as provided, for a total Contract term not to exceed five (5) years. The decision to renew a contract rest solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

4.4. PRICES. All pricing shall be firm for the initial term of one (1) year; except where otherwise provided by the specifications, and include all transportation, insurance, and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.
During the sixty (60) day period prior to each annual anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices for an amount for no more than the twelve month change in the Consumer Price Index for All Urban Consumers (CPI-

U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/ppi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.
At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year and may be adjusted thereafter as outlined in the previous paragraph.

No fuel surcharges will be accepted.

BID FORMS

BID No. 240055-B-AS

Submittal Checklist

IMPORTANT
BID DOCUMENTS TO BE RETURNED

The following forms must be completed and submitted with your bid:

_____ **Bid Form**

_____ **Bid Sheets**

_____ **Bid Bond**

_____ **Reference Form**

_____ **Drug Free Workplace Form**

BID FORM

UTILITY REHABILITATION AND CONSTRUCTION SERVICES

BIDDER _____

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to provide all Services specified and in accordance with the other terms and conditions of the Contract Documents.

This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening.

1. In submitting this Bid, Bidder represents that:

   a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

Date	Number	Date	Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

   b. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

   c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

   d. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.

e. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.

f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

g. Bidder will complete the Work in accordance with the Contract Documents for the unit prices shown on the Electronic Bid Sheets. Electronic Bid Sheets to be submitted with bid in Excel format on a flash drive as well as a printed hard copy.

TOTAL OF A QUANTITY OF ONE (1) FOR EACH BID ITEM FROM ELECTRONIC BID SHEETS (HARD COPY OF ELECTRONIC BID SHEETS TO BE INCLUDED WITH BID:

_____ **/ $** _____
(Words) **(Numbers)**

h. Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with Florida Trench Safety Act (90-96, laws of Florida) effective October 1, 1990.

Bidder: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No: _____

Email: _____

_____ _____
Printed Name and Title Authorized Signature

Bid Bond

STATE OF FLORIDA
COUNTY OF PINELLAS

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Name and Address of Company)

(hereinafter called "Principal") and _____(hereinafter called "Surety") are held and firmly bound unto the City of Tarpon Springs, Florida (hereinafter called "City") in the sum of:

_____ Dollars ($_____)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents:

WHEREAS, the "Principal": contemplates submitting or has submitted a Bid to the City of Tarpon Springs, Florida, for

UTILITY REHABILITATION AND CONSTRUCTION SERVICES
Bid No. 240055-B-AS

WHEREAS, it was a condition precedent to the submission of said Bid that a certified check, cashier's check or Bid Bond in the amount of $20,000 be submitted with said Bid as a guarantee that the Bidder would, if awarded the contract, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Public Construction Bond in an amount equal to one hundred percent (100%) of the bid for the performance of said contract, within ten (10) consecutive calendar days after written Notice of Award of the contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the bid and the "Principal" herein be accepted and said "Principal" within ten (10) consecutive calendar days after written Notice of Award, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Public Construction Bond in an amount equal to one hundred percent (100%) of the Bid, satisfactory to the City of Tarpon Springs, Florida, then this obligation shall be void; otherwise,

the sum herein stated shall be due and payable to the City of Tarpon Springs, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of said City of Tarpon Springs, Florida, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said "Principal."

BID FORM PRICING

BID NO. 240055-B-AS
UTILITY REHABILITATION AND CONSTRUCTION SERVICES

ATTACHMENT A- PRICING TAB ATTACHED AS AN EXCEL SPREADSHEET

Bidder acknowledges that all applicable licenses (City, County, State, and Federal) have been obtained and shall provide proof immediately upon request.

Bidder: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____ Email: _____

_____
Printed Name and Title

_____
Authorized Signature

_____
Date

List at least 5 References

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES WHICH ARE SIMILAR IN SCOPE TO THIS PROJECT:

1.Project/Contract Name:	
Dollar Value:	
Contact Name:	
Email/Phone Number:	
Agency/Company Name:	
Address:	
Date completed/or if in Progress:	

2. Project/Contract Name:	
Dollar Value:	
Contact Name:	
Email/Phone Number:	
Agency/Company Name:	
Address:	
Date completed/or if in Progress:	
3. Project/Contract Name:	
Dollar Value:	
Contact Name:	
Email/Phone Number:	
Agency/Company Name:	
Address:	
Date completed/or if in Progress:	
4. Project/Contract Name:	
Dollar Value:	
Contact Name:	
Email/Phone Number:	
Agency/Company Name:	
Address:	
Date completed/or if in Progress:	
5. Project/Contract Name:	
Dollar Value:	
Contact Name:	
Email/Phone Number:	
Agency/Company Name:	
Address:	
Date completed/or if in Progress:	

QUESTIONNAIRE

This questionnaire must be completely filled out and returned as part of your bid/proposal. Failure to do so may result in disqualification of your bid/proposal. Evaluation of this questionnaire is a prime factor in the award of this Agreement.

1. Please state the full, legal name (including any d/b/a) of your firm and provide contact information.

Company Name: _____

Contact Name: _____

_____

Address:

Address:

City: State: Zip:

Telephone: Fax:

E-Mail Address: Website:

2. How long has your firm been in business? _____

3. How long has your firm provided these services? _____

4. Annual gross revenues of your firm? (Check the appropriate box)
☐ under $100,000 ☐ $100,000 – $499,000 ☐ $500,000 – $999,000
☐ $1,000,000 - $2,000,000 ☐ over $2,000,000

5. How many full and part-time employees do you currently employee?
Full-time: Part-time: _____

6. Provide information on your employee staffing by category and the number of employees in each category.

Category	# of employees

7. Who will be supervising the services to be performed under this Agreement and what are their qualifications, years of experience, number of years employed with your firm, etc.?

8. What tools, vehicles and equipment currently owned by your firm will be utilized to provide the requirements of this Agreement?

9. List additional equipment your firm will require to provide services to the City and when and how you plan to acquire the equipment.

10. Have you had a contract terminated by a customer in the past 3 years? _____ If yes, please explain.

11. Provide a copy of your firm's Occupational License No. with the Expiration Date (if applicable).

12. Provide a copy of your firm's Federal Employer Tax ID certificate.

13. Provide a copy of all your current insurance coverages for General Liability, Automobile and Worker's Compensation.

14. Provide evidence of a certification through Pinellas County Licensing Board (if applicable).

15. Provide documentation that your firm is registered with the Florida Division of Corporations to do business within the state of Florida.

DRUG FREE WORKPLACE FORM

PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS UNDER SECTION 287.087, FLORIDA STATUTES.

1. This statement is submitted with the attached Bid/Proposal.

2. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that is has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

    a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
    b. 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.
    c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
    d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, 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.
    e. 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.
    f. 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.

VENDOR'S PRINTED NAME:_____

AUTHORIZED SIGNATURE:_____

MINIMUM INSURANCE REQUIREMENTS

Contractor shall carry the following minimum types and amounts of insurance at its own expense, for the contract period:

A. Prior to the time Contractor is entitled to commence any part of the project, work, or services under this contract, Contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to Procurement Services for the City of Tarpon Springs of a Certificate of Insurance executed on a standard ACORD form, listing all coverage and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract, or any Contract extension.

1) Worker's Compensation limits as required by law; Employers' Liability Insurance of not less than $1,000,000 for each accident.

2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than $1,000,000, each occurrence; and property damage of not less than $100,000, each occurrence. (Combined Single Limits of not less than $1,000,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than $50,000 per occurrence, unless otherwise stated by exception herein.

3) Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with minimum limits of $1,000,000 each occurrence, and property damage of not less than $100,000 each occurrence. (Combined Single Limits of not less than $500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis, such insurance to include coverage for loading and unloading hazards.

4) $500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.

B. Each Insurance Policy shall include the following conditions by endorsement to the policy:

1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, %Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. Contractor shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

2) Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
3) The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.
4) City of Tarpon Springs shall be endorsed to the required policy or policies as an additional insured or additional named Insured.
5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

City of Tarpon Springs

Utility Rehabilitation and Construction Services

Bid No.: 240055-B-AS

PROPOSAL PREPARED FOR:

City of Tarpon Springs
Procurement Services
324 East Pine Street
Tarpon Springs, FL 34689

April 02, 2024 at 3:00 PM

PREPARED BY:
R&M Service Solutions, LLC.
11820 Uradco Place, Suite 103
San Antonio, FL 33576
Michael George, General Manager
352-398-9127 Cell
mgeorge@rmservicesolutions.com

U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/ppi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.
At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year and may be adjusted thereafter as outlined in the previous paragraph.

No fuel surcharges will be accepted.

BID FORMS

BID No. 240055-B-AS

Submittal Checklist

IMPORTANT
BID DOCUMENTS TO BE RETURNED

The following forms must be completed and submitted with your bid:

✓	**Bid Form**
✓	**Bid Sheets**
✓	**Bid Bond**
✓	**Reference Form**
✓	**Drug Free Workplace Form**

BID FORM

UTILITY REHABILITATION AND CONSTRUCTION SERVICES

BIDDER R&M Service Solutions, LLC.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to provide all Services specified and in accordance with the other terms and conditions of the Contract Documents.

This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening.

1. In submitting this Bid, Bidder represents that:

   a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

Date	Number	Date	Number
03/12/2024	1	04/02/2024	5
03/15/2024	2		
03/18/2024	3		
03/22/2024	4		

   b. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

   c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

   d. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.

e. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.

f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

g. Bidder will complete the Work in accordance with the Contract Documents for the unit prices shown on the Electronic Bid Sheets. Electronic Bid Sheets to be submitted with bid in Excel format on a flash drive as well as a printed hard copy.

TOTAL OF A QUANTITY OF ONE (1) FOR EACH BID ITEM FROM ELECTRONIC BID SHEETS (HARD COPY OF ELECTRONIC BID SHEETS TO BE INCLUDED WITH BID:

Two Million Sixty-Nine Thousand Seven Hundred Forty-Seven Dollars and 75 Cents / $ 2,069,747.75

(Words) **(Numbers)**

h. Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with Florida Trench Safety Act (90-96, laws of Florida) effective October 1, 1990.

Bidder: R&M Service Solutions, LLC. Date: 04/02/2024

Address: 11820 Uradco Place, Suite 103

City: San Antonio State: FL Zip: 33576

Phone No.: 877-847-6747 Fax No: N/A

Email: mgeorge@rmservicesolutions.com

Michael George, General Manager
Printed Name and Title

Authorized Signature

Utility Rehabilitation and Construction Services		240055-B-AS
Bid Sheets		
M&P = Measurement and Payment		Specs = Specifications
UOM = Unit of Measurement		LF = Linear Feet
EA = Each		SY = Square Yard
N/A = Not Applicable		SF = Square Foot
VF = Vertical Feet		CY = Cubic Yard
TN = Ton		ED = Each Day
LB = Pound		HR = Hour
FDOT = Florida Department of Transportation Specifications		Revisions in red

Item #	M&P Item #	Description	UOM	Price
1		**Restoration, includes maintaining for 30 days after completion**		
2	1.01	Seed and mulch	SY	$ 8.00
3	1.01	Sodding - Bahia	SY	$ 10.00
4	1.01	Sodding - St. Augustine	SY	$ 10.00
5	1.01	Brick Street Restoration	SF	$ 110.00
6		**Control and abatement of erosion and water pollution**		
7	1.02	Sand bagging	CY	$ 400.00
8	1.02	Baled hay and staked	EA	$ 19.00
9	1.02	Staked silt fence	LF	$ 7.00
10	1.02	Filter Sock or Log	EA	$ 150.00
11		**Earthwork and related operations**		
12	1.03	Excavation of unsuitable material - haul offsite and dispose (truck measure)	CY	$ 125.00
13	1.03	Borrow (truck measure)	CY	$ 100.00
14	1.03	Clear right-of-way and haul off and dispose offsite (truck measure)	CY	$ 189.00
15		**Asphaltic concrete surface and friction courses**		
16	1.04	1-1/2" asphalt, Superpave Asphalt Base, Type B-12.5	SY	$ 145.00
17	1.04	1" asphalt overlay, Superpave Asphalt Base, Type B-12.5	SY	$ 145.00
18	1.04	Full depth asphalt, Superpave Asphalt Base, Type B-12.5	TN	$ 450.00
19	1.05	Milling (not to exceed a thickness of 1")	SY	$ 60.00
20	1.06	Crushed concrete base, 12" thick	SY	$ 185.00
21	1.06	Crushed concrete base, 6" thick	SY	$ 125.00
22	1.06	Asphalt Pavement Base & Base Restoration 4" Asphaltic Base	SY	$ 225.00
23	1.06	Asphalt Surface Pavement 1" PC-3 ACSC	SY	$ 450.00
24	1.06	Shell Driveway Base, 6" thick	CY	$ 175.00
25	1.06	Pea Gravel Driveway	SY	$ 175.00
26	1.07	Roadway density test	EA	$ 300.00
27	1.08	Proctor	EA	$ 125.00
28	1.09	Class I concrete	CY	$ 400.00
29	1.09	Concrete, miscellaneous, reinforced (3000psi)	CY	$ 945.00
30	1.09	Furnish and Install Structural Concrete (4000 psi)	CY	$ 1,500.00

31	1.10	Riprap (sand-cement)	CY	$	150.00
32	1.11	Flowable fill	CY	$	300.00
33	1.12	Remove and dispose of existing asphalt and concrete (truck measure)	CY	$	200.00
34		**Concrete sidewalk, driveways and curb elements**			
35	1.09	Concrete sidewalk or driveway 4" thick	SY	$	100.00
36	1.09	Concrete sidewalk or driveway 6" thick	SY	$	125.00
37	1.09	Type F curb & gutter	LF	$	85.00
38	1.09	2' valley gutter (Miami)	LF	$	85.00
39	1.09	Special Refill Materials - Crushed Stone	LF	$	200.00
40	1.09	Remove and Replace Concrete for Wall Penetrations 4" Diameter Hole	CY	$	4,500.00
41	1.09	Remove and Replace Concrete for Wall Penetrations 6" Diameter Hole	CY	$	6,000.00
42	1.09	Remove and Replace Concrete for Wall Penetrations 8" Diameter Hole	CY	$	7,000.00
43	1.09	Remove and Replace Concrete for Wall Penetrations 10" Diameter Hole	CY	$	8,000.00
44	1.09	Remove and Replace Concrete for Wall Penetrations Greater than 10 " Hole	CY	$	9,000.00
45		**Traffic control devices**			
46	1.13	Barricade type I or II, with warning light	ED	$	2.50
47	1.13	Barricade type III, with warning light	ED	$	3.50
48	1.13	Temporary Pavement for Maintenance of Vehicular Traffic (Install & Remove)	CY	$	800.00
49	1.13	Temporary Pavement for Maintenance of Pedestrian Traffic (Install & Remove)	CY	$	1,525.00
50	1.13	Temporary Curb (Includes Paint & Delineators)	LF	$	100.00
51	1.13	Temporary Vehicle Impact Attenuators	ED	$	450.00
52	1.13	Temporary Concrete Barrier Wall (including mounted lights - Type C Steady Burn)	LF	$	75.00
53	1.13	Signs, construction	ED	$	100.00
54	1.13	Arrow boards - 5' minimum horizontal size	ED	$	125.00
55	1.13	Traffic cones	ED	$	6.00
56	1.13	Flagger person	HR	$	100.00
57	1.13	Off Duty Law Enforcement Officer	HR	$	125.00
58	1.13	Temporary Striping - solid or 6" - 10" skip single yellow or white stripe	LF	$	4.00
59	1.13	Thermoplastic striping -- solid or 6" - 10" skip single yellow or white stripe	LF	$	18.25
60	1.13	Raised pavement marker	EA	$	25.00
61	1.14	MOT Multi-Lane (FDOT Index 102 613)	ED	$	1,500.00
62	1.14	MOT Multi-Lane (FDOT Index 102 614)	ED	$	1,500.00
63	1.14	MOT Multi-Lane (FDOT Index 102 615)	ED	$	1,500.00
64	1.14	MOT Multi-Lane (FDOT Index 102 616)	ED	$	1,500.00
65	1.14	MOT Multi-Lane (FDOT Index 102 617)	ED	$	1,500.00
66		**Cross drains and side drains - replacement**			
67	1.15	18" concrete pipe round	LF	$	195.00
68	1.15	18" concrete pipe eliptical	LF	$	250.00
69	1.15	18" corrugated metal pipe round	LF	$	145.00
70	1.15	24" concrete pipe round	LF	$	250.00
71	1.15	24" concrete pipe eliptical	LF	$	350.00
72	1.15	24" corrugated metal pipe round	LF	$	301.00
73	1.15	30" concrete pipe round	LF	$	320.00
74	1.15	30" concrete pipe eliptical	LF	$	350.00

75	1.15	30" corrugated metal pipe round	LF	$	200.00
76	1.15	36" concrete pipe round	LF	$	350.00
77	1.15	36" concrete pipe eliptical	LF	$	425.00
78	1.15	36" corrugated metal pipe round	LF	$	250.00
79		**PVC C900 SDR 25, for force mains, 0' - 6' depth**			
80	1.16	3" SDR 25, PVC	LF	$	54.00
81	1.16	4" SDR 25, PVC	LF	$	65.00
82	1.16	6" SDR 25, PVC	LF	$	80.00
83	1.16	8" SDR 25, PVC	LF	$	90.00
84	1.16	10" SDR 25, PVC	LF	$	115.00
85	1.16	12" SDR 25, PVC	LF	$	125.00
86		**PVC C905 SDR 25, for force mains, 0' - 6' depth**			
87	1.16	16" SDR 25, PVC	LF	$	145.00
88	1.16	18" SDR 25, PVC	LF	$	160.00
89	1.16	20" SDR 25, PVC	LF	$	175.00
90	1.16	24" SDR 25, PVC	LF	$	300.00
91	1.16	30" SDR 25, PVC	LF	$	475.00
92	1.16	36" SDR 25, PVC	LF	$	545.00
93		**PVC, C900 DR 18, for water & reclaimed water mains, 0' - 6' depth**			
94	1.16	3" C900 DR 18 PVC-BLUE	LF	$	54.00
95	1.16	3" C900 DR 18 PVC-PURPLE	LF	$	54.00
96	1.16	4" C900 DR 18 PVC-BLUE	LF	$	65.00
97	1.16	4" C900 DR 18 PVC-PURPLE	LF	$	65.00
98	1.16	6" C900 DR 18 PVC-BLUE	LF	$	80.00
99	1.16	6" C900 DR 18 PVC-PURPLE	LF	$	80.00
100	1.16	8" C900 DR 18 PVC-BLUE	LF	$	90.00
101	1.16	8" C900 DR 18 PVC-PURPLE	LF	$	90.00
102	1.16	10" C900 DR 18 PVC-BLUE	LF	$	115.00
103	1.16	10" C900 DR 18 PVC-PURPLE	LF	$	115.00
104	1.16	12" C900 DR 18 PVC-BLUE	LF	$	125.00
105	1.16	12" C900 DR 18 PVC-PURPLE	LF	$	125.00
106		**PVC, C905 DR 25, for water & reclaimed water mains, 0' - 6' depth**			
107	1.16	16" C905 DR 25 PVC-BLUE	LF	$	165.00
108	1.16	16" C905 DR 25 PVC-PURPLE	LF	$	165.00
109	1.16	18" C905 DR 25 PVC-BLUE	LF	$	170.00
110	1.16	18" C905 DR 25 PVC-PURPLE	LF	$	170.00
111	1.16	20" C905 DR 25 PVC-BLUE	LF	$	205.00
112	1.16	20" C905 DR 25 PVC-PURPLE	LF	$	205.00
113	1.16	24" C905 DR 25 PVC-BLUE	LF	$	251.00
114	1.16	24" C905 DR 25 PVC-PURPLE	LF	$	251.00
115	1.16	30" C905 DR 25 PVC-BLUE	LF	$	340.00
116	1.16	30" C905 DR 25 PVC-PURPLE	LF	$	340.00
117	1.16	36" C905 DR 25 PVC-BLUE	LF	$	400.00
118	1.16	36" C905 DR 25 PVC-PURPLE	LF	$	400.00

119		**PVC, Schedule 80 - Grey, in accordance with ASTM D 1785**			
120	1.16	PVC, Schedule 80, Grey 2"	LF	$	25.00
121	1.16	PVC, Schedule 80, Grey 3"	LF	$	31.00
122	1.16	PVC, Schedule 80, Grey 4"	LF	$	34.00
123	1.16	PVC, Schedule 80, Grey 5"	LF	$	100.00
124	1.16	PVC, Schedule 80, Grey 6"	LF	$	70.00
125	1.16	PVC, Schedule 80, Grey 8"	LF	$	80.00
126	1.16	PVC, Schedule 80, Grey 10"	LF	$	150.00
127	1.16	PVC, Schedule 80, Grey 12"	LF	$	200.00
128		**HDPE, C901 per AWWA Specifications**			
129	1.17	HDPE, DIPS DR9 2"	LF	$	35.00
130	1.17	HDPE, DIPS DR11 3"	LF	$	35.00
131	1.17	HDPE, DIPS DR11 4"	LF	$	40.00
132	1.17	HDPE, DIPS DR11 5"	LF	$	400.00
133	1.17	HDPE, DIPS DR11 6"	LF	$	70.00
134	1.17	HDPE, DIPS DR11 8"	LF	$	80.00
135	1.17	HDPE, DIPS DR11 10"	LF	$	125.00
136	1.17	HDPE, DIPS DR11 12"	LF	$	136.00
137		**Ductile iron pipe, 0' - 6' depth**	LF	$	-
138	1.18	3" DIP, pressure class 350	LF	$	260.00
139	1.18	4" DIP, pressure class 350	LF	$	155.00
140	1.18	6" DIP, pressure class 350	LF	$	143.00
141	1.18	8" DIP, pressure class 350	LF	$	160.00
142	1.18	10" DIP, pressure class 350	LF	$	180.00
143	1.18	12" DIP, pressure class 350	LF	$	202.00
144	1.18	16" DIP, pressure class 350	LF	$	250.00
145	1.18	20" DIP, pressure class 350	LF	$	250.00
146	1.18	24" DIP, pressure class 350	LF	$	279.00
147		**C110 full body mechanical joint or flanged fittings without accessories**			
148	1.19	Miscellaneous MJ fittings for all C110 MJ fittings	LB	$	125.00
149		**C153 mechanical joint fittings or flanged without accessories**			
150	1.19	Miscellaneous MJ fittings for all C153 MJ fittings	LB	$	150.00
151		**Gate valve and box, resilient seated**			
152	1.20	2" gate valve and box	EA	$	1,000.00
153	1.20	3" gate valve and box	EA	$	1,750.00
154	1.20	4" gate valve and box	EA	$	1,600.00
155	1.20	6" gate valve and box	EA	$	1,950.00
156	1.20	8" gate valve and box	EA	$	3,000.00
157	1.20	10" gate valve and box	EA	$	4,500.00
158	1.20	12" gate valve and box	EA	$	5,600.00
159	1.20	16" gate valve and box	EA	$	10,000.00
160	1.20	18" gate valve and box	EA	$	23,500.00
161	1.20	20" gate valve and box	EA	$	26,250.00
162	1.20	24" gate valve and box	EA	$	34,175.00

163		**Butterfly valve and box**			
164	1.20	12" butterfly valve and box	EA	$	3,965.00
165	1.20	16" butterfly valve and box	EA	$	7,200.00
166	1.20	18" butterfly valve and box	EA	$	8,700.00
167	1.20	20" butterfly valve and box	EA	$	10,000.00
168	1.20	24" butterfly valve and box	EA	$	13,950.00
169	1.20	30" butterfly valve and box	EA	$	28,018.00
170	1.20	36" butterfly valve and box	EA	$	35,000.00
171	1.20	42" butterfly valve and box	EA	$	53,000.00
172		**Plug valve and box**			
173	1.20	2" plug valve and box	EA	$	950.00
174	1.20	3" plug valve and box	EA	$	1,150.00
175	1.20	4" plug valve and box	EA	$	1,390.00
176	1.20	6" plug valve and box	EA	$	2,100.00
177	1.20	8" plug valve and box	EA	$	3,800.00
178	1.20	10" plug valve and box	EA	$	5,100.00
179	1.20	12" plug valve and box	EA	$	6,400.00
180	1.20	16" plug valve and box	EA	$	13,200.00
181	1.20	18" plug valve and box	EA	$	17,750.00
182	1.20	20" plug valve and box	EA	$	24,650.00
183	1.20	24" plug valve and box	EA	$	53,000.00
184	1.20	30" plug valve and box	EA	$	81,000.00
185	1.20	36" plug valve and box	EA	$	11,276.00
186		**OS&Y valve**			
187	1.20	4"	EA	$	1,800.00
188	1.20	6"	EA	$	2,400.00
189	1.20	8"	EA	$	3,600.00
190	1.20	10"	EA	$	5,600.00
191	1.20	12"	EA	$	7,100.00
192	1.20	16"	EA	$	4,800.00
193	1.20	18"	EA	$	44,700.00
194	1.20	20"	EA	$	54,600.00
195	1.20	24"	EA	$	68,000.00
196		**Directional boring**			
197	1.21	2" DR9 HDPE DIPS, roadway undercrossing	LF	$	45.00
198	1.21	3" DR9 HDPE DIPS, roadway undercrossing	LF	$	45.00
199	1.21	4" DR11 HDPE DIPS, roadway undercrossing	LF	$	45.00
200	1.21	6" DR11 HDPE DIPS, roadway undercrossing	LF	$	50.00
201	1.21	8" DR11 HDPE DIPS, roadway undercrossing	LF	$	60.00
202	1.21	10" DR11 HDPE DIPS, roadway undercrossing	LF	$	70.00
203	1.21	12" DR11 HDPE DIPS, roadway undercrossing	LF	$	75.00
204		**Water main blowoff assembly**			
205	1.22	Permanent 2" blowoff assembly and box	EA	$	2,985.00
206	1.22	2" Autoflush blowoff assembly	EA	$	16,000.00

207	1.22	4" Autoflush blowoff assembly	EA	$	18,000.00
208		**Fire hydrant and valve assembly**			
209	1.23	Fire hydrant and valve assembly	EA	$	6,575.00
210		**Thrust block**			
211	1.24	Cast-in-place thrust block	CY	$	500.00
212	1.24	Pre-cast thrust block	EA	$	300.00
213		**Restrained joint devices, bell restraint, for ductile iron pipe or PVC**			
214	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 3"	EA	$	100.00
215	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 4"	EA	$	105.00
216	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 6"	EA	$	145.00
217	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 8"	EA	$	200.00
218	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 10"	EA	$	350.00
219	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 12"	EA	$	375.00
220	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 16"	EA	$	1,500.00
221	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 18"	EA	$	1,800.00
222	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 20"	EA	$	2,300.00
223	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 24"	EA	$	2,900.00
224	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 30"	EA	$	4,300.00
225	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 36"	EA	$	4,300.00
226	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 42"	EA	$	5,100.00
227		**Restrained joint devices, fitting restraint, for ductile iron pipe or PVC**			
228	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 3"	EA	$	110.00
229	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 4"	EA	$	100.00
230	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 6"	EA	$	125.00
231	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 8"	EA	$	135.00
232	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 10"	EA	$	250.00
233	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 12"	EA	$	275.00
234	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 16"	EA	$	500.00
235	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 20"	EA	$	800.00
236	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 24"	EA	$	1,000.00
237	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 30"	EA	$	2,300.00
238	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 36"	EA	$	2,900.00
239	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 42"	EA	$	4,700.00
240		**Tapping sleeve and valve and line stops**			
241	1.26	Tapping sleeve and valve 6" x 4"	EA	$	3,300.00
242	1.26	Tapping sleeve and valve 8" x 4"	EA	$	3,300.00
243	1.26	Tapping sleeve and valve 8" x 6"	EA	$	3,900.00
244	1.26	Tapping sleeve and valve 12" x 8"	EA	$	4,925.00
245	1.26	Tapping sleeve and valve 14" x 8"	EA	$	5,500.00
246	1.26	Tapping sleeve and valve 16" x 8"	EA	$	9,000.00
247	1.26	Tapping sleeve and valve 16" x 12"	EA	$	9,000.00
248	1.26	Tapping sleeve and valve 20" x 8"	EA	$	6,400.00
249	1.26	Tapping sleeve and valve 20" x 12"	EA	$	9,500.00
250	1.26	Tapping sleeve and valve 24" x 8"	EA	$	5,650.00

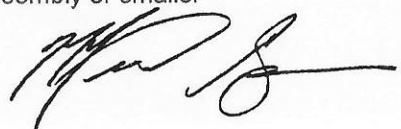
251	1.26	Tapping sleeve and valve 24" x 12"	EA	$	9,500.00
252	1.26	Tapping sleeve and valve 24" x 16"	EA	$	15,000.00
253	1.26	Tapping sleeve and valve 24" x 20"	EA	$	30,000.00
254	1.26	3" line stop, temporary, up to 2 days use	EA	$	6,250.00
255	1.26	4" line stop, temporary, up to 2 days use	EA	$	6,133.50
256	1.26	6" line stop, temporary, up to 2 days use	EA	$	7,250.00
257	1.26	8" line stop, temporary, up to 2 days use	EA	$	9,000.00
258	1.26	10" line stop, temporary, up to 2 days use	EA	$	11,500.00
259	1.26	12" line stop, temporary, up to 2 days use	EA	$	12,150.00
260	1.26	16" line stop, temporary, up to 2 days use	EA	$	15,450.00
261	1.26	18" line stop, temporary, up to 2 days use	EA	$	17,700.00
262	1.26	20" line stop, temporary, up to 2 days use	EA	$	17,700.00
263	1.26	24" line stop, temporary, up to 2 days use	EA	$	23,500.00
264	1.26	30" line stop, temporary, up to 2 days use	EA	$	39,500.00
265	1.26	36" line stop, temporary, up to 2 days use	EA	$	41,000.00
266	1.26	42" line stop, temporary, up to 2 days use	EA	$	47,500.00
267		**Initial repair excavation, for the first 25 feet of excavation at the following pipe depths (includes mobilization)**			
268	1.27	3" line stop, permanent	EA	$	-
269	1.27	4" line stop, permanent	EA	$	-
270	1.27	6" line stop, permanent	EA	$	-
271	1.27	8" line stop, permanent	EA	$	-
272	1.27	10" line stop, permanent	EA	$	-
273	1.27	12" line stop, permanent	EA	$	-
274	1.27	16" line stop, permanent	EA	$	-
275	1.27	18" line stop, permanent	EA	$	-
276	1.27	20" line stop, permanent	EA	$	-
277	1.27	24" line stop, permanent	EA	$	-
278	1.27	30" linestop, permanent	EA	$	-
279	1.27	36" line stop, permanent	EA	$	-
280	1.27	42" line stop, permanent	EA	$	-
281	1.27	0'- up to 6' depth	EA	$	6,250.00
282	1.27	over 6' - up to 8' depth	EA	$	2,500.00
283	1.27	over 8' - up to 10' depth	EA	$	2,500.00
284	1.27	over 10' - up to 12' depth	EA	$	3,000.00
285	1.27	over 12' - up to 14' depth	EA	$	4,000.00
286	1.27	over 14' - up to 16' depth	EA	$	25,000.00
287	1.27	over 16' - up to 18' depth	EA	$	30,000.00
288	1.27	over 18' - up to 20' depth	EA	$	35,000.00
289		**Additonal repair excavation, per foot in excess of 25 feet at the following pipe depths to be paid for under separate pay items**			
290	1.28	0'- up to 6' depth	LF	$	88.00
291	1.28	over 6' - up to 8' depth	LF	$	105.00
292	1.28	over 8' - up to 10' depth	LF	$	115.00

293	1.28	over 10' - up to 12' depth	LF	$	125.00
294	1.28	over 12' - up to 14' depth	LF	$	165.00
295	1.28	over 14' - up to 16' depth	LF	$	195.00
296	1.28	over 16' - up to 18' depth	LF	$	255.00
297	1.28	over 18' - up to 20' depth	LF	$	400.00
298		**Sheeting**			
299	1.29	Sheeting - left in place	SF	$	125.00
300	1.30	Sheeting - Removed	SF	$	42.50
301		**Dewatering**			
302	1.31	**Fuel included for well point pumps**			
303	1.31	Well point pump - Initial, 0' - 6' depth (up to 12 well points)	EA	$	7,500.00
304	1.31	Well point pump - Initial, 6' - 8' depth (up to 12 well points)	EA	$	4,800.00
305	1.31	Well point pump - Initial, 8' - 10' depth (up to 12 well points)	EA	$	4,900.00
306	1.31	Well point pump - Initial, 10' - 12' depth (up to 12 well points)	EA	$	5,500.00
307	1.31	Well point pump - Initial, 12' - 14' depth (up to 12 well points)	EA	$	5,800.00
308	1.31	Well point pump - Initial, 14' - 16' depth (up to 12 well points)	EA	$	6,100.00
309	1.31	Well point pump - Initial, 16' - 18' depth (up to 12 well points)	EA	$	6,500.00
310	1.31	Well point pump - Initial, 18' - 20' depth (up to 12 well points)	EA	$	6,900.00
311	1.31	Well point pump - Additional, 0' - 6' depth (per well point)	EA	$	260.00
312	1.31	Well point pump - Additioanl 6' - 8' depth (per well point)	EA	$	285.00
313	1.31	Well point pump - Additional 8' - 10' depth (per well point)	EA	$	300.00
314	1.31	Well point pump - Additional 10' - 12' depth (per well point)	EA	$	335.00
315	1.31	Well point pump - Additional 12' - 14' depth (per well point)	EA	$	365.00
316	1.31	Well point pump - Additional 14' - 16' depth (per well point)	EA	$	390.00
317	1.31	Well point pump - Additional 16' - 18' depth (per well point)	EA	$	415.00
318	1.31	Well point pump - Additional 18' - 20' depth (per well point)	EA	$	475.00
319		**Bypass pumping of sewers, equipment set up and operation (backup pumps are paid for separately as additional pumps) Fuel included for bypass pumps**			
320	1.32	Bypass pump 3" discharge	EA	$	10,000.00
321	1.32	Bypass pump 4" discharge	EA	$	10,000.00
322	1.32	Bypass pump 6" discharge	EA	$	11,000.00
323	1.32	Bypass pump 8" discharge	EA	$	15,000.00
324	1.32	Bypass pump 10" discharge	EA	$	17,000.00
325	1.32	Operation of bypass pumping	ED	$	18,000.00
326		**Gravity sewer pipe C900 DR18 (Green) service pipe**			
327	1.33	Slip Line: LIP 8"	LF	$	300.00
328	1.33	Slip Line: LIP 10"	LF	$	350.00
329	1.33	Slip Line: LIP 12"	LF	$	412.00
330	1.33	Slip Line: LIP 16"	LF	$	400.00
331	1.33	3" C900 DR18 (Green) service pipe	LF	$	54.00
332	1.33	4" C900 DR18 (Green) service pipe	LF	$	50.00
333	1.33	6" C900 DR18 (Green) service pipe	LF	$	60.00
334	1.33	8" C900 DR18 (Green) service pipe	LF	$	75.00
335	1.33	10" C900 DR18 (Green) service pipe	LF	$	85.00

336	1.33	12" C900 DR18 (Green) service pipe	LF	$	102.00
337	1.33	15" C900 DR18 (Green) service pipe	LF	$	180.00
338	1.33	18" C900 DR18 (Green) service pipe	LF	$	208.00
339	1.33	20" C900 DR18 (Green) service pipe	LF	$	225.00
340	1.33	24" C900 DR18 (Green) service pipe	LF	$	450.00
341	1.33	30" C900 DR18 (Green) service pipe	LF	$	525.00
342		**Gravity sewer pipe - Ductile Iron**			
343	1.34	3" Ductile Iron Pipe	LF	$	325.00
344	1.34	4" Ductile Iron Pipe	LF	$	185.00
345	1.34	6" Ductile Iron Pipe	LF	$	175.00
346	1.34	8" Ductile Iron Pipe	LF	$	200.00
347	1.34	10" Ductile Iron Pipe	LF	$	290.00
348	1.34	12" Ductile Iron Pipe	LF	$	320.00
349	1.34	15" Ductile Iron Pipe	LF	$	375.00
350	1.34	18" Ductile Iron Pipe	LF	$	425.00
351	1.34	20" Ductile Iron Pipe	LF	$	575.00
352	1.34	24" Ductile Iron Pipe	LF	$	650.00
353	1.34	30" Ductile Iron Pipe	LF	$	810.00
354		**Sewer plugs**			
355	1.35	Up to 8" plug	EA	$	160.00
356	1.35	10" - 15" plug	EA	$	700.00
357	1.35	18" - 21" plug	EA	$	2,750.00
358	1.35	24" - 36" plug	EA	$	5,250.00
359		**Gravity sewer pipe fittings**			
360	1.35	6 " x 6" x 6" C900 PVC wye	EA	$	1,300.00
361	1.35	8" x 8" x 6" C900 PVC wye	EA	$	1,700.00
362	1.35	10 " x 10" x 6" C900 PVC wye	EA	$	2,350.00
363	1.35	12" x 12" x 6" C900 PVC wye	EA	$	2,500.00
364	1.35	15 " x 15" 6" C900 PVC wye	EA	$	4,250.00
365	1.35	18" x 18" 6" C900 PVC wye	EA	$	6,500.00
366	1.35	6" clean out assembly	EA	$	1,600.00
367		**Remove existing manhole**			
368	1.36	4' diameter manhole up to 6'	EA	$	3,100.00
369	1.36	4' diameter manhole over 6' - up to 8' depth	EA	$	3,100.00
370	1.36	4' diameter manhole over 8' - up to 10' depth	EA	$	4,000.00
371	1.36	4' diameter manhole over 10' - up to 12' depth	EA	$	4,100.00
372	1.36	4' diameter manhole over 12' - up to 14' depth	EA	$	6,000.00
373	1.36	4' diameter manhole over 14' - up to 16' depth	EA	$	8,000.00
374	1.36	4' diameter manhole over 16' - up to 18' depth	EA	$	10,000.00
375	1.36	4' diameter manhole over 18' - up to 20' depth	EA	$	16,000.00
376	1.36	5' diameter manhole up to 6'	EA	$	3,100.00
377	1.36	5' diameter manhole over 6' - up to 8' depth	EA	$	3,100.00
378	1.36	5' diameter manhole over 8' - up to 10' depth	EA	$	4,000.00
379	1.36	5' diameter manhole over 10' - up to 12' depth	EA	$	4,100.00

380	1.36	5' diameter manhole over 12' - up to 14' depth	EA	$	6,000.00
381	1.36	5' diameter manhole over 14' - up to 16' depth	EA	$	8,000.00
382	1.36	5' diameter manhole over 16' - up to 18' depth	EA	$	10,000.00
383	1.36	5' diameter manhole over 18' - up to 20' depth	EA	$	16,000.00
384	1.36	6' diameter manhole over 8' - up to 10' depth	EA	$	6,000.00
385	1.36	6' diameter manhole over 10' - up to 12' depth	EA	$	6,500.00
386	1.36	6' diameter manhole over 12' - up to 14' depth	EA	$	7,000.00
387	1.36	6' diameter manhole over 14' - up to 16' depth	EA	$	10,000.00
388	1.36	6' diameter manhole over 16' - up to 18' depth	EA	$	16,000.00
389	1.36	6' diameter manhole over 18' - up to 20' depth	EA	$	16,000.00
390		**Manhole Rehabilitation**			
391	1.36	Spray line	VF	$	-
392		**Adjustment of manhole ring and cover (+/-) 1'**			
393	1.36	Adjust manhole ring and cover	EA	$	2,750.00
394		**Manhole drop connection - outside**			
395	1.37	8" main, 2' - up to 4' (vertical) drop	EA	$	3,150.00
396	1.37	8" main, over 4' - up to 6' (vertical) drop	EA	$	4,250.00
397		**Manhole drop connection - inside (gravity or force main)**			
398	1.38	Connect to existing manhole with inside PVC drop connection 4"	EA	$	1,900.00
399	1.38	Connect to existing manhole with inside PVC drop connection 6'	EA	$	1,950.00
400	1.38	Connect to existing manhole with inside PVC drop connection 8"	EA	$	2,500.00
401	1.38	Connect to existing manhole with inside PVC drop connection 10"	EA	$	3,500.00
402	1.38	Connect to existing manhole with inside PVC drop connection 12"	EA	$	4,250.00
403		**Removal of existing pipelines - nonhazardous**			
404	1.39	2" through 4" diameter pipe	LF	$	35.00
405	1.39	6" through 8" diameter pipe	LF	$	55.25
406	1.39	10" through 12" diameter pipe	LF	$	65.25
407	1.39	15" through 20" diameter pipe	LF	$	145.00
408	1.39	24" through 42" diameter pipe	LF	$	275.00
409		**Grouting and abandonment of existing pipeline**			
410	1.40	2" through 4" diameter pipe	LF	$	15.00
411	1.40	6" through 8" diameter pipe	LF	$	25.00
412	1.40	10" through 12" diameter pipe	LF	$	45.00
413	1.40	15" through 20" diameter pipe	LF	$	100.00
414	1.40	24" through 30" diameter pipe	LF	$	189.00
415	1.40	36" diameter pipe and larger	LF	$	250.00
416		**Install new precast manholes, including ring, cover and associated appurtenances**			
417	1.41	4' diameter manhole up to 6'	EA	$	6,500.00
418	1.41	4' diameter manhole over 6' - up to 8' depth	EA	$	8,000.00
419	1.41	4' diameter manhole over 8' - up to 10' depth	EA	$	9,852.00
420	1.41	4' diameter manhole over 10' - up to 12' depth	EA	$	11,125.00
421	1.41	4' diameter manhole over 12' - up to 14' depth	EA	$	12,500.00
422	1.41	4' diameter manhole over 14' - up to 16' depth	EA	$	14,250.00

423	1.41	4' diameter manhole over 16' - up to 18' depth	EA	$	20,000.00
424	1.41	4' diameter manhole over 18' - up to 20' depth	EA	$	20,000.00
425	1.41	5' diameter manhole up to 6'	EA	$	8,215.00
426	1.41	5' diameter manhole over 6' - up to 8' Depth	EA	$	8,752.00
427	1.41	5' diameter manhole over 8' - up to 10' depth	EA	$	9,852.00
428	1.41	5' diameter manhole over 10' - up to 12' depth	EA	$	11,125.00
429	1.41	5' diameter manhole over 12' - up to 14' depth	EA	$	12,500.00
430	1.41	5' diameter manhole over 14' - up to 16' depth	EA	$	14,250.00
431	1.41	5' diameter manhole over 16' - up to 18' depth	EA	$	20,000.00
432	1.41	5' diameter manhole over 18' - up to 20' depth	EA	$	20,000.00
433	1.41	6' diameter manhole over 8' - up to 10' depth	EA	$	10,852.00
434	1.41	6' diameter manhole over 10' - up to 12' depth	EA	$	12,125.00
435	1.41	6' diameter manhole over 12' - up to 14' depth	EA	$	13,500.00
436	1.41	6' diameter manhole over 14' - up to 16' depth	EA	$	15,250.00
437	1.41	6' diameter manhole over 16' - up to 18' depth	EA	$	22,000.00
438	1.41	6' diameter manhole over 18' - up to 20' depth	EA	$	22,000.00
439		**Water services**			
440	1.42	CCTV 12" pipe	LF	$	125.00
441	1.42	CCTV 16" pipe	LF	$	175.00
442	1.42	CCTV 20" pipe	LF	$	175.00
443	1.42	CCTV 24" pipe	LF	$	200.00
444	1.42	CCTV 30" pipe	LF	$	300.00
445	1.42	CCTV 36" pipe	LF	$	350.00
446	1.42	4" x 3/4" saddle, 3/4" corp stop and 3/4" curb stop assembly	EA	$	1,500.00
447	1.42	4" x 1" saddle, 1" corp stop and 1" curb stop assembly or smaller	EA	$	1,500.00
448	1.42	4" x 1 1/2" saddle, 1 1/2" corp stop and 1 1/2" curb stop assembly or smaller	EA	$	2,200.00
449	1.42	4" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	2,500.00
450	1.42	6" x 3/4" saddle, 3/4" corp stop and 3/4" curb stop assembly	EA	$	1,550.00
451	1.42	6" x 1" saddle, 1" corp stop and 1" curb stop assembly or smaller	EA	$	1,550.00
452	1.42	6" x 1 1/2" saddle, 1 1/2" corp stop and 1 1/2" curb stop assembly or smaller	EA	$	2,500.00
453	1.42	6" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	2,500.00
454	1.42	8" x 3/4" saddle, 3/4" corp stop and 3/4" curb stop assembly	EA	$	1,600.00
455	1.42	8" x 1" saddle, 1" corp stop and 1" curb stop assembly or smaller	EA	$	1,600.00
456	1.42	8" x 1 1/2" saddle, 1 1/2" corp stop and 1 1/2" curb stop assembly or smaller	EA	$	2,600.00
457	1.42	8" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	2,650.00
458	1.42	10" x 3/4" saddle, 3/4" corp stop and 3/4" curb stop assembly	EA	$	1,700.00
459	1.42	10" x 1" saddle, 1" corp stop and 1" curb stop assembly or smaller	EA	$	1,700.00
460	1.42	10" x 1 1/2" saddle, 1 1/2" corp stop and 1 1/2" curb stop assembly or smaller	EA	$	2,700.00
461	1.42	10" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	2,750.00
462	1.42	12" x 3/4" saddle, 3/4" corp stop and 3/4" curb stop assembly	EA	$	1,800.00
463	1.42	12" x 1" saddle, 1" corp stop and 1" curb stop assembly or smaller	EA	$	1,850.00
464	1.42	12" x 1 1/2" saddle, 1 1/2" corp stop and 1 1/2" curb stop assembly or smaller	EA	$	2,700.00
465	1.42	12" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	2,750.00



466	1.42	16" x 3/4" saddle, 3/4" corp stop and 3/4" curb stop assembly	EA	$	1,800.00
467	1.42	16" x 1" saddle, 1" corp stop and 1" curb stop assembly or smaller	EA	$	1,850.00
468	1.42	16" x 1 1/2" saddle, 1 1/2" corp stop and 1 1/2" curb stop assembly or smaller	EA	$	2,750.00
469	1.42	16" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	2,755.00
470	1.42	20" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	2,700.00
471	1.42	24" x 2" saddle, 2"corp stop and 2" curb stop assembly	EA	$	2,700.00
472	1.42	2" blue PE tubing, installation	LF	$	45.00
473	1.42	2" blue PE tubing, additional tubing above ground	LF	$	45.00
474	1.42	1 1/2" blue PE tubing, meter connection	LF	$	250.00
475	1.42	1 1/2" blue PE tubing, additional tubing above ground	LF	$	15.00
476	1.42	1" blue PE tubing, meter connection	LF	$	35.00
477	1.42	1" blue PE tubing, additional tubing above ground	LF	$	35.00
478	1.42	3/4" blue PE tubing, meter connection	LF	$	250.00
479	1.42	3/4" blue PE tubing, additional tubing above ground	LF	$	35.00
480	1.42	3/4" Brass (Ford) Curb Stop, (Meter X CTS)	EA	$	85.00
481	1.42	1" Brass (Ford) Curb Stop, (Meter X CTS)	EA	$	350.00
482	1.42	1 1/2" Brass (Ford) Curb Stop, (Meter X CTS)	EA	$	225.00
483	1.42	2" x 3/4" meter connection - single service line and meter box	EA	$	1,200.00
484		**Lining and Sheeting**			
485	1.43	Furnish and Install Fiberglass Liner With Top and Grout	SF	$	100.00
486	1.43	Install Polymorphic Resin (I.E.T.) Liner Systems	SF	$	150.00
487	1.43	Install 100% Calcium Aluminate (Sewper CoatTM) Lining System (minimum 1" thickness)	SF	$	125.00
488	1.43	Install SpectraShieldTM Lining System	SF	$	85.00
489	1.43	Install Urethane/ Epoxy, Polyurea (Green MonsterTM) Lining System	SF	$	70.00
490	1.43	Furnish and Install Wet Well Draw Tube	VF	$	145.00
491	1.43	Furnish, Install and Remove Temporary Sheeting	SF	$	125.00
492	1.43	Furnish and Install Permanent Sheeting	SF	$	145.00
493		**Sewer Pipe TV Inspections**			
494	1.44	Sewer main cleaning and TV inspection (8-inch through 12-inch)	LF	$	40.00
495	1.44	Sewer main cleaning and TV inspection (15-inch through 21-inch)	LF	$	40.00
496	1.44	Sewer main cleaning and TV inspection (21-inch through 24-inch)	LF	$	59.00
497	1.44	Sewer Lateral TV inspection from main w/ P&T Camera (up to 30 feet)	LF	$	100.00
498	1.44	Sewer Lateral TV inspection from main (beyond 30 feet)	LF	$	100.00
499	1.44	Sewer Lateral TV inspection from cleanout w/P&T Camera (up to 30 feet)	LF	$	100.00
500	1.44	Sewer Lateral TV inspection from cleanout (beyond 30 feet)	LF	$	100.00
501		**Sewer Cleanout Installations**			
502	1.45	Cleanout installation in grass area (up to 5 feet in depth)	LF	$	1,875.00
503	1.45	Cleanout installation in asphalt area (up to 5 feet in depth)	LF	$	3,525.00
504	1.45	Cleanout installation in concrete area (up to 5 feet in depth)	LF	$	3,525.00
505	1.45	Cleanout installation (beyond 5 feet in depth)	LF	$	3,250.00
506	1.45	Work in rear-yard easement (items listed above)	LF	$	2,500.00
507		**Sewer Pipe Laterals**			

508	1.46	Lateral Pipe Grouting, to facilitate proper lateral liner installation.	LF	$	250.00
509	1.46	Lateral Pipe Testing. (10% of installations)	LF	$	125.00
510	1.46	Mechanical Root or Grease Removal (10-inch and smaller)	LF	$	75.00
511	1.46	Mechanical Tuberculation Removal (10-inch or smaller)	LF	$	75.00
512	1.46	Bypass pumping (8-inch and 10-inch sewer)	LF	$	75.00
513	1.46	Bypass pumping (12-inch and 15-inch sewer)	LF	$	95.00
514	1.46	Bypass pumping (18-inch and 24-inch sewer)	$	$	100.00
515		**Miscellaneous**			
516	1.47	Emergency work premium	HR	$	10,000.00
		R&M Service Solutions, LLC.		$	**2,069,747.75**

Vendor Name

Michael George
General Manager
04/02/2024

Bid Bond

STATE OF FLORIDA
COUNTY OF PINELLAS

KNOW ALL MEN BY THESE PRESENTS:

That we, R&M Service Solutions, LLC, 11820 Uradco Place #103, San Antonio, FL 33576
(Name and Address of Company)

(hereinafter called "Principal") and Great Midwest Insurance Company (hereinafter called "Surety") are held and firmly bound unto the City of Tarpon Springs, Florida (hereinafter called "City") in the sum of:

Twenty Thousand and 00/100 Dollars ($ 20,000.00)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents:

WHEREAS, the "Principal": contemplates submitting or has submitted a Bid to the City of Tarpon Springs, Florida, for

UTILITY REHABILITATION AND CONSTRUCTION SERVICES
Bid No. 240055-B-AS

WHEREAS, it was a condition precedent to the submission of said Bid that a certified check, cashier's check or Bid Bond in the amount of $20,000 be submitted with said Bid as a guarantee that the Bidder would, if awarded the contract, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Public Construction Bond in an amount equal to one hundred percent (100%) of the bid for the performance of said contract, within ten (10) consecutive calendar days after written Notice of Award of the contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the bid and the "Principal" herein be accepted and said "Principal" within ten (10) consecutive calendar days after written Notice of Award, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Public Construction Bond in an amount equal to one hundred percent (100%) of the Bid, satisfactory to the City of Tarpon Springs, Florida, then this obligation shall be void; otherwise,

IN WITNESS THEREOF, the said

R&M Service Solutions, LLC
(Name of Company)

as "Principal" herein, has caused these presents to be signed in its name by its _____ under its corporate seal, and the said Great Midwest Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-in-Fact under its corporate seal, the 2nd day of April , 2024.

NAME OF COMPANY: R&M Service Solutions, LLC

By: _____
(Signature)

Michael George
(Please Print or Type Name)

General Manager
(Title)

SEAL

ATTEST: _____
(Signature)

Great Midwest Insurance Company
Surety Name

_____
Attorney-in-Fact Brett M. Rosenhaus

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars ($10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY _____
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

BY _____
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 2nd Day of April, 20 24.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY _____
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

BID FORM PRICING

BID NO. 240055-B-AS
UTILITY REHABILITATION AND CONSTRUCTION SERVICES

ATTACHMENT A- PRICING TAB ATTACHED AS AN EXCEL SPREADSHEET

Bidder acknowledges that all applicable licenses (City, County, State, and Federal) have been obtained and shall provide proof immediately upon request.

Bidder: R&M Service Solutions, LLC.

Address: 11820 Uradco Place, Suite 103

City: San Antonio State: Florida Zip: 33576

Phone No.: 877-847-6747 Fax No.: N/A Email: mgeorge@rmservicesolutions.com

Michael George, General Manager
Printed Name and Title

Authorized Signature

04/02/2024
Date

List at least 5 References

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES WHICH ARE SIMILAR IN SCOPE TO THIS PROJECT:

1.Project/Contract Name:	Brevard Co ARV's
Dollar Value:	$350K - 2024
Contact Name:	Brian Sorensen, Water/Wastewater Program Manager
Email/Phone Number:	brian.sorensen@BrevardFL.gov / 321-633-2091
Agency/Company Name:	Brevard County, FL
Address:	2725 Judge Fran Jamieson Way, A-213, Melbourne, FL 32940
Date completed/or if in Progress:	TBD - In Progress

2. Project/Contract Name:	Fire Hydrant Maintenance, Repair and Replacements
Dollar Value:	$350K Total ($43,750/Yr 2016-2024 8 Years
Contact Name:	Chris Graybosch – Water Distribution Supervisor
Email/Phone Number:	cgraybosch@seminolecountyfl.gov 407-840-4058
Agency/Company Name:	Seminole County, FL
Address:	3300 Dike Road, Winter Park, FL 32792
Date completed/or if in Progress:	In Progress
3. Project/Contract Name:	Hydrant & Valve Maintenance
Dollar Value:	$250K - 2024
Contact Name:	Tammy Ryan
Email/Phone Number:	tryan02@seminolecountyfl.gov / 407-468-2000
Agency/Company Name:	Seminole County Environmental Services Utilities Engineering
Address:	1301 East Second Street, Sanford, FL 32771
Date completed/or if in Progress:	TBD - In Progress
4. Project/Contract Name:	Fire Hydrant & Valve Maintenance, Repairs and Replacements
Dollar Value:	$70K/Yr - 2024
Contact Name:	Richard Walters – Water Treatment Operator
Email/Phone Number:	rwalters@longboatkeyfl.org
Agency/Company Name:	Town of Longboat Key, FL
Address:	501 Bay Isles Road, Longboat Key, FL 34228
Date completed/or if in Progress:	TBD - In Progress
5. Project/Contract Name:	Fire Hydrant & Valve Maintenance & Replacement
Dollar Value:	125KK - 2024
Contact Name:	Jaime Castillo, Underground Utilities Superintendent
Email/Phone Number:	Jcastillo@hollywoodfl.org / 954-921-3046
Agency/Company Name:	City of Hollywood
Address:	1715 N 21st Avenue, Hollywood, FL 33020
Date completed/or if in Progress:	TBD - In Progress

QUESTIONNAIRE

This questionnaire must be completely filled out and returned as part of your bid/proposal. Failure to do so may result in disqualification of your bid/proposal. Evaluation of this questionnaire is a prime factor in the award of this Agreement.

1. Please state the full, legal name (including any d/b/a) of your firm and provide contact information.

Company Name: R&M Service Solutions, LLC.

Contact Name: Michael George, General Manager

352-398-9127 Cell

Address: 11820 Uradco Place

Address: Suite 103

City: San Antonio State: FL Zip: 33576

Telephone: 877-847-6747 Fax: N/A

E-Mail Address: mgeorge@rmservicesolutions.com Website: https://www.rmservicesolutions.com/

2. How long has your firm been in business? 15 Years

3. How long has your firm provided these services? 15 Years

4. Annual gross revenues of your firm? (Check the appropriate box)
☐ under $100,000 ☐ $100,000 – $499,000 ☐ $500,000 – $999,000
☐ $1,000,000 - $2,000,000 ☒ over $2,000,000

5. How many full and part-time employees do you currently employee?
Full-time: 28 Part-time: 0

6. Provide information on your employee staffing by category and the number of employees in each category.

Category	# of employees
1) Executive/Senior Level Officials and Managers	2
2) First/Mid-Level Officials and Managers	2
3) Prefessionals	0
4) Technicians	18
5) Sales Workers	0
6) Administrative Support Workers	3
7) Craft Workers	0
8) Operatives	2
9) Laborers and Helpers	1
10) Service Workers	0

7. Who will be supervising the services to be performed under this Agreement and what are their qualifications, years of experience, number of years employed with your firm, etc.?

Michael George, General Manager 11/2013-Present

John Dinovo, Operations Manager 06/2020-Present

Resumes Attached

8. What tools, vehicles and equipment currently owned by your firm will be utilized to provide the requirements of this Agreement?

20) Pick Up Trucks, 3) Valve Operating Trucks, 6) Valve Operating Trailers, 2) K&K Arrowboards
1) F550 Construction Repair Truck, 4) 3500 Flat Bed Service Trucks w/Crane
1) Ditch Witch FX20 Skid Mount, 1) Bobcat E42 Mini Excavator

9. List additional equipment your firm will require to provide services to the City and when and how you plan to acquire the equipment.

Equipment for Shoring, and Well Points
When Project start date is confirmed
Sunbelt and United Rentals

10. Have you had a contract terminated by a customer in the past 3 years? No If yes, please explain.

N/A

11. Provide a copy of your firm's Occupational License No. with the Expiration Date (if applicable).

N/A - Pasco Co Business Tax Receipt Exp 09/30/2024 (Occupational License Attached

12. Provide a copy of your firm's Federal Employer Tax ID certificate.

W-9 Attached

13. Provide a copy of all your current insurance coverages for General Liability, Automobile and Worker's Compensation.

COI Attached

14. Provide evidence of a certification through Pinellas County Licensing Board (if applicable).

N/A

15. Provide documentation that your firm is registered with the Florida Division of Corporations to do business within the state of Florida.

SunBiz Annual Report Attached

DRUG FREE WORKPLACE FORM

PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS UNDER SECTION 287.087, FLORIDA STATUTES.

1. This statement is submitted with the attached Bid/Proposal.

2. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that is has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

    a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
    b. 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.
    c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
    d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, 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.
    e. 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.
    f. 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.

VENDOR'S PRINTED NAME: R&M Service Solutions, LLC.

AUTHORIZED SIGNATURE: _____

Michael George, General Manager

2725 Judge Fran Jamieson Way, A-213, Melbourne, FL 32940

MINIMUM INSURANCE REQUIREMENTS

Contractor shall carry the following minimum types and amounts of insurance at its own expense, for the contract period:

A. Prior to the time Contractor is entitled to commence any part of the project, work, or services under this contract, Contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to Procurement Services for the City of Tarpon Springs of a Certificate of Insurance executed on a standard ACORD form, listing all coverage and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract, or any Contract extension.

1) Worker's Compensation limits as required by law; Employers' Liability Insurance of not less than $1,000,000 for each accident.

2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than $1,000,000, each occurrence; and property damage of not less than $100,000, each occurrence. (Combined Single Limits of not less than $1,000,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than $50,000 per occurrence, unless otherwise stated by exception herein.

3) Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with minimum limits of $1,000,000 each occurrence, and property damage of not less than $100,000 each occurrence. (Combined Single Limits of not less than $500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis, such insurance to include coverage for loading and unloading hazards.

4) $500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.

B. Each Insurance Policy shall include the following conditions by endorsement to the policy:

1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, %Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. Contractor shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

2) Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
3) The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.
4) City of Tarpon Springs shall be endorsed to the required policy or policies as an additional insured or additional named Insured.
5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

352

Brevard County, FL

RAKOCZY, JOHN ROBERT

R&M SERVICE SOLUTIONS, LLC
PO BOX 210155
ROYAL PALM BEACH FL 33421

LICENSE NUMBER: CUC1225260

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

PASCO COUNTY BUSINESS TAX RECEIPT

2024

Expires September 30th

Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.

MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

ACCOUNT #:: 82461

SIC CODE: 1623.00

TYPE OF BUSINESS
EXCAVATING & UNDERGROUND UTILITY CONTR

STATE LICENSE # /or COUNTY COMP CARD #
CUC1225260

OWNER/QUALIFYING AGENT
RAKOCZY JOHN R

R AND M SERVICE SOLUTIONS LLC

7256 WESTPORT PLACE STE 1
WEST PALM BEACH, FL 33413

LOCATION ADDRESS:
11820 URADCO PLACE #103
SAN ANTONIO, FL 33576

DATE	RECEIPT	AMOUNT
03/18/2024	24-1303-000161	48.13

Dear Business Owner:

Your 2024 Pasco County Business Tax Receipt is printed above. Please detach the receipt and display it in a place that is visible to the public and available for inspection.

The Pasco County Business Tax Receipt is in addition to any other license or certificate that may be required by law and does not signify compliance with zoning, health, or regulatory requirements. The Pasco County Business Tax Receipt is non-regulatory and is not meant to be a certification of the holder's ability to perform the service for which it is registered.

Business Tax Receipts expire September 30th. Annual renewals are mailed in June to the address of record at that time. Please contact our office if there are any changes to your business name, ownership, physical address, or closing of your business.

Thank you for allowing us to serve you!

MIKE FASANO
PASCO COUNTY TAX COLLECTOR

EAST PASCO GOVERNMENT CENTER
DADE CITY

WEST PASCO GOVERNMENT CENTER
NEW PORT RICHEY

TAX COLLECTOR BUILDING
GULF HARBORS

CENTRAL PASCO GOVERNMENT CENTER
LAND O'LAKES

COMPARK 75 BUSINESS PARK
WESLEY CHAPEL

CALL CENTER: MONDAY - FRIDAY 8:30 AM - 5:00 PM (352) 521-4338 • (727) 847-8032 • (813) 235-6076

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

R&M SERVICE SOLUTIONS, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

7256 WESTPORT PLACE, SUITE A

Requester's name and address (optional)

6 City, state, and ZIP code

WEST PALM BEACH, FL 33413

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	7	–	1	4	2	2	6	6	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** 03/18/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Dianne Klaus	
Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	PHONE (A/C, No, Ext): (561) 721-3746	FAX (A/C, No):
	E-MAIL ADDRESS: Dianne.Klaus@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Transportation Insurance Company	20494
INSURED	INSURER B : Continental Insurance Company	35289
R&M Service Solutions, LLC 7256 Westport Place, Suite A West Palm Beach, FL 33413	INSURER C : Travelers Property Casualty Company of America	25674
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		6042667780	7/21/2023	7/21/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			6081140945	7/21/2023	7/21/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE			7034018351	7/21/2023	7/21/2024	AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A		6042667794	7/21/2023	7/21/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Equipment Floater			QT6605N313831-TIL-23	7/21/2023	7/21/2024	Leased/Rented-Item	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Davie is Additional Insured with respect to General Liability when required by written contract per form #CNA75079XX

CERTIFICATE HOLDER

Town of Davie
8800 SW 36th Street
Davie, FL 33328

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Mar 31, 2023
Secretary of State
8808502470CC

DOCUMENT# L09000114038

Entity Name: R&M SERVICE SOLUTIONS, LLC

Current Principal Place of Business:

7256 WESTPORT PLACE, SUITE A
WEST PALM BEACH, FL 33413

Current Mailing Address:

7256 WESTPORT PLACE, SUITE A
WEST PALM BEACH, FL 33413 US

FEI Number: 27-1422665

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATE CREATIONS NETWORK INC.
801 US HWY 1
NORTH PALM BEACH, FL 33408 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MANAGING MEMBER	Title	MEMBER
Name	RAKOCZY, JOHN R	Name	RAKOCZY, COREY
Address	7256 WESTPORT PLACE, SUITE A	Address	7256 WESTPORT PLACE, SUITE A
City-State-Zip:	WEST PALM BEACH FL 33413	City-State-Zip:	WEST PALM BEACH FL 33413
Title	MEMBER	Title	MEMBER
Name	GEORGE, MICHAEL	Name	BENEDETTO, THOMAS
Address	7256 WESTPORT PLACE, SUITE A	Address	7256 WESTPORT PLACE, SUITE A
City-State-Zip:	WEST PALM BEACH FL 33413	City-State-Zip:	WEST PALM BEACH FL 33413

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOHN RAKOCZY

MANAGING MEMBER,BY SAVANAH STRYDOM, ATTORNEY-IN-FACT

03/31/2023

Electronic Signature of Signing Authorized Person(s) Detail — Date

EMPLOYEE HANDBOOK

EMPLOYEE HANDBOOK

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Americans With Disabilities (ADA)

The Americans with Disabilities Act (ADA) is a federal law that prohibits employers with 15 or more employees from discriminating against applicants and employees with disabilities. It also requires employers to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job functions of the position.

Rangeline Group complies with all applicable laws concerning the employment of individuals with disabilities and acts in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). The company does not discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

When a job applicant with a disability requests accommodation that can be reasonably provided without creating an undue hardship or causing a workplace safety risk, he or she will be given the same consideration for employment as any other applicant.

Rangeline Group will reasonably accommodate qualified individuals (candidates and employees) with disabilities so that they can perform the essential functions of a job, unless the requested accommodations result in the following:

- A direct threat to the safety or well-being of the individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation; or
- An undue hardship to Rangeline Group

Individuals who are currently using illegal drugs are excluded from coverage under the company ADA policy.

The Human Resources department is responsible for implementing this policy, including the resolution of reasonable accommodation, safety, direct threat and undue hardship issues. Contact them with any questions or requests for accommodation.

Drug Free Workplace

It is the policy of the Rangeline Group to maintain a drug- and alcohol-free work environment that is safe and productive for employees and others conducting business with the company. A comprehensive Drug Free Workplace Policy is given to all employees when hired.

The unlawful use, possession, purchase, sale, distribution, or being under the influence of any illegal drug and/or the misuse of legal drugs while on company or client premises or while performing services for the company is strictly prohibited. Rangeline Group also prohibits reporting to work or performing services while impaired by the use of alcohol or consuming alcohol while on duty or during work hours.

To ensure compliance with this policy, substance abuse screening may be conducted in the following situations:

Pre-employment: As required by the company for all prospective employees done post offer as a condition of employment. All persons applying for employment with the Company will be required to take a drug test prior to being hired. A positive test, except in the case of authorized, legal prescription drugs or an applicant's refusal to consent to a drug test will terminate the employment process and the applicant will not be able to reapply for a period of one (1) year.

Reasonable Suspicion: Upon reasonable suspicion that the employee is under the influence of alcohol or drugs that could affect or has adversely affected the employee's job performance.

Random: As authorized or required by federal or state law.

Post-Accident/Injury: Following any workplace accident where company or customer property is damaged or following a workplace injury.

Return to Work/Follow-up: Periodic testing for employees during and after completion of an Employee Assistance Program.

Compliance with this policy is a condition of employment. Employees who test positive or who refuse to submit to substance abuse screening will be subject to termination. Notwithstanding any provision herein, this policy will be enforced at all times in accordance with applicable state and local law.

Any employee violating this policy is subject to discipline, up to and including termination, for the first offense.

Harassment

Rangeline Group is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, Rangeline Group expects that all relationships among persons in the office will be business-like and free of explicit bias, prejudice and harassment.

Rangeline Group has developed this policy to ensure that all its employees can work in an environment free from unlawful harassment, discrimination and retaliation. Rangeline Group will make every reasonable effort to ensure that all concerned are familiar with these policies and are aware that any complaint in violation of such policies will be investigated and resolved appropriately.

Any employee who has questions or concerns about these policies should talk with the Director of Human Resources.

These policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion to avoid allegations of harassment. The law and the policies of Rangeline Group prohibit disparate treatment on the basis of sex or any other protected

GuidanceResources®

Your Life. Your Work. Your Best.

Your GuidanceResources® Program

Sometimes life can feel overwhelming. It doesn't have to. Your ComPsych® GuidanceResources® program provides confidential counseling, expert guidance and valuable resources to help you handle any of life's challenges, big or small.

Services:

Confidential Emotional Support
- Anxiety, depression, stress
- Grief, loss and life adjustments
- Relationship/marital conflicts

Work and Lifestyle Support
- Child, elder and pet care
- Moving and relocation
- Shelter and government assistance

Legal Guidance
- Divorce, adoption and family law
- Wills, trusts and estate planning
- Free consultation and discounted local representation

Financial Resources
- Retirement planning, taxes
- Relocation, mortgages, insurance
- Budgeting, debt, bankruptcy and more

Digital Support
- Connect to counseling, work-life support or other services
- Tap into an array of articles, podcasts, videos, slideshows
- Improve your skills with On-Demand trainings

Help for New Parents
- Support for new biological or adoptive parents
- Understand emotional and financial needs
- Get help finding child care, planning for back-to-work needs and more

Online Will Preparation
- Quickly and easily complete a will on your computer with EstateGuidance®
- Specify guardians, trustees and property division
- Provide funeral and burial instructions

What happens when I call for counseling support?
When you call, you will speak with a GuidanceConsultant℠, a master's- or PhD-level counselor who will collect some general information about you and will talk with you about your needs. The GuidanceConsultant℠ will provide the name of a counselor who can assist you. You will receive counseling through the EAP up to 3 sessions per issue, per person, per calendar year. You can then set up an appointment to speak with the counselor over the phone or schedule a face-to-face visit.

What counseling services does the EAP provide?
The EAP provides free short-term counseling with counselors in your area who can help you with your emotional concerns.

If the counselor determines that your issues can be resolved with short-term counseling, you will receive counseling through the EAP. However, if it is determined that the problem cannot be resolved in short-term counseling in the EAP and you will need longer-term treatment, you will be referred to a specialist early on and your insurance coverage will be activated.

Life is challenging. We can help. Confidential 24/7 support.

24/7 Live Assistance:
Call: 877.595.5281
TRS: Dial 711

Online: guidanceresources.com
App: GuidanceNow℠
Web ID: EAPBusiness

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ComPsych complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex.

R&M Service Solutions

Injury and Illness Prevention Program

2022

Employee Safety Rules

It is impossible to list or include all safety rules for all the possible tasks you may have to do. The following rules have been prepared to help you avoid hazards which may cause injury while doing some of the more common tasks you may be asked to do. You should study and follow the rules provided in this booklet and ask your supervisor for additional rules when asked to do a task you are not familiar with that this booklet does not cover. Failure to follow safety rules and/or safe practices will result in disciplinary action, up to and including termination.

GENERAL SAFETY RULES:

- Read and follow the safety notices and other information that is posted.
- Observe and follow all safety instructions, signs, and operation procedures.
- Help your fellow employee when they ask for assistance or when needed for their safety.
- Never participate in "horseplay". Horseplay that results in injury is often not covered by Workers' Compensation.
- Clean up spills immediately.
- Report all unsafe conditions, hazards, or equipment immediately. Make sure other people are warned of the problem so that they may avoid it.
- Wear personal protective equipment as required to reduce injury potential. Use gloves, safety glasses, back support belts, reflective vests, proper footwear, etc., as necessary.
- Never stand on chairs, furniture, or anything other than an approved ladder or step stool.
- Never use intoxicating beverages or controlled drugs before or during work. Prescription medication should only be used at work with your Doctor's approval.

FIRE SAFETY:

- Report all fire hazards to your supervisor immediately.
- Ensure combustibles, scraps and debris are stored safely or removed from jobsite.
- Firefighting equipment shall be used only for firefighting purposes.
- Use hot-work permits when creating spark or flame (welding, cutting, brazing, etc.).
- Ensure that accumulations of dust are removed from construction areas.
- Smoking is not permitted at any time in the areas where "No Smoking" signs are posted.
- Do not block off access to firefighting equipment.
- Keep doors, aisles, fire escapes and stairways completely unobstructed at all times.
- In the case of a fire, your first consideration must be the safety of all persons. Then attention should be directed to the protection of property.
- Change clothes immediately if they are soaked with oil, gasoline, and paint thinner or any other flammable liquid.
- Know how to report a fire and how to turn on a fire alarm if installed.
- Know the location of all fire extinguishers, and how to use them.
- Know the fire exits to be used in an emergency.

HAND / POWER / PNEUMATIC TOOL SAFETY:

- Wear protective equipment necessary for the job you are performing. Discuss any required safety equipment with your supervisor as changes occur.
- Defective tools must not be used.
- Do not carry sharp hand tools in clothing.

Safety & Health Requirements

All employees will comply with the provisions of the OSH Act of 1970. Therefore, any employee who, knowingly commits an unsafe act or creates an unsafe condition, disregards the safety policy, or is a repeated safety or health offender, will be discharged. Grounds for immediate discharge are:

1. Drinking alcohol, and/or drug abuse prior to or during working hours
2. Fighting
3. Theft
4. Willful damage to property
5. Failure to wear Personal Protective Equipment
6. Removing and/or making inoperative safety guards on tools and equipment
7. Removing barriers and/or guardrails and not replacing them
8. Failure to follow recognized industry practices
9. Engaging in dangerous horseplay
10. Failure to notify R&M Service Solutions of a hazardous situation

The following safety and accident activities will be adhered to:

1. Report all injuries immediately to your supervisor
2. Notify your supervisor should you become ill while on the job
3. Inform your supervisor if you have a disability or physical handicap
4. Never move an injured or ill person, unless to prevent further injury

11820 Uradco Place, Suite #103
San Antonio, Florida 33576
877-847-6747 Office 352-398-9127 Cell
Email: mgeorge@rmservicesolutions.com
https://www.rmservicesolutions.com

Michael G. George, General Manager

R&M Service Solutions, LLC. 11/2013 – Present

Responsibilities

- Provide new clients with product and service information
- Heavy networking
- Researching and responding to client's inquiries
- Search new leads and secure business through pro-active approaches
- Find, qualify, and capture new business
- Active contribution to our growth strategy and wider business plan
- Delivery of results against set objectives
- Work with and respond to complex, large business request for proposals

Qualifications

- Highly skilled in organizational management
- Effectively manage multiple tasks and changing levels of responsibilities
- Implement innovative ideas, concepts, methods, and technologies
- Energetic and initiative-taking collaborator and team builder
- Thrive in both independent and collaborative work environments

Certifications

- FDEP Class I Distribution System Operator
- FDOT Temporary Traffic Control Intermediate Course
- FL Stormwater Association Stormwater Operator Level 1
- FWPCOA Class A Wastewater Collection Technician
- FWPCOA Storm Water Level C
- OSHA Confined Space Entry Program
- OSHA Excavation and Trenching
- OSHA 30 Hour Construction Safety & Health
- Project Management Procedures
- Creative Problem Solving
- Understanding Job Tracking
- Understanding Estimating
- Contracts and Change Orders
- American Safety Institute CPR, AED, and Basic First Aid
- National Safety Council Defensive Driving Course

Professional Affiliations

- FSA WWA Mac Council
- AWWA Member
- FSA WWA Distribution Awards Chairperson

11820 Uradco Place, Suite #103
San Antonio, Florida 33576
877-847-6747 Office 352-442-5703 Cell
Email: jdinovo@rmservicesolutions.com
https://www.rmservicesolutions.com

John Dinovo, Operations Manager

R&M Service Solutions, LLC. 06/2020 – Present

Responsibilities

- Water main repairs and maintenance
- Inline valves, fire hydrants and other mechanical fitting installations
- Sewer installs and air release valve repairs and installations
- Excavator and backhoe Operator
- Supervise wet tap on live piping and AVT valves (insertion valves) installations
- Service line installations
- Manage work crews with budgeting costs and overtime considerations
- Material procurement for future projects
- Project meetings with inspectors, contractors, and municipality personnel
- Safety meeting Administrator
- Fleet maintenance

Previous Experience

- Pipefitter
- Construction Lead
- Construction Foreman
- Supervisor

Qualifications

- Heavy Equipment Operator (10+ Years)
- Management (3 Years)
- Construction (10+ Years)
- Budgeting (3 Years)
- Microsoft Office Applications
- Inventory Control
- Mechanical Knowledge
- Profit and Loss
- Backhoe Operator (5 Years)
- Construction Management (10+ Years)

Certifications

- Competent Person Trenching and Excavation
- DEP Class 3 Distribution Systems Operator
- Excavator (Heavy Equipment) Operator Safety Training
- FDOT Temporary Traffic Control
- OSHA 10 Construction Safety and Health
- OSHA 30 Outreach Training - Construction
- OSHA Forklift Certification

TRAINING IDENTIFICATION

Mike George

OSHA 29 CFR 1926.650-652 Subpart P - 5 Hours

Excavation and Trenching for the Competent Person

#141467	April 08, 2020
CERTIFICATE NUMBER	EFFECTIVE DATE

eTraining, Inc. etraintoday.com 815-556-9384

R&M Service Solutions

7256 Westport Place-Suite A
West Palm Beach, FL 33413
877-847-6747

Mike George
Operations Manager – ID #2728

OSHA
Occupational Safety and Health Administration

20-602005574

This card acknowledges that the recipient has successfully completed:

30-hour Construction Safety and Health

This card issued to:

Michael G George

Bhushan Sukhram	6/8/2017
Trainer Name	Date of Issue

TRAINING IDENTIFICATION

Mike George

OSHA 29 CFR 1910.146 - 2 Hours

OSHA Permit-Required Confined Space Entry

#141448	April 08, 2020
CERTIFICATE NUMBER	EFFECTIVE DATE

eTraining, Inc. etraintoday.com 815-556-9384

National Safety Council

Control No. 656191

Michael George
has completed a National Safety Council's
4-hour Defensive Driving Course

G620547642470	4/8/2009
Drivers License Number:	Course Completion Date:

MS Safety Services Tampa, FL
TRAINING CENTER

Mark Albertson	851446
Instructor Name	Instructor Number

CERTIFICATION CARD

CPR, AED, and Basic First Aid

Michael George
has successfully completed and competently performed the required knowledge and skill objectives for this program.

☐ Adult ☐ Adult and Child ☑ Adult, Child, and Infant

Card is void if more than one box is checked.

2015 GUIDELINES

AMERICAN SAFETY & HEALTH INSTITUTE

State of Florida

Department of Environmental Protection

LICENSE NO.: 0018509 DATE ISSUED: 03/29/2023

CLASS I DISTRIBUTION SYSTEMS

MICHAEL G. GEORGE

IS LICENSED UNDER PROVISIONS OF CHAPTER 403, FLORIDA STATUTES

VALID UNTIL: 04/30/2025

FDOT

This Certifies that
Michael G. George

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Intermediate Course.

Date Expires: 02/19/2023 Certificate # 48010
Instructor: Ian S. Coleman Sr. FDOT Provider # 171

Safety Scotty's MOT Training, LLC
Phone: 813-787-3690
P.O. Box 5853
Tampa, FL
www.safetyscotty.com
motsupervisor@yahoo.com

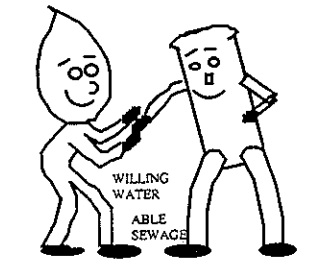
Safety Scotty's MOT Training, LLC

Florida Water & Pollution Control Operators Association

Voluntary Certification Program
hereby certifies that

Michael George

has met the requirements for certification
as
Class A
Wastewater Collection Technician



FW&PCOA

Certificate Number 465

Date issued August 13, 1999

President, FW&PCOA

Chairman, Voluntary Certification Board

FLORIDA WATER AND POLLUTION CONTROL OPERATORS ASSOCIATION

VOLUNTARY CERTIFICATION PROGRAM

hereby certifies that

MICHAEL GEORGE

has met the requirements for certification as a

Stormwater Technician Level "C"

Certificate Number 406

FW & PCOA

Date Issued 2 MAY 1997

Voluntary Certification Board

FW&PCOA President

© Good 46212

LITHO. IN U.S.A.

FLORIDA STORMWATER ASSOCIATION

Has Conferred Upon

Michael George

The Designation of

Stormwater Operator - Level 1

For successful completion of the FSA Stormwater Operator Certification Level 1 Course.

Course Date: July 30-31, 2012

Course Location: City of Wellington

Executive Director

July 31, 2012
Date

Certificate # 2291 **Expires: 2017**

eTraining, Inc.

Certificate of Completion

This certifies that

Mike George

has received training and has successfully completed

Excavation and Trenching for the Competent Person

OSHA 29 CFR 1926.650-652 Subpart P - 5 Hours

April 08, 2020 Certificate Number: 141467

www.etraintoday.com

Niall O'Malley, President

Larry A. Baylor, VP Content Development

FDOT

MICHAEL GEORGE

Certificate:

617714

Issued: 12/05/2023

Expires: 11/22/2027

Instructor: I. C

Has Completed a FDOT Approved Temporary Traffic Control: Intermediate Course.

Training Provider:

Safety Scotty's MOT Training, LLC

7790 Professional Place

Tampa, FL 33570

Ph: 813-787-3690

Verify this Certificate at www.motadmin.com.

eTraining, Inc.

Certificate of Completion

This certifies that

Mike George

has received training for successfully completing

OSHA Permit-Required Confined Space Entry

OSHA 29 CFR 1910.146 - 2 Hours

April 08, 2020 Certificate Number: 141448

www.etraintoday.com

Niall O'Malley, President

Larry A. Baylor, VP Content Development

CERTIFICATE OF COMPLETION

This certifies that

John Dinovo

is awarded this certificate for

OSHA 30 Hour Outreach Training Program - Construction

CEUs	Credit Hours	Completion Date
3.0	30.00	04/25/2022

ACCREDITED IACET® PROVIDER

Curtis Chambers, Trainer C 26-0110333 and G 26-0082322

"As an OSHA Outreach Training Program trainer, I affirm that I have conducted this OSHA Outreach Training Program training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their course completion card within 90 calendar days of the end of the class."

"As an IACET Accredited Provider, 360training.com, Inc. offers IACET CEUs for its learning events that comply with the ANSI/IACET Continuing Education and Training Standard."

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

Competent Person Identification Card

By issuing this card the employer indicates that:

John Dinovo

Has been informed of all necessary information required to safely perform the duties of a "Competent Person" during trenching and excavation.

Instructor: Kenny Boggs/Carolinas AGC

4/13/2009
Date

CERTIFICATE OF COMPLETION

This certifies that

John Dinovo

has successfully completed the course

Excavator (Heavy Equipment) Operator Safety Training Online

Course Duration
1.0

Completion Date
07/06/2022

Samantha Montalbano, Chief Operating Officer

This certificate represents successful completion of an operator safety training course and expires 3 years from the date of issuance and/or completion.

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

(CUT HERE) (CUT HERE)

FOLD

This certifies that the person named below has successfully completed the

John Dinovo

Excavator (Heavy Equipment) Operator Safety Training Online

Samantha Montalbano, Chief Operating Officer

07/06/2022
Issued

Expires in
3 Years

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

This is your pocket card which may be used as proof of training completion. This training program is intended to provide supplementary job safety training and is not required or approved by any regulatory authority.
Please check Federal, State, and local regulations for additional training requirements related to your specific job.

Questions? support@360training.com

visit: www.360training.com/osha-campus 877.881.2235

OSHA Occupational Safety and Health Administration

36-003685096

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in

Construction Safety and Health

JOHN DINOVO

Michael Millsap

(Trainer name – print or type)

02/02/2012

(Course end date)

Certificate of Completion

john dinovo

successfully completed the
OSHA Forklift Certification Course
on
11/21/2022
and was awarded 0.2 IACET CEUs.

AMERICAN SAFETY COUNCIL
225 E Robinson St Suite 570
Orlando, FL 32801

Course Administrator

ACCREDITED IACET PROVIDER

FDOT

This Certifies that

JOHN DINOVO

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Intermediate Course.

Date Expires: 11/24/2024 Certificate # 67766

Instructor: Ian S. Coleman FDOT Provider # 171

Safety Scotty's MOT Training, LLC
Phone: 813-787-3690
2201 S US HWY 41, Lot 7
Ruskin, FL 33570
www.safetyscotty.com
motsupervisor@yahoo.com

Company ID Number: 1523543

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the R&M SERVICE SOLUTIONS, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

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D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1523543

Approved by:

Employer R&M SERVICE SOLUTIONS, LLC	
Name (Please Type or Print) Marissa LaCava	Title
Signature Electronically Signed	Date 03/24/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/24/2020

Company ID Number: 1523543

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	R&M SERVICE SOLUTIONS, LLC
Company Facility Address	7256 Westport Place STE A West Palm Beach, FL 33413
Company Alternate Address	
County or Parish	PALM BEACH
Employer Identification Number	271422665
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	2

Company ID Number: 1523543

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)
TEXAS	1 site(s)

Company ID Number: 1523543

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Marissa LaCava
Phone Number	(860) 878 - 2101
Fax Number	(561) 290 - 0693
Email Address	marissa@rangeline.com

Name	Marissa LaCava
Phone Number	(860) 878 - 2101
Fax Number	(561) 290 - 0693
Email Address	marissa@rangeline.com

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CITY OF TARPON SPRINGS, FL

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

March 12, 2024

BID No. 240055-B-AS
UTILITY REHABILITATION & CONSTRUCTION SERVICES
ADDENDUM 1

The purpose of this addendum is to answer questions and correct line items 440-468 on Bid Sheets, as follows:

QUESTIONS/ANSWERS

Q1: Will the City consider *Quadex Structure Guard* as an approved epoxy coating per pay item 1.43, Item no. 489 for this project?
A1: Yes, the City will accept this product as an approved equal.

Q2: Will the City consider *GeoKrete Geopolymer* an approved cementitious lining system per pay item 1.43, Item No. 487 for this project?
A2: Yes, the City will accept this product as an approved equal.

Q3: Has this contract been assigned a value?
A3: Estimation of $1 Million

Q4: Is there an estimated timeframe for the Notice to Proceed (NTP)?
A4: 30 days

Q5: I do not see any information regarding the manhole rehabilitation. Will additional information be released?
A5: No, the City has a separate contract for manhole rehabilitation.

Q6: Are line items 440-445 calling for CCTV on stormwater pipes?
A6: Yes, that's correct.

Q7: The unit of measure (UOM) for line items 440-445 are each (EA), should the UOM be LF?
A7: Yes, the UOM for line items 440-445 should be linear feet (LF)

Q8: Regarding line items 446-468, the size of corp stops (2") do not work for the corresponding saddles they will be inserted to.
A8: Corrections highlighted as follows:

446	1.42	4" x 3/4" saddle, 2" corp stop and 2" curb stop assembly	¾" corp stop, ¾" curb stop assembly
447	1.42	4" x 1" saddle, 2" corp stop and 2" curb stop assembly	1" corp stop, 1" curb stop assembly or smaller
448	1.42	4" x 1 1/2" saddle, 2" corp stop and 2" curb stop assembly	1 ½ " corp stop, 1 ½" curb stop assembly or smaller
449	1.42	4" x 2" saddle, 2" corp stop and 2" curb stop assembly	
450	1.42	6" x 3/4" saddle, 2" corp stop and 2" curb stop assembly	¾" corp stop, ¾" curb stop assembly
451	1.42	6" x 1" saddle, 2" corp stop and 2" curb stop assembly	1" corp stop, 1" curb stop assembly or smaller
452	1.42	6" x 1 1/2" saddle, 2" corp stop and 2" curb stop assembly	1 ½ " corp stop, 1 ½" curb stop assembly or smaller
453	1.42	6" x 2" saddle, 2" corp stop and 2" curb stop assembly	
454	1.42	8" x 3/4" saddle, 2" corp stop and 2" curb stop assembly	¾" corp stop, ¾" curb stop assembly
455	1.42	8" x 1" saddle, 2" corp stop and 2" curb stop assembly	1" corp stop, 1" curb stop assembly or smaller
456	1.42	8" x 1 1/2" saddle, 2" corp stop and 2" curb stop assembly	1 ½ " corp stop, 1 ½" curb stop assembly or smaller
457	1.42	8" x 2" saddle, 2" corp stop and 2" curb stop assembly	
458	1.42	10" x 3/4" saddle, 2" corp stop and 2" curb stop assembly	¾" corp stop, ¾" curb stop assembly
459	1.42	10" x 1" saddle, 2" corp stop and 2" curb stop assembly	1" corp stop, 1" curb stop assembly or smaller
460	1.42	10" x 1 1/2" saddle, 2" corp stop and 2" curb stop assembly	1 ½ " corp stop, 1 ½" curb stop assembly or smaller
461	1.42	10" x 2" saddle, 2" corp stop and 2" curb stop assembly	
462	1.42	12" x 3/4" saddle, 2" corp stop and 2" curb stop assembly	¾" corp stop, ¾" curb stop assembly
463	1.42	12" x 1" saddle, 2" corp stop and 2" curb stop assembly	1" corp stop, 1" curb stop assembly or smaller
464	1.42	12" x 1 1/2" saddle, 2" corp stop and 2" curb stop assembly	1 ½ " corp stop, 1 ½" curb stop assembly or smaller
465	1.42	12" x 2" saddle, 2" corp stop and 2" curb stop assembly	
466	1.42	16" x 3/4" saddle, 2" corp stop and 2" curb stop assembly	¾" corp stop, ¾" curb stop assembly
467	1.42	16" x 1" saddle, 2" corp stop and 2" curb stop assembly	1" corp stop, 1" curb stop assembly or smaller
468	1.42	16" x 1 1/2" saddle, 2" corp stop and 2" curb stop assembly	1 ½ " corp stop, 1 ½" curb stop assembly or smaller

- All other requirements, terms and conditions remain the same.
- Copies of the plans and specifications may be obtained through Onvia/DemandStar (www.demandstar.com).

CITY OF TARPON SPRINGS, FL

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

March 15, 2024

BID No. 240055-B-AS
UTILITY REHABILITATION & CONSTRUCTION SERVICES
ADDENDUM 2

The purpose of this addendum is to answer additional (final) questions and provide a Revised Bid Sheet document (attached separately).

QUESTIONS/ANSWERS

Q1: Since the Bid is online via DemandStar, and we will be submitting a copy of our Bid Bond online, do you also require us to send you the original Bid Bond?

A2: While the City reserves the right to request for the original Bid Bond, Bidders may submit a copy of their Bid Bond via DemandStar with their Bid package submission.

Q2: In Addendum 1, you corrected several Bid Items, will you provide a revised Bid Sheet?
A2: Yes, a *Revised Bid Sheet* will be uploaded to DemandStar. See the Bid Attachments.

Q3: Will the City accept Epoxytec CPP sprayliner as an equal to line item 489 – Install Urethane/Epoxy, Polyurea (Green Monster™) Lining System?
A3: Yes, the City will accept the proposed sprayliner as an equal.

Q4: How can we accurately bid line items 390-391 Manhole Rehabilitation and Spray Line without details?
A4: Line Item 390 is a header and a non-bid item, and the City will omit line item 391 – Spray Line. No value is required for either line item.

- All other requirements, terms and conditions remain the same.
- Copies of the plans and specifications may be obtained through Onvia/DemandStar (www.demandstar.com).

Utility Rehabilitation and Construction Services		240055-B-AS
Bid Sheets		
M&P = Measurement and Payment		Specs = Specifications
UOM = Unit of Measurement		LF = Linear Feet
EA = Each		SY = Square Yard
N/A = Not Applicable		SF = Square Foot
VF = Vertical Feet		CY = Cubic Yard
TN = Ton		ED = Each Day
LB = Pound		HR = Hour
FDOT = Florida Department of Transportation Specifications		Revisions in red

Item #	M&P Item #	Description	UOM	Price
1		**Restoration, includes maintaining for 30 days after completion**		
2	1.01	Seed and mulch	SY	$ -
3	1.01	Sodding - Bahia	SY	$ -
4	1.01	Sodding - St. Augustine	SY	$ -
5	1.01	Brick Street Restoration	SF	$ -
6		**Control and abatement of erosion and water pollution**		
7	1.02	Sand bagging	CY	$ -
8	1.02	Baled hay and staked	EA	$ -
9	1.02	Staked silt fence	LF	$ -
10	1.02	Filter Sock or Log	EA	$ -
11		**Earthwork and related operations**		
12	1.03	Excavation of unsuitable material - haul offsite and dispose (truck measure)	CY	$ -
13	1.03	Borrow (truck measure)	CY	$ -
14	1.03	Clear right-of-way and haul off and dispose offsite (truck measure)	CY	$ -
15		**Asphaltic concrete surface and friction courses**		
16	1.04	1-1/2" asphalt, Superpave Asphalt Base, Type B-12.5	SY	$ -
17	1.04	1" asphalt overlay, Superpave Asphalt Base, Type B-12.5	SY	$ -
18	1.04	Full depth asphalt, Superpave Asphalt Base, Type B-12.5	TN	$ -
19	1.05	Milling (not to exceed a thickness of 1")	SY	$ -
20	1.06	Crushed concrete base, 12" thick	SY	$ -
21	1.06	Crushed concrete base, 6" thick	SY	$ -
22	1.06	Asphalt Pavement Base & Base Restoration 4" Asphaltic Base	SY	$ -
23	1.06	Asphalt Surface Pavement 1" PC-3 ACSC	SY	$ -
24	1.06	Shell Driveway Base, 6" thick	CY	$ -
25	1.06	Pea Gravel Driveway	SY	$ -
26	1.07	Roadway density test	EA	$ -
27	1.08	Proctor	EA	$ -
28	1.09	Class I concrete	CY	$ -
29	1.09	Concrete, miscellaneous, reinforced (3000psi)	CY	$ -
30	1.09	Furnish and Install Structural Concrete (4000 psi)	CY	

31	1.10	Riprap (sand-cement)	CY	$	-
32	1.11	Flowable fill	CY	$	-
33	1.12	Remove and dispose of existing asphalt and concrete (truck measure)	CY	$	-
34		**Concrete sidewalk, driveways and curb elements**			
35	1.09	Concrete sidewalk or driveway 4" thick	SY	$	-
36	1.09	Concrete sidewalk or driveway 6" thick	SY	$	-
37	1.09	Type F curb & gutter	LF	$	-
38	1.09	2' valley gutter (Miami)	LF	$	-
39	1.09	Special Refill Materials - Crushed Stone	LF	$	-
40	1.09	Remove and Replace Concrete for Wall Penetrations 4" Diameter Hole	CY	$	-
41	1.09	Remove and Replace Concrete for Wall Penetrations 6" Diameter Hole	CY	$	-
42	1.09	Remove and Replace Concrete for Wall Penetrations 8" Diameter Hole	CY	$	-
43	1.09	Remove and Replace Concrete for Wall Penetrations 10" Diameter Hole	CY	$	-
44	1.09	Remove and Replace Concrete for Wall Penetrations Greater than 10 " Hole	CY	$	-
45		**Traffic control devices**			
46	1.13	Barricade type I or II, with warning light	ED	$	-
47	1.13	Barricade type III, with warning light	ED	$	-
48	1.13	Temporary Pavement for Maintenance of Vehicular Traffic (Install & Remove)	CY	$	-
49	1.13	Temporary Pavement for Maintenance of Pedestrian Traffic (Install & Remove)	CY	$	-
50	1.13	Temporary Curb (Includes Paint & Delineators)	LF	$	-
51	1.13	Temporary Vehicle Impact Attenuators	ED	$	-
52	1.13	Temporary Concrete Barrier Wall (including mounted lights - Type C Steady Burn)	LF	$	-
53	1.13	Signs, construction	ED	$	-
54	1.13	Arrow boards - 5' minimum horizontal size	ED	$	-
55	1.13	Traffic cones	ED	$	-
56	1.13	Flagger person	HR	$	-
57	1.13	Off Duty Law Enforcement Officer	HR	$	-
58	1.13	Temporary Striping - solid or 6" - 10" skip single yellow or white stripe	LF	$	-
59	1.13	Thermoplastic striping -- solid or 6" - 10" skip single yellow or white stripe	LF	$	-
60	1.13	Raised pavement marker	EA	$	-
61	1.14	MOT Multi-Lane (FDOT Index 102 613)	ED	$	-
62	1.14	MOT Multi-Lane (FDOT Index 102 614)	ED	$	-
63	1.14	MOT Multi-Lane (FDOT Index 102 615)	ED	$	-
64	1.14	MOT Multi-Lane (FDOT Index 102 616)	ED	$	-
65	1.14	MOT Multi-Lane (FDOT Index 102 617)	ED	$	-
66		**Cross drains and side drains - replacement**			
67	1.15	18" concrete pipe round	LF	$	-
68	1.15	18" concrete pipe eliptical	LF	$	-
69	1.15	18" corrugated metal pipe round	LF	$	-
70	1.15	24" concrete pipe round	LF	$	-
71	1.15	24" concrete pipe eliptical	LF	$	-
72	1.15	24" corrugated metal pipe round	LF	$	-
73	1.15	30" concrete pipe round	LF	$	-
74	1.15	30" concrete pipe eliptical	LF	$	

75	1.15	30" corrugated metal pipe round	LF	$ -
76	1.15	36" concrete pipe round	LF	$ -
77	1.15	36" concrete pipe eliptical	LF	$ -
78	1.15	36" corrugated metal pipe round	LF	$ -
79		**PVC C900 SDR 25, for force mains, 0' - 6' depth**		
80	1.16	3" SDR 25, PVC	LF	$ -
81	1.16	4" SDR 25, PVC	LF	$ -
82	1.16	6" SDR 25, PVC	LF	$ -
83	1.16	8" SDR 25, PVC	LF	$ -
84	1.16	10" SDR 25, PVC	LF	$ -
85	1.16	12" SDR 25, PVC	LF	$ -
86		**PVC C905 SDR 25, for force mains, 0' - 6' depth**		
87	1.16	16" SDR 25, PVC	LF	$ -
88	1.16	18" SDR 25, PVC	LF	$ -
89	1.16	20" SDR 25, PVC	LF	$ -
90	1.16	24" SDR 25, PVC	LF	$ -
91	1.16	30" SDR 25, PVC	LF	$ -
92	1.16	36" SDR 25, PVC	LF	$ -
93		**PVC, C900 DR 18, for water & reclaimed water mains, 0' - 6' depth**		
94	1.16	3" C900 DR 18 PVC-BLUE	LF	$ -
95	1.16	3" C900 DR 18 PVC-PURPLE	LF	$ -
96	1.16	4" C900 DR 18 PVC-BLUE	LF	$ -
97	1.16	4" C900 DR 18 PVC-PURPLE	LF	$ -
98	1.16	6" C900 DR 18 PVC-BLUE	LF	$ -
99	1.16	6" C900 DR 18 PVC-PURPLE	LF	$ -
100	1.16	8" C900 DR 18 PVC-BLUE	LF	$ -
101	1.16	8" C900 DR 18 PVC-PURPLE	LF	$ -
102	1.16	10" C900 DR 18 PVC-BLUE	LF	$ -
103	1.16	10" C900 DR 18 PVC-PURPLE	LF	$ -
104	1.16	12" C900 DR 18 PVC-BLUE	LF	$ -
105	1.16	12" C900 DR 18 PVC-PURPLE	LF	$ -
106		**PVC, C905 DR 25, for water & reclaimed water mains, 0' - 6' depth**		
107	1.16	16" C905 DR 25 PVC-BLUE	LF	$ -
108	1.16	16" C905 DR 25 PVC-PURPLE	LF	$ -
109	1.16	18" C905 DR 25 PVC-BLUE	LF	$ -
110	1.16	18" C905 DR 25 PVC-PURPLE	LF	$ -
111	1.16	20" C905 DR 25 PVC-BLUE	LF	$ -
112	1.16	20" C905 DR 25 PVC-PURPLE	LF	$ -
113	1.16	24" C905 DR 25 PVC-BLUE	LF	$ -
114	1.16	24" C905 DR 25 PVC-PURPLE	LF	$ -
115	1.16	30" C905 DR 25 PVC-BLUE	LF	$ -
116	1.16	30" C905 DR 25 PVC-PURPLE	LF	$ -
117	1.16	36" C905 DR 25 PVC-BLUE	LF	$ -
118	1.16	36" C905 DR 25 PVC-PURPLE	LF	$

119		**PVC, Schedule 80 - Grey, in accordance with ASTM D 1785**		
120	1.16	PVC, Schedule 80, Grey 2"	LF	$ -
121	1.16	PVC, Schedule 80, Grey 3"	LF	$ -
122	1.16	PVC, Schedule 80, Grey 4"	LF	$ -
123	1.16	PVC, Schedule 80, Grey 5"	LF	$ -
124	1.16	PVC, Schedule 80, Grey 6"	LF	$ -
125	1.16	PVC, Schedule 80, Grey 8"	LF	$ -
126	1.16	PVC, Schedule 80, Grey 10"	LF	$ -
127	1.16	PVC, Schedule 80, Grey 12"	LF	$ -
128		**HDPE, C901 per AWWA Specifications**		
129	1.17	HDPE, DIPS DR9 2"	LF	$ -
130	1.17	HDPE, DIPS DR11 3"	LF	$ -
131	1.17	HDPE, DIPS DR11 4"	LF	$ -
132	1.17	HDPE, DIPS DR11 5"	LF	$ -
133	1.17	HDPE, DIPS DR11 6"	LF	$ -
134	1.17	HDPE, DIPS DR11 8"	LF	$ -
135	1.17	HDPE, DIPS DR11 10"	LF	$ -
136	1.17	HDPE, DIPS DR11 12"	LF	$ -
137		**Ductile iron pipe, 0' - 6' depth**	LF	$ -
138	1.18	3" DIP, pressure class 350	LF	$ -
139	1.18	4" DIP, pressure class 350	LF	$ -
140	1.18	6" DIP, pressure class 350	LF	$ -
141	1.18	8" DIP, pressure class 350	LF	$ -
142	1.18	10" DIP, pressure class 350	LF	$ -
143	1.18	12" DIP, pressure class 350	LF	$ -
144	1.18	16" DIP, pressure class 350	LF	$ -
145	1.18	20" DIP, pressure class 350	LF	$ -
146	1.18	24" DIP, pressure class 350	LF	$ -
147		**C110 full body mechanical joint or flanged fittings without accessories**		
148	1.19	Miscellaneous MJ fittings for all C110 MJ fittings	LB	$ -
149		**C153 mechanical joint fittings or flanged without accessories**		
150	1.19	Miscellaneous MJ fittings for all C153 MJ fittings	LB	$ -
151		**Gate valve and box, resilient seated**		
152	1.20	2" gate valve and box	EA	$ -
153	1.20	3" gate valve and box	EA	$ -
154	1.20	4" gate valve and box	EA	$ -
155	1.20	6" gate valve and box	EA	$ -
156	1.20	8" gate valve and box	EA	$ -
157	1.20	10" gate valve and box	EA	$ -
158	1.20	12" gate valve and box	EA	$ -
159	1.20	16" gate valve and box	EA	$ -
160	1.20	18" gate valve and box	EA	$ -
161	1.20	20" gate valve and box	EA	$ -
162	1.20	24" gate valve and box	EA	$ -

163		**Butterfly valve and box**		
164	1.20	12" butterfly valve and box	EA	$ -
165	1.20	16" butterfly valve and box	EA	$ -
166	1.20	18" butterfly valve and box	EA	$ -
167	1.20	20" butterfly valve and box	EA	$ -
168	1.20	24" butterfly valve and box	EA	$ -
169	1.20	30" butterfly valve and box	EA	$ -
170	1.20	36" butterfly valve and box	EA	$ -
171	1.20	42" butterfly valve and box	EA	$ -
172		**Plug valve and box**		
173	1.20	2" plug valve and box	EA	$ -
174	1.20	3" plug valve and box	EA	$ -
175	1.20	4" plug valve and box	EA	$ -
176	1.20	6" plug valve and box	EA	$ -
177	1.20	8" plug valve and box	EA	$ -
178	1.20	10" plug valve and box	EA	$ -
179	1.20	12" plug valve and box	EA	$ -
180	1.20	16" plug valve and box	EA	$ -
181	1.20	18" plug valve and box	EA	$ -
182	1.20	20" plug valve and box	EA	$ -
183	1.20	24" plug valve and box	EA	$ -
184	1.20	30" plug valve and box	EA	$ -
185	1.20	36" plug valve and box	EA	$ -
186		**OS&Y valve**		
187	1.20	4"	EA	$ -
188	1.20	6"	EA	$ -
189	1.20	8"	EA	$ -
190	1.20	10"	EA	$ -
191	1.20	12"	EA	$ -
192	1.20	16"	EA	$ -
193	1.20	18"	EA	$ -
194	1.20	20"	EA	$ -
195	1.20	24"	EA	$ -
196		**Directional boring**		
197	1.21	2" DR9 HDPE DIPS, roadway undercrossing	LF	$ -
198	1.21	3" DR9 HDPE DIPS, roadway undercrossing	LF	$ -
199	1.21	4" DR11 HDPE DIPS, roadway undercrossing	LF	$ -
200	1.21	6" DR11 HDPE DIPS, roadway undercrossing	LF	$ -
201	1.21	8" DR11 HDPE DIPS, roadway undercrossing	LF	$ -
202	1.21	10" DR11 HDPE DIPS, roadway undercrossing	LF	$ -
203	1.21	12" DR11 HDPE DIPS, roadway undercrossing	LF	$ -
204		**Water main blowoff assembly**		
205	1.22	Permanent 2" blowoff assembly and box	EA	$ -
206	1.22	2" Autoflush blowoff assembly	EA	$ -

207	1.22	4" Autoflush blowoff assembly	EA	$	-
208		**Fire hydrant and valve assembly**			
209	1.23	Fire hydrant and valve assembly	EA	$	-
210		**Thrust block**			
211	1.24	Cast-in-place thrust block	CY	$	-
212	1.24	Pre-cast thrust block	EA	$	-
213		**Restrained joint devices, bell restraint, for ductile iron pipe or PVC**			
214	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 3"	EA	$	-
215	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 4"	EA	$	-
216	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 6"	EA	$	-
217	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 8"	EA	$	-
218	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 10"	EA	$	-
219	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 12"	EA	$	-
220	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 16"	EA	$	-
221	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 18"	EA	$	-
222	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 20"	EA	$	-
223	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 24"	EA	$	-
224	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 30"	EA	$	-
225	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 36"	EA	$	-
226	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 42"	EA	$	-
227		**Restrained joint devices, fitting restraint, for ductile iron pipe or PVC**			
228	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 3"	EA	$	-
229	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 4"	EA	$	-
230	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 6"	EA	$	-
231	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 8"	EA	$	-
232	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 10"	EA	$	-
233	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 12"	EA	$	-
234	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 16"	EA	$	-
235	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 20"	EA	$	-
236	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 24"	EA	$	-
237	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 30"	EA	$	-
238	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 36"	EA	$	-
239	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 42"	EA	$	-
240		**Tapping sleeve and valve and line stops**			
241	1.26	Tapping sleeve and valve 6" x 4"	EA	$	-
242	1.26	Tapping sleeve and valve 8" x 4"	EA	$	-
243	1.26	Tapping sleeve and valve 8" x 6"	EA	$	-
244	1.26	Tapping sleeve and valve 12" x 8"	EA	$	-
245	1.26	Tapping sleeve and valve 14" x 8"	EA	$	-
246	1.26	Tapping sleeve and valve 16" x 8"	EA	$	-
247	1.26	Tapping sleeve and valve 16" x 12"	EA	$	-
248	1.26	Tapping sleeve and valve 20" x 8"	EA	$	-
249	1.26	Tapping sleeve and valve 20" x 12"	EA	$	-
250	1.26	Tapping sleeve and valve 24" x 8"	EA	$	-

251	1.26	Tapping sleeve and valve 24" x 12"	EA	$	-
252	1.26	Tapping sleeve and valve 24" x 16"	EA	$	-
253	1.26	Tapping sleeve and valve 24" x 20"	EA	$	-
254	1.26	3" line stop, temporary, up to 2 days use	EA	$	-
255	1.26	4" line stop, temporary, up to 2 days use	EA	$	-
256	1.26	6" line stop, temporary, up to 2 days use	EA	$	-
257	1.26	8" line stop, temporary, up to 2 days use	EA	$	-
258	1.26	10" line stop, temporary, up to 2 days use	EA	$	-
259	1.26	12" line stop, temporary, up to 2 days use	EA	$	-
260	1.26	16" line stop, temporary, up to 2 days use	EA	$	-
261	1.26	18" line stop, temporary, up to 2 days use	EA	$	-
262	1.26	20" line stop, temporary, up to 2 days use	EA	$	-
263	1.26	24" line stop, temporary, up to 2 days use	EA	$	-
264	1.26	30" line stop, temporary, up to 2 days use	EA	$	-
265	1.26	36" line stop, temporary, up to 2 days use	EA	$	-
266	1.26	42" line stop, temporary, up to 2 days use	EA	$	-
267		**Initial repair excavation, for the first 25 feet of excavation at the following pipe depths (includes mobilization)**			
268	1.27	3" line stop, permanent	EA	$	-
269	1.27	4" line stop, permanent	EA	$	-
270	1.27	6" line stop, permanent	EA	$	-
271	1.27	8" line stop, permanent	EA	$	-
272	1.27	10" line stop, permanent	EA	$	-
273	1.27	12" line stop, permanent	EA	$	-
274	1.27	16" line stop, permanent	EA	$	-
275	1.27	18" line stop, permanent	EA	$	-
276	1.27	20" line stop, permanent	EA	$	-
277	1.27	24" line stop, permanent	EA	$	-
278	1.27	30" linestop, permanent	EA	$	-
279	1.27	36" line stop, permanent	EA	$	-
280	1.27	42" line stop, permanent	EA	$	-
281	1.27	0'- up to 6' depth	EA	$	-
282	1.27	over 6' - up to 8' depth	EA	$	-
283	1.27	over 8' - up to 10' depth	EA	$	-
284	1.27	over 10' - up to 12' depth	EA	$	-
285	1.27	over 12' - up to 14' depth	EA	$	-
286	1.27	over 14' - up to 16' depth	EA	$	-
287	1.27	over 16' - up to 18' depth	EA	$	-
288	1.27	over 18' - up to 20' depth	EA	$	-
289		**Additonal repair excavation, per foot in excess of 25 feet at the following pipe depths to be paid for under separate pay items**			
290	1.28	0'- up to 6' depth	LF	$	-
291	1.28	over 6' - up to 8' depth	LF	$	-
292	1.28	over 8' - up to 10' depth	LF	$	

293	1.28	over 10' - up to 12' depth	LF	$	-
294	1.28	over 12' - up to 14' depth	LF	$	-
295	1.28	over 14' - up to 16' depth	LF	$	-
296	1.28	over 16' - up to 18' depth	LF	$	-
297	1.28	over 18' - up to 20' depth	LF	$	-
298		**Sheeting**			
299	1.29	Sheeting - left in place	SF	$	-
300	1.30	Sheeting - Removed	SF	$	-
301		**Dewatering**			
302	**1.31**	**Fuel included for well point pumps**			
303	1.31	Well point pump - Initial, 0' - 6' depth (up to 12 well points)	EA	$	-
304	1.31	Well point pump - Initial, 6' - 8' depth (up to 12 well points)	EA	$	-
305	1.31	Well point pump - Initial, 8' - 10' depth (up to 12 well points)	EA	$	-
306	1.31	Well point pump - Initial, 10' - 12' depth (up to 12 well points)	EA	$	-
307	1.31	Well point pump - Initial, 12' - 14' depth (up to 12 well points)	EA	$	-
308	1.31	Well point pump - Initial, 14' - 16' depth (up to 12 well points)	EA	$	-
309	1.31	Well point pump - Initial, 16' - 18' depth (up to 12 well points)	EA	$	-
310	1.31	Well point pump - Initial, 18' - 20' depth (up to 12 well points)	EA	$	-
311	1.31	Well point pump - Additional, 0' - 6' depth (per well point)	EA	$	-
312	1.31	Well point pump - Additioanl 6' - 8' depth (per well point)	EA	$	-
313	1.31	Well point pump - Additional 8' - 10' depth (per well point)	EA	$	-
314	1.31	Well point pump - Additional 10' - 12' depth (per well point)	EA	$	-
315	1.31	Well point pump - Additional 12' - 14' depth (per well point)	EA	$	-
316	1.31	Well point pump - Additional 14' - 16' depth (per well point)	EA	$	-
317	1.31	Well point pump - Additional 16' - 18' depth (per well point)	EA	$	-
318	1.31	Well point pump - Additional 18' - 20' depth (per well point)	EA	$	-
319		**Bypass pumping of sewers, equipment set up and operation (backup pumps are paid for separately as additional pumps) Fuel included for bypass pumps**			
320	1.32	Bypass pump 3" discharge	EA	$	-
321	1.32	Bypass pump 4" discharge	EA	$	-
322	1.32	Bypass pump 6" discharge	EA	$	-
323	1.32	Bypass pump 8" discharge	EA	$	-
324	1.32	Bypass pump 10" discharge	EA	$	-
325	1.32	Operation of bypass pumping	ED	$	-
326		**Gravity sewer pipe C900 DR18 (Green) service pipe**			
327	1.33	Slip Line: LIP 8"	LF	$	-
328	1.33	Slip Line: LIP 10"	LF	$	-
329	1.33	Slip Line: LIP 12"	LF	$	-
330	1.33	Slip Line: LIP 16"	LF	$	-
331	1.33	3" C900 DR18 (Green) service pipe	LF	$	-
332	1.33	4" C900 DR18 (Green) service pipe	LF	$	-
333	1.33	6" C900 DR18 (Green) service pipe	LF	$	-
334	1.33	8" C900 DR18 (Green) service pipe	LF	$	-
335	1.33	10" C900 DR18 (Green) service pipe	LF	$	-

336	1.33	12" C900 DR18 (Green) service pipe	LF	$	-
337	1.33	15" C900 DR18 (Green) service pipe	LF	$	-
338	1.33	18" C900 DR18 (Green) service pipe	LF	$	-
339	1.33	20" C900 DR18 (Green) service pipe	LF	$	-
340	1.33	24" C900 DR18 (Green) service pipe	LF	$	-
341	1.33	30" C900 DR18 (Green) service pipe	LF	$	-
342		**Gravity sewer pipe - Ductile Iron**			
343	1.34	3" Ductile Iron Pipe	LF	$	-
344	1.34	4" Ductile Iron Pipe	LF	$	-
345	1.34	6" Ductile Iron Pipe	LF	$	-
346	1.34	8" Ductile Iron Pipe	LF	$	-
347	1.34	10" Ductile Iron Pipe	LF	$	-
348	1.34	12" Ductile Iron Pipe	LF	$	-
349	1.34	15" Ductile Iron Pipe	LF	$	-
350	1.34	18" Ductile Iron Pipe	LF	$	-
351	1.34	20" Ductile Iron Pipe	LF	$	-
352	1.34	24" Ductile Iron Pipe	LF	$	-
353	1.34	30" Ductile Iron Pipe	LF	$	-
354		**Sewer plugs**			
355	1.35	Up to 8" plug	EA	$	-
356	1.35	10" - 15" plug	EA	$	-
357	1.35	18" - 21" plug	EA	$	-
358	1.35	24" - 36" plug	EA	$	-
359		**Gravity sewer pipe fittings**			
360	1.35	6 " x 6" x 6" C900 PVC wye	EA	$	-
361	1.35	8" x 8" x 6" C900 PVC wye	EA	$	-
362	1.35	10 " x 10" x 6" C900 PVC wye	EA	$	-
363	1.35	12" x 12" x 6" C900 PVC wye	EA	$	-
364	1.35	15 " x 15" 6" C900 PVC wye	EA	$	-
365	1.35	18" x 18" 6" C900 PVC wye	EA	$	-
366	1.35	6" clean out assembly	EA	$	-
367		**Remove existing manhole**			
368	1.36	4' diameter manhole up to 6'	EA	$	-
369	1.36	4' diameter manhole over 6' - up to 8' depth	EA	$	-
370	1.36	4' diameter manhole over 8' - up to 10' depth	EA	$	-
371	1.36	4' diameter manhole over 10' - up to 12' depth	EA	$	-
372	1.36	4' diameter manhole over 12' - up to 14' depth	EA	$	-
373	1.36	4' diameter manhole over 14' - up to 16' depth	EA	$	-
374	1.36	4' diameter manhole over 16' - up to 18' depth	EA	$	-
375	1.36	4' diameter manhole over 18' - up to 20' depth	EA	$	-
376	1.36	5' diameter manhole up to 6'	EA	$	-
377	1.36	5' diameter manhole over 6' - up to 8' depth	EA	$	-
378	1.36	5' diameter manhole over 8' - up to 10' depth	EA	$	-
379	1.36	5' diameter manhole over 10' - up to 12' depth	EA	$	

380	1.36	5' diameter manhole over 12' - up to 14' depth	EA	$	-
381	1.36	5' diameter manhole over 14' - up to 16' depth	EA	$	-
382	1.36	5' diameter manhole over 16' - up to 18' depth	EA	$	-
383	1.36	5' diameter manhole over 18' - up to 20' depth	EA	$	-
384	1.36	6' diameter manhole over 8' - up to 10' depth	EA	$	-
385	1.36	6' diameter manhole over 10' - up to 12' depth	EA	$	-
386	1.36	6' diameter manhole over 12' - up to 14' depth	EA	$	-
387	1.36	6' diameter manhole over 14' - up to 16' depth	EA	$	-
388	1.36	6' diameter manhole over 16' - up to 18' depth	EA	$	-
389	1.36	6' diameter manhole over 18' - up to 20' depth	EA	$	-
390		**Manhole Rehabilititation**			
391	1.36	Spray line	VF		No Bid
392		**Adjustment of manhole ring and cover (+/-) 1'**			
393	1.36	Adjust manhole ring and cover	EA	$	-
394		**Manhole drop connection - outside**			
395	1.37	8" main, 2' - up to 4' (vertical) drop	EA	$	-
396	1.37	8" main, over 4' - up to 6' (vertical) drop	EA	$	-
397		**Manhole drop connection - inside (gravity or force main)**			
398	1.38	Connect to existing manhole with inside PVC drop connection 4"	EA	$	-
399	1.38	Connect to existing manhole with inside PVC drop connection 6'	EA	$	-
400	1.38	Connect to existing manhole with inside PVC drop connection 8"	EA	$	-
401	1.38	Connect to existing manhole with inside PVC drop connection 10"	EA	$	-
402	1.38	Connect to existing manhole with inside PVC drop connection 12"	EA	$	-
403		**Removal of existing pipelines - nonhazardous**			
404	1.39	2" through 4" diameter pipe	LF	$	-
405	1.39	6" through 8" diameter pipe	LF	$	-
406	1.39	10" through 12" diameter pipe	LF	$	-
407	1.39	15" through 20" diameter pipe	LF	$	-
408	1.39	24" through 42" diameter pipe	LF	$	-
409		**Grouting and abandonment of existing pipeline**			
410	1.40	2" through 4" diameter pipe	LF	$	-
411	1.40	6" through 8" diameter pipe	LF	$	-
412	1.40	10" through 12" diameter pipe	LF	$	-
413	1.40	15" through 20" diameter pipe	LF	$	-
414	1.40	24" through 30" diameter pipe	LF	$	-
415	1.40	36" diameter pipe and larger	LF	$	-
416		**Install new precast manholes, including ring, cover and associated appurtenances**			
417	1.41	4' diameter manhole up to 6'	EA	$	-
418	1.41	4' diameter manhole over 6' - up to 8' depth	EA	$	-
419	1.41	4' diameter manhole over 8' - up to 10' depth	EA	$	-
420	1.41	4' diameter manhole over 10' - up to 12' depth	EA	$	-
421	1.41	4' diameter manhole over 12' - up to 14' depth	EA	$	-
422	1.41	4' diameter manhole over 14' - up to 16' depth	EA	$	-

423	1.41	4' diameter manhole over 16' - up to 18' depth	EA	$	-
424	1.41	4' diameter manhole over 18' - up to 20' depth	EA	$	-
425	1.41	5' diameter manhole up to 6'	EA	$	-
426	1.41	5' diameter manhole over 6' - up to 8' Depth	EA	$	-
427	1.41	5' diameter manhole over 8' - up to 10' depth	EA	$	-
428	1.41	5' diameter manhole over 10' - up to 12' depth	EA	$	-
429	1.41	5' diameter manhole over 12' - up to 14' depth	EA	$	-
430	1.41	5' diameter manhole over 14' - up to 16' depth	EA	$	-
431	1.41	5' diameter manhole over 16' - up to 18' depth	EA	$	-
432	1.41	5' diameter manhole over 18' - up to 20' depth	EA	$	-
433	1.41	6' diameter manhole over 8' - up to 10' depth	EA	$	-
434	1.41	6' diameter manhole over 10' - up to 12' depth	EA	$	-
435	1.41	6' diameter manhole over 12' - up to 14' depth	EA	$	-
436	1.41	6' diameter manhole over 14' - up to 16' depth	EA	$	-
437	1.41	6' diameter manhole over 16' - up to 18' depth	EA	$	-
438	1.41	6' diameter manhole over 18' - up to 20' depth	EA	$	-
439		**Water services**			
440	1.42	CCTV 12" pipe	LF	$	-
441	1.42	CCTV 16" pipe	LF	$	-
442	1.42	CCTV 20" pipe	LF	$	-
443	1.42	CCTV 24" pipe	LF	$	-
444	1.42	CCTV 30" pipe	LF	$	-
445	1.42	CCTV 36" pipe	LF	$	-
446	1.42	4" x 3/4" saddle, 3/4" corp stop and 3/4" curb stop assembly	EA	$	-
447	1.42	4" x 1" saddle, 1" corp stop and 1" curb stop assembly or smaller	EA	$	-
448	1.42	4" x 1 1/2" saddle, 1 1/2" corp stop and 1 1/2" curb stop assembly or smaller	EA	$	-
449	1.42	4" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	-
450	1.42	6" x 3/4" saddle, 3/4" corp stop and 3/4" curb stop assembly	EA	$	-
451	1.42	6" x 1" saddle, 1" corp stop and 1" curb stop assembly or smaller	EA	$	-
452	1.42	6" x 1 1/2" saddle, 1 1/2" corp stop and 1 1/2" curb stop assembly or smaller	EA	$	-
453	1.42	6" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	-
454	1.42	8" x 3/4" saddle, 3/4" corp stop and 3/4" curb stop assembly	EA	$	-
455	1.42	8" x 1" saddle, 1" corp stop and 1" curb stop assembly or smaller	EA	$	-
456	1.42	8" x 1 1/2" saddle, 1 1/2" corp stop and 1 1/2" curb stop assembly or smaller	EA	$	-
457	1.42	8" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	-
458	1.42	10" x 3/4" saddle, 3/4" corp stop and 3/4" curb stop assembly	EA	$	-
459	1.42	10" x 1" saddle, 1" corp stop and 1" curb stop assembly or smaller	EA	$	-
460	1.42	10" x 1 1/2" saddle, 1 1/2" corp stop and 1 1/2" curb stop assembly or smaller	EA	$	-
461	1.42	10" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	-
462	1.42	12" x 3/4" saddle, 3/4" corp stop and 3/4" curb stop assembly	EA	$	-
463	1.42	12" x 1" saddle, 1" corp stop and 1" curb stop assembly or smaller	EA	$	-
464	1.42	12" x 1 1/2" saddle, 1 1/2" corp stop and 1 1/2" curb stop assembly or smaller	EA	$	-
465	1.42	12" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	-

466	1.42	16" x 3/4" saddle, 3/4" corp stop and 3/4" curb stop assembly	EA	$	-
467	1.42	16" x 1" saddle, 1" corp stop and 1" curb stop assembly or smaller	EA	$	-
468	1.42	16" x 1 1/2" saddle, 1 1/2" corp stop and 1 1/2" curb stop assembly or smaller	EA	$	-
469	1.42	16" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	-
470	1.42	20" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	-
471	1.42	24" x 2" saddle, 2"corp stop and 2" curb stop assembly	EA	$	-
472	1.42	2" blue PE tubing, installation	LF	$	-
473	1.42	2" blue PE tubing, additional tubing above ground	LF	$	-
474	1.42	1 1/2" blue PE tubing, meter connection	LF	$	-
475	1.42	1 1/2" blue PE tubing, additional tubing above ground	LF	$	-
476	1.42	1" blue PE tubing, meter connection	LF	$	-
477	1.42	1" blue PE tubing, additional tubing above ground	LF	$	-
478	1.42	3/4" blue PE tubing, meter connection	LF	$	-
479	1.42	3/4" blue PE tubing, additional tubing above ground	LF	$	-
480	1.42	3/4" Brass (Ford) Curb Stop, (Meter X CTS)	EA	$	-
481	1.42	1" Brass (Ford) Curb Stop, (Meter X CTS)	EA	$	-
482	1.42	1 1/2" Brass (Ford) Curb Stop, (Meter X CTS)	EA	$	-
483	1.42	2" x 3/4" meter connection - single service line and meter box	EA	$	-
484		**Lining and Sheeting**			
485	1.43	Furnish and Install Fiberglass Liner With Top and Grout	SF	$	-
486	1.43	Install Polymorphic Resin (I.E.T.) Liner Systems	SF	$	-
487	1.43	Install 100% Calcium Aluminate (Sewper CoatTM) Lining System (minimum 1" thickness)	SF	$	-
488	1.43	Install SpectraShieldTM Lining System	SF	$	-
489	1.43	Install Urethane/ Epoxy, Polyurea (Green MonsterTM) Lining System	SF	$	-
490	1.43	Furnish and Install Wet Well Draw Tube	VF	$	-
491	1.43	Furnish, Install and Remove Temporary Sheeting	SF	$	-
492	1.43	Furnish and Install Permanent Sheeting	SF	$	-
493		**Sewer Pipe TV Inspections**			
494	1.44	Sewer main cleaning and TV inspection (8-inch through 12-inch)	LF	$	-
495	1.44	Sewer main cleaning and TV inspection (15-inch through 21-inch)	LF	$	-
496	1.44	Sewer main cleaning and TV inspection (21-inch through 24-inch)	LF	$	-
497	1.44	Sewer Lateral TV inspection from main w/ P&T Camera (up to 30 feet)	LF	$	-
498	1.44	Sewer Lateral TV inspection from main (beyond 30 feet)	LF	$	-
499	1.44	Sewer Lateral TV inspection from cleanout w/P&T Camera (up to 30 feet)	LF	$	-
500	1.44	Sewer Lateral TV inspection from cleanout (beyond 30 feet)	LF	$	-
501		**Sewer Cleanout Installations**			
502	1.45	Cleanout installation in grass area (up to 5 feet in depth)	LF	$	-
503	1.45	Cleanout installation in asphalt area (up to 5 feet in depth)	LF	$	-
504	1.45	Cleanout installation in concrete area (up to 5 feet in depth)	LF	$	-
505	1.45	Cleanout installation (beyond 5 feet in depth)	LF	$	-
506	1.45	Work in rear-yard easement (items listed above)	LF	$	-
507		**Sewer Pipe Laterals**			

508	1.46	Lateral Pipe Grouting, to facilitate proper lateral liner installation.	LF	$	-
509	1.46	Lateral Pipe Testing. (10% of installations)	LF	$	-
510	1.46	Mechanical Root or Grease Removal (10-inch and smaller)	LF	$	-
511	1.46	Mechanical Tuberculation Removal (10-inch or smaller)	LF	$	-
512	1.46	Bypass pumping (8-inch and 10-inch sewer)	LF	$	-
513	1.46	Bypass pumping (12-inch and 15-inch sewer)	LF	$	-
514	1.46	Bypass pumping (18-inch and 24-inch sewer)	LF	$	-
515		**Miscellaneous**			
516	1.47	Emergency work premium	HR	$	-

Vendor Name

CITY OF TARPON SPRINGS, FL

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

March 18, 2024

BID No. 240055-B-AS
UTILITY REHABILITATION & CONSTRUCTION SERVICES
ADDENDUM 3

The purpose of this addendum is to advise that the Bid Bond in the Bid Document (page 51) is missing the signature and witness portion on the second page (52). A Revised Bid Bond is attached separately and should be used in lieu of the original Bid Bond in the Bid Document.

The Bid closing due date was also changed:

FROM: March 26, 2024
TO: March 28, 2024

- All other requirements, terms and conditions remain the same.
- Copies of the plans and specifications may be obtained through Onvia/DemandStar (www.demandstar.com).

Bid Bond

STATE OF FLORIDA
COUNTY OF PINELLAS

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Name and Address of Company)

(hereinafter called "Principal") and _____(hereinafter called "Surety") are held and firmly bound unto the City of Tarpon Springs, Florida (hereinafter called "City") in the sum of:

_____ Dollars ($_____)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents:

WHEREAS, the "Principal": contemplates submitting or has submitted a Bid to the City of Tarpon Springs, Florida, for

UTILITY REHABILITATION AND CONSTRUCTION SERVICES
Bid No. 240055-B-AS

WHEREAS, it was a condition precedent to the submission of said Bid that a certified check, cashier's check or Bid Bond in the amount of $20,000 be submitted with said Bid as a guarantee that the Bidder would, if awarded the contract, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Public Construction Bond in an amount equal to one hundred percent (100%) of the bid for the performance of said contract, within ten (10) consecutive calendar days after written Notice of Award of the contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the bid and the "Principal" herein be accepted and said "Principal" within ten (10) consecutive calendar days after written Notice of Award, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Public Construction Bond in an amount equal to one hundred percent (100%) of the Bid, satisfactory to the City of Tarpon Springs, Florida, then this obligation shall be void; otherwise,

IN WITNESS THEREOF, the said

_____
(Name of Company)

as "Principal" herein, has caused these presents to be signed in its name by its _____ under its corporate seal, and the said _____ as "Surety" herein, has caused these presents to be signed in its name by its _____under its corporate seal, the _____ day of _____ , 202__.

NAME OF COMPANY: _____

By: _____
(Signature)

_____
(Please Print or Type Name)

_____
(Title)

SEAL

ATTEST: _____
(Signature)

_____
Surety Name

_____
Attorney-in-Fact

CITY OF TARPON SPRINGS, FL

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

March 22, 2024

BID No. 240055-B-AS
UTILITY REHABILITATION & CONSTRUCTION SERVICES
ADDENDUM 4

The purpose of this addendum is to advise that Line-Item Nos. 268-280 on the Bid Sheets should read "temporary line stop," and

The Bid closing due date was changed:

FROM: March 28, 2024
TO: April 02, 2024

- All other requirements, terms and conditions remain the same.
- Copies of the plans and specifications may be obtained through Onvia/DemandStar (www.demandstar.com).

CITY OF TARPON SPRINGS, FL

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

March 22, 2024

BID No. 240055-B-AS
UTILITY REHABILITATION & CONSTRUCTION SERVICES
ADDENDUM 5

The purpose of this addendum is to advise that the revised Line-Item Nos. 268-280 (temporary line stops) are duplicate Line-Items to Nos. 254-266 on the Bid Sheets and should not be priced twice. Please enter a $0.00 amount or "no bid" for Line-Item Nos. 268-280 on your Bid submission to provide an accurate total.

Note: Any additional questions may or may not be answered before the bid closing due date of 3 p.m. on April 02, 2024.

- All other requirements, terms and conditions remain the same.
- Copies of the plans and specifications may be obtained through Onvia/DemandStar (www.demandstar.com).

U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/ppi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.
At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year and may be adjusted thereafter as outlined in the previous paragraph.

No fuel surcharges will be accepted.

BID FORMS

BID No. 240055-B-AS

Submittal Checklist

IMPORTANT
BID DOCUMENTS TO BE RETURNED

The following forms must be completed and submitted with your bid:

✓	**Bid Form**
✓	**Bid Sheets**
✓	**Bid Bond**
✓	**Reference Form**
✓	**Drug Free Workplace Form**

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BID FORM

UTILITY REHABILITATION AND CONSTRUCTION SERVICES

BIDDER Rowland DE LLC

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to provide all Services specified and in accordance with the other terms and conditions of the Contract Documents.

This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening.

1. In submitting this Bid, Bidder represents that:

   a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

Date	Number	Date	Number
3/12/24	#1	3/22/24	#5
3/15/24	#2		
3/18/24	#3		
3/22/24	#4		

   b. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

   c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

   d. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.

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e. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.

f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

g. Bidder will complete the Work in accordance with the Contract Documents for the unit prices shown on the Electronic Bid Sheets. Electronic Bid Sheets to be submitted with bid in Excel format on a flash drive as well as a printed hard copy.

TOTAL OF A QUANTITY OF ONE (1) FOR EACH BID ITEM FROM ELECTRONIC BID SHEETS (HARD COPY OF ELECTRONIC BID SHEETS TO BE INCLUDED WITH BID:

Two Million, four hundred eleven thousand, five hundred eighty five dollars and twenty five cents / $ 2,411,585.25

(Words) (Numbers)

h. Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with Florida Trench Safety Act (90-96, laws of Florida) effective October 1, 1990.

Bidder: Rowland De LLC Date: April 2, 2024

Address: 6855 102nd Ave. North

City: Pinellas Park State: FL Zip: 33782

Phone No.: 727-545-3815 Fax No: 727-546-8464

Email: Kevin@Rowland-inc.com

Kevin Rowland - President

Printed Name and Title

K. O Rowland

Authorized Signature

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Bid Bond

STATE OF FLORIDA
COUNTY OF PINELLAS

KNOW ALL MEN BY THESE PRESENTS:

That we, Rowland DE LLC 6855 102nd Ave N., Pinellas Park, FL 33782
(Name and Address of Company)

(hereinafter called "Principal") and Alliant Insurance Services, Inc. (hereinafter called "Surety") are held and firmly bound unto the City of Tarpon Springs, Florida (hereinafter called "City") in the sum of:

Twenty Thousand Dollars and Zero Cents Dollars ($ 20,000)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents:

WHEREAS, the "Principal": contemplates submitting or has submitted a Bid to the City of Tarpon Springs, Florida, for

UTILITY REHABILITATION AND CONSTRUCTION SERVICES
Bid No. 240055-B-AS

WHEREAS, it was a condition precedent to the submission of said Bid that a certified check, cashier's check or Bid Bond in the amount of $20,000 be submitted with said Bid as a guarantee that the Bidder would, if awarded the contract, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Public Construction Bond in an amount equal to one hundred percent (100%) of the bid for the performance of said contract, within ten (10) consecutive calendar days after written Notice of Award of the contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the bid and the "Principal" herein be accepted and said "Principal" within ten (10) consecutive calendar days after written Notice of Award, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Public Construction Bond in an amount equal to one hundred percent (100%) of the Bid, satisfactory to the City of Tarpon Springs, Florida, then this obligation shall be void; otherwise,

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the sum herein stated shall be due and payable to the City of Tarpon Springs, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of said City of Tarpon Springs, Florida, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said "Principal."

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BID FORM PRICING

BID NO. 240055-B-AS
UTILITY REHABILITATION AND CONSTRUCTION SERVICES

ATTACHMENT A- PRICING TAB ATTACHED AS AN EXCEL SPREADSHEET

Bidder acknowledges that all applicable licenses (City, County, State, and Federal) have been obtained and shall provide proof immediately upon request.

Bidder: Rowland DE LLC

Address: 6855 102nd Avenue North

City: Pinellas Park State: FL Zip: 33782

Phone No.: 727-545-3815 Fax No.: 727-546-8464 Email: Kevin@Rowland-inc.com

Kevin Rowland- President
Printed Name and Title

Authorized Signature

April 2nd, 2024
Date

List at least 5 References

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES WHICH ARE SIMILAR IN SCOPE TO THIS PROJECT:

1.Project/Contract Name:	City of St. Petersburg- SAN Priority Area Repair & Replace
Dollar Value:	$3,750,000
Contact Name:	Matt Wilson
Email/Phone Number:	matt.wilson@stpete.org
Agency/Company Name:	City of St. Petersburg
Address:	8200 Bryan Dairy Rd. Ste 200, Largo, Florida 33777
Date completed/or if in Progress:	In Progress

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2. Project/Contract Name:	Tampa Bay Water- As Needed Contract- Large Diameter
Dollar Value:	$2,000,000
Contact Name:	Ed Davis
Email/Phone Number:	Edavis@tampabaywater.org
Agency/Company Name:	Tampa Bay Water
Address:	2575 Enterprise Rd, Clearwater, FL 33763
Date completed/or if in Progress:	In Progress
3. Project/Contract Name:	Pinellas County- Annual Sanitary Sewer Repair
Dollar Value:	$9,300,000
Contact Name:	Bill Peters
Email/Phone Number:	wpeters@pinellas.gov
Agency/Company Name:	Pinellas County Utilities
Address:	14 South Ft. Harrison Ave, Clearwater FL 33756
Date completed/or if in Progress:	In Progress
4. Project/Contract Name:	City of Clearwater- Reclaimed Water Piping Improvement
Dollar Value:	$7,500,000
Contact Name:	Todd Kuhnel
Email/Phone Number:	Todd.kuhnel@myclearwater.com
Agency/Company Name:	City of Clearwater Public Utilities
Address:	100 S Myrtle Ave, Clearwater, FL 33756
Date completed/or if in Progress:	In Progress
5. Project/Contract Name:	Pasco County- As Needed Hydrants
Dollar Value:	$8,500,000
Contact Name:	Brad Surrency
Email/Phone Number:	bsurrency@pasocountyfl.net
Agency/Company Name:	Pasco County Utilities
Address:	19420 Central Blvd, Land O Lakes, FL 34637
Date completed/or if in Progress:	In Progress

QUESTIONNAIRE

This questionnaire must be completely filled out and returned as part of your bid/proposal. Failure to do so may result in disqualification of your bid/proposal. Evaluation of this questionnaire is a prime factor in the award of this Agreement.

1. Please state the full, legal name (including any d/b/a) of your firm and provide contact information.

Company Name: Rowland DE LLC

Contact Name: Kevin Rowland

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Address: 6855 102nd Ave.North

Address:

City: Pinellas Park State: FL Zip: 33782

Telephone: 727-545-3815 Fax: 727-546-8464

E-Mail Address: Kevin@Rowland-inc.com Website: Rowland-inc.com

2. How long has your firm been in business? 37 years

3. How long has your firm provided these services? 37 years

4. Annual gross revenues of your firm? (Check the appropriate box)
☐ under $100,000 ☐ $100,000 – $499,000 ☐ $500,000 – $999,000
☐ $1,000,000 - $2,000,000 ☑ over $2,000,000

5. How many full and part-time employees do you currently employee?
Full-time: 95 Part-time: _____

6. Provide information on your employee staffing by category and the number of employees in each category.

Category	# of employees
Superintendents	4
Foreman	18
Operators	13
Laborers	46
Pipe Layers	6

7. Who will be supervising the services to be performed under this Agreement and what are their qualifications, years of experience, number of years employed with your firm, etc.?

Bill Gavit- 20 years as general superintendent with Rowland.

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8. What tools, vehicles and equipment currently owned by your firm will be utilized to provide the requirements of this Agreement?

Front end loaders, backhoes, Dump Trucks, Rollers, Vactor truck, CCTV equipment, Cipp equipment

9. List additional equipment your firm will require to provide services to the City and when and how you plan to acquire the equipment.

Any additional required equipment will be rented.

10. Have you had a contract terminated by a customer in the past 3 years? No If yes, please explain.

11. Provide a copy of your firm's Occupational License No. with the Expiration Date (if applicable).

12. Provide a copy of your firm's Federal Employer Tax ID certificate.

13. Provide a copy of all your current insurance coverages for General Liability, Automobile and Worker's Compensation.

14. Provide evidence of a certification through Pinellas County Licensing Board (if applicable).

15. Provide documentation that your firm is registered with the Florida Division of Corporations to do business within the state of Florida.

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Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Rowland Inc.
6855 102nd Avenue North
Pinellas Park, FL 33782

SURETY:
(Name, legal status and principal place of business)
Everest Reinsurance Company
100 Everest Way, Warren Corporate Center
Warren, NJ 07059
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Tarpon Springs
Procurement Services, 324 East Pine Street
Tarpon Springs, FL 34689

BOND AMOUNT: $20,000.00 Twenty Thousand Dollars and 00/100

PROJECT:
(Name, location or address, and Project number, if any)

Utility Rehabilitation and Construction Services; Bid No. 240055-B-AS

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of March, 2024.

(Witness)

Rowland Inc.
(Principal) *(Seal)*

By: K. O Rhl
(Title)

(Witness) Amanda Jovino

Everest Reinsurance Company
(Surety) *(Seal)*

By: Jessica L Piccirillo
(Title) Jessica L. Piccirillo, Attorney-in-Fact

Everest Reinsurance Company CORPORATE SEAL 1973 DELAWARE

S-0054/AS 8/10

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everest

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at 100 Everest Way, Warren Corporate Center, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint **Jessica L. Piccirillo**

Bond No.: Bid Bond
Principal: Rowland Inc.
Obligee: City of Tarpon Springs

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED *that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

RESOLVED, FURTHER, *that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

RESOLVED, FURTHER, *that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 22nd day of March 2023.

Everest Reinsurance Company and Everest National Insurance Company

By: Anthony Romano, Senior Vice President

On this **22nd of March 2023**, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument, that he knows the seal of said Company, that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto, and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 15th day of March 2024

By: Sylvia Semerdjian, Assistant Secretary

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PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD

THIS CERTIFIES THAT **Kenneth Dean Rowland**
DBA **Rowland Inc**

STATE CERT # **I-CUC052617**
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD.
IN GOOD STANDING UNTIL **September 30, 2024**
DATE OF ISSUANCE **06/13/2023**

*** Please cut out license along lines**

I-CUC052617

Rowland, Kenneth Dean
1830 Venetian Point Dr
Clearwater, FL 33755-1752

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Rowland (DE), LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6855 102ND AVENUE N.

Requester's name and address (optional)

6 City, state, and ZIP code
PINELLAS PARK, FL 33782

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
5 9 - 0 9 7 8 8 9 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 4/1/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/ppi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.
At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year and may be adjusted thereafter as outlined in the previous paragraph.

No fuel surcharges will be accepted.

BID FORMS

BID No. 240055-B-AS

Submittal Checklist

IMPORTANT
BID DOCUMENTS TO BE RETURNED

The following forms must be completed and submitted with your bid:

X	**Bid Form**
X	**Bid Sheets**
X	**Bid Bond**
X	**Reference Form**
X	**Drug Free Workplace Form**

BID FORM

UTILITY REHABILITATION AND CONSTRUCTION SERVICES

BIDDER TLC Diversified, Inc.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to provide all Services specified and in accordance with the other terms and conditions of the Contract Documents.

This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening.

1. In submitting this Bid, Bidder represents that:

   a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

Date	Number	Date	Number
3/12/24	1	3/22/24	5
3/15/24	2		
3/18/24	3		
3/22/24	4		

   b. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

   c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

   d. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.

e. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.

f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

g. Bidder will complete the Work in accordance with the Contract Documents for the unit prices shown on the Electronic Bid Sheets. Electronic Bid Sheets to be submitted with bid in Excel format on a flash drive as well as a printed hard copy.

TOTAL OF A QUANTITY OF ONE (1) FOR EACH BID ITEM FROM ELECTRONIC BID SHEETS (HARD COPY OF ELECTRONIC BID SHEETS TO BE INCLUDED WITH BID:

One Million, Six Hundred Fifty-Three Thousand, Four Hundred Seventeen Dollars and No Cents / $ 1,653,417.00

(Words) **(Numbers)**

h. Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with Florida Trench Safety Act (90-96, laws of Florida) effective October 1, 1990.

Bidder: TLC Diversified, Inc. Date: April 02, 2024

Address: 2719 17th Street East

City: Palmetto State: FL Zip: 34221

Phone No.: (941) 722-0621 Fax No: (941) 722-1382

Email: emacek@tlcdiv.com

Eric Macek/VP of Pre-Construction
Printed Name and Title

Authorized Signature

Utility Rehabilitation and Construction Services		240055-B-AS
Bid Sheets		
M&P = Measurement and Payment		Specs = Specifications
UOM = Unit of Measurement		LF = Linear Feet
EA = Each		SY = Square Yard
N/A = Not Applicable		SF = Square Foot
VF = Vertical Feet		CY = Cubic Yard
TN = Ton		ED = Each Day
LB = Pound		HR = Hour
FDOT = Florida Department of Transportation Specifications		Revisions in red

Item #	M&P Item #	Description	UOM	Price
1		**Restoration, includes maintaining for 30 days after completion**		
2	1.01	Seed and mulch	SY	$ 4.00
3	1.01	Sodding - Bahia	SY	$ 20.00
4	1.01	Sodding - St. Augustine	SY	$ 22.00
5	1.01	Brick Street Restoration	SF	$ 30.00
6		**Control and abatement of erosion and water pollution**		
7	1.02	Sand bagging	CY	$ 400.00
8	1.02	Baled hay and staked	EA	$ 15.00
9	1.02	Staked silt fence	LF	$ 6.00
10	1.02	Filter Sock or Log	EA	$ 125.00
11		**Earthwork and related operations**		
12	1.03	Excavation of unsuitable material - haul offsite and dispose (truck measure)	CY	$ 50.00
13	1.03	Borrow (truck measure)	CY	$ 50.00
14	1.03	Clear right-of-way and haul off and dispose offsite (truck measure)	CY	$ 75.00
15		**Asphaltic concrete surface and friction courses**		
16	1.04	1-1/2" asphalt, Superpave Asphalt Base, Type B-12.5	SY	$ 77.00
17	1.04	1" asphalt overlay, Superpave Asphalt Base, Type B-12.5	SY	$ 73.00
18	1.04	Full depth asphalt, Superpave Asphalt Base, Type B-12.5	TN	$ 400.00
19	1.05	Milling (not to exceed a thickness of 1")	SY	$ 40.00
20	1.06	Crushed concrete base, 12" thick	SY	$ 160.00
21	1.06	Crushed concrete base, 6" thick	SY	$ 90.00
22	1.06	Asphalt Pavement Base & Base Restoration 4" Asphaltic Base	SY	$ 100.00
23	1.06	Asphalt Surface Pavement 1" PC-3 ACSC	SY	$ 75.00
24	1.06	Shell Driveway Base, 6" thick	CY	$ 100.00
25	1.06	Pea Gravel Driveway	SY	$ 90.00
26	1.07	Roadway density test	EA	$ 200.00
27	1.08	Proctor	EA	$ 300.00
28	1.09	Class I concrete	CY	$ 450.00
29	1.09	Concrete, miscellaneous, reinforced (3000psi)	CY	$ 950.00
30	1.09	Furnish and Install Structural Concrete (4000 psi)	CY	$ 1,300.00
31	1.10	Riprap (sand-cement)	CY	$ 150.00

32	1.11	Flowable fill	CY	$	275.00
33	1.12	Remove and dispose of existing asphalt and concrete (truck measure)	CY	$	250.00
34		**Concrete sidewalk, driveways and curb elements**			
35	1.09	Concrete sidewalk or driveway 4" thick	SY	$	150.00
36	1.09	Concrete sidewalk or driveway 6" thick	SY	$	175.00
37	1.09	Type F curb & gutter	LF	$	40.00
38	1.09	2' valley gutter (Miami)	LF	$	65.00
39	1.09	Special Refill Materials - Crushed Stone	LF	$	175.00
40	1.09	Remove and Replace Concrete for Wall Penetrations 4" Diameter Hole	CY	$	2,500.00
41	1.09	Remove and Replace Concrete for Wall Penetrations 6" Diameter Hole	CY	$	2,500.00
42	1.09	Remove and Replace Concrete for Wall Penetrations 8" Diameter Hole	CY	$	2,600.00
43	1.09	Remove and Replace Concrete for Wall Penetrations 10" Diameter Hole	CY	$	2,700.00
44	1.09	Remove and Replace Concrete for Wall Penetrations Greater than 10 " Hole	CY	$	1,500.00
45		**Traffic control devices**			
46	1.13	Barricade type I or II, with warning light	ED	$	5.00
47	1.13	Barricade type III, with warning light	ED	$	15.00
48	1.13	Temporary Pavement for Maintenance of Vehicular Traffic (Install & Remove)	CY	$	600.00
49	1.13	Temporary Pavement for Maintenance of Pedestrian Traffic (Install & Remove)	CY	$	1,200.00
50	1.13	Temporary Curb (Includes Paint & Delineators)	LF	$	65.00
51	1.13	Temporary Vehicle Impact Attenuators	ED	$	200.00
52	1.13	Temporary Concrete Barrier Wall (including mounted lights - Type C Steady Burn)	LF	$	45.00
53	1.13	Signs, construction	ED	$	10.00
54	1.13	Arrow boards - 5' minimum horizontal size	ED	$	75.00
55	1.13	Traffic cones	ED	$	2.00
56	1.13	Flagger person	HR	$	40.00
57	1.13	Off Duty Law Enforcement Officer	HR	$	60.00
58	1.13	Temporary Striping - solid or 6" - 10" skip single yellow or white stripe	LF	$	3.00
59	1.13	Thermoplastic striping -- solid or 6" - 10" skip single yellow or white stripe	LF	$	8.00
60	1.13	Raised pavement marker	EA	$	12.00
61	1.14	MOT Multi-Lane (FDOT Index 102 613)	ED	$	850.00
62	1.14	MOT Multi-Lane (FDOT Index 102 614)	ED	$	850.00
63	1.14	MOT Multi-Lane (FDOT Index 102 615)	ED	$	900.00
64	1.14	MOT Multi-Lane (FDOT Index 102 616)	ED	$	850.00
65	1.14	MOT Multi-Lane (FDOT Index 102 617)	ED	$	850.00
66		**Cross drains and side drains - replacement**			
67	1.15	18" concrete pipe round	LF	$	225.00
68	1.15	18" concrete pipe eliptical	LF	$	240.00
69	1.15	18" corrugated metal pipe round	LF	$	230.00
70	1.15	24" concrete pipe round	LF	$	250.00
71	1.15	24" concrete pipe eliptical	LF	$	300.00
72	1.15	24" corrugated metal pipe round	LF	$	255.00
73	1.15	30" concrete pipe round	LF	$	400.00
74	1.15	30" concrete pipe eliptical	LF	$	455.00
75	1.15	30" corrugated metal pipe round	LF	$	400.00

76	1.15	36" concrete pipe round	LF	$	465.00
77	1.15	36" concrete pipe eliptical	LF	$	525.00
78	1.15	36" corrugated metal pipe round	LF	$	456.00
79		**PVC C900 SDR 25, for force mains, 0' - 6' depth**			
80	1.16	3" SDR 25, PVC	LF	$	35.00
81	1.16	4" SDR 25, PVC	LF	$	50.00
82	1.16	6" SDR 25, PVC	LF	$	52.00
83	1.16	8" SDR 25, PVC	LF	$	60.00
84	1.16	10" SDR 25, PVC	LF	$	62.00
85	1.16	12" SDR 25, PVC	LF	$	70.00
86		**PVC C905 SDR 25, for force mains, 0' - 6' depth**			
87	1.16	16" SDR 25, PVC	LF	$	160.00
88	1.16	18" SDR 25, PVC	LF	$	170.00
89	1.16	20" SDR 25, PVC	LF	$	190.00
90	1.16	24" SDR 25, PVC	LF	$	130.00
91	1.16	30" SDR 25, PVC	LF	$	300.00
92	1.16	36" SDR 25, PVC	LF	$	390.00
93		**PVC, C900 DR 18, for water & reclaimed water mains, 0' - 6' depth**			
94	1.16	3" C900 DR 18 PVC-BLUE	LF	$	40.00
95	1.16	3" C900 DR 18 PVC-PURPLE	LF	$	40.00
96	1.16	4" C900 DR 18 PVC-BLUE	LF	$	55.00
97	1.16	4" C900 DR 18 PVC-PURPLE	LF	$	50.00
98	1.16	6" C900 DR 18 PVC-BLUE	LF	$	75.00
99	1.16	6" C900 DR 18 PVC-PURPLE	LF	$	70.00
100	1.16	8" C900 DR 18 PVC-BLUE	LF	$	80.00
101	1.16	8" C900 DR 18 PVC-PURPLE	LF	$	75.00
102	1.16	10" C900 DR 18 PVC-BLUE	LF	$	82.00
103	1.16	10" C900 DR 18 PVC-PURPLE	LF	$	80.00
104	1.16	12" C900 DR 18 PVC-BLUE	LF	$	90.00
105	1.16	12" C900 DR 18 PVC-PURPLE	LF	$	88.00
106		**PVC, C905 DR 25, for water & reclaimed water mains, 0' - 6' depth**			
107	1.16	16" C905 DR 25 PVC-BLUE	LF	$	165.00
108	1.16	16" C905 DR 25 PVC-PURPLE	LF	$	165.00
109	1.16	18" C905 DR 25 PVC-BLUE	LF	$	170.00
110	1.16	18" C905 DR 25 PVC-PURPLE	LF	$	170.00
111	1.16	20" C905 DR 25 PVC-BLUE	LF	$	220.00
112	1.16	20" C905 DR 25 PVC-PURPLE	LF	$	220.00
113	1.16	24" C905 DR 25 PVC-BLUE	LF	$	250.00
114	1.16	24" C905 DR 25 PVC-PURPLE	LF	$	250.00
115	1.16	30" C905 DR 25 PVC-BLUE	LF	$	300.00
116	1.16	30" C905 DR 25 PVC-PURPLE	LF	$	300.00
117	1.16	36" C905 DR 25 PVC-BLUE	LF	$	400.00
118	1.16	36" C905 DR 25 PVC-PURPLE	LF	$	400.00
119		**PVC, Schedule 80 - Grey, in accordance with ASTM D 1785**			

120	1.16	PVC, Schedule 80, Grey 2"	LF	$	43.00
121	1.16	PVC, Schedule 80, Grey 3"	LF	$	45.00
122	1.16	PVC, Schedule 80, Grey 4"	LF	$	50.00
123	1.16	PVC, Schedule 80, Grey 5"	LF	$	70.00
124	1.16	PVC, Schedule 80, Grey 6"	LF	$	50.00
125	1.16	PVC, Schedule 80, Grey 8"	LF	$	65.00
126	1.16	PVC, Schedule 80, Grey 10"	LF	$	75.00
127	1.16	PVC, Schedule 80, Grey 12"	LF	$	95.00
128		**HDPE, C901 per AWWA Specifications**			
129	1.17	HDPE, DIPS DR9 2"	LF	$	42.00
130	1.17	HDPE, DIPS DR11 3"	LF	$	43.00
131	1.17	HDPE, DIPS DR11 4"	LF	$	50.00
132	1.17	HDPE, DIPS DR11 5"	LF	$	52.00
133	1.17	HDPE, DIPS DR11 6"	LF	$	60.00
134	1.17	HDPE, DIPS DR11 8"	LF	$	70.00
135	1.17	HDPE, DIPS DR11 10"	LF	$	100.00
136	1.17	HDPE, DIPS DR11 12"	LF	$	115.00
137		**Ductile iron pipe, 0' - 6' depth**	LF	$	-
138	1.18	3" DIP, pressure class 350	LF	$	140.00
139	1.18	4" DIP, pressure class 350	LF	$	155.00
140	1.18	6" DIP, pressure class 350	LF	$	156.00
141	1.18	8" DIP, pressure class 350	LF	$	160.00
142	1.18	10" DIP, pressure class 350	LF	$	165.00
143	1.18	12" DIP, pressure class 350	LF	$	175.00
144	1.18	16" DIP, pressure class 350	LF	$	200.00
145	1.18	20" DIP, pressure class 350	LF	$	325.00
146	1.18	24" DIP, pressure class 350	LF	$	340.00
147		**C110 full body mechanical joint or flanged fittings without accessories**			
148	1.19	Miscellaneous MJ fittings for all C110 MJ fittings	LB	$	55.00
149		**C153 mechanical joint fittings or flanged without accessories**			
150	1.19	Miscellaneous MJ fittings for all C153 MJ fittings	LB	$	58.00
151		**Gate valve and box, resilient seated**			
152	1.20	2" gate valve and box	EA	$	850.00
153	1.20	3" gate valve and box	EA	$	950.00
154	1.20	4" gate valve and box	EA	$	1,800.00
155	1.20	6" gate valve and box	EA	$	2,050.00
156	1.20	8" gate valve and box	EA	$	2,500.00
157	1.20	10" gate valve and box	EA	$	3,000.00
158	1.20	12" gate valve and box	EA	$	3,600.00
159	1.20	16" gate valve and box	EA	$	6,300.00
160	1.20	18" gate valve and box	EA	$	14,500.00
161	1.20	20" gate valve and box	EA	$	21,000.00
162	1.20	24" gate valve and box	EA	$	22,000.00
163		**Butterfly valve and box**			

164	1.20	12" butterfly valve and box	EA	$	3,000.00
165	1.20	16" butterfly valve and box	EA	$	5,500.00
166	1.20	18" butterfly valve and box	EA	$	6,000.00
167	1.20	20" butterfly valve and box	EA	$	9,000.00
168	1.20	24" butterfly valve and box	EA	$	8,500.00
169	1.20	30" butterfly valve and box	EA	$	16,500.00
170	1.20	36" butterfly valve and box	EA	$	29,000.00
171	1.20	42" butterfly valve and box	EA	$	31,000.00
172		**Plug valve and box**			
173	1.20	2" plug valve and box	EA	$	1,000.00
174	1.20	3" plug valve and box	EA	$	1,150.00
175	1.20	4" plug valve and box	EA	$	1,400.00
176	1.20	6" plug valve and box	EA	$	1,750.00
177	1.20	8" plug valve and box	EA	$	2,800.00
178	1.20	10" plug valve and box	EA	$	3,500.00
179	1.20	12" plug valve and box	EA	$	5,100.00
180	1.20	16" plug valve and box	EA	$	9,500.00
181	1.20	18" plug valve and box	EA	$	13,000.00
182	1.20	20" plug valve and box	EA	$	15,000.00
183	1.20	24" plug valve and box	EA	$	33,000.00
184	1.20	30" plug valve and box	EA	$	52,000.00
185	1.20	36" plug valve and box	EA	$	68,000.00
186		**OS&Y valve**			
187	1.20	4"	EA	$	1,400.00
188	1.20	6"	EA	$	1,600.00
189	1.20	8"	EA	$	2,400.00
190	1.20	10"	EA	$	4,250.00
191	1.20	12"	EA	$	4,700.00
192	1.20	16"	EA	$	22,000.00
193	1.20	18"	EA	$	30,000.00
194	1.20	20"	EA	$	35,000.00
195	1.20	24"	EA	$	45,000.00
196		**Directional boring**			
197	1.21	2" DR9 HDPE DIPS, roadway undercrossing	LF	$	73.00
198	1.21	3" DR9 HDPE DIPS, roadway undercrossing	LF	$	76.00
199	1.21	4" DR11 HDPE DIPS, roadway undercrossing	LF	$	82.00
200	1.21	6" DR11 HDPE DIPS, roadway undercrossing	LF	$	88.00
201	1.21	8" DR11 HDPE DIPS, roadway undercrossing	LF	$	125.00
202	1.21	10" DR11 HDPE DIPS, roadway undercrossing	LF	$	170.00
203	1.21	12" DR11 HDPE DIPS, roadway undercrossing	LF	$	240.00
204		**Water main blowoff assembly**			
205	1.22	Permanent 2" blowoff assembly and box	EA	$	2,000.00
206	1.22	2" Autoflush blowoff assembly	EA	$	5,000.00
207	1.22	4" Autoflush blowoff assembly	EA	$	5,500.00

208		**Fire hydrant and valve assembly**			
209	1.23	Fire hydrant and valve assembly	EA	$	7,700.00
210		**Thrust block**			
211	1.24	Cast-in-place thrust block	CY	$	800.00
212	1.24	Pre-cast thrust block	EA	$	350.00
213		**Restrained joint devices, bell restraint, for ductile iron pipe or PVC**			
214	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 3"	EA	$	85.00
215	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 4"	EA	$	165.00
216	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 6"	EA	$	185.00
217	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 8"	EA	$	195.00
218	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 10"	EA	$	270.00
219	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 12"	EA	$	300.00
220	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 16"	EA	$	1,150.00
221	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 18"	EA	$	1,300.00
222	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 20"	EA	$	2,000.00
223	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 24"	EA	$	2,100.00
224	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 30"	EA	$	3,300.00
225	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 36"	EA	$	4,300.00
226	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 42"	EA	$	4,500.00
227		**Restrained joint devices, fitting restraint, for ductile iron pipe or PVC**			
228	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 3"	EA	$	61.00
229	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 4"	EA	$	125.00
230	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 6"	EA	$	135.00
231	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 8"	EA	$	140.00
232	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 10"	EA	$	170.00
233	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 12"	EA	$	200.00
234	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 16"	EA	$	365.00
235	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 20"	EA	$	800.00
236	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 24"	EA	$	805.00
237	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 30"	EA	$	1,600.00
238	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 36"	EA	$	2,000.00
239	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 42"	EA	$	3,300.00
240		**Tapping sleeve and valve and line stops**			
241	1.26	Tapping sleeve and valve 6" x 4"	EA	$	3,650.00
242	1.26	Tapping sleeve and valve 8" x 4"	EA	$	3,750.00
243	1.26	Tapping sleeve and valve 8" x 6"	EA	$	3,900.00
244	1.26	Tapping sleeve and valve 12" x 8"	EA	$	4,500.00
245	1.26	Tapping sleeve and valve 14" x 8"	EA	$	4,600.00
246	1.26	Tapping sleeve and valve 16" x 8"	EA	$	5,000.00
247	1.26	Tapping sleeve and valve 16" x 12"	EA	$	8,200.00
248	1.26	Tapping sleeve and valve 20" x 8"	EA	$	7,500.00
249	1.26	Tapping sleeve and valve 20" x 12"	EA	$	8,400.00
250	1.26	Tapping sleeve and valve 24" x 8"	EA	$	5,300.00
251	1.26	Tapping sleeve and valve 24" x 12"	EA	$	8,500.00

252	1.26	Tapping sleeve and valve 24" x 16"	EA	$	10,350.00
253	1.26	Tapping sleeve and valve 24" x 20"	EA	$	18,750.00
254	1.26	3" line stop, temporary, up to 2 days use	EA	$	4,500.00
255	1.26	4" line stop, temporary, up to 2 days use	EA	$	7,000.00
256	1.26	6" line stop, temporary, up to 2 days use	EA	$	8,900.00
257	1.26	8" line stop, temporary, up to 2 days use	EA	$	9,800.00
258	1.26	10" line stop, temporary, up to 2 days use	EA	$	12,000.00
259	1.26	12" line stop, temporary, up to 2 days use	EA	$	14,000.00
260	1.26	16" line stop, temporary, up to 2 days use	EA	$	20,000.00
261	1.26	18" line stop, temporary, up to 2 days use	EA	$	22,000.00
262	1.26	20" line stop, temporary, up to 2 days use	EA	$	25,500.00
263	1.26	24" line stop, temporary, up to 2 days use	EA	$	26,000.00
264	1.26	30" line stop, temporary, up to 2 days use	EA	$	35,000.00
265	1.26	36" line stop, temporary, up to 2 days use	EA	$	39,000.00
266	1.26	42" line stop, temporary, up to 2 days use	EA	$	52,000.00
267		**Initial repair excavation, for the first 25 feet of excavation at the following pipe depths (includes mobilization)**			
268	1.27	3" line stop, permanent	EA	$	-
269	1.27	4" line stop, permanent	EA	$	-
270	1.27	6" line stop, permanent	EA	$	-
271	1.27	8" line stop, permanent	EA	$	-
272	1.27	10" line stop, permanent	EA	$	-
273	1.27	12" line stop, permanent	EA	$	-
274	1.27	16" line stop, permanent	EA	$	-
275	1.27	18" line stop, permanent	EA	$	-
276	1.27	20" line stop, permanent	EA	$	-
277	1.27	24" line stop, permanent	EA	$	-
278	1.27	30" linestop, permanent	EA	$	-
279	1.27	36" line stop, permanent	EA	$	-
280	1.27	42" line stop, permanent	EA	$	-
281	1.27	0'- up to 6' depth	EA	$	8,500.00
282	1.27	over 6' - up to 8' depth	EA	$	8,700.00
283	1.27	over 8' - up to 10' depth	EA	$	9,000.00
284	1.27	over 10' - up to 12' depth	EA	$	9,100.00
285	1.27	over 12' - up to 14' depth	EA	$	9,200.00
286	1.27	over 14' - up to 16' depth	EA	$	9,300.00
287	1.27	over 16' - up to 18' depth	EA	$	9,400.00
288	1.27	over 18' - up to 20' depth	EA	$	9,500.00
289		**Additonal repair excavation, per foot in excess of 25 feet at the following pipe depths to be paid for under separate pay items**			
290	1.28	0'- up to 6' depth	LF	$	150.00
291	1.28	over 6' - up to 8' depth	LF	$	155.00
292	1.28	over 8' - up to 10' depth	LF	$	160.00
293	1.28	over 10' - up to 12' depth	LF	$	165.00

294	1.28	over 12' - up to 14' depth	LF	$	170.00
295	1.28	over 14' - up to 16' depth	LF	$	175.00
296	1.28	over 16' - up to 18' depth	LF	$	180.00
297	1.28	over 18' - up to 20' depth	LF	$	190.00
298		**Sheeting**			
299	1.29	Sheeting - left in place	SF	$	60.00
300	1.30	Sheeting - Removed	SF	$	55.00
301		**Dewatering**			
302	**1.31**	**Fuel included for well point pumps**			
303	1.31	Well point pump - Initial, 0' - 6' depth (up to 12 well points)	EA	$	4,250.00
304	1.31	Well point pump - Initial, 6' - 8' depth (up to 12 well points)	EA	$	4,500.00
305	1.31	Well point pump - Initial, 8' - 10' depth (up to 12 well points)	EA	$	4,500.00
306	1.31	Well point pump - Initial, 10' - 12' depth (up to 12 well points)	EA	$	4,600.00
307	1.31	Well point pump - Initial, 12' - 14' depth (up to 12 well points)	EA	$	4,800.00
308	1.31	Well point pump - Initial, 14' - 16' depth (up to 12 well points)	EA	$	5,000.00
309	1.31	Well point pump - Initial, 16' - 18' depth (up to 12 well points)	EA	$	5,100.00
310	1.31	Well point pump - Initial, 18' - 20' depth (up to 12 well points)	EA	$	5,150.00
311	1.31	Well point pump - Additional, 0' - 6' depth (per well point)	EA	$	75.00
312	1.31	Well point pump - Additioanl 6' - 8' depth (per well point)	EA	$	75.00
313	1.31	Well point pump - Additional 8' - 10' depth (per well point)	EA	$	75.00
314	1.31	Well point pump - Additional 10' - 12' depth (per well point)	EA	$	75.00
315	1.31	Well point pump - Additional 12' - 14' depth (per well point)	EA	$	75.00
316	1.31	Well point pump - Additional 14' - 16' depth (per well point)	EA	$	75.00
317	1.31	Well point pump - Additional 16' - 18' depth (per well point)	EA	$	75.00
318	1.31	Well point pump - Additional 18' - 20' depth (per well point)	EA	$	75.00
319		**Bypass pumping of sewers, equipment set up and operation (backup pumps are paid for separately as additional pumps) Fuel included for bypass pumps**			
320	1.32	Bypass pump 3" discharge	EA	$	1,500.00
321	1.32	Bypass pump 4" discharge	EA	$	9,000.00
322	1.32	Bypass pump 6" discharge	EA	$	9,000.00
323	1.32	Bypass pump 8" discharge	EA	$	10,000.00
324	1.32	Bypass pump 10" discharge	EA	$	10,000.00
325	1.32	Operation of bypass pumping	ED	$	3,000.00
326		**Gravity sewer pipe C900 DR18 (Green) service pipe**			
327	1.33	Slip Line: LIP 8"	LF	$	180.00
328	1.33	Slip Line: LIP 10"	LF	$	225.00
329	1.33	Slip Line: LIP 12"	LF	$	225.00
330	1.33	Slip Line: LIP 16"	LF	$	275.00
331	1.33	3" C900 DR18 (Green) service pipe	LF	$	40.00
332	1.33	4" C900 DR18 (Green) service pipe	LF	$	60.00
333	1.33	6" C900 DR18 (Green) service pipe	LF	$	85.00
334	1.33	8" C900 DR18 (Green) service pipe	LF	$	105.00
335	1.33	10" C900 DR18 (Green) service pipe	LF	$	110.00
336	1.33	12" C900 DR18 (Green) service pipe	LF	$	120.00

337	1.33	15" C900 DR18 (Green) service pipe	LF	$	135.00
338	1.33	18" C900 DR18 (Green) service pipe	LF	$	155.00
339	1.33	20" C900 DR18 (Green) service pipe	LF	$	185.00
340	1.33	24" C900 DR18 (Green) service pipe	LF	$	225.00
341	1.33	30" C900 DR18 (Green) service pipe	LF	$	345.00
342		**Gravity sewer pipe - Ductile Iron**			
343	1.34	3" Ductile Iron Pipe	LF	$	175.00
344	1.34	4" Ductile Iron Pipe	LF	$	120.00
345	1.34	6" Ductile Iron Pipe	LF	$	145.00
346	1.34	8" Ductile Iron Pipe	LF	$	145.00
347	1.34	10" Ductile Iron Pipe	LF	$	155.00
348	1.34	12" Ductile Iron Pipe	LF	$	195.00
349	1.34	15" Ductile Iron Pipe	LF	$	240.00
350	1.34	18" Ductile Iron Pipe	LF	$	290.00
351	1.34	20" Ductile Iron Pipe	LF	$	300.00
352	1.34	24" Ductile Iron Pipe	LF	$	385.00
353	1.34	30" Ductile Iron Pipe	LF	$	525.00
354		**Sewer plugs**			
355	1.35	Up to 8" plug	EA	$	250.00
356	1.35	10" - 15" plug	EA	$	600.00
357	1.35	18" - 21" plug	EA	$	1,000.00
358	1.35	24" - 36" plug	EA	$	3,500.00
359		**Gravity sewer pipe fittings**			
360	1.35	6 " x 6" x 6" C900 PVC wye	EA	$	700.00
361	1.35	8" x 8" x 6" C900 PVC wye	EA	$	1,000.00
362	1.35	10 " x 10" x 6" C900 PVC wye	EA	$	1,050.00
363	1.35	12" x 12" x 6" C900 PVC wye	EA	$	1,100.00
364	1.35	15 " x 15" 6" C900 PVC wye	EA	$	2,400.00
365	1.35	18" x 18" 6" C900 PVC wye	EA	$	4,300.00
366	1.35	6" clean out assembly	EA	$	1,500.00
367		**Remove existing manhole**			
368	1.36	4' diameter manhole up to 6'	EA	$	2,500.00
369	1.36	4' diameter manhole over 6' - up to 8' depth	EA	$	2,800.00
370	1.36	4' diameter manhole over 8' - up to 10' depth	EA	$	4,000.00
371	1.36	4' diameter manhole over 10' - up to 12' depth	EA	$	4,250.00
372	1.36	4' diameter manhole over 12' - up to 14' depth	EA	$	4,800.00
373	1.36	4' diameter manhole over 14' - up to 16' depth	EA	$	5,000.00
374	1.36	4' diameter manhole over 16' - up to 18' depth	EA	$	5,800.00
375	1.36	4' diameter manhole over 18' - up to 20' depth	EA	$	6,500.00
376	1.36	5' diameter manhole up to 6'	EA	$	2,400.00
377	1.36	5' diameter manhole over 6' - up to 8' depth	EA	$	2,900.00
378	1.36	5' diameter manhole over 8' - up to 10' depth	EA	$	3,350.00
379	1.36	5' diameter manhole over 10' - up to 12' depth	EA	$	4,000.00
380	1.36	5' diameter manhole over 12' - up to 14' depth	EA	$	4,500.00

381	1.36	5' diameter manhole over 14' - up to 16' depth	EA	$	5,000.00
382	1.36	5' diameter manhole over 16' - up to 18' depth	EA	$	5,700.00
383	1.36	5' diameter manhole over 18' - up to 20' depth	EA	$	6,000.00
384	1.36	6' diameter manhole over 8' - up to 10' depth	EA	$	3,200.00
385	1.36	6' diameter manhole over 10' - up to 12' depth	EA	$	3,400.00
386	1.36	6' diameter manhole over 12' - up to 14' depth	EA	$	4,200.00
387	1.36	6' diameter manhole over 14' - up to 16' depth	EA	$	5,275.00
388	1.36	6' diameter manhole over 16' - up to 18' depth	EA	$	5,900.00
389	1.36	6' diameter manhole over 18' - up to 20' depth	EA	$	6,500.00
390		**Manhole Rehabilititation**			
391	1.36	Spray line	VF		No Bid
392		**Adjustment of manhole ring and cover (+/-) 1'**			
393	1.36	Adjust manhole ring and cover	EA	$	1,000.00
394		**Manhole drop connection - outside**			
395	1.37	8" main, 2' - up to 4' (vertical) drop	EA	$	2,300.00
396	1.37	8" main, over 4' - up to 6' (vertical) drop	EA	$	3,000.00
397		**Manhole drop connection - inside (gravity or force main)**			
398	1.38	Connect to existing manhole with inside PVC drop connection 4"	EA	$	1,200.00
399	1.38	Connect to existing manhole with inside PVC drop connection 6'	EA	$	1,400.00
400	1.38	Connect to existing manhole with inside PVC drop connection 8"	EA	$	1,600.00
401	1.38	Connect to existing manhole with inside PVC drop connection 10"	EA	$	2,200.00
402	1.38	Connect to existing manhole with inside PVC drop connection 12"	EA	$	2,600.00
403		**Removal of existing pipelines - nonhazardous**			
404	1.39	2" through 4" diameter pipe	LF	$	35.00
405	1.39	6" through 8" diameter pipe	LF	$	45.00
406	1.39	10" through 12" diameter pipe	LF	$	75.00
407	1.39	15" through 20" diameter pipe	LF	$	99.00
408	1.39	24" through 42" diameter pipe	LF	$	125.00
409		**Grouting and abandonment of existing pipeline**			
410	1.40	2" through 4" diameter pipe	LF	$	24.00
411	1.40	6" through 8" diameter pipe	LF	$	30.00
412	1.40	10" through 12" diameter pipe	LF	$	44.00
413	1.40	15" through 20" diameter pipe	LF	$	55.00
414	1.40	24" through 30" diameter pipe	LF	$	75.00
415	1.40	36" diameter pipe and larger	LF	$	150.00
416		**Install new precast manholes, including ring, cover and associated appurtenances**			
417	1.41	4' diameter manhole up to 6'	EA	$	7,000.00
418	1.41	4' diameter manhole over 6' - up to 8' depth	EA	$	7,500.00
419	1.41	4' diameter manhole over 8' - up to 10' depth	EA	$	7,800.00
420	1.41	4' diameter manhole over 10' - up to 12' depth	EA	$	9,000.00
421	1.41	4' diameter manhole over 12' - up to 14' depth	EA	$	10,000.00
422	1.41	4' diameter manhole over 14' - up to 16' depth	EA	$	11,000.00
423	1.41	4' diameter manhole over 16' - up to 18' depth	EA	$	14,000.00

424	1.41	4' diameter manhole over 18' - up to 20' depth	EA	$	15,000.00
425	1.41	5' diameter manhole up to 6'	EA	$	8,000.00
426	1.41	5' diameter manhole over 6' - up to 8' Depth	EA	$	9,000.00
427	1.41	5' diameter manhole over 8' - up to 10' depth	EA	$	10,000.00
428	1.41	5' diameter manhole over 10' - up to 12' depth	EA	$	13,000.00
429	1.41	5' diameter manhole over 12' - up to 14' depth	EA	$	16,000.00
430	1.41	5' diameter manhole over 14' - up to 16' depth	EA	$	20,000.00
431	1.41	5' diameter manhole over 16' - up to 18' depth	EA	$	22,000.00
432	1.41	5' diameter manhole over 18' - up to 20' depth	EA	$	28,000.00
433	1.41	6' diameter manhole over 8' - up to 10' depth	EA	$	11,000.00
434	1.41	6' diameter manhole over 10' - up to 12' depth	EA	$	11,500.00
435	1.41	6' diameter manhole over 12' - up to 14' depth	EA	$	14,000.00
436	1.41	6' diameter manhole over 14' - up to 16' depth	EA	$	16,000.00
437	1.41	6' diameter manhole over 16' - up to 18' depth	EA	$	24,000.00
438	1.41	6' diameter manhole over 18' - up to 20' depth	EA	$	25,000.00
439		**Water services**			
440	1.42	CCTV 12" pipe	LF	$	30.00
441	1.42	CCTV 16" pipe	LF	$	30.00
442	1.42	CCTV 20" pipe	LF	$	35.00
443	1.42	CCTV 24" pipe	LF	$	40.00
444	1.42	CCTV 30" pipe	LF	$	45.00
445	1.42	CCTV 36" pipe	LF	$	50.00
446	1.42	4" x 3/4" saddle, 3/4" corp stop and 3/4" curb stop assembly	EA	$	1,100.00
447	1.42	4" x 1" saddle, 1" corp stop and 1" curb stop assembly or smaller	EA	$	1,200.00
448	1.42	4" x 1 1/2" saddle, 1 1/2" corp stop and 1 1/2" curb stop assembly or smaller	EA	$	1,200.00
449	1.42	4" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	1,700.00
450	1.42	6" x 3/4" saddle, 3/4" corp stop and 3/4" curb stop assembly	EA	$	1,100.00
451	1.42	6" x 1" saddle, 1" corp stop and 1" curb stop assembly or smaller	EA	$	1,200.00
452	1.42	6" x 1 1/2" saddle, 1 1/2" corp stop and 1 1/2" curb stop assembly or smaller	EA	$	1,400.00
453	1.42	6" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	1,700.00
454	1.42	8" x 3/4" saddle, 3/4" corp stop and 3/4" curb stop assembly	EA	$	1,250.00
455	1.42	8" x 1" saddle, 1" corp stop and 1" curb stop assembly or smaller	EA	$	1,300.00
456	1.42	8" x 1 1/2" saddle, 1 1/2" corp stop and 1 1/2" curb stop assembly or smaller	EA	$	1,300.00
457	1.42	8" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	1,400.00
458	1.42	10" x 3/4" saddle, 3/4" corp stop and 3/4" curb stop assembly	EA	$	1,150.00
459	1.42	10" x 1" saddle, 1" corp stop and 1" curb stop assembly or smaller	EA	$	1,200.00
460	1.42	10" x 1 1/2" saddle, 1 1/2" corp stop and 1 1/2" curb stop assembly or smaller	EA	$	1,550.00
461	1.42	10" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	1,850.00
462	1.42	12" x 3/4" saddle, 3/4" corp stop and 3/4" curb stop assembly	EA	$	1,150.00
463	1.42	12" x 1" saddle, 1" corp stop and 1" curb stop assembly or smaller	EA	$	1,150.00
464	1.42	12" x 1 1/2" saddle, 1 1/2" corp stop and 1 1/2" curb stop assembly or smaller	EA	$	1,550.00
465	1.42	12" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	1,450.00
466	1.42	16" x 3/4" saddle, 3/4" corp stop and 3/4" curb stop assembly	EA	$	800.00
467	1.42	16" x 1" saddle, 1" corp stop and 1" curb stop assembly or smaller	EA	$	900.00

468	1.42	16" x 1 1/2" saddle, 1 1/2" corp stop and 1 1/2" curb stop assembly or smaller	EA	$	1,250.00
469	1.42	16" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	1,550.00
470	1.42	20" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	2,000.00
471	1.42	24" x 2" saddle, 2"corp stop and 2" curb stop assembly	EA	$	2,050.00
472	1.42	2" blue PE tubing, installation	LF	$	43.00
473	1.42	2" blue PE tubing, additional tubing above ground	LF	$	30.00
474	1.42	1 1/2" blue PE tubing, meter connection	LF	$	28.00
475	1.42	1 1/2" blue PE tubing, additional tubing above ground	LF	$	28.00
476	1.42	1" blue PE tubing, meter connection	LF	$	27.00
477	1.42	1" blue PE tubing, additional tubing above ground	LF	$	27.00
478	1.42	3/4" blue PE tubing, meter connection	LF	$	33.00
479	1.42	3/4" blue PE tubing, additional tubing above ground	LF	$	30.00
480	1.42	3/4" Brass (Ford) Curb Stop, (Meter X CTS)	EA	$	150.00
481	1.42	1" Brass (Ford) Curb Stop, (Meter X CTS)	EA	$	225.00
482	1.42	1 1/2" Brass (Ford) Curb Stop, (Meter X CTS)	EA	$	410.00
483	1.42	2" x 3/4" meter connection - single service line and meter box	EA	$	850.00
484		**Lining and Sheeting**			
485	1.43	Furnish and Install Fiberglass Liner With Top and Grout	SF	$	350.00
486	1.43	Install Polymorphic Resin (I.E.T.) Liner Systems	SF	$	60.00
487	1.43	Install 100% Calcium Aluminate (Sewper CoatTM) Lining System (minimum 1" thickness)	SF	$	50.00
488	1.43	Install SpectraShieldTM Lining System	SF	$	48.00
489	1.43	Install Urethane/ Epoxy, Polyurea (Green MonsterTM) Lining System	SF	$	50.00
490	1.43	Furnish and Install Wet Well Draw Tube	VF	$	300.00
491	1.43	Furnish, Install and Remove Temporary Sheeting	SF	$	55.00
492	1.43	Furnish and Install Permanent Sheeting	SF	$	60.00
493		**Sewer Pipe TV Inspections**			
494	1.44	Sewer main cleaning and TV inspection (8-inch through 12-inch)	LF	$	58.00
495	1.44	Sewer main cleaning and TV inspection (15-inch through 21-inch)	LF	$	66.00
496	1.44	Sewer main cleaning and TV inspection (21-inch through 24-inch)	LF	$	72.00
497	1.44	Sewer Lateral TV inspection from main w/ P&T Camera (up to 30 feet)	LF	$	72.00
498	1.44	Sewer Lateral TV inspection from main (beyond 30 feet)	LF	$	72.00
499	1.44	Sewer Lateral TV inspection from cleanout w/P&T Camera (up to 30 feet)	LF	$	46.00
500	1.44	Sewer Lateral TV inspection from cleanout (beyond 30 feet)	LF	$	46.00
501		**Sewer Cleanout Installations**			
502	1.45	Cleanout installation in grass area (up to 5 feet in depth)	LF	$	1,600.00
503	1.45	Cleanout installation in asphalt area (up to 5 feet in depth)	LF	$	700.00
504	1.45	Cleanout installation in concrete area (up to 5 feet in depth)	LF	$	2,000.00
505	1.45	Cleanout installation (beyond 5 feet in depth)	LF	$	230.00
506	1.45	Work in rear-yard easement (items listed above)	LF	$	500.00
507		**Sewer Pipe Laterals**			
508	1.46	Lateral Pipe Grouting, to facilitate proper lateral liner installation.	LF	$	80.00
509	1.46	Lateral Pipe Testing. (10% of installations)	LF	$	40.00
510	1.46	Mechanical Root or Grease Removal (10-inch and smaller)	LF	$	65.00

511	1.46	Mechanical Tuberculation Removal (10-inch or smaller)	LF	$	85.00
512	1.46	Bypass pumping (8-inch and 10-inch sewer)	LF	$	185.00
513	1.46	Bypass pumping (12-inch and 15-inch sewer)	LF	$	193.00
514	1.46	Bypass pumping (18-inch and 24-inch sewer)	LF	$	200.00
515		**Miscellaneous**			
516	1.47	Emergency work premium	HR	$	10,000.00

TLC Diversified, Inc.

Vendor Name

Bid Bond

STATE OF FLORIDA
COUNTY OF PINELLAS

KNOW ALL MEN BY THESE PRESENTS:

That we, TLC Diversified, Inc. / 2719 17th Street East, Palmetto, FL 34221
(Name and Address of Company)

(hereinafter called "Principal") and Westfield Insurance Company (hereinafter called "Surety") are held and firmly bound unto the City of Tarpon Springs, Florida (hereinafter called "City") in the sum of:

Twenty Thousand Dollars ($20,000.00)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents:

WHEREAS, the "Principal": contemplates submitting or has submitted a Bid to the City of Tarpon Springs, Florida, for

UTILITY REHABILITATION AND CONSTRUCTION SERVICES
Bid No. 240055-B-AS

WHEREAS, it was a condition precedent to the submission of said Bid that a certified check, cashier's check or Bid Bond in the amount of $20,000 be submitted with said Bid as a guarantee that the Bidder would, if awarded the contract, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Public Construction Bond in an amount equal to one hundred percent (100%) of the bid for the performance of said contract, within ten (10) consecutive calendar days after written Notice of Award of the contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the bid and the "Principal" herein be accepted and said "Principal" within ten (10) consecutive calendar days after written Notice of Award, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Public Construction Bond in an amount equal to one hundred percent (100%) of the Bid, satisfactory to the City of Tarpon Springs, Florida, then this obligation shall be void; otherwise,

the sum herein stated shall be due and payable to the City of Tarpon Springs, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of said City of Tarpon Springs, Florida, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said "Principal."

IN WITNESS THEREOF, the said

TLC Diversified, Inc.
(Name of Company)

as "Principal" herein, has caused these presents to be signed in its name by its Vice President under its corporate seal, and the said Westfield Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-In-Fact under its corporate seal, the 26th day of March, 2024.

NAME OF COMPANY: TLC Diversified, Inc.

By: X
(Signature)

Eric Macek
(Please Print or Type Name)

VP of Pre-Construction
(Title)

SEAL

ATTEST: see attached power of attorney
(Signature)

Westfield Insurance Company
Surety Name

Attorney-in-Fact
Don Bramlage, Attorney-In-Fact &
Florida Resident Agent - Inquiries: 407-330-3990

General
Power
of Attorney

CERTIFIED COPY

POWER NO. **0994592 00**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

DON BRAMLAGE, LAURA D. MOSHOLDER, EDWARD M. CLARK, JOINTLY OR SEVERALLY

of **SANFORD** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**- - - -

BID FORM PRICING

BID NO. 240055-B-AS
UTILITY REHABILITATION AND CONSTRUCTION SERVICES

ATTACHMENT A- PRICING TAB ATTACHED AS AN EXCEL SPREADSHEET

Bidder acknowledges that all applicable licenses (City, County, State, and Federal) have been obtained and shall provide proof immediately upon request.

Bidder: TLC Diversified, Inc.

Address: 2719 17th Street East

City: Palmetto State: FL Zip: 34221

Phone No.: (941) 722-0621 Fax No: (941) 722-1382 Email: emacek@tlcdiv.com

Eric Macek/VP of Pre-Construction
Printed Name and Title

X
Authorized Signature

April 02, 2024
Date

List at least 5 References

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES WHICH ARE SIMILAR IN SCOPE TO THIS PROJECT:

1.Project/Contract Name:	Sanitary Sewer Pump Station Rehabilitations
Dollar Value:	$ 5.72 Million
Contact Name:	Tom Menke, P.E./P.M. Pinellas County
Email/Phone Number:	tmenke@co.pinellas.fl.us / 727-282-6240
Agency/Company Name:	Pinellas County, FL
Address:	14 South Fort Harrison Avenue, Clearwater, FL 33756
Date completed/or if in Progress:	October 2021

2. Project/Contract Name:	Waterset Reclaimed Water Storage Tank & Pump Station
Dollar Value:	$ 8.63 Million
Contact Name:	Al Martini, P.E.
Email/Phone Number:	martinia@hillsboroughcounty.org / 813-209-3069
Agency/Company Name:	Hillsborough County, FL
Address:	925 E. Twiggs Street, Tampa, FL 33602
Date completed/or if in Progress:	May 2021
3. Project/Contract Name:	Western Water Treatment, Storage and Pumping
Dollar Value:	$ 7.51 Million
Contact Name:	Jim Monahan, P.E. /P.M. City of Winter Garden
Email/Phone Number:	jmonahan1@cwgdn.com / 407-656-4111 ext. 5463
Agency/Company Name:	City of Winter Garden, FL
Address:	300 W. Plant Street, Winter Garden, FL 34787
Date completed/or if in Progress:	October 2020
4. Project/Contract Name:	FKAA Reverse Osmosis Water Treatment Facility
Dollar Value:	$ 41.8 Million
Contact Name:	David Hackworth, P.E./Director of Capital Projects, FKAA
Email/Phone Number:	dhackworth@fkaa.com / 305-295-2152
Agency/Company Name:	Florida Keys Aquaduct Authority (FL) (FKAA)
Address:	1050 Kennedy Drive, Suite 307, Key West, FL 33040
Date completed/or if in Progress:	Anticipated Completion Date is September 2024
5. Project/Contract Name:	Lift Station #45 Forcemain Replacement
Dollar Value:	$ 1.98 Million
Contact Name:	Todd Kuhnel, P.M., City of Clearwater
Email/Phone Number:	todd.kuhnel@myclearwater.com / 727-562-4798
Agency/Company Name:	City of Clearwater, FL
Address:	100 S. Myrtle Avenue, Suite 220, Clearwater, FL 33756
Date completed/or if in Progress:	July 2020

QUESTIONNAIRE

This questionnaire must be completely filled out and returned as part of your bid/proposal. Failure to do so may result in disqualification of your bid/proposal. Evaluation of this questionnaire is a prime factor in the award of this Agreement.

1. Please state the full, legal name (including any d/b/a) of your firm and provide contact information.

Company Name: TLC Diversified, Inc.

Contact Name: Dalas Lamberson/President
Eric Macek/VP of Pre-Construction

PINELLAS COUNTY SANITARY SEWER PUMP STATION REHABS

PINELLAS COUNTY FY2018-2021 LS REHABS

PINELLAS COUNTY, FL | PROJECT 181301

This project involved the complete rehabilitation of 33 existing sewage lift/pump stations across Pinellas County. The scope of work for many of the stations involved complete rehabs with all new electrical, I&C, valves, piping, coatings, control panels, submersible pumps and accessories, hardscaping, bypass pumping, and odor control systems. The pump packages varied in sizes;
4 ea – 88HP pump packages, 7 ea – 7.5HP pump packages
13 ea – 15.5HP pump packages, 9 ea – 5.5HP pump packages.
All pump packages had matching control panels.

SUBCONTRACTORS INVOLVED IN CONSTRUCTION

Firm Name	Firm Location	Role
Exceletech	Clermont, FL	Coatings
TPS, Inc.	Sarasota, FL	Electrical
DataFlow Solutions	Melbourne, FL	SCADA

PROJECT DATA

- Original Cost: $5.72 Million
- Total Cost: $5.72 Million
- Notice to Proceed: Oct. 22, 2018
- Final Completion: Oct. 28, 2021

CONTACT

- Tom Menke, P.E.
- Pinellas County - Project Manager
- 727.282.6240
- tmenke@co.pinellas.fl.us

WATERSET RECLAIMED WATER
STORAGE TANK & PUMP STATION

WATERSET RECLAIMED WATER STORAGE TANK & PUMP STATION

HILLSBOROUGH COUNTY, FL | PROJECT 191201

This project scope involved the construction of a new 5.0 million gallon welded steel ground storage tank and high service pumping station along with all related piping, fittings, valves, air release valves and appurtenances, electrical distribution, control system, paving and storm water amenities. The project also included site work, coatings, mechanical, lighting protection, a perimeter wall, lift station, over 1,600 feet of yard piping, and restoration work.

SUBCONTRACTORS INVOLVED IN CONSTRUCTION

Firm Name	Firm Location	Role
CB&I Storage Tank	Plainfield, IL	Storage Tank
BL Smith Electric	Dundee, FL	Electrical
Rocha Controls	Tampa, FL	I&C

PROJECT DATA

- Original Cost: $8.46 Million
- Total Cost: $8.63 Million
- Notice to Proceed: Jan. 27, 2020
- Completion: May 12, 2021

CONTACT

- Al Martini, P.E.
- Hillsborough County - Project Manager
- 813.209.3069
- martinia@hillsboroughcounty.org

WESTERN WATER TREATMENT, STORAGE AND PUMPING

WESTERN WATER TREATMENT, STORAGE AND PUMPING

CITY OF WINTER GARDEN, FL | PROJECT 182401

This project involves the construction of a 3.0 MGD water treatment, storage and pumping facility. Scope of work includes a new masonry single-story building, a 2 MG and 1 MG prestress ground storage tanks, six 100-HP high service splitcase pumps, two 50-HP Jockey pumps, VFDs, new back-up 400kW generator and fuel system, chemical storage and feed systems, 6,000 feet of 16' and 20' raw and potable water piping, SCADA system, electrical, HVAC, access driveway, and landscaping.

SUBCONTRACTORS INVOLVED IN CONSTRUCTION

Firm Name	Firm Location	Role
Precon Corporation	Newberry, FL	Ground Storage Tank
Commerce Controls	Tampa, FL	I&C
Chinchor Electric	Orange City, FL	Electrical

PROJECT DATA

- Capacity: 11.0 MGD
- Original Cost: $7.16 Million
- Total Cost: $7.51 Million
- Reason for Cost Difference: Minor changes requested by owner
- Completion: October 2020

KEY STAFF

- Jake Warren, Project Manager
- Brad Barfield, Superintendent

CONTACT

- Jim Monahan, P.E.
- Project Manager, City of Winter Garden
- 300 W Plant Street, Winter Garden, FL 34787
- 407.656.4111 ext. 5463
- jmonahan1@cwgdn.com

FLORIDA KEYS AQUADUCT AUTHORITY RO WATER TREATMENT FACILITY

STOCK ISLAND, FL | PROJECT 211701

This project scope involves the construction of a new reverse osmosis (RO) treatment facility. The new facility includes a process building designed to meet hurricane wind and storm surge requirements. This structure contains the primary components of a 4.0-mgd capacity RO system, a clean in place membrane system, chemical feed storage and feed systems, an attached permeate water clearwell with degasifiers, and a transfer pumping system to deliver the potable water produced to the distribution system. The facility also includes a RO system control room, breakroom, restrooms, a water quality testing laboratory, and maintenance rooms. Site improvements including yard piping, paving, grading, and drainage are provided for, and are integrated into the other site improvements.

PROJECT DATA

- Contract Amount: $41.8 Million
- Notice to Proceed: Oct. 27, 2021
- Completion Date: September 2024

CONTACT

- David Hackworth, P.E.
- Director of Capital Projects, FKAA
- 305.295.2152
- dhackworth@fkaa.com

SUBCONTRACTORS INVOLVED IN CONSTRUCTION

Firm Name	Firm Location	Role
CEC Controls	West Palm Beach, FL	I&C
Florida Keys Electric	Key West, FL	Electrical
French's Air Conditioning	Tampa, FL	HVAC

LS #45 FORCEMAIN REPLACEMENT

LS #45 FORCEMAIN REPLACEMENT

CITY OF CLEARWATER, FL | PROJECT 190701

The City's main sewage pump station forcemain on Sand Key Beach was failing and constantly having main breaks. This project involved the complete replacement of 4,860 feet of the 16" forcemain by means of HDD and open cut methods. There was heavy traffic control, erosion control, road restoration, hardscape replacement, landscaping, and coordination in order to make this a successful project. The forcemain was replaced with HDPE and ductile iron piping.

PROJECT DATA

- Original Cost: $1.98 Million
- Total Cost: $1.98 Million
- Notice to Proceed: Dec. 16th, 2019
- Final Completion: July 12th, 2020

KEY STAFF

- Alex Zettel, Project Manager
- Steve Drigo, Superintendent

CONTACT

- Todd Kuhnel
- City of Clearwater-Project Manager
- 727.562.4798
- todd.kuhnel@myclearwater.com

SUBCONTRACTORS INVOLVED IN CONSTRUCTION

Firm Name	Firm Location	Role
Centerline DD Services, Inc.	Labelle, FL	HDD
ProWay Paving	Tampa, FL	Asphalt

Address:	Both are at:				
Address:	2719 17th Street East				
City:	Palmetto	State:	FL	Zip:	34221
Telephone:	(941) 722-0621	Fax:	(941) 722-1382		
E-Mail Address:	emacek@tlcdiv.com dlamberson@tlcdiv.com	Website:	www.tlcdiversified.com		

2. How long has your firm been in business? 39 Years

3. How long has your firm provided these services? 39 Years

4. Annual gross revenues of your firm? (Check the appropriate box)
☐ under $100,000 ☐ $100,000 – $499,000 ☐ $500,000 – $999,000
☐ $1,000,000 - $2,000,000 ☒ over $2,000,000

5. How many full and part-time employees do you currently employee?
Full-time: 103 Part-time: 0

6. Provide information on your employee staffing by category and the number of employees in each category.

Category	# of employees
Executives:	04
Project Managers:	10
Administrative:	07
Superintendents:	19
Foremen:	05
Operators:	08
Skilled Laborers:	37
General Laborers:	13
Total	103

7. Who will be supervising the services to be performed under this Agreement and what are their qualifications, years of experience, number of years employed with your firm, etc.?

See Attached

Joseph A. Bujan – Project Manager

QUALIFICATIONS:

Mr. Bujan is a committed team member with 25 years of experience in construction, and maintenance of public and private utility projects dealing with utility infrastructure construction, maintenance, and rehabilitation as a contractor and as a Utility Manager. With experience in constructing civil engineering projects dealing with roadways, storm water drainage systems, sanitary sewer system projects, lift stations, wastewater facilities and Environmental remediation projects. Prior experience being a project manager, inspector and Operational Manager for municipal government in the wastewater industry has provided Mr. Bujan with the insight to understand the interworking of government contracts and requirements to be cost effective and provide a product that the client expects. Manage by result oriented strategic thinker and problem solver. Capable to implement effective solutions decisively while maintaining quality results for the organization.

EDUCATION

- Business Management, University of South Florida, 1992 - 1994
- Associate of Art, St. Petersburg College, degree 1992
- Architectural Design and Building Construction Diploma, Pinellas Technical Education Center, diploma 1988

LICENSES

- State of Florida Certified Underground Utility and Excavation Contractor
- State of Florida Certified General Contractor

CERTIFICATIONS

- Wastewater Collection Technician Class A, Florida Water and Pollution Control Operators Association
- Storm water Management Inspector, Department of Environmental Protection
- Reclaimed Water Field Inspection and Operations Specialist, Florida Water and Pollution Control Operators Association
- Reclaimed Water Distribution Technician Class C, Florida Water and Pollution Control Operators Association.
- Certified Worksite Traffic Supervisor, American Traffic Safety Services Association.
- HAZWOPER supervisor training.
- Confined Space Training.

EMPLOYMENT EXPERIENCE

April 2013 –Presently Project Manager, TLC Diversified Inc.
Mr. Bujan is a Project Manager constructing public utilities and rehabilitation of government utilities, for TLC's Palmetto, Florida office. Responsible for project management, customer service, contract negotiation, and management of subcontractors. Specializing in constructing and rehabilitating of waste water pump stations and waste water reclamation facilities. Clients include: City of Englewood, Hillsborough County, City of Tampa and City of Clearwater.

June 2012 –April 2013 Project Manager, Intercounty Engineering Inc.
Mr. Bujan was Construction and Project Manager for Intercounty Engineering, Plant City, Florida office. Supervisor of staff for general contractor constructing and rehabilitating public utilities and WWRF from the Plant City office. Responsible for customer service, contract negotiation, project management and project superintendent. Clients include: City of Oviedo, City of Orlando, City of Palm Bay, and City of Sarasota.

August 2006 – January 2012 V.P. of Construction Services, Seavy and Associates
Mr. Bujan was V.P. of Construction and Project Manager, responsible for preparation and coordination of subcontractor contracts, project planning, scheduling, client support and coordinator. Manage various environmental compliant and construction projects from initial conception through final design and construction. Provide management and supervision for commercial building construction also construction of public utilities and rehabilitation services for municipalities' infrastructures and utilities. Clients include: City of Largo, Manatee County, Sarasota County, Lockheed Martin, USAF, NASA, Eaton Corp., Hillsborough County, Brevard County, and City of Avon Park

May 2004 – July 2006 Wastewater Collection System Manager, City of Largo Environmental Services
Mr. Bujan was Manager of the City of Largo's sanitary 13 MGD sewer collection system, and 10 MGD reclaim water distribution system. Ensuring compliance with all requirements outlined in the DEP and EPA Maintenance Operations and Management control program. Direct, monitor and oversee operations and maintenance of all aspects associated with the sanitary sewer collection system and reclaimed water system, oversee staff, responsible for sanitary sewer concurrence review and permitting. Manage and develop long term Capital Improvement Projects. Manage, develop and oversee the divisions operational and maintenance expenses.

September 1997- May 2004 Construction Inspector, City of Largo Engineering
Mr. Bujan was Project Manager and Inspector of new and rehabilitation Engineering projects for roadways, storm water drainage, sanitary sewer systems, lift stations, reclaim water distribution

systems and structural concrete projects. Review of engineering project designs, contract documentation and shop drawings.

May 1988- September 1997 Engineering Assistant, City of Largo Engineering
Mr. Bujan performed engineering inspections of new and rehabilitation Engineering projects for roadways, storm water drainage, sanitary sewer systems, lift stations, reclaim water distribution systems and structural concrete projects. Review of Engineering project designs, contract documentation and shop drawings. Assistant to the City Engineer to design plans and create project specifications as required for Engineering and Public works projects.

Steve Drigo – Utility Superintendent

Key Qualifications:

- 20+ Years in lift station and underground utility experience
- Hundreds of miles of gravity sewer collection systems and forcemains installed
- In the past three years alone has successfully completed 45,000 of directional drilling/forcemain projects for TLC Diversified

Benefit to This Contract:

Mr. Drigo is an underground utility Superintendent with 20+ years of experience. He's also highly skilled in lift station projects and currently is working on the City of St. Pete Beach's lift station #13 rehab project.

Professional Licensure

OSHA 30HR Certified
Confined Space Entry Trained
Competent Person Trained Trenching & Excavation

Select Project Experience:

Pinellas County Boca Ciega Bay Subaqueous Crossing

SUPERINTENDENT – This project involved a new 24", DR-18, C-905, FPVC sewage forcemain installed by HDD method under the Boca Ciega Bay. The depth of the drill went down 70 feet below the surface and a total length of 4,100 feet in one single drill and pull. The work also involved 2,900 feet of open cut 24" forcemain with 24"x18" line stops on PCCP and DIP and two 24" hot taps. There was heavy traffic control due to tie-ins being under an intersection and also along the Pinellas Trail. Work included asphalt paving, sodding, etc.

City of St. Petersburg Sludge Transfer Forcemain & Pump Stations

SUPERINTENDENT – The project included 36,000 feet of 4" and 6" forcemain installed by HDD; TLC furnished and installed 38 air release structures; maintenance of traffic and surface restoration at 42 HDD entry/exit locations; complete construction of new duplex transfer pump stations at two existing wastewater treatment facilities – they include concrete slabs-on-grade, progressive cavity pumps, associated valves and piping along with all related electrical and instrumentation; The project also involved two new offsite odor control facilities with carbon absorber odor control units. Included in this scope of the project are new concrete slabs, FRP influent manholes, FRP discharge drop manholes on the existing sanitary sewer, associated pipe connections, new electrical services, new potable water service, fence/gates, landscaping, and new asphalt pavement.

8. What tools, vehicles and equipment currently owned by your firm will be utilized to provide the requirements of this Agreement?

See Attached

9. List additional equipment your firm will require to provide services to the City and when and how you plan to acquire the equipment.

Will Rent the Following: Plate Tamps, Cranes, Excabator, Street Sweeps

10. Have you had a contract terminated by a customer in the past 3 years? N/A If yes, please explain.

N/A

11. Provide a copy of your firm's Occupational License No. with the Expiration Date (if applicable). See Attached

12. Provide a copy of your firm's Federal Employer Tax ID certificate. See Attached

13. Provide a copy of all your current insurance coverages for General Liability, Automobile and Worker's Compensation. See Attached

14. Provide evidence of a certification through Pinellas County Licensing Board (if applicable). See Attached

15. Provide documentation that your firm is registered with the Florida Division of Corporations to do business within the state of Florida. See Attached

TLC DIVERSIFIED EQUIPMENT INVENTORY LIST

Unit Number	Make	Item description	Office Location	Condition	Serial No.	Model
44	Thompson	Trash Pump	West Palm Beach	Good	9405121A1	3SA-GHC-8
58	Ford	Truck Crane 18 Ton	Palmetto	Good	1FDZU82A9KVA58254	L8000
64	Multiquip	Mudhog Pump 3"	Palmetto	Fair	P982560	MOD306H
66	Multiquip	Mudhog Pump 3"	Palmetto	Good	P982426	MOD306H
67	Case	Rubber Tire Backhoe	Palmetto	Good	JJG0273463	580SL-2
78	Dri-Eaz	Blower Fan	West Palm Beach	Good	1632	Vortex F174
91	Link-Belt	40 Ton Crawler Crane	Palmetto	Good	B3RH8-106A	LS-98C
92	GMC	Utility Bed Pick-Up Truck	West Palm Beach	Good	1GTGC24U51Z272247	2500 Sierra
94	GMC	Utility Bed Pick-Up Truck	Palmetto	Fair	1GTGC24U62Z130037	2500 Sierra
100	Allegro	Blower Fan	Palmetto	Good	9513-6153	9543-25
104	Anderson	20 Ton Trailer	Palmetto	Good	4YNBN25263C016487	TA8250T
106	DeVilbiss	Air Compressor & Tank	Orlando	Good	2216076393	919.16551
108	JCB	Rubber Tire Backhoe	Orlando	Good	SLP214TC2U0901832	214E
112	Dragon	12" Road Crossing Bypass Manifold	Palmetto	Good	N/A	N/A
114	Ozito	Concrete Vibrator	West Palm Beach	Good	N46246	2-4SS

121	Aqua Tap	Wet Tapping Drill Kit	West Palm Beach	Good	60326	315-269290
132	Biosystem, Inc	Gas Detector	Orlando	Excellent	17656	PhD Ultra
147	Hydromatic	4" Non-Clog Submersible Bypass Pump	Palmetto	Good	S63936	S4M1500M3-4
148	Honda	3" Centrifical Gas Pump	Palmetto	Good	3Y8Z001083	GX-200
149	Honda	3" Centrifical Gas Pump	West Palm Beach	Good	3Y8Z001126	GX-200
150	Hydromatic	6" Non-Clog Submersible Bypass Pump	West Palm Beach	Good	P66213	60RP
151	Diamond	Hydraulic Core Drill	Palmetto	Fair		Weka DK-12
152	Partner	Hydraulic Cut Saw	Palmetto	Good		K3600
155	Honda	3" Centrifical Gas Pump	West Palm Beach	Good	3Y8Z001174	WP30X
158	Friamat	Electro-Fusion Machine	West Palm Beach	Good	FR04-30-069	Friamat II
161	JCB	Skid-Steer Robot	Palmetto	Fair	SLP111TS4E0889006	1110
172	GMC	Utility Bed Pick-Up Truck	Palmetto	Good	1GDHC24U75E278077	2500 Sierra
173	GMC	Utility Bed Pick-Up Truck	West Palm Beach	Fair	1GDHC24U76E278077	2500 Sierra
174	Continental	Cargo Trailer	Palmetto	Good	5NHUFE0125U316048	GAFEX585A
175	Continental	Cargo Trailer	West Palm Beach	Fair	5NHUFE0125U316724	GAFEX585A
176	Continental	Cargo Trailer	West Palm Beach	Good	5NHUFE0125U316725	GAFEX585A
178	Honda	3" Centrifical Gas Pump	Palmetto	Good	3Y8Z001055	GX-200
179	Honda	3" Centrifical Gas Pump	Orlando	Good	3Y8Z001186	GX-200
182	Dri-Eaz	Blower Fan	Orlando	Good	6934	Vortex F174
183	Sterling	Truck Crane 26 Ton	Palmetto	Good	2FZHAWAK83AL98718	LT8500
187	Dri-Eaz	Blower Fan	Palmetto	Good	1683	Vortex F174
188	Trailblazer	Portable Welder	West Palm Beach	Good	GO4102501017	270
189	Biosystem, Inc	Gas Detector	West Palm Beach	Excellent		PhD Ultra
191	Hilti	Electric Core Drill	Palmetto	Good		DD200
192	Case	Rubber Tire Backhoe	Palmetto	Good	N5C384734	580 Super M

193	Cat	Rubber Tire Backhoe	Orlando	Good	CAT0420DTFDP23896	420D
196	Coleman	Generator 5000kW	Palmetto	Good	96091202	PM0525
197	Coleman	Generator 5000kW	Orlando	Fair	96091208	PM0525
198	Coleman	Generator 5000kW	West Palm Beach	Good	96811953	PM0525
203	GMC	Cargo Van	Orlando	Fair	1GTHG35U761191253	Savannah 3500
205	GMC	Utility Bed Pick-Up Truck	West Palm Beach	Good	1GTHC24U56E106622	Sierra 2500
209	JCB	Rubber Tire Backhoe	Palmetto	Good	SLP214TC5U0905240	214
210	Hydromatic	4" Non-Clog Submersible Bypass Pump	West Palm Beach	Fair	S15941	S4M750M3.4
211	Coleman	Generator 7500kW	Orlando	Good	D29712957	PM011600
218	JCB	Rubber Tire Backhoe	Palmetto	Excellent	SLP214TC6U0907476	214
222	Spectrum	Plasma Cutter	Palmetto	Good	LG380251P	375 X-Treme
223	Industry	Gas Detector	Orlando	Excellent	0612200-055	M40
224	Industry	Gas Detector	West Palm Beach	Excellent	0611111-125	M40
229	Cat	Rubber Tire Backhoe	Palmetto	Excellent	CAT0416EASHA00834	416E
230	Cat	Rough Terrain 6K Forklift	Palmetto	Good	31AO1766	RC 60
231	Mack	Tri-Axle Dump Truck	Palmetto	Good	1M2AG11C77M044817	CV713
232	John Deere	Steel Track Excavator	Palmetto	Good	FF330CX082228	330 CLC
241	National	Truck Crane 20 Ton	West Palm Beach	Good	2FZHATDC26AU04083	LT7500
242	GMC	Utility Bed Pick-Up Truck	Orlando	Good	1GDHC24U97E162298	Sierra 2500
245	John Deere	Rubber Track Mini-Excavator	Orlando	Good	FF050DX245451	50D
246	Multiquip	Reversible Plate Compactor	Orlando	Excellent	K7210	MVH304GH
249	Smalline	4" Double Diaphram Pump	West Palm Beach	Excellent	KG4801202	SL4DDPKE
250	Allegro	Blower Fan	West Palm Beach	Good		9543-25
253	Sumitomo	Steel Track Clam Bucket Excavator	Palmetto	Good	200P2-5300	S280
254	General	Blower Fan	Palmetto	Excellent	32067	EP-8

269	Cat	Forklift 9K	West Palm Beach	Good	3CM12064	DPL40
272	Briggs & Stratton	Generator 5500kW	West Palm Beach	Good	1016075433	30424
281	Precision	Laser Level	Palmetto	Excellent	14391	LL100
282	GMC	Utility Bed Pick-Up Truck	Palmetto	Excellent	1GD01ZCG5BF221325	Sierra 2500
285	Grove	55 Ton Rough Terrain Crane	Palmetto	Excellent	84699	RT855B
287	Oztec	Concrete Vibrator	Palmetto	Good	AB195212	
292	Ford	Pick-Up Truck	West Palm Beach	Good	1FTNF1CT0CKE08930	F-150
293	Rice	Hydrostatic Test Pump	Palmetto	Excellent	36177802	
294	Ford	Pick-Up Truck	Palmetto	Excellent	1FTNF1CT1DKE66773	F-150
295	Chevrolet	Utility Bed Pick-Up Truck	West Palm Beach	Excellent	1GB0CVCG3DF111193	Silverado 2500
296	Chevrolet	Utility Bed Pick-Up Truck	Palmetto	Excellent	1GB0CVCG6DF128764	Silverado 2500
297	Wacker	Generator 6kW	Orlando	Good	5836898	GV5600A
298	Tsrumi	Generator 6kW	West Palm Beach	Good	1003175	
299	Chevrolet	Utility Bed Pick-Up Truck	Palmetto	Excellent	1GB0CVCG6DF128666	Silverado 2500
300	Chevrolet	Utility Bed Pick-Up Truck	West Palm Beach	Excellent	1GB0CVCG7DF226735	Silverado 2500
303	Rice	Hydrostatic Test Pump	Palmetto	Excellent	34263323	
306	Volvo	Tri-Axle Dump Truck	West Palm Beach	Excellent	4V5KC9GH47N484705	VHD64B200
308	Chevrolet	Utility Bed Pick-Up Truck	Palmetto	Excellent	1GC1CZCGXEF188782	Silverado 3500
309	Multiquip	Reversible Plate Compactor	Palmetto	Excellent	Y9596	MVH306GH
310	Multiquip	Reversible Plate Compactor	Orlando	Excellent	V7854	MVH306GH
311	Multiquip	Jumping Jack	Palmetto	Excellent	W2740	MTX70
312	Chevrolet	Utility Bed Pick-Up Truck	Palmetto	Excellent	1GC1CYEG3FF126875	Silverado 3500
313	Volvo	Steel Track Excavator	Palmetto	Excellent	VCEC240CH0011887	EC240CL
314	JCB	Rubber Tire Backhoe	West Palm Beach	Excellent	2267290	3CX-14
315	JCB	Rubber Tire Backhoe	Palmetto	Excellent	2267528	3CX-14

316	Chevrolet	Utility Bed Pick-Up Truck	Palmetto	Excellent	1GB1CYEG3FF582069	Silverado 3500
317	Chevrolet	Utility Bed Pick-Up Truck	Orlando	Excellent	1GB1CYEG2FF580944	Silverado 3500
319	Allegro	Blower Fan	Palmetto	Excellent	43-00205	9543
320	Allegro	Blower Fan	Orlando	Excellent	43-00362	9543
323	Leica	Digital Theodolite	Palmetto	Excellent	839722	LDT-05
324	Magnum Pro	3" Diaphram Pump	Orlando	Excellent	1031670	MCP5537
325	Wacker	3" Diaphram Pump	Palmetto	Good	20010545	PDT 3A

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LAMBERSON, DALAS HAMPTON

TLC DIVERSIFIED, INC.
2719 17TH ST EAST
PALMETTO FL 34221

LICENSE NUMBER: CGC1534995

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/20/2023

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MACEK, ERIC

TLC DIVERSIFIED, INC.
2719 17TH STREET EAST
PALMETTO FL 34221

LICENSE NUMBER: CUC1225581

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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IRS

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0440490360
Jan 07, 2016 LTR 147C
59-2513308

TLC DIVERSIFIED INC
2719 17TH ST E
PALMETTO FL 34221-9314 191

Taxpayer Identification Number: 59-2513308

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of January 7th, 2016.

Your Employer Identification Number (EIN) is 59-2513308. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

CHERIE MANNING
1001898151
Customer Service Representative

Client#: 2300303 569TLCDI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Theresa Cerf
McGriff Insurance Services 12485 28th Street N 3rd Floor St Petersburg, FL 33716 727 823-5551	PHONE (A/C, No, Ext): 727 823-5551 FAX (A/C, No): 727-894-3339 E-MAIL ADDRESS: Theresa.Cerf@mcgriff.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
TLC Diversified, Inc. 2719 17th St E Palmetto, FL 34221	INSURER A : Zurich American Insurance Company	16535
	INSURER B : Allied World National Assurance Company	10690
	INSURER C : Travelers Property Casulaty Ins Co	25674
	INSURER D : Continental Casualty Company	20443
	INSURER E : Travelers Casulaty & Surety Co of Ameri	31194
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	35379998801	03/01/2024	03/01/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	Contractual Liabilit						MED EXP (Any one person)	$10,000
	$1,000 Deductible						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	35380008001	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR	X	X	03141236	01/01/2024	03/01/2025	EACH OCCURRENCE	$5,000,000
C	X EXCESS LIAB CLAIMS-MADE	X	X	EX9W90874024NF	01/01/2024	03/01/2025	AGGREGATE	$10,000,000
	DED X RETENTION $10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	35379988801	03/01/2024	03/01/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Installation			7037100866	04/01/2024	03/01/2025	5,000,000 Ea Job Site 1,000,000 Transit/Stor	
E	Crime/Fiduciary			107067715	04/01/2024	03/01/2025	500,000/1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured on General Liability and Auto Liability on a Primary-Noncontributory basis. Blanket Waiver of Subrogation on General Liability, Auto Liability and Workers Compensation. Umbrella follows form. 30 Days' Notice of Cancellation will be endorsed when required by written contract.

CERTIFICATE HOLDER

****FOR BIDDING PURPOSES****

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kyle Helms

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I-CGC041816

Lamberson. Thurston
2719 17th Street East
Palmetto. FL 34221

PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD

THIS CERTIFIES THAT **Thurston Lamberson**
DBA **TLC Diversified Inc**

STATE CERT # **I-CGC041816**
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD.

IN GOOD STANDING UNTIL. **September 30, 2024**
DATE OF ISSUANCE **09/19/2023**

*** Please cut out license along lines**

I-CUC053963

Lamberson, Thurston
2719 17th Street East
Palmetto, FL 34221

PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD

THIS CERTIFIES THAT **Thurston Lamberson**
DBA **TLC Diversified Inc**

STATE CERT # **I-CUC053963**
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD
IN GOOD STANDING UNTIL **September 30, 2024**
DATE OF ISSUANCE **09/19/2023**

*** Please cut out license along lines**

DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation
TLC DIVERSIFIED, INC.

Filing Information

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Event Date Filed	08/23/2017
Event Effective Date	NONE

Principal Address

2719 17TH STREET EAST
PALMETTO, FL 34221

Changed: 04/25/2001

Mailing Address

2719 17TH STREET EAST
PALMETTO, FL 34221

Changed: 04/25/2001

Registered Agent Name & Address

Lamberson, Dalas
303 Ocala Rd
Belleair, FL 33756

Name Changed: 02/18/2022

Address Changed: 02/21/2022

Officer/Director Detail

Name & Address

Title DP

Lamberson, Dalas
2719 17TH STREET EAST
PALMETTO, FL 34221

Title CFO

LAMBERSON, THURSTON
2719 17TH STREET EAST
PALMETTO, FL 34221

Title Treasurer

Nowakowski, Benjamin
2719 17TH STREET EAST
PALMETTO, FL 34221

Title Secretary

Justus, DeAnna
2719 17TH STREET EAST
PALMETTO, FL 34221

Annual Reports

Report Year	Filed Date
2023	04/17/2023
2024	01/10/2024
2024	01/11/2024

Document Images

01/11/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
01/10/2024 -- ANNUAL REPORT	View image in PDF format
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01/23/2020 -- ANNUAL REPORT	View image in PDF format
01/29/2019 -- ANNUAL REPORT	View image in PDF format
02/12/2018 -- ANNUAL REPORT	View image in PDF format
08/23/2017 -- Amendment and Name Change	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
02/24/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
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Florida Department of State, Division of Corporations

DRUG FREE WORKPLACE FORM

PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS UNDER SECTION 287.087, FLORIDA STATUTES.

1. This statement is submitted with the attached Bid/Proposal.

2. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that is has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

    a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
    b. 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.
    c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
    d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, 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.
    e. 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.
    f. 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.

VENDOR'S PRINTED NAME: TLC Diversified, Inc.

AUTHORIZED SIGNATURE: X

Eric Macek/VP of Pre-Construction

SECTION E - BID SUBMITTAL FORM

FLORIDA TRENCH SAFETY ACT

CERTIFICATION AND DISCLOSURE STATEMENT

The undersigned acknowledges the requirements of the Florida Trench Safety Act (Section 553.60 et. seq. Florida Statutes).

A. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 C.F.R Section 1926.650 Subpart P, as the interim state standard until such time as the state of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates, or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.

8. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.

C. The contractor shall consider the geotechnical data available from the County, if any, the Contractor's own sources, and all other relevant information in its design of the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibilities for the selection of the data on which it relies in designing the safety system, as well as for the system itself.

D. The amounts that the Bidder has set forth for pipe installation includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit values shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Agreement Time or price shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided In these Contract Documents

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
1.	Slope	LS	1	$500.00	$ 500.00
2.				$	$
3.				$	$
4.				$	$
5.				$	$

For Information Only, Not for Payment Purposes $500.00

Bidder may use additional sheets as necessary to extend this form. Failure to complete the above may result in the bid being declared non-responsive.

E. The amount disclosed as the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. The Contractor shall extend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as otherwise be provided).

F. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

TLC Diversified, Inc.
Company Name

X
Name and Title Eric Macek/VP of Pre-Construction

Address:
2719 17th Street East
Palmetto, FL 34221

(941) 722-0621 / (941) 722-1382
Telephone/Fax

59-2513308
Federal Employee ID NO. (FEIN)

emacek@tlcdiv.com
Email of Account Representative

PUBLIC ENTITY CRIME FORM

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Tarpon Springs, FL by:

Eric Macek, VP Pre-Construction
(print individual's name and title)

for

TLC Diversified, Inc.
(print name of entity submitting sworn statement)

whose business address is

2719 17th St. E., Palmetto, FL 34221

and (if applicable its Federal Employer Identification Number (FEIN) is

59-2513308

2. I understand that a "public entity crime" as defined in Para. 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment of information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint-venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. Please indicate which statement applies:

__X__ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place e

entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

TLC Diversified, Inc.

(Signature)
Eric Macek, VP Pre-Construction

Sworn to and subscribed before me this 2nd day of April, 2024

Personally known to me.

Notary Public – State of Florida

(Signature of Notary)
Linda Kay Moore

Notary Stamp:

UNANIMOUS CONSENT OF SHAREHOLDERS AND DIRECTORS OF TLC DIVERSIFIED INC.

February 5, 2022

The undersigned, being the sole shareholder and director of the TLC Diversified Inc., a Florida corporation (the "Company"), hereby consent to the adoption of the following resolutions, effective as of the date hereof, by written consent in lieu of a meeting:

WHEREAS, the undersigned desire to have the Company continue to bid on projects from time to time and further desire to designate which of its officers have the authority to execute and deliver such bids;

NOW, THEREFORE, BE IT RESOLVED, that the following officers (the "Authorized Officers") be and each hereby is authorized, empowered and directed, in the name and on behalf of Company, to: (i) to execute and deliver bids for construction projects from time to time and (ii) negotiate, finalize and enter into, execute and deliver such bids and contracts related thereto, with such additions, deletions or other modifications deemed by such Authorized Officer to be necessary, advisable or appropriate:

Name of Officer	Offices
Dalas Lamberson	Chief Executive Officer and President
Deanna Justus	Secretary
Eric Macek	Vice President of Pre-Construction
Robert LaChance	Construction Manager
Mark Selph	Vice President of Operations

FURTHER RESOLVED, that each such Authorized Officer be and hereby is authorized, empowered and directed, in the name and on behalf of the Company, to undertake any other action deemed by such Authorized Officer to be necessary, advisable or appropriate in furtherance of the Company's objectives in connection with the foregoing resolution, and that any such action taken or any agreement, certificate, notice, letter or other document executed and delivered by such Authorized Officer in connection with any such action shall be conclusive evidence of such Authorized Officer's authority to take, execute and deliver the same;

FURTHER RESOLVED, that all actions heretofore taken by such Authorized Officer or any other manager, director, officer, member, representative or agent of the Company, or any of their affiliates in connection with the foregoing resolutions and the matters or Transaction described therein be and hereby are ratified, confirmed and approved in all respects as the act and deed of the Company;

FURTHER RESOLVED, that these resolutions may be executed (i) via facsimile, e-mail or other means of electronic transmission, which shall be deemed an original and (ii) in any number of separate counterparts (by original or electronic means), each of which shall be an original, and all of which taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have authorized, approved and adopted the forgoing resolutions effective as of the date first above written.

SHAREHOLDER:

Dalas Lamberson

DIRECTOR:

Dalas Lamberson

Sworn to and subscribed before me, Dalas Lamberson, whom is Personally Known to Me, this 5th Day of February, 2022

LAUREN MCGOVERN
Notary Public
State of Florida
Comm# HH202764
Expires 11/29/2025

Date: 2/5/2022
Notary Public: Lauren McGovern

UNANIMOUS CONSENT OF THE SOLE SHAREHOLDER AND DIRECTOR OF TLC DIVERSIFIED, INC.

February 4, 2022

The undersigned, being the sole shareholder and sole the director of the **TLC DIVERSIFIED, INC.**, a Florida corporation (the "**Company**"), hereby consents to the adoption of the following resolutions, effective as of the date hereof, by written consent in lieu of a meeting:

WHEREAS, the undersigned shareholder acquired 100% of the capital stock of the Company as of the date hereof and desires to appoint new directors to serve on the Company's Board of Directors (the "**Board**") and the undersigned newly appointed directors desire to appoint new officers to serve as the Company's officers;

NOW, THEREFORE, BE IT RESOLVED, that the undersigned sole shareholder of the Company hereby elects and appoints the following individuals as sole new directors of the Corporation, to serve as directors until their successors are duly elected and qualified:

Dalas Lamberson

FURTHER RESOLVED, that undersigned newly appointed director hereby appoints the following persons to the office set forth opposite their names, to serve in those capacities until the Board duly elects their successors, or until their earlier resignation, removal or death:

Name of Officer	Offices
Dalas Lamberson	Chief Executive Officer and President
Thurston Lamberson	Chief Financial Officer and Treasurer
Deanna Justus	Secretary
Eric Macek	Vice President of Pre-Construction
Robert LaChance	Construction Manager
Mark Selph	Vice President of Operations

FURTHER RESOLVED, that these resolutions may be executed (i) via facsimile, e-mail or other means of electronic transmission, which shall be deemed an original and (ii) in any number of separate counterparts (by original or electronic means), each of which shall be an original, and all of which taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have authorized, approved and adopted the forgoing resolutions effective as of the date first above written.

SHAREHOLDER:

Dalas Lamberson

DIRECTOR:

Dalas Lamberson

Sworn to and subscribed before me, Dalas Lamberson, whom is Personally Known to Me, this 4th Day of February, 2022

LAUREN MCGOVERN
Notary Public
State of Florida
Comm# HH202764
Expires 11/29/2025

Date: 2/4/2022
Notary Public: Lauren McGovern

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	TLC Diversified, Inc.
Company Facility Address	2719 17th St E Palmetto, FL 34221
Company Alternate Address	2719 17th St E Palmetto, FL 34221
County or Parish	Manatee
Employer Identification Number	59-2513308
North American Industry Classification Systems Code	Construction Of Buildings (236)
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Florida	1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Lauren McGovern
Phone Number	(941) 722-0621
Fax Number	
Email Address	lmcgovern@tlcdiv.com

State of Florida
Department of State

I certify from the records of this office that TLC DIVERSIFIED, INC. is a corporation organized under the laws of the State of Florida, filed on April 4, 1985.

The document number of this corporation is H51364.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 11, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eleventh day of January, 2024

Secretary of State

Tracking Number: 9113962538CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/ppi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.
At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year and may be adjusted thereafter as outlined in the previous paragraph.

No fuel surcharges will be accepted.

BID FORMS

BID No. 240055-B-AS

Submittal Checklist

IMPORTANT
BID DOCUMENTS TO BE RETURNED

The following forms must be completed and submitted with your bid:

X	**Bid Form**
X	**Bid Sheets**
X	**Bid Bond**
X	**Reference Form**
X	**Drug Free Workplace Form**

BID FORM

UTILITY REHABILITATION AND CONSTRUCTION SERVICES

BIDDER U.S. Water Services Corporation

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to provide all Services specified and in accordance with the other terms and conditions of the Contract Documents.

This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening.

1. In submitting this Bid, Bidder represents that:

   a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

Date	Number	Date	Number
3/12/24	1	3/22/24	5
3/15/24	2		
3/18/24	3		
3/22/24	4		

   b. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

   c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

   d. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.

e. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.

f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

g. Bidder will complete the Work in accordance with the Contract Documents for the unit prices shown on the Electronic Bid Sheets. Electronic Bid Sheets to be submitted with bid in Excel format on a flash drive as well as a printed hard copy.

TOTAL OF A QUANTITY OF ONE (1) FOR EACH BID ITEM FROM ELECTRONIC BID SHEETS (HARD COPY OF ELECTRONIC BID SHEETS TO BE INCLUDED WITH BID:

two million eight hundred ninety-nine thousand seven hundred fifty-six and twenty-five hundredths / $ 2,899,756.25

(Words) **(Numbers)**

h. Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with Florida Trench Safety Act (90-96, laws of Florida) effective October 1, 1990.

Bidder: U.S. Water Service Corporation Date: 4/2/2024

Address: 4939 Cross Bayou Blvd.

City: New Port Richey State: FL Zip: 34652

Phone No.: 727-848-8292 Fax No: 727-842-6412

Email: CCREGO@USWATERCORP.NET

Edward Mitchell, Sr. VP, Secretary

Printed Name and Title

Authorized Signature

Utility Rehabilitation and Construction Services		240055-B-AS
Bid Sheets		
M&P = Measurement and Payment		Specs = Specifications
UOM = Unit of Measurement		LF = Linear Feet
EA = Each		SY = Square Yard
N/A = Not Applicable		SF = Square Foot
VF = Vertical Feet		CY = Cubic Yard
TN = Ton		ED = Each Day
LB = Pound		HR = Hour
FDOT = Florida Department of Transportation Specifications		Revisions in red

Item #	M&P Item #	Description	UOM	Price
1		**Restoration, includes maintaining for 30 days after completion**		
2	1.01	Seed and mulch	SY	$ 6.00
3	1.01	Sodding - Bahia	SY	$ 7.00
4	1.01	Sodding - St. Augustine	SY	$ 8.00
5	1.01	Brick Street Restoration	SF	$ 73.00
6		**Control and abatement of erosion and water pollution**		
7	1.02	Sand bagging	CY	$ 43.00
8	1.02	Baled hay and staked	EA	$ 6.00
9	1.02	Staked silt fence	LF	$ 4.00
10	1.02	Filter Sock or Log	EA	$ 26.00
11		**Earthwork and related operations**		
12	1.03	Excavation of unsuitable material - haul offsite and dispose (truck measure)	CY	$ 97.00
13	1.03	Borrow (truck measure)	CY	$ 34.00
14	1.03	Clear right-of-way and haul off and dispose offsite (truck measure)	CY	$ 138.00
15		**Asphaltic concrete surface and friction courses**		
16	1.04	1-1/2" asphalt, Superpave Asphalt Base, Type B-12.5	SY	$ 36.00
17	1.04	1" asphalt overlay, Superpave Asphalt Base, Type B-12.5	SY	$ 31.00
18	1.04	Full depth asphalt, Superpave Asphalt Base, Type B-12.5	TN	$ 492.00
19	1.05	Milling (not to exceed a thickness of 1")	SY	$ 32.00
20	1.06	Crushed concrete base, 12" thick	SY	$ 25.00
21	1.06	Crushed concrete base, 6" thick	SY	$ 17.00
22	1.06	Asphalt Pavement Base & Base Restoration 4" Asphaltic Base	SY	$ 103.00
23	1.06	Asphalt Surface Pavement 1" PC-3 ACSC	SY	$ 31.00
24	1.06	Shell Driveway Base, 6" thick	CY	$ 84.00
25	1.06	Pea Gravel Driveway	SY	$ 25.00
26	1.07	Roadway density test	EA	$ 615.00
27	1.08	Proctor	EA	$ 185.00
28	1.09	Class I concrete	CY	$ 450.00
29	1.09	Concrete, miscellaneous, reinforced (3000psi)	CY	$ 339.00
30	1.09	Furnish and Install Structural Concrete (4000 psi)	CY	$ 628.00
31	1.10	Riprap (sand-cement)	CY	$ 308.00
32	1.11	Flowable fill	CY	$ 230.00
33	1.12	Remove and dispose of existing asphalt and concrete (truck measure)	CY	$ 115.00
34		**Concrete sidewalk, driveways and curb elements**		
35	1.09	Concrete sidewalk or driveway 4" thick	SY	$ 121.00
36	1.09	Concrete sidewalk or driveway 6" thick	SY	$ 144.00
37	1.09	Type F curb & gutter	LF	$ 75.00
38	1.09	2' valley gutter (Miami)	LF	$ 47.00
39	1.09	Special Refill Materials - Crushed Stone	LF	$ 68.00
40	1.09	Remove and Replace Concrete for Wall Penetrations 4" Diameter Hole	CY	$ 400.00
41	1.09	Remove and Replace Concrete for Wall Penetrations 6" Diameter Hole	CY	$ 400.00
42	1.09	Remove and Replace Concrete for Wall Penetrations 8" Diameter Hole	CY	$ 400.00
43	1.09	Remove and Replace Concrete for Wall Penetrations 10" Diameter Hole	CY	$ 400.00
44	1.09	Remove and Replace Concrete for Wall Penetrations Greater than 10 " Hole	CY	$ 400.00
45		**Traffic control devices**		
46	1.13	Barricade type I or II, with warning light	ED	$ 1.50
47	1.13	Barricade type III, with warning light	ED	$ 1.75
48	1.13	Temporary Pavement for Maintenance of Vehicular Traffic (Install & Remove)	CY	$ 75.00
49	1.13	Temporary Pavement for Maintenance of Pedestrian Traffic (Install & Remove)	CY	$ 75.00
50	1.13	Temporary Curb (Includes Paint & Delineators)	LF	$ 85.00
51	1.13	Temporary Vehicle Impact Attenuators	ED	$ 800.00

Utility Rehabilitation and Construction Services		240055-B-AS
Bid Sheets		
M&P = Measurement and Payment		Specs = Specifications
UOM = Unit of Measurement		LF = Linear Feet
EA = Each		SY = Square Yard
N/A = Not Applicable		SF = Square Foot
VF = Vertical Feet		CY = Cubic Yard
TN = Ton		ED = Each Day
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52	1.13	Temporary Concrete Barrier Wall (including mounted lights - Type C Steady Burn)	LF	$ 80.00
53	1.13	Signs, construction	ED	$ 2.00
54	1.13	Arrow boards - 5' minimum horizontal size	ED	$ 40.00
55	1.13	Traffic cones	ED	$ 1.00
56	1.13	Flagger person	HR	$ 55.00
57	1.13	Off Duty Law Enforcement Officer	HR	$ 75.00
58	1.13	Temporary Striping - solid or 6" - 10" skip single yellow or white stripe	LF	$ 12.00
59	1.13	Thermoplastic striping -- solid or 6" - 10" skip single yellow or white stripe	LF	$ 12.00
60	1.13	Raised pavement marker	EA	$ 5.00
61	1.14	MOT Multi-Lane (FDOT Index 102 613)	ED	$ 740.00
62	1.14	MOT Multi-Lane (FDOT Index 102 614)	ED	$ -
63	1.14	MOT Multi-Lane (FDOT Index 102 615)	ED	$ 985.00
64	1.14	MOT Multi-Lane (FDOT Index 102 616)	ED	$ -
65	1.14	MOT Multi-Lane (FDOT Index 102 617)	ED	$ -
66		**Cross drains and side drains - replacement**		
67	1.15	18" concrete pipe round	LF	$ 122.00
68	1.15	18" concrete pipe eliptical	LF	$ 161.00
69	1.15	18" corrugated metal pipe round	LF	$ 98.00
70	1.15	24" concrete pipe round	LF	$ 172.00
71	1.15	24" concrete pipe eliptical	LF	$ 240.00
72	1.15	24" corrugated metal pipe round	LF	$ 126.00
73	1.15	30" concrete pipe round	LF	$ 242.00
74	1.15	30" concrete pipe eliptical	LF	$ 329.00
75	1.15	30" corrugated metal pipe round	LF	$ 151.00
76	1.15	36" concrete pipe round	LF	$ 315.00
77	1.15	36" concrete pipe eliptical	LF	$ 464.00
78	1.15	36" corrugated metal pipe round	LF	$ 195.00
79		**PVC C900 SDR 25, for force mains, 0' - 6' depth**		
80	1.16	3" SDR 25, PVC	LF	$ 24.00
81	1.16	4" SDR 25, PVC	LF	$ 26.00
82	1.16	6" SDR 25, PVC	LF	$ 34.00
83	1.16	8" SDR 25, PVC	LF	$ 40.00
84	1.16	10" SDR 25, PVC	LF	$ 58.00
85	1.16	12" SDR 25, PVC	LF	$ 77.00
86		**PVC C905 SDR 25, for force mains, 0' - 6' depth**		
87	1.16	16" SDR 25, PVC	LF	$ 165.00
88	1.16	18" SDR 25, PVC	LF	$ 192.00
89	1.16	20" SDR 25, PVC	LF	$ 234.00
90	1.16	24" SDR 25, PVC	LF	$ 307.00
91	1.16	30" SDR 25, PVC	LF	$ 468.00
92	1.16	36" SDR 25, PVC	LF	$ 618.00
93		**PVC, C900 DR 18, for water & reclaimed water mains, 0' - 6' depth**		
94	1.16	3" C900 DR 18 PVC-BLUE	LF	$ 24.00
95	1.16	3" C900 DR 18 PVC-PURPLE	LF	$ 24.00
96	1.16	4" C900 DR 18 PVC-BLUE	LF	$ 32.00
97	1.16	4" C900 DR 18 PVC-PURPLE	LF	$ 32.00
98	1.16	6" C900 DR 18 PVC-BLUE	LF	$ 47.00
99	1.16	6" C900 DR 18 PVC-PURPLE	LF	$ 47.00
100	1.16	8" C900 DR 18 PVC-BLUE	LF	$ 63.00
101	1.16	8" C900 DR 18 PVC-PURPLE	LF	$ 63.00

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102	1.16	10" C900 DR 18 PVC-BLUE	LF	$ 91.00
103	1.16	10" C900 DR 18 PVC-PURPLE	LF	$ 91.00
104	1.16	12" C900 DR 18 PVC-BLUE	LF	$ 124.00
105	1.16	12" C900 DR 18 PVC-PURPLE	LF	$ 124.00
106		**PVC, C905 DR 25, for water & reclaimed water mains, 0' - 6' depth**		
107	1.16	16" C905 DR 25 PVC-BLUE	LF	$ 159.00
108	1.16	16" C905 DR 25 PVC-PURPLE	LF	$ 159.00
109	1.16	18" C905 DR 25 PVC-BLUE	LF	$ 167.00
110	1.16	18" C905 DR 25 PVC-PURPLE	LF	$ 187.00
111	1.16	20" C905 DR 25 PVC-BLUE	LF	$ 234.00
112	1.16	20" C905 DR 25 PVC-PURPLE	LF	$ 234.00
113	1.16	24" C905 DR 25 PVC-BLUE	LF	$ 299.00
114	1.16	24" C905 DR 25 PVC-PURPLE	LF	$ 299.00
115	1.16	30" C905 DR 25 PVC-BLUE	LF	$ 468.00
116	1.16	30" C905 DR 25 PVC-PURPLE	LF	$ 468.00
117	1.16	36" C905 DR 25 PVC-BLUE	LF	$ 619.00
118	1.16	36" C905 DR 25 PVC-PURPLE	LF	$ 619.00
119		**PVC, Schedule 80 - Grey, in accordance with ASTM D 1785**		
120	1.16	PVC, Schedule 80, Grey 2"	LF	$ 22.00
121	1.16	PVC, Schedule 80, Grey 3"	LF	$ 28.00
122	1.16	PVC, Schedule 80, Grey 4"	LF	$ 36.00
123	1.16	PVC, Schedule 80, Grey 5"	LF	$ 38.00
124	1.16	PVC, Schedule 80, Grey 6"	LF	$ 50.00
125	1.16	PVC, Schedule 80, Grey 8"	LF	$ 85.00
126	1.16	PVC, Schedule 80, Grey 10"	LF	$ 104.00
127	1.16	PVC, Schedule 80, Grey 12"	LF	$ 123.00
128		**HDPE, C901 per AWWA Specifications**		
129	1.17	HDPE, DIPS DR9 2"	LF	$ 25.00
130	1.17	HDPE, DIPS DR11 3"	LF	$ 28.00
131	1.17	HDPE, DIPS DR11 4"	LF	$ 34.00
132	1.17	HDPE, DIPS DR11 5"	LF	$ 41.00
133	1.17	HDPE, DIPS DR11 6"	LF	$ 43.00
134	1.17	HDPE, DIPS DR11 8"	LF	$ 53.00
135	1.17	HDPE, DIPS DR11 10"	LF	$ 80.00
136	1.17	HDPE, DIPS DR11 12"	LF	$ 96.00
137		**Ductile iron pipe, 0' - 6' depth**	LF	
138	1.18	3" DIP, pressure class 350	LF	$ 222.00
139	1.18	4" DIP, pressure class 350	LF	$ 125.00
140	1.18	6" DIP, pressure class 350	LF	$ 106.00
141	1.18	8" DIP, pressure class 350	LF	$ 137.00
142	1.18	10" DIP, pressure class 350	LF	$ 165.00
143	1.18	12" DIP, pressure class 350	LF	$ 202.00
144	1.18	16" DIP, pressure class 350	LF	$ 304.00
145	1.18	20" DIP, pressure class 350	LF	$ 398.00
146	1.18	24" DIP, pressure class 350	LF	$ 545.00
147		**C110 full body mechanical joint or flanged fittings without accessories**		
148	1.19	Miscellaneous MJ fittings for all C110 MJ fittings	LB	$ 27.00
149		**C153 mechanical joint fittings or flanged without accessories**		
150	1.19	Miscellaneous MJ fittings for all C153 MJ fittings	LB	$ 25.00
151		**Gate valve and box, resilient seated**		
152	1.20	2" gate valve and box	EA	$ 1,016.00

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153	1.20	3" gate valve and box	EA	$ 1,474.00
154	1.20	4" gate valve and box	EA	$ 1,648.00
155	1.20	6" gate valve and box	EA	$ 2,062.00
156	1.20	8" gate valve and box	EA	$ 3,167.00
157	1.20	10" gate valve and box	EA	$ 4,785.00
158	1.20	12" gate valve and box	EA	$ 5,900.00
159	1.20	16" gate valve and box	EA	$ 13,810.00
160	1.20	18" gate valve and box	EA	$ 24,000.00
161	1.20	20" gate valve and box	EA	$ 25,000.00
162	1.20	24" gate valve and box	EA	$ 33,000.00
163		**Butterfly valve and box**		
164	1.20	12" butterfly valve and box	EA	$ 4,618.00
165	1.20	16" butterfly valve and box	EA	$ 8,000.00
166	1.20	18" butterfly valve and box	EA	$ 10,000.00
167	1.20	20" butterfly valve and box	EA	$ 12,000.00
168	1.20	24" butterfly valve and box	EA	$ 16,000.00
169	1.20	30" butterfly valve and box	EA	$ 31,000.00
170	1.20	36" butterfly valve and box	EA	$ 38,000.00
171	1.20	42" butterfly valve and box	EA	$ 55,000.00
172		**Plug valve and box**		
173	1.20	2" plug valve and box	EA	$ 1,058.00
174	1.20	3" plug valve and box	EA	$ 1,241.00
175	1.20	4" plug valve and box	EA	$ 1,478.00
176	1.20	6" plug valve and box	EA	$ 2,054.00
177	1.20	8" plug valve and box	EA	$ 4,009.00
178	1.20	10" plug valve and box	EA	$ 5,127.00
179	1.20	12" plug valve and box	EA	$ 6,449.00
180	1.20	16" plug valve and box	EA	$ 12,000.00
181	1.20	18" plug valve and box	EA	$ 19,000.00
182	1.20	20" plug valve and box	EA	$ 15,000.00
183	1.20	24" plug valve and box	EA	$ 51,000.00
184	1.20	30" plug valve and box	EA	$ 74,000.00
185	1.20	36" plug valve and box	EA	$ 97,000.00
186		**OS&Y valve**		
187	1.20	4"	EA	$ 2,021.00
188	1.20	6"	EA	$ 2,975.00
189	1.20	8"	EA	$ 4,226.00
190	1.20	10"	EA	$ 6,485.00
191	1.20	12"	EA	$ 9,841.00
192	1.20	16"	EA	$ 15,000.00
193	1.20	18"	EA	$ 41,000.00
194	1.20	20"	EA	$ 48,000.00
195	1.20	24"	EA	$ 59,000.00
196		**Directional boring**		
197	1.21	2" DR9 HDPE DIPS, roadway undercrossing	LF	$ 439.00
198	1.21	3" DR9 HDPE DIPS, roadway undercrossing	LF	$ 469.00
199	1.21	4" DR11 HDPE DIPS, roadway undercrossing	LF	$ 352.00
200	1.21	6" DR11 HDPE DIPS, roadway undercrossing	LF	$ 475.00
201	1.21	8" DR11 HDPE DIPS, roadway undercrossing	LF	$ 599.00
202	1.21	10" DR11 HDPE DIPS, roadway undercrossing	LF	$ 843.00

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203	1.21	12" DR11 HDPE DIPS, roadway undercrossing	LF	$ 951.00
204		**Water main blowoff assembly**		
205	1.22	Permanent 2" blowoff assembly and box	EA	$ 4,800.00
206	1.22	2" Autoflush blowoff assembly	EA	$ 9,137.00
207	1.22	4" Autoflush blowoff assembly	EA	$ 9,137.00
208		**Fire hydrant and valve assembly**		
209	1.23	Fire hydrant and valve assembly	EA	$ 15,000.00
210		**Thrust block**		
211	1.24	Cast-in-place thrust block	CY	$ 405.00
212	1.24	Pre-cast thrust block	EA	$ 70.00
213		**Restrained joint devices, bell restraint, for ductile iron pipe or PVC**		
214	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 3"	EA	$ 107.00
215	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 4"	EA	$ 116.00
216	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 6"	EA	$ 160.00
217	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 8"	EA	$ 233.00
218	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 10"	EA	$ 370.00
219	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 12"	EA	$ 401.00
220	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 16"	EA	$ 1,384.00
221	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 18"	EA	$ 1,595.00
222	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 20"	EA	$ 2,055.00
223	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 24"	EA	$ 2,577.00
224	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 30"	EA	$ 2,835.00
225	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 36"	EA	$ 5,715.00
226	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 42"	EA	$ 4,539.00
227		**Restrained joint devices, fitting restraint, for ductile iron pipe or PVC**		
228	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 3"	EA	$ 93.00
229	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 4"	EA	$ 95.00
230	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 6"	EA	$ 115.00
231	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 8"	EA	$ 152.00
232	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 10"	EA	$ 237.00
233	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 12"	EA	$ 254.00
234	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 16"	EA	$ 472.00
235	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 20"	EA	$ 743.00
236	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 24"	EA	$ 886.00
237	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 30"	EA	$ 1,926.00
238	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 36"	EA	$ 2,384.00
239	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 42"	EA	$ 3,993.00
240		**Tapping sleeve and valve and line stops**		
241	1.26	Tapping sleeve and valve 6" x 4"	EA	$ 3,767.00
242	1.26	Tapping sleeve and valve 8" x 4"	EA	$ 4,017.00
243	1.26	Tapping sleeve and valve 8" x 6"	EA	$ 2,194.00
244	1.26	Tapping sleeve and valve 12" x 8"	EA	$ 6,510.00
245	1.26	Tapping sleeve and valve 14" x 8"	EA	$ 6,617.00
246	1.26	Tapping sleeve and valve 16" x 8"	EA	$ 6,962.00
247	1.26	Tapping sleeve and valve 16" x 12"	EA	$ 12,469.00
248	1.26	Tapping sleeve and valve 20" x 8"	EA	$ 8,800.00
249	1.26	Tapping sleeve and valve 20" x 12"	EA	$ 13,000.00
250	1.26	Tapping sleeve and valve 24" x 8"	EA	$ 10,865.00
251	1.26	Tapping sleeve and valve 24" x 12"	EA	$ 15,889.00
252	1.26	Tapping sleeve and valve 24" x 16"	EA	$ 22,284.00
253	1.26	Tapping sleeve and valve 24" x 20"	EA	$ 36,816.00

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254	1.26	3" line stop, temporary, up to 2 days use	EA	$ 4,922.00
255	1.26	4" line stop, temporary, up to 2 days use	EA	$ 6,522.00
256	1.26	6" line stop, temporary, up to 2 days use	EA	$ 7,223.00
257	1.26	8" line stop, temporary, up to 2 days use	EA	$ 8,386.00
258	1.26	10" line stop, temporary, up to 2 days use	EA	$ 9,186.00
259	1.26	12" line stop, temporary, up to 2 days use	EA	$ 9,918.00
260	1.26	16" line stop, temporary, up to 2 days use	EA	$ 13,684.00
261	1.26	18" line stop, temporary, up to 2 days use	EA	$ 16,840.00
262	1.26	20" line stop, temporary, up to 2 days use	EA	$ 20,303.00
263	1.26	24" line stop, temporary, up to 2 days use	EA	$ 23,324.00
264	1.26	30" line stop, temporary, up to 2 days use	EA	$ 38,760.00
265	1.26	36" line stop, temporary, up to 2 days use	EA	$ 42,452.00
266	1.26	42" line stop, temporary, up to 2 days use	EA	$ 49,835.00
267		**Initial repair excavation, for the first 25 feet of excavation at the following pipe depths (includes mobilization)**		
268	1.27	3" line stop, permanent	EA	$ -
269	1.27	4" line stop, permanent	EA	$ -
270	1.27	6" line stop, permanent	EA	$ -
271	1.27	8" line stop, permanent	EA	$ -
272	1.27	10" line stop, permanent	EA	$ -
273	1.27	12" line stop, permanent	EA	$ -
274	1.27	16" line stop, permanent	EA	$ -
275	1.27	18" line stop, permanent	EA	$ -
276	1.27	20" line stop, permanent	EA	$ -
277	1.27	24" line stop, permanent	EA	$ -
278	1.27	30" linestop, permanent	EA	$ -
279	1.27	36" line stop, permanent	EA	$ -
280	1.27	42" line stop, permanent	EA	$ -
281	1.27	0'- up to 6' depth	EA	$ 12,000.00
282	1.27	over 6' - up to 8' depth	EA	$ 14,500.00
283	1.27	over 8' - up to 10' depth	EA	$ 19,000.00
284	1.27	over 10' - up to 12' depth	EA	$ 25,000.00
285	1.27	over 12' - up to 14' depth	EA	$ 30,750.00
286	1.27	over 14' - up to 16' depth	EA	$ 42,250.00
287	1.27	over 16' - up to 18' depth	EA	$ 48,000.00
288	1.27	over 18' - up to 20' depth	EA	$ 59,500.00
289		**Additonal repair excavation, per foot in excess of 25 feet at the following pipe depths to be paid for under separate pay items**		
290	1.28	0'- up to 6' depth	LF	$ 50.00
291	1.28	over 6' - up to 8' depth	LF	$ 65.00
292	1.28	over 8' - up to 10' depth	LF	$ 80.00
293	1.28	over 10' - up to 12' depth	LF	$ 90.00
294	1.28	over 12' - up to 14' depth	LF	$ 115.00
295	1.28	over 14' - up to 16' depth	LF	$ 135.00
296	1.28	over 16' - up to 18' depth	LF	$ 250.00
297	1.28	over 18' - up to 20' depth	LF	$ 300.00
298		**Sheeting**		
299	1.29	Sheeting - left in place	SF	$ 130.00
300	1.30	Sheeting - Removed	SF	$ 75.00
301		**Dewatering**		
302	**1.31**	**Fuel included for well point pumps**		

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303	1.31	Well point pump - Initial, 0' - 6' depth (up to 12 well points)	EA	$ 5,000.00
304	1.31	Well point pump - Initial, 6' - 8' depth (up to 12 well points)	EA	$ 5,000.00
305	1.31	Well point pump - Initial, 8' - 10' depth (up to 12 well points)	EA	$ 5,500.00
306	1.31	Well point pump - Initial, 10' - 12' depth (up to 12 well points)	EA	$ 6,000.00
307	1.31	Well point pump - Initial, 12' - 14' depth (up to 12 well points)	EA	$ 6,000.00
308	1.31	Well point pump - Initial, 14' - 16' depth (up to 12 well points)	EA	$ 6,750.00
309	1.31	Well point pump - Initial, 16' - 18' depth (up to 12 well points)	EA	$ 7,250.00
310	1.31	Well point pump - Initial, 18' - 20' depth (up to 12 well points)	EA	$ 7,750.00
311	1.31	Well point pump - Additional, 0' - 6' depth (per well point)	EA	$ 35.00
312	1.31	Well point pump - Additioanl 6' - 8' depth (per well point)	EA	$ 35.00
313	1.31	Well point pump - Additional 8' - 10' depth (per well point)	EA	$ 48.00
314	1.31	Well point pump - Additional 10' - 12' depth (per well point)	EA	$ 48.00
315	1.31	Well point pump - Additional 12' - 14' depth (per well point)	EA	$ 70.00
316	1.31	Well point pump - Additional 14' - 16' depth (per well point)	EA	$ 76.00
317	1.31	Well point pump - Additional 16' - 18' depth (per well point)	EA	$ 82.00
318	1.31	Well point pump - Additional 18' - 20' depth (per well point)	EA	$ 88.00
319		**Bypass pumping of sewers, equipment set up and operation (backup pumps are paid for separately as additional pumps) Fuel included for bypass pumps**		
320	1.32	Bypass pump 3" discharge	EA	$ 2,000.00
321	1.32	Bypass pump 4" discharge	EA	$ 2,500.00
322	1.32	Bypass pump 6" discharge	EA	$ 2,500.00
323	1.32	Bypass pump 8" discharge	EA	$ 4,500.00
324	1.32	Bypass pump 10" discharge	EA	$ 8,000.00
325	1.32	Operation of bypass pumping	ED	$ 2,500.00
326		**Gravity sewer pipe C900 DR18 (Green) service pipe**		
327	1.33	Slip Line: LIP 8"	LF	$ 60.00
328	1.33	Slip Line: LIP 10"	LF	$ 68.00
329	1.33	Slip Line: LIP 12"	LF	$ 73.00
330	1.33	Slip Line: LIP 16"	LF	$ 106.00
331	1.33	3" C900 DR18 (Green) service pipe	LF	$ 22.00
332	1.33	4" C900 DR18 (Green) service pipe	LF	$ 33.00
333	1.33	6" C900 DR18 (Green) service pipe	LF	$ 49.00
334	1.33	8" C900 DR18 (Green) service pipe	LF	$ 69.00
335	1.33	10" C900 DR18 (Green) service pipe	LF	$ 91.00
336	1.33	12" C900 DR18 (Green) service pipe	LF	$ 118.00
337	1.33	15" C900 DR18 (Green) service pipe	LF	$ 169.00
338	1.33	18" C900 DR18 (Green) service pipe	LF	$ 215.00
339	1.33	20" C900 DR18 (Green) service pipe	LF	$ 211.00
340	1.33	24" C900 DR18 (Green) service pipe	LF	$ 342.00
341	1.33	30" C900 DR18 (Green) service pipe	LF	$ 492.00
342		**Gravity sewer pipe - Ductile Iron**		
343	1.34	3" Ductile Iron Pipe	LF	$ 222.00
344	1.34	4" Ductile Iron Pipe	LF	$ 126.00
345	1.34	6" Ductile Iron Pipe	LF	$ 110.00
346	1.34	8" Ductile Iron Pipe	LF	$ 136.00
347	1.34	10" Ductile Iron Pipe	LF	$ 165.00
348	1.34	12" Ductile Iron Pipe	LF	$ 202.00
349	1.34	15" Ductile Iron Pipe	LF	$ 299.00
350	1.34	18" Ductile Iron Pipe	LF	$ 394.00
351	1.34	20" Ductile Iron Pipe	LF	$ 399.00
352	1.34	24" Ductile Iron Pipe	LF	$ 546.00

Utility Rehabilitation and Construction Services		240055-B-AS
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Item #	M&P Item #	Description	UOM	Price
353	1.34	30" Ductile Iron Pipe	LF	$ 834.00
354		**Sewer plugs**		
355	1.35	Up to 8" plug	EA	$ 132.00
356	1.35	10" - 15" plug	EA	$ 555.00
357	1.35	18" - 21" plug	EA	$ 1,306.00
358	1.35	24" - 36" plug	EA	$ 4,566.00
359		**Gravity sewer pipe fittings**		
360	1.35	6 " x 6" x 6" C900 PVC wye	EA	$ 513.00
361	1.35	8" x 8" x 6" C900 PVC wye	EA	$ 737.00
362	1.35	10 " x 10" x 6" C900 PVC wye	EA	$ 926.00
363	1.35	12" x 12" x 6" C900 PVC wye	EA	$ 1,124.00
364	1.35	15 " x 15" 6" C900 PVC wye	EA	$ 2,720.00
365	1.35	18" x 18" 6" C900 PVC wye	EA	$ 5,150.00
366	1.35	6" clean out assembly	EA	$ 1,418.00
367		**Remove existing manhole**		
368	1.36	4' diameter manhole up to 6'	EA	$ 3,450.00
369	1.36	4' diameter manhole over 6' - up to 8' depth	EA	$ 4,025.00
370	1.36	4' diameter manhole over 8' - up to 10' depth	EA	$ 5,175.00
371	1.36	4' diameter manhole over 10' - up to 12' depth	EA	$ 5,750.00
372	1.36	4' diameter manhole over 12' - up to 14' depth	EA	$ 7,000.00
373	1.36	4' diameter manhole over 14' - up to 16' depth	EA	$ 8,100.00
374	1.36	4' diameter manhole over 16' - up to 18' depth	EA	$ 9,300.00
375	1.36	4' diameter manhole over 18' - up to 20' depth	EA	$ 12,000.00
376	1.36	5' diameter manhole up to 6'	EA	$ 4,100.00
377	1.36	5' diameter manhole over 6' - up to 8' depth	EA	$ 4,700.00
378	1.36	5' diameter manhole over 8' - up to 10' depth	EA	$ 5,800.00
379	1.36	5' diameter manhole over 10' - up to 12' depth	EA	$ 7,000.00
380	1.36	5' diameter manhole over 12' - up to 14' depth	EA	$ 8,100.00
381	1.36	5' diameter manhole over 14' - up to 16' depth	EA	$ 9,300.00
382	1.36	5' diameter manhole over 16' - up to 18' depth	EA	$ 11,500.00
383	1.36	5' diameter manhole over 18' - up to 20' depth	EA	$ 12,500.00
384	1.36	6' diameter manhole over 8' - up to 10' depth	EA	$ 9,000.00
385	1.36	6' diameter manhole over 10' - up to 12' depth	EA	$ 10,500.00
386	1.36	6' diameter manhole over 12' - up to 14' depth	EA	$ 12,000.00
387	1.36	6' diameter manhole over 14' - up to 16' depth	EA	$ 14,000.00
388	1.36	6' diameter manhole over 16' - up to 18' depth	EA	$ 18,000.00
389	1.36	6' diameter manhole over 18' - up to 20' depth	EA	$ 24,000.00
390		**Manhole Rehabilititation**		
391	1.36	Spray line	VF	No Bid
392		**Adjustment of manhole ring and cover (+/-) 1'**		
393	1.36	Adjust manhole ring and cover	EA	$ 835.00
394		**Manhole drop connection - outside**		
395	1.37	8" main, 2' - up to 4' (vertical) drop	EA	$ 4,800.00
396	1.37	8" main, over 4' - up to 6' (vertical) drop	EA	$ 5,830.00
397		**Manhole drop connection - inside (gravity or force main)**		
398	1.38	Connect to existing manhole with inside PVC drop connection 4"	EA	$ 1,207.00
399	1.38	Connect to existing manhole with inside PVC drop connection 6'	EA	$ 1,495.00
400	1.38	Connect to existing manhole with inside PVC drop connection 8"	EA	$ 1,840.00
401	1.38	Connect to existing manhole with inside PVC drop connection 10"	EA	$ 2,229.00
402	1.38	Connect to existing manhole with inside PVC drop connection 12"	EA	$ 3,033.00
403		**Removal of existing pipelines - nonhazardous**		

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Item #	M&P Item #	Description	UOM	Price
404	1.39	2" through 4" diameter pipe	LF	$ 19.00
405	1.39	6" through 8" diameter pipe	LF	$ 22.00
406	1.39	10" through 12" diameter pipe	LF	$ 29.00
407	1.39	15" through 20" diameter pipe	LF	$ 35.00
408	1.39	24" through 42" diameter pipe	LF	$ 69.00
409		**Grouting and abandonment of existing pipeline**		
410	1.40	2" through 4" diameter pipe	LF	$ 6.00
411	1.40	6" through 8" diameter pipe	LF	$ 9.00
412	1.40	10" through 12" diameter pipe	LF	$ 11.00
413	1.40	15" through 20" diameter pipe	LF	$ 18.00
414	1.40	24" through 30" diameter pipe	LF	$ 33.00
415	1.40	36" diameter pipe and larger	LF	$ 42.00
416		**Install new precast manholes, including ring, cover and associated appurtenances**		
417	1.41	4' diameter manhole up to 6'	EA	$ 9,500.00
418	1.41	4' diameter manhole over 6' - up to 8' depth	EA	$ 11,000.00
419	1.41	4' diameter manhole over 8' - up to 10' depth	EA	$ 14,000.00
420	1.41	4' diameter manhole over 10' - up to 12' depth	EA	$ 17,000.00
421	1.41	4' diameter manhole over 12' - up to 14' depth	EA	$ 20,000.00
422	1.41	4' diameter manhole over 14' - up to 16' depth	EA	$ 23,000.00
423	1.41	4' diameter manhole over 16' - up to 18' depth	EA	$ 25,000.00
424	1.41	4' diameter manhole over 18' - up to 20' depth	EA	$ 32,000.00
425	1.41	5' diameter manhole up to 6'	EA	$ 14,000.00
426	1.41	5' diameter manhole over 6' - up to 8' Depth	EA	$ 16,000.00
427	1.41	5' diameter manhole over 8' - up to 10' depth	EA	$ 19,000.00
428	1.41	5' diameter manhole over 10' - up to 12' depth	EA	$ 26,000.00
429	1.41	5' diameter manhole over 12' - up to 14' depth	EA	$ 33,000.00
430	1.41	5' diameter manhole over 14' - up to 16' depth	EA	$ 41,000.00
431	1.41	5' diameter manhole over 16' - up to 18' depth	EA	$ 48,000.00
432	1.41	5' diameter manhole over 18' - up to 20' depth	EA	$ 52,000.00
433	1.41	6' diameter manhole over 8' - up to 10' depth	EA	$ 63,000.00
434	1.41	6' diameter manhole over 10' - up to 12' depth	EA	$ 75,000.00
435	1.41	6' diameter manhole over 12' - up to 14' depth	EA	$ 92,000.00
436	1.41	6' diameter manhole over 14' - up to 16' depth	EA	$ 101,000.00
437	1.41	6' diameter manhole over 16' - up to 18' depth	EA	$ 115,000.00
438	1.41	6' diameter manhole over 18' - up to 20' depth	EA	$ 150,000.00
439		**Water services**		
440	1.42	CCTV 12" pipe	LF	$ 8.50
441	1.42	CCTV 16" pipe	LF	$ 10.00
442	1.42	CCTV 20" pipe	LF	$ 15.00
443	1.42	CCTV 24" pipe	LF	$ 20.00
444	1.42	CCTV 30" pipe	LF	$ 25.00
445	1.42	CCTV 36" pipe	LF	$ 30.00
446	1.42	4" x 3/4" saddle, 3/4" corp stop and 3/4" curb stop assembly	EA	$ 788.00
447	1.42	4" x 1" saddle, 1" corp stop and 1" curb stop assembly or smaller	EA	$ 929.00
448	1.42	4" x 1 1/2" saddle, 1 1/2" corp stop and 1 1/2" curb stop assembly or smaller	EA	$ 1,445.00
449	1.42	4" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$ 1,899.00
450	1.42	6" x 3/4" saddle, 3/4" corp stop and 3/4" curb stop assembly	EA	$ 902.00
451	1.42	6" x 1" saddle, 1" corp stop and 1" curb stop assembly or smaller	EA	$ 1,013.00
452	1.42	6" x 1 1/2" saddle, 1 1/2" corp stop and 1 1/2" curb stop assembly or smaller	EA	$ 1,624.00
453	1.42	6" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$ 2,066.00

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Item #	M&P Item #	Description	UOM	Price
454	1.42	8" x 3/4" saddle, 3/4" corp stop and 3/4" curb stop assembly	EA	$ 1,041.00
455	1.42	8" x 1" saddle, 1" corp stop and 1" curb stop assembly or smaller	EA	$ 1,239.00
456	1.42	8" x 1 1/2" saddle, 1 1/2" corp stop and 1 1/2" curb stop assembly or smaller	EA	$ 1,769.00
457	1.42	8" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$ 2,182.00
458	1.42	10" x 3/4" saddle, 3/4" corp stop and 3/4" curb stop assembly	EA	$ 1,230.00
459	1.42	10" x 1" saddle, 1" corp stop and 1" curb stop assembly or smaller	EA	$ 1,288.00
460	1.42	10" x 1 1/2" saddle, 1 1/2" corp stop and 1 1/2" curb stop assembly or smaller	EA	$ 1,925.00
461	1.42	10" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$ 2,454.00
462	1.42	12" x 3/4" saddle, 3/4" corp stop and 3/4" curb stop assembly	EA	$ 1,450.00
463	1.42	12" x 1" saddle, 1" corp stop and 1" curb stop assembly or smaller	EA	$ 1,715.00
464	1.42	12" x 1 1/2" saddle, 1 1/2" corp stop and 1 1/2" curb stop assembly or smaller	EA	$ 2,343.00
465	1.42	12" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$ 1,952.00
466	1.42	16" x 3/4" saddle, 3/4" corp stop and 3/4" curb stop assembly	EA	$ 1,000.00
467	1.42	16" x 1" saddle, 1" corp stop and 1" curb stop assembly or smaller	EA	$ 1,101.00
468	1.42	16" x 1 1/2" saddle, 1 1/2" corp stop and 1 1/2" curb stop assembly or smaller	EA	$ 1,663.00
469	1.42	16" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$ 2,249.00
470	1.42	20" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$ 2,540.00
471	1.42	24" x 2" saddle, 2"corp stop and 2" curb stop assembly	EA	$ 2,616.00
472	1.42	2" blue PE tubing, installation	LF	$ 11.00
473	1.42	2" blue PE tubing, additional tubing above ground	LF	$ 11.00
474	1.42	1 1/2" blue PE tubing, meter connection	LF	$ 12.00
475	1.42	1 1/2" blue PE tubing, additional tubing above ground	LF	$ 12.00
476	1.42	1" blue PE tubing, meter connection	LF	$ 9.00
477	1.42	1" blue PE tubing, additional tubing above ground	LF	$ 9.00
478	1.42	3/4" blue PE tubing, meter connection	LF	$ 7.00
479	1.42	3/4" blue PE tubing, additional tubing above ground	LF	$ 7.00
480	1.42	3/4" Brass (Ford) Curb Stop, (Meter X CTS)	EA	$ 130.00
481	1.42	1" Brass (Ford) Curb Stop, (Meter X CTS)	EA	$ 256.00
482	1.42	1 1/2" Brass (Ford) Curb Stop, (Meter X CTS)	EA	$ 490.00
483	1.42	2" x 3/4" meter connection - single service line and meter box	EA	$ 648.00
484		**Lining and Sheeting**		
485	1.43	Furnish and Install Fiberglass Liner With Top and Grout	SF	$ 575.00
486	1.43	Install Polymorphic Resin (I.E.T.) Liner Systems	SF	$ 65.00
487	1.43	Install 100% Calcium Aluminate (Sewper CoatTM) Lining System (minimum 1" thickness)	SF	$ 65.00
488	1.43	Install SpectraShieldTM Lining System	SF	$ 45.00
489	1.43	Install Urethane/ Epoxy, Polyurea (Green MonsterTM) Lining System	SF	$ 50.00
490	1.43	Furnish and Install Wet Well Draw Tube	VF	$ 379.00
491	1.43	Furnish, Install and Remove Temporary Sheeting	SF	$ 65.00
492	1.43	Furnish and Install Permanent Sheeting	SF	$ 127.00
493		**Sewer Pipe TV Inspections**		
494	1.44	Sewer main cleaning and TV inspection (8-inch through 12-inch)	LF	$ 8.50
495	1.44	Sewer main cleaning and TV inspection (15-inch through 21-inch)	LF	$ 9.00
496	1.44	Sewer main cleaning and TV inspection (21-inch through 24-inch)	LF	$ 11.50
497	1.44	Sewer Lateral TV inspection from main w/ P&T Camera (up to 30 feet)	LF	$ 9.50
498	1.44	Sewer Lateral TV inspection from main (beyond 30 feet)	LF	$ 9.50
499	1.44	Sewer Lateral TV inspection from cleanout w/P&T Camera (up to 30 feet)	LF	$ 9.50
500	1.44	Sewer Lateral TV inspection from cleanout (beyond 30 feet)	LF	$ 8.50
501		**Sewer Cleanout Installations**		
502	1.45	Cleanout installation in grass area (up to 5 feet in depth)	LF	$ 1,595.00
503	1.45	Cleanout installation in asphalt area (up to 5 feet in depth)	LF	$ 2,998.00

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504	1.45	Cleanout installation in concrete area (up to 5 feet in depth)	LF	$ 3,229.00
505	1.45	Cleanout installation (beyond 5 feet in depth)	LF	$ 5,529.00
506	1.45	Work in rear-yard easement (items listed above)	LF	$ 45.00
507		**Sewer Pipe Laterals**		
508	1.46	Lateral Pipe Grouting, to facilitate proper lateral liner installation.	LF	$ 16.00
509	1.46	Lateral Pipe Testing. (10% of installations)	LF	$ 20.00
510	1.46	Mechanical Root or Grease Removal (10-inch and smaller)	LF	$ 20.00
511	1.46	Mechanical Tuberculation Removal (10-inch or smaller)	LF	$ 25.00
512	1.46	Bypass pumping (8-inch and 10-inch sewer)	LF	$ 20.00
513	1.46	Bypass pumping (12-inch and 15-inch sewer)	LF	$ 25.00
514	1.46	Bypass pumping (18-inch and 24-inch sewer)	LF	$ 30.00
515		**Miscellaneous**		
516	1.47	Emergency work premium	HR	$ 80.50

U.S. Water Services Corporation

Vendor Name

$ 2,899,756.25

Bid Bond

STATE OF FLORIDA
COUNTY OF PINELLAS

KNOW ALL MEN BY THESE PRESENTS:

That we, U. S. Water Services Corporation, 4939 Cross Bayou Blvd., New Port Richey, FL 34652
(Name and Address of Company)

(hereinafter called "Principal") and Swiss Re Corporate Solutions America Insurance Corporation (hereinafter called "Surety") are held and firmly bound unto the City of Tarpon Springs, Florida (hereinafter called "City") in the sum of:

Twenty Thousand and no/100 Dollars ($ 20,000.00)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents:

WHEREAS, the "Principal": contemplates submitting or has submitted a Bid to the City of Tarpon Springs, Florida, for

UTILITY REHABILITATION AND CONSTRUCTION SERVICES
Bid No. 240055-B-AS

WHEREAS, it was a condition precedent to the submission of said Bid that a certified check, cashier's check or Bid Bond in the amount of $20,000 be submitted with said Bid as a guarantee that the Bidder would, if awarded the contract, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Public Construction Bond in an amount equal to one hundred percent (100%) of the bid for the performance of said contract, within ten (10) consecutive calendar days after written Notice of Award of the contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the bid and the "Principal" herein be accepted and said "Principal" within ten (10) consecutive calendar days after written Notice of Award, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Public Construction Bond in an amount equal to one hundred percent (100%) of the Bid, satisfactory to the City of Tarpon Springs, Florida, then this obligation shall be void; otherwise,

IN WITNESS THEREOF, the said

U. S. Water Services Corporation
(Name of Company)

as "Principal" herein, has caused these presents to be signed in its name by its _____ under its corporate seal, and the said Swiss Re Corporate Solutions America Insurance Corporation as "Surety" herein, has caused these presents to be signed in its name by its Attorney-in-Fact & FL Licensed Resident Agent under its corporate seal, the 2nd day of April, 2024.

NAME OF COMPANY: U. S. Water Services Corporation

By: _____
(Signature)

Edward Mitchell
(Please Print or Type Name)

Sr. VP / Secretary
(Title)

U.S. Water Services Corporation CORPORATE SEAL 2003 FLORIDA SEAL

ATTEST:
(Signature)

Swiss Re Corporate Solutions America Insurance Corporation
Surety Name

April L. Lively Attorney-in-Fact & FL Licensed Resident Agent

Inquiries: (407) 834-0022

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

BRYCE R. GUIGNARD, APRIL L. LIVELY, JENNIFER L. HINDLEY, MARGIE L. MORRIS, DEBORAH ANN MURRAY, M. GARY FRANCIS

CHRISTINE MORTON, KELLY PHELAN, ALLYSON FOSS WING, DAVID TURCIOS, WESLEY MATT ADCOCK and AMANDA JO HERSTINE JOINTLY AND SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds, undertakings, recognizances and other writings obligations in the nature of a bond on behalf of each of said Companies; and any and all consents required by the Department of Transportation, State of Florida, including consents for the release of retained percentages and/or final estimates on engineering and construction contracts, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION ($125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI

By_____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By_____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 6TH day of FEBRUARY, 20 24

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook ss

On this 6TH day of FEBRUARY, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
CHRISTINA MANISCO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires March 29, 2026

Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2nd day of April, 20 24.

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

BID FORM PRICING

BID NO. 240055-B-AS
UTILITY REHABILITATION AND CONSTRUCTION SERVICES

ATTACHMENT A- PRICING TAB ATTACHED AS AN EXCEL SPREADSHEET

Bidder acknowledges that all applicable licenses (City, County, State, and Federal) have been obtained and shall provide proof immediately upon request.

Bidder: U.S. Water Services Corporation

Address: 4939 Cross Bayou Blvd.,

City: New Port Richey State: FL Zip: 34652

Phone No.: 727-848-8292 Fax No.: 727-842-6412 Email: CCREGO@USWATERCORP.NET

Edward Mitchel, Sr VP/ Secretary
Printed Name and Title

Authorized Signature

4/2/2024
Date

List at least 5 References

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES WHICH ARE SIMILAR IN SCOPE TO THIS PROJECT:

1.Project/Contract Name:	As Needed Valve Change Out and New Hydrant Replacement
Dollar Value:	13,620,179.14
Contact Name:	Brad Surrency, Pasco County Utilities
Email/Phone Number:	bsurrency@pascocountyfl.net / 727-992-7873
Agency/Company Name:	Pasco County BOCC
Address:	7536 State Street, Suite 221 New Port Richey FL 34654
Date completed/or if in Progress:	7/14/2023-7/13/2026

2. Project/Contract Name:	Immediate Pipeline Repair and Reconstruction WORCS11
Dollar Value:	3,054,719.20
Contact Name:	David Page, P.E.
Email/Phone Number:	PageDa@hcfl.gov / 813-8531056
Agency/Company Name:	Hillsborough County BOCC
Address:	PO Box 1110, 601 E Kennedy Blvd., Tampa FL 33601
Date completed/or if in Progress:	1/9/2019 - 7/31/2023
3. Project/Contract Name:	Martin County Lift Station Rehabilitation
Dollar Value:	633,717.42
Contact Name:	Jim Christ, Utilities PM
Email/Phone Number:	jchrist@martin.fl.us / 772-320-3034
Agency/Company Name:	Martin County BOCC
Address:	2401 SE Monterey Rd., Stuart FL 34996
Date completed/or if in Progress:	9/15/2020-9/14/2024
4. Project/Contract Name:	Underground Utility, Water and WW Plant Construction Services
Dollar Value:	2,262,330.16
Contact Name:	John H Eick, P.E.
Email/Phone Number:	bccapclerk@collierclerk.com / 239-252-8407
Agency/Company Name:	Collier County BOCC
Address:	3299 Tamiami Trail E Ste 700 Naples FL 34112
Date completed/or if in Progress:	4/28/2020- 4/27/2023 (currently still in progress)
5. Project/Contract Name:	Utilities Rehabilitation/ Construction Services
Dollar Value:	1,523,101.04
Contact Name:	Jim Overton, SJC Utility Manager
Email/Phone Number:	Joverton@sjcfl.us / 904-209-0150
Agency/Company Name:	SJC Utilities Department
Address:	1205 SR 16 St. Augustine, FL 32084
Date completed/or if in Progress:	1/24/2021-1/23/2023

QUESTIONNAIRE

This questionnaire must be completely filled out and returned as part of your bid/proposal. Failure to do so may result in disqualification of your bid/proposal. Evaluation of this questionnaire is a prime factor in the award of this Agreement.

1. Please state the full, legal name (including any d/b/a) of your firm and provide contact information.

Company Name: U.S. Water Services Corporation

Contact Name: Christina Crego

Address:

Address: 4939 Cross Bayou Blvd.,

City: New Port Richey State: FL Zip: 34652

Telephone: 727-848-8292 Fax: 727-842-6412

E-Mail Address: CCREGO@USWATERCORP.NET Website: WWW.USWATERCORP.NET

2. How long has your firm been in business? 20+ years

3. How long has your firm provided these services? 20+ Years

4. Annual gross revenues of your firm? (Check the appropriate box)
☐ under $100,000 ☐ $100,000 – $499,000 ☐ $500,000 – $999,000
☐ $1,000,000 - $2,000,000 ☒ over $2,000,000

5. How many full and part-time employees do you currently employee?
Full-time: 720 Part-time: 92

6. Provide information on your employee staffing by category and the number of employees in each category.

Category	# of employees
Officials & Managers	67
Professionals	6
Technicians	13
Sales Workers	5
Office & Clerical	127
Craftsman (Skilled)	334
Operative (Semi-Skilled)	210
Laborers (Unskilled)	12
Service Workers	38

7. Who will be supervising the services to be performed under this Agreement and what are their qualifications, years of experience, number of years employed with your firm, etc.?
Ralph Amiott started with organization in April 2003, started work in construction in January 1983.Resume Attached

8. What tools, vehicles and equipment currently owned by your firm will be utilized to provide the requirements of this Agreement?

List of owned equipment attached

9. List additional equipment your firm will require to provide services to the City and when and how you plan to acquire the equipment.

Any other equipment required to complete scope work will be purchased/ leased/ and/or rented as needed

10. Have you had a contract terminated by a customer in the past 3 years? No If yes, please explain.

11. Provide a copy of your firm's Occupational License No. with the Expiration Date (if applicable).

12. Provide a copy of your firm's Federal Employer Tax ID certificate.

13. Provide a copy of all your current insurance coverages for General Liability, Automobile and Worker's Compensation.

14. Provide evidence of a certification through Pinellas County Licensing Board (if applicable).

15. Provide documentation that your firm is registered with the Florida Division of Corporations to do business within the state of Florida.

DRUG FREE WORKPLACE FORM

PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS UNDER SECTION 287.087, FLORIDA STATUTES.

1. This statement is submitted with the attached Bid/Proposal.

2. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that is has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

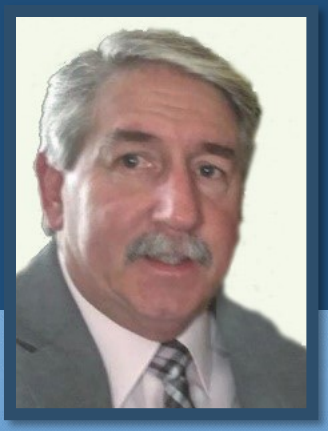
    a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
    b. Inform employees about 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.
    c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
    d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, 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.
    e. 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.
    f. 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.

VENDOR'S PRINTED NAME: Edward Mitchell, Sr. VP/ Secretary

AUTHORIZED SIGNATURE: Edward Mitchell

Model Year	Model Name	Sold Date	Asset Type	Sub-Type
2001	FL112		Truck HD	TRACTOR
2011	SILVERADO 3500		Truck MD	CRANE
2013	T400		Truck HD	VACUUM
2017	PROMASTER CITY		Van	LIGHT DUTY
2008	BYPASS PUMP		Trailer	PUMP
2019	ECONOLINE		Van	SEWER CAMERA
2001	SKIDSTEER		Equipment	SKID STEER
2009	TRACTOR		Equipment	TRACTOR
2004	580M		Equipment	BACKHOE
2012	EXCAVATOR		Equipment	MINI-EXCAVATOR
2009	GENERATOR		Trailer	GENERATOR
2008	FGUA GENERATOR		Equipment	GENERATOR
2009	PORTABLE PUMP		Equipment	PUMP
2009	PORTABLE PUMP		Equipment	PUMP
2004	4300		Truck HD	DUMP
1982	6610		Equipment	TRACTOR
2020	E50 COMPACT EXCAVATO		Equipment	EXCAVATOR
2020	E35 COMPACT EXCAVATO		Equipment	EXCAVATOR
2019	MIDI EXCAVATOR 48Z-1		Equipment	EXCAVATOR
2006	ST-6SB		Equipment	GENERATOR
2007	FGUA GENERATOR		Equipment	GENERATOR
2010	COLEMAN LIGHT		Equipment	LIGHT TOWER
2009	HHR		Car	COUPE
2006	TRAILER BACKHOE		Trailer	LOWBOY
2000	PACE AMERICA CARGO		Trailer	UTILITY
1993	TANDEM AXLE 12 BED		Trailer	UTILITY
2005	6" DIESEL PUMP		Equipment	PUMP
2007	6" DIESEL PUMP		Equipment	PUMP
2003	YELLOW FLAT BED		Trailer	EQUIPMENT
2001	MELROE 322D		Equipment	MINI-EXCAVATOR
2004	CASE 580M BACKHOE		Equipment	BACKHOE
2003	CARGO TRAILING SPORT		Trailer	UTILITY
2000	AVENGER		Trailer	UTILITY
2012	TILT 20' FLATBED		Trailer	EQUIPMENT
2005	16FT 10K EQUIP TRL		Trailer	EQUIPMENT
2007	16 FT UTILITY		Trailer	UTILITY
2013	COVENANT		Trailer	UTILITY
1983	ATLANTIC TLR 8 WH		Trailer	EQUIPMENT
2004	110 BACKHOE		Equipment	BACKHOE
2013	ELECTRIC BYPASS PUMP		Trailer	PUMP
2013	ELECTRIC BYPASS PUMP		Trailer	PUMP
2013	ELECTRIC BYPASS PUMP		Trailer	PUMP
2006	50D ZTS EXCAVATOR		Equipment	MINI-EXCAVATOR
2014	3"SKID BYPASS PUMP		Equipment	PUMP
2014	4"SKID BYPASS PUMP		Equipment	PUMP
2014	4"SKID BYPASS PUMP		Equipment	PUMP
2014	4"SKID BYPASS PUMP		Equipment	PUMP
2008	DIAPHRAGM PUMP		Equipment	PUMP
2014	HOMEMADE		Trailer	EQUIPMENT
2011	6"BYPASS PUMP		Trailer	PUMP
2015	ENCLOSED TRL		Trailer	UTILITY
2015	ENCLOSED TRL		Trailer	UTILITY
2016	8"BYPASS PUMP		Trailer	PUMP
2016	GENERATOR		Equipment	GENERATOR
2016	BIG TEX 14LX DUMP		Trailer	DUMP
2004	HRTV 16FT ENCLOSED		Trailer	UTILITY
2007	STAR GOLF CART		Misc	GOLF CART
2018	FREEDOM 14FT		Trailer	UTILITY
2018	FREEDOM 16FT		Trailer	UTILITY
2018	8"BYPASS PUMP		Trailer	PUMP
2018	E50 BOBCAT		Equipment	MINI-EXCAVATOR
2018	BIG TEX 14 LX DUMP		Trailer	DUMP
2018	BIG TEX 70SR DUMP		Trailer	DUMP
2018	BIG TEX 70SR DUMP		Trailer	DUMP
2019	BIGFOOT EQUIP		Trailer	EQUIPMENT
2019	BIGFOOT EQUIP		Trailer	DUMP
2019	G-100		Equipment	GENERATOR
2019	100DGB-149 (100KW)		Equipment	GENERATOR
2016	TA8205T 8X20 5 TON		Trailer	DUMP
2020	6X12 HD DUMP TRAILER		Trailer	DUMP
2019	E35 ZTS BOBCAT		Equipment	MINI-EXCAVATOR
1997	IC200-$XG		Equipment	CRANE
2004	FGUA GENERATOR		Equipment	GENERATOR



Ralph Amiott

Director of Maintenance

Mr. Amiott has been with U.S. Water Services Corporation since its inception in 2003.

Professional Certifications

- Florida Wastewater Operator—C9102
- Florida Water Operator—C8140
- Florida Distribution Operator—DS316106
- OSHA Competent Person Training 1996
- Confined Space Training and Refreshers

Experience

Mr. Amiott has more than 30 years of direct experience related to operations, maintenance, and rehabilitation of water and wastewater utility systems. He has worked with Mr. Deremer in excess of 25 years developing a well respected position in the Florida utility industry.

Mr. Amiott provides overall management of the companies maintenance division providing services to the entire state of Florida. He manages U.S. Water Services Corporation's resources for all large-scale projects including R&R and most capital projects. Ralph has over 50 staff members providing services ranging from installing residential meters to the construction of large water and wastewater treatment facilities and system infrastructure.

Recently, Mr. Amiott's primary focus has been the management of large R&R related projects for different clients.

Qualifications

Mr. Amiott ensures that all repair services of the utility systems services by U.S. Water Services Corporation are executed per regulatory requirements and in keeping with industry construction standards. Along with his field staff, he monitors the mechanical function of utility equipment, oversees all rehabilitation projects, emergency repairs and provides on the job apprentice training for persons interested in learning the specialty mechanics related to water and wastewater facilities and systems.

Mr. Amiott continues to add guidance to employees willing to learn. He provides overall guidance and direction in the annual development of clients capital and R&R plan and regularly performs operational visits to clients areas to monitor services activities.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DELCHER, CECIL R

U S WATER SERVICES CORPORATION
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY FL 34652

LICENSE NUMBER: CGC003307

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DEREMER, GARY ANDREW

US WATER SERVICES CORPORATION
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY FL 34652

LICENSE NUMBER: CUC1223914

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

U.S. Water Services Corporation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

4939 Cross Bayou Boulevard

6 City, state, and ZIP code

New Port Richey, FL 34652

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	0	–	0	0	8	8	2	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Edward Mukeen Date ▶ 02/28/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

LOUIS MORRISON
LOUIS J. MORRISON C & C CONSULTANTS
P O BOX 701340
ST CLOUD, FL 34770-1340

CONTACT NAME: LOU MORRISON
PHONE (A/C, No, Ext): 888-494-9844 **FAX (A/C, No):** 407-809-5283
E-MAIL ADDRESS: HALMORRISON@HOTMAIL.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : PHILADELPHIA INDEMNITY INS. CO.	18058
INSURER B : CRUM & FORSTER SPECIALTY INS. CO.	44520
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

U.S. WATER SERVICES CORPORATION
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X	X	PHPK2629384 $50,000 DEDUCTIBLE	11/30/23	11/30/24	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			PHUB891163 EXCESS OF CGL, AUTO LIABILITY & EMPLOYERS LIABILITY	11/30/23	11/30/24	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	CONTRACTORS POLLUTION LIABILITY PROFESSIONAL LIABILITY	X	X	PKC-114803 $25,000 DEDUCTIBLE	11/30/23	11/30/24	$5,000,000 LIMIT $2,000,000 LIMIT	$5,000,000 AGG $5,000,000 AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

PROOF OF INSURANCE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Louis Morrison

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LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
LOUIS J. MORRISON C&C CONSULTANTS	U.S. WATER SERVICES CORPORATION 4939 CROSS BAYOU BLVD NEW PORT RICHEY , FL 34652
POLICY NUMBER EXN30049064700	
CARRIER: ENDURANCE AMERICAN SPECIALTY INSURANCE CO / NAIC CODE: 41718	EFFECTIVE DATE: 11/30/2023

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

EXCESS LIABILITY (SECOND LAYER) $5,000,000 OCCURRENCE/$5,000,000 AGGREGATE. EXCESS OF FIRST $5,000,000 LAYER

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Client#: 1922268 569USWAT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Patricia Byrne	
McGriff Insurance Services LLC 12485 28th Street N 3rd Floor St Petersburg, FL 33716	PHONE (A/C, No, Ext): 813-682-1510	FAX (A/C, No):
	E-MAIL ADDRESS: patricia.byrne@mcgriff.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Great American Alliance Insurance Co.	26832
INSURED U S Water Services Corporation 4939 Cross Bayou Blvd New Port Richey, FL 34652-3434	INSURER B : Philadelphia Indemnity Insurance Co.	18058
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
B	AUTOMOBILE LIABILITY	X		PHPK2489866	11/30/2022	11/30/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WCE54616204	10/31/2023	10/31/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

PROOF OF INSURANCE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Charles Cusatta

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State of Florida
Department of State

I certify from the records of this office that U.S. WATER SERVICES CORPORATION is a corporation organized under the laws of the State of Florida, filed on April 30, 2003, effective April 28, 2003.

The document number of this corporation is P03000047833.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 24, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the First day of February, 2022

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 6540178847CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

FLORIDA DEPARTMENT of STATE DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

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us water services

Search

Events **No Name History**

Detail by Entity Name

Florida Profit Corporation
U.S. WATER SERVICES CORPORATION

Filing Information

Document Number	P03000047833
FEI/EIN Number	20-0008821
Date Filed	04/30/2003
Effective Date	04/28/2003
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	03/31/2020
Event Effective Date	NONE

Principal Address

4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Changed: 03/31/2004

Mailing Address

4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Changed: 05/09/2005

Registered Agent Name & Address

DEREMER, GARY A
4939 CROSS BAYOU BOULEVARD

NEW PORT RICHEY, FL 34652

Name Changed: 03/31/2020

Address Changed: 03/31/2020

Officer/Director Detail

Name & Address

Title CEO

DEREMER, GARY
4939 CROSS BAYOU BLVD.
NEW PORT RICHEY, FL 34652

Title VP

DELCHER, CECIL
4939 CROSS BAYOU BLVD.
NEW PORT RICHEY, FL 34652

Title VP

AMIOTT, RALPH
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title VP

KADER, MOHAMMED
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title VP, Secretary

Mitchell, Edward
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title CFO

RUPE, KAYCEE
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title VP

SALIBA, CHRIS
4939 CROSS BAYOU BOULEVARD

NEW PORT RICHEY, FL 34652

Title VP

RENDELL, WILLIAM TROY
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title VP

DUPONT, JEFFREY
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title VP

VOSS, AARON
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title SVP

Elias, Dan
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title SVP

Jones, Kenneth
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title VP

Benderski, Ron
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title VP

SCHULTZ, DAVID, Jr.
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Annual Reports

Report Year	Filed Date
2021	01/20/2021
2022	01/24/2022

2023	01/11/2023

Document Images

01/11/2023 -- ANNUAL REPORT	View image in PDF format
01/24/2022 -- ANNUAL REPORT	View image in PDF format
01/20/2021 -- ANNUAL REPORT	View image in PDF format
03/31/2020 -- Amended and Restated Articles	View image in PDF format
01/16/2020 -- ANNUAL REPORT	View image in PDF format
09/25/2019 -- Amendment	View image in PDF format
04/04/2019 -- ANNUAL REPORT	View image in PDF format
03/02/2018 -- ANNUAL REPORT	View image in PDF format
04/24/2017 -- ANNUAL REPORT	View image in PDF format
04/15/2016 -- ANNUAL REPORT	View image in PDF format
02/19/2015 -- ANNUAL REPORT	View image in PDF format
02/26/2014 -- ANNUAL REPORT	View image in PDF format
03/18/2013 -- ANNUAL REPORT	View image in PDF format
04/19/2012 -- ANNUAL REPORT	View image in PDF format
04/13/2011 -- ANNUAL REPORT	View image in PDF format
04/02/2010 -- ANNUAL REPORT	View image in PDF format
04/29/2009 -- ANNUAL REPORT	View image in PDF format
03/31/2008 -- ANNUAL REPORT	View image in PDF format
04/30/2007 -- ANNUAL REPORT	View image in PDF format
04/30/2006 -- ANNUAL REPORT	View image in PDF format
05/09/2005 -- ANNUAL REPORT	View image in PDF format
03/31/2004 -- ANNUAL REPORT	View image in PDF format
08/07/2003 -- Amendment	View image in PDF format
06/09/2003 -- Off/Dir Resignation	View image in PDF format
04/30/2003 -- Domestic Profit	View image in PDF format

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us water services
Search

Events **No Name History**

AGREEMENT

THIS AGREEMENT, made and entered into on the ____7____ day of ____May__, 2024,

by and between R&M Service Solutions, LLC, (herein referred to as the "Contractor") and the City of Tarpon Springs, Florida (herein referred to as the "City").

NOW, THEREFORE in consideration of the promises and covenants contained herein, the parties agree as follows:

1. **Contractor Duties.**

That the Contractor shall furnish material and perform work for:

Utility Rehabilitation and Construction Services

For the City of Tarpon Springs, Florida, and in full and complete accordance as provided by the following enumerated documents, ("Contract Documents") which are incorporated herein by reference and made a part hereof as if fully setout herein:

The Invitation for Bid No. 240055-B-AS ("Exhibit A")
The Contractor's Bid dated April 02, 2024 ("Exhibit B")
Certificate of Insurance
This instrument and any changes to the following documents agreed to by the parties hereto.

Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the ITB No. 240055-B-AS and Addenda ("Exhibit A"), (ii) and Contractor's Proposal and all associated documents (collectively "Firm's Standard Terms") dated April 02, 2024 ("Exhibit B"). Notwithstanding any term in the City Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in the earlier-listed document shall prevail over conflicting terms in a subsequently listed document.

2. **Term.**

The initial term of this contract will be May 7, 2024 through May 6, 2027. This contract includes one (1) 2-year renewal option.

3. **Pricing.**

Contractor warrants that all prices stated in its bid will remain firm for the initial term of this Agreement. Any escalation in prices will be made on an annual basis thereafter by mutual agreement between the City and Contractor. Request for price increases must be made in writing to the Procurement Services Director at least 60 days in advance. Increases in prices shall be based on the most recent U.S. Bureau of Labor Statistics, Consumer Price Index news release text (released Quarterly: April, July, October, and January of each fiscal period) 12-month percentage changes in the Consumer Price Index, not seasonally adjusted. Private Industry, Compensation Costs, the percentage change for the most recent calendar year reported, not to exceed five (5%) percent (see https://www.bls.gov/ppi/). All request for price increases are subject to review and approval by the City.

4. **Payment.**

Provided Contractor faithfully performs its obligations contained in this Agreement, the City shall pay Contractor in accordance with the prices submitted in the Contractor's bid dated April 02, 2024 ("Payment").

5. Amendments.

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld.

6. Severability.

In the event that any provision or portion hereof of any Contract Document shall be found to be invalid or unenforceable, then such provisions or portion thereof shall be performed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision of the Contract Documents.

7. Due Authority.

Each party to this Agreement represents and warrants to the other parties that: (i) they are duly organized, qualified and existing entities under the laws of the State of Florida; and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same fully bind the parties on whose behalf they are executing.

City of Tarpon Springs:

By: _____
Mark LeCouris, City Manager

Contractor: R&M Service Solutions, LLC.

By: _____

Name: Michael George

Title: General Manager

REMAINING PORTION INTENTIONALLY LEFT BLANK

(Acknowledgment of Contractor)

State of Florida)
County of Pasco) ss:
City of San Antonio)

The foregoing Agreement was acknowledged before me this 9th day of May, 2024, by Michael George, General Manager (Name and Title) of R&M Service Solutions ("Company"), on behalf of the Company. He/She is personally known to me or has produced personally known, as identification and appeared before me at the time of notarization.

Michael George warrants that he/she is authorized by the Company to execute the foregoing Agreement.

(SEAL)

Notary Public State of Florida
Penni L Cala
My Commission HH 371563
Expires 4/22/2027

NOTARY PUBLIC:

Penni L Cala

My commission expires: 04/22/2027

AGREEMENT

THIS AGREEMENT, made and entered into on the ___7___ day of ____May__, 2024,

by and between Rowland (DE), LLC, (herein referred to as the "Contractor") and the City of Tarpon Springs, Florida (herein referred to as the "City").

NOW, THEREFORE in consideration of the promises and covenants contained herein, the parties agree as follows:

1. **Contractor Duties.**

That the Contractor shall furnish material and perform work for:

Utility Rehabilitation and Construction Services

For the City of Tarpon Springs, Florida, and in full and complete accordance as provided by the following enumerated documents, ("Contract Documents") which are incorporated herein by reference and made a part hereof as if fully setout herein:

The Invitation for Bid No. 240055-B-AS ("Exhibit A")
The Contractor's Bid dated April 02, 2024 ("Exhibit B")
Certificate of Insurance
This instrument and any changes to the following documents agreed to by the parties hereto.

Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the ITB No. 240055-B-AS and Addenda ("Exhibit A"), (ii) and Contractor's Proposal and all associated documents (collectively "Firm's Standard Terms") dated April 02, 2024 ("Exhibit B"). Notwithstanding any term in the City Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in the earlier-listed document shall prevail over conflicting terms in a subsequently listed document.

2. **Term.**

The initial term of this contract will be May 7, 2024 through May 6, 2027. This contract includes one (1) 2-year renewal option.

3. **Pricing.**

Contractor warrants that all prices stated in its bid will remain firm for the initial term of this Agreement. Any escalation in prices will be made on an annual basis thereafter by mutual agreement between the City and Contractor. Request for price increases must be made in writing to the Procurement Services Director at least 60 days in advance. Increases in prices shall be based on the most recent U.S. Bureau of Labor Statistics, Consumer Price Index news release text (released Quarterly: April, July, October, and January of each fiscal period) 12-month percentage changes in the Consumer Price Index, not seasonally adjusted. Private Industry, Compensation Costs, the percentage change for the most recent calendar year reported, not to exceed five (5%) percent (see https://www.bls.gov/ppi/). All request for price increases are subject to review and approval by the City.

4. **Payment**.

Provided Contractor faithfully performs its obligations contained in this Agreement, the City shall pay Contractor in accordance with the prices submitted in the Contractor's bid dated April 02, 2024 ("Payment").

5. Amendments.

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld.

6. Severability.

In the event that any provision or portion hereof of any Contract Document shall be found to be invalid or unenforceable, then such provisions or portion thereof shall be performed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision of the Contract Documents.

7. Due Authority.

Each party to this Agreement represents and warrants to the other parties that: (i) they are duly organized, qualified and existing entities under the laws of the State of Florida; and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same fully bind the parties on whose behalf they are executing.

City of Tarpon Springs:

By: _____
Mark LeCouris, City Manager

Contractor: Rowland (DE), LLC

By: _____

Name: KEVIN D. ROWLAND

Title: PRESIDENT

REMAINING PORTION INTENTIONALLY LEFT BLANK

(Acknowledgment of Contractor)

State of FLORIDA)
County of PINELLAS) ss:
City of PINELLAS PARK)

The foregoing Agreement was acknowledged before me this 9th day of May, _2024_, by KEVIN D. ROWLAND, PRESIDENT (Name and Title) of ROWLAND DE LLC ("Company"), on behalf of the Company. He/She is personally known to me or has produced _____, as identification and appeared before me at the time of notarization.

KEVIN D. ROWLAND warrants that he/she is authorized by the Company to execute the foregoing Agreement.

(SEAL)

NOTARY PUBLIC:

Carolyn J Hamm

My commission expires: _____

Carolyn J. Hamm
Comm. #HH075752
Expires: Jan. 14, 2025
Bonded Thru Aaron Notary

AGREEMENT

THIS AGREEMENT, made and entered into on the ____7____ day of ____May__, 2024,

by and between TLC Diversified, Inc., (herein referred to as the "Contractor") and the City of Tarpon Springs, Florida (herein referred to as the "City").

NOW, THEREFORE in consideration of the promises and covenants contained herein, the parties agree as follows:

1. **Contractor Duties.**

That the Contractor shall furnish material and perform work for:

Utility Rehabilitation and Construction Services

For the City of Tarpon Springs, Florida, and in full and complete accordance as provided by the following enumerated documents, ("Contract Documents") which are incorporated herein by reference and made a part hereof as if fully setout herein:

The Invitation for Bid No. 240055-B-AS ("Exhibit A")
The Contractor's Bid dated April 02, 2024 ("Exhibit B")
Certificate of Insurance
This instrument and any changes to the following documents agreed to by the parties hereto.

Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the ITB No. 240055-B-AS and Addenda ("Exhibit A"), (ii) and Contractor's Proposal and all associated documents (collectively "Firm's Standard Terms") dated April 02, 2024 ("Exhibit B"). Notwithstanding any term in the City Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in the earlier-listed document shall prevail over conflicting terms in a subsequently listed document.

2. **Term.**

The initial term of this contract will be May 7, 2024 through May 6, 2027. This contract includes one (1) 2-year renewal option.

3. **Pricing.**

Contractor warrants that all prices stated in its bid will remain firm for the initial term of this Agreement. Any escalation in prices will be made on an annual basis thereafter by mutual agreement between the City and Contractor. Request for price increases must be made in writing to the Procurement Services Director at least 60 days in advance. Increases in prices shall be based on the most recent U.S. Bureau of Labor Statistics, Consumer Price Index news release text (released Quarterly: April, July, October, and January of each fiscal period) 12-month percentage changes in the Consumer Price Index, not seasonally adjusted. Private Industry, Compensation Costs, the percentage change for the most recent calendar year reported, not to exceed five (5%) percent (see https://www.bls.gov/ppi/). All request for price increases are subject to review and approval by the City.

4. **Payment.**

Provided Contractor faithfully performs its obligations contained in this Agreement, the City shall pay Contractor in accordance with the prices submitted in the Contractor's bid dated April 02, 2024 ("Payment").

5. Amendments.

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld.

6. Severability.

In the event that any provision or portion hereof of any Contract Document shall be found to be invalid or unenforceable, then such provisions or portion thereof shall be performed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision of the Contract Documents.

7. Due Authority.

Each party to this Agreement represents and warrants to the other parties that: (i) they are duly organized, qualified and existing entities under the laws of the State of Florida; and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same fully bind the parties on whose behalf they are executing.

City of Tarpon Springs:

By: Mark LeCouris

Mark LeCouris, City Manager

Contractor: TLC Diversified, Inc.

By: X

Name: Dalas Lamberson

Title: President

REMAINING PORTION INTENTIONALLY LEFT BLANK

(Acknowledgment of Contractor)

State of Florida)
County of Manatee) ss:
City of Palmetto)

The foregoing Agreement was acknowledged before me this 13th day of May, 2024, by Dalas Lamberson/President (Name and Title) of TLC Diversified, Inc. ("Company"), on behalf of the Company. He/She is personally known to me or has produced N/A, as identification and appeared before me at the time of notarization.

Dalas Lamberson/President warrants that he/she is authorized by the Company to execute the foregoing Agreement.

NOTARY PUBLIC:

(SEAL)

LINDA KAY MOORE
MY COMMISSION # HH 503395
EXPIRES: March 20, 2028

Linda Kay Moore

Linda Kay Moore
My commission expires: March 20, 2028

AGREEMENT

THIS AGREEMENT, made and entered into on the ____7____ day of ____May__, 2024,

by and between U.S. Water Services Corporation, (herein referred to as the "Contractor") and the City of Tarpon Springs, Florida (herein referred to as the "City").

NOW, THEREFORE in consideration of the promises and covenants contained herein, the parties agree as follows:

1. **Contractor Duties.**

That the Contractor shall furnish material and perform work for:

Utility Rehabilitation and Construction Services

For the City of Tarpon Springs, Florida, and in full and complete accordance as provided by the following enumerated documents, ("Contract Documents") which are incorporated herein by reference and made a part hereof as if fully setout herein:

The Invitation for Bid No. 240055-B-AS ("Exhibit A")
The Contractor's Bid dated April 02, 2024 ("Exhibit B")
Certificate of Insurance
This instrument and any changes to the following documents agreed to by the parties hereto.

Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the ITB No. 240055-B-AS and Addenda ("Exhibit A"), (ii) and Contractor's Proposal and all associated documents (collectively "Firm's Standard Terms") dated April 02, 2024 ("Exhibit B"). Notwithstanding any term in the City Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in the earlier-listed document shall prevail over conflicting terms in a subsequently listed document.

2. **Term.**

The initial term of this contract will be May 7, 2024 through May 6, 2027. This contract includes one (1) 2-year renewal option.

3. **Pricing.**

Contractor warrants that all prices stated in its bid will remain firm for the initial term of this Agreement. Any escalation in prices will be made on an annual basis thereafter by mutual agreement between the City and Contractor. Request for price increases must be made in writing to the Procurement Services Director at least 60 days in advance. Increases in prices shall be based on the most recent U.S. Bureau of Labor Statistics, Consumer Price Index news release text (released Quarterly: April, July, October, and January of each fiscal period) 12-month percentage changes in the Consumer Price Index, not seasonally adjusted. Private Industry, Compensation Costs, the percentage change for the most recent calendar year reported, not to exceed five (5%) percent (see https://www.bls.gov/ppi/). All request for price increases are subject to review and approval by the City.

4. **Payment.**

Provided Contractor faithfully performs its obligations contained in this Agreement, the City shall pay Contractor in accordance with the prices submitted in the Contractor's bid dated April 02, 2024 ("Payment").

5. Amendments.

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld.

6. Severability.

In the event that any provision or portion hereof of any Contract Document shall be found to be invalid or unenforceable, then such provisions or portion thereof shall be performed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision of the Contract Documents.

7. Due Authority.

Each party to this Agreement represents and warrants to the other parties that: (i) they are duly organized, qualified and existing entities under the laws of the State of Florida; and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same fully bind the parties on whose behalf they are executing.

City of Tarpon Springs:

By: _____
Mark LeCouris, City Manager

Contractor: U.S. Water Services Corporation

By: _____

Name: Edward Mitchell

Title: Sr. VP/ GM/ Secretary

REMAINING PORTION INTENTIONALLY LEFT BLANK

(Acknowledgment of Contractor)

State of Florida)
County of Pasco) ss:
City of New Port Richey)

The foregoing Agreement was acknowledged before me this 21st day of May, 2024,
by Edward Mitchell, Sr. VP/ GM/ Secretary
(Name and Title)
of U.S. Water Services Corporation ("Company"), on behalf of the Company. He/She is personally known to me or has produced _____, as identification and appeared before me at the time of notarization.

Edward Mitchell, Sr. VP/ GM/ Secretary warrants that he/she is authorized by the Company to execute the foregoing Agreement.

(SEAL)

NOTARY PUBLIC:

CHRISTINA R CREGO
Notary Public-State of Florida
Commission # HH 85112
My Commission Expires
January 26, 2025

My commission expires: January 26, 2025

Board of Commissioners

Memorandum

Date: December 17, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Janina Lewis, Procurement Services Director
Subject: Award Invitation to Bid (ITB) File No. 250032-B-JL, Tarpon Springs Fire Station No. 70 Construction **(Janina Lewis Procurement Director)**

Recommendation

Award Bid No. 250032-B-JL, Tarpon Springs Fire Station No. 70 Construction to Erikson and Lindstrom Construction Company Inc., for the estimated amount of $5,981,632.35, which includes additive alternates one through four and a contingency amount of $300,000, for the reasons stated in the background, for the Fire Department.

Background

On October 15, 2024, the Board ratified the Request for Qualifications (RFQ) No. 240145-S-JL, for the prequalification selection of three (3) contractors: All Phase General Contractors, Inc.; Erickson & Lindstrom Construction Co., and Kingdom Construction Services, Inc. as the Qualified Respondents to RFQ No. 240145-S-JL. The short-listed contractors were sent the invitation to bid. Only two met the response timeline. The proposed facility will be a new facility constructed on a vacant lot near the existing Fire Station 70. The existing Fire Station 70 will remain in operation during construction and should not interfere with construction activities. The new facility will consist of three (3) vehicle bays and a fully functional operations facility designed for 24-hour operation including storage, bunking, dining, meeting, recreational, and administrative spaces.

The final award selection is based on the lowest, most responsive, responsible bid. Erikson and Lindstrom Construction Company Inc. meets the requirements (see attached documents). The number of calendar days to substantial completion from notice to proceed is 450 Calendar days.

Funding

307-8603-522.6200 Local Option Sales Tax (Penny Fund) / Project No. PS2501

Strategic Plan Objective

N/A

Tabulation of Submittals

For

Bid No. 250032-B-JL

CONSTRUCTION OF NEW FIRE STATION 70

December 3, 2024 @ 3:00 p.m.

Contractor	**Total Bid**
Erikson & Lindstrom Construction Company Inc.	$5,981,632.35
All Phase General Contractors Construction Co.	$7,368,449.26
Kingdom Construction Services, Inc.	No Bid Received

Broadcast: 3 Plan holders: 3 Responses: 2

Bids from the companies listed herein are the only bids received timely as of the above opening date and time. All other bids submitted in response to this Bid, if any, are hereby rejected as late.

Project Administration Department

324 East Pine Street
Tarpon Springs FL 34689
(727) 942-5638

Memorandum

Date: December 17, 2024

To: Janina Lewis, Procurement Services Director

From: Scott Young, Fire Chief

Subject: Award Bid No. 250032-B-JL, Tarpon Springs Fire Station 70 Construction

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Recommendation

BOC approval of a construction contract with Erikson and Lindstrom Construction Company Inc. is requested for the subject project in the amount of **$5,981,632.35.**

Background

City of Tarpon Springs Fire and Rescue is seeking to construct new a Fire Station 70 in accordance with the construction drawings and specifications. This proposed facility will be a new facility constructed on a vacant lot near the existing Fire Station 70. The existing Fire Station 70 will remain in operation during construction and its daily activities should not interfere with construction activities. The new facility will consist of three (3) vehicle bays and a fully functional operations facility designed for 24-hour operation including storage, bunking, dining, meeting, recreational and administrative spaces.

After the new building is furnished and occupied by employees, the existing building will remain in place and potentially be repurposed for an undetermined future function.

The project also includes several additive bid items that are to be provided under the project budget. These include furnishing gym equipment, a roof-mounted photovoltaic (solar) power system, a custom dining table, and an allowance for BDA/DAS communications system. The contractor will be required to make provisions for a Public Art element or payment to the Public Art Fund as detailed in the bid package documents and included in the bid package.

Construction bidding was accomplished using a two-step process by which qualified contractors were evaluated based on qualifications and experience and short-listed. Short-listed firms were invited to submit bids, and the lowest qualified bid is recommended for award.

Funding
The low bid for this project, inclusive of all additive alternates and a $300,000 construction contingency came in lower than the City's $6.2M project budget by $218,368. Funding will be provided through the Local Option Sales Tax (i.e. Penny for Pinellas) Fund, Account Number 307-8603-522.6200 for the full amount of $5,981,632.35 in project number PS2501.

Note that the following revenue sources are providing funding to supplement the total cost of the project:

- $720,000.00 from Perpetual Exclusive Easement (Cell Tower)
- $562,273.44 from Pinellas County Fire District Funding

Board of Commissioners

Memorandum

Date: October 15, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Janina Lewis, Procurement Services Director
Subject: Ratify Selection of Pre-Qualified Respondents for Request for Qualifications (RFQ) No. 240145-S-JL, Construction of New Fire Station 70 **(Janina Lewis Procurement Director)**

Recommendation

Ratify selection of All Phase General Contractors, Inc.; Erickson & Lindstrom Construction Co., and Kingdom Construction Services, Inc. as the Qualified Respondents to RFQ No. 240145-S-JL, Construction of New Fire Station 70 Pre-Qualfication. Further deem Bull Development Corporation as not meeting the minimum qualifications as stated in the background.

Background

The purpose of this solicitation is to pre-qualify construction firms who will be the only firms invited to respond to the forthcoming Invitation to Bid (ITB) for construction of the project. The City of Tarpon Springs intends to construct a new Fire Station 70. This proposed facility will be a new facility constructed on a vacant lot near the existing Fire Station 70. The existing Fire Station 70 will remain in operation during construction and should not interfere with construction activities. The new facility will consist of three (3) vehicle bays and a fully functional operations facility designed for 24-hour operation including storage, bunking, dining, meeting, recreational, and administrative spaces. The construction firms were required to not only document the experience of the construction member of the team, but to provide construction building experience and identify previous Fire Station construction building experience. Bull Development Corporation failed to meet the minimum qualifications as they did not provide enough information required to meet all the scoring criteria (see attached). The selection is in accordance with the Consultants' Competitive Negotiation Act (CCNA), Section 287.055 Florida Statutes.

Funding

Funding not required during this phase.

Strategic Plan Objective

CITY OF TARPON SPRINGS, FLORIDA
REQUEST FOR PRE-QUALIFICATIONS

RFQ No. 240145-S-JL
CONSTRUCT NEW FIRE STATION 70
Construction Pre-Qualification

ISSUE DATE: **July 31, 2024**

RESPONSES DUE: **August 30, 2024**
3:00 P.M. (Local Time)

SUBMIT TO: **Electronic Responses:**
https://ctsfl.bonfirehub.com/portal/?tab=openOpportunities
for
City of Tarpon Springs
Procurement Services Department
324 E. Pine St
Tarpon Springs, Florida
34689

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

RFQ No. 240145-S-JL

ACKNOWLEDGEMENT FORM

SUBMIT RESPONSES ELECTRONICALLY VIA BONFIRE

TO: PROCUREMENT SERVICES DEPARTMENT

MAILING ADDRESS: P.O. BOX 5004
TARPON SPRINGS, FL 34688-5004

TAX NUMBER: 85-8012621696C-2

NUMBER OF COPIES REQUIRED: One (1) electronic proposal. Proposers shall submit their responses electronically via Bonfire.

DEADLINE FOR WRITTEN QUESTIONS: August 20, 2024 @ 5:00 p.m. Questions regarding this RFQ should be directed to Janina Lewis, Procurement Services Director, at jlewis@ctsfl.us.

SUBMITTALS MAY NOT BE WITHDRAWN FOR 90 DAYS AFTER SUCH DATE & TIME.

OFFEROR NAME: _____

OFFEROR MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

TELEPHONE NUMBER: _____

AUTHORIZED SIGNATURE: _____

SIGNATORY'S NAME: _____

SIGNATORY'S TITLE: _____

ADDENDA FORM

ADDENDA: The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

FAILURE TO ACKNOWLEDGE RECEIPT OF ANY/ALL ADDENDA MAY CAUSE THE SUBMITTAL TO BE CONSIDERED NON-RESPONSIVE TO THE SOLICITATION. ACKNOWLEDGED RECEIPT OF EACH ADDENDUM MUST BE CLEARLY ESTABLISHED AND INCLUDED WITH THE OFFER.

Exceptions: Have you taken any exceptions to the specifications? YES OR NO. If YES, indicate them on a separate sheet marked EXCEPTIONS TO SPECIFICATIONS.

This submittal must be signed by a person authorized to act for the company in their own name. UNSIGNED SUBMITTAL will be cause for rejection.

Company_____
_

Address_____

City_____ State _____ Zip Code_____

Telephone_____
Fax_____

Signature_____ Date _____

Signatory's Name & Title _____

EXCEPTIONS TO SCOPE OF SERVICES

Section / Paragraph No.	Description

CONSTRUCT NEW FIRE STATION 70

PRE-QUALIFICATION

Sealed Statements of Qualifications (SOQ) are requested for the above services. Submittals must be received by the Procurement Services Department, no later than August 30, 2024, @ 3:00 p.m. Late submittals will not be considered.

A non-mandatory, **pre-response** conference will be held by the Procurement Services Department online via Microsoft TEAMS meeting:

9:00 a.m., August 13, 2024

Meeting ID: 271 259 131 795
Passcode: HmpzGy

By this request for qualifications ("RFQ"), the City of Tarpon Springs, Florida ("City") is pre-qualifying "Statements of Qualifications" ("SOQs") from interested companies ("Respondents") who will later receive the complete engineered bid package to submit sealed bids for consideration of award for the construction and acceptance testing of a Fire Station 70 ("Project").

Only the most highly ranked Pre-qualified Respondents (PQRs) will be invited to respond to a forthcoming Bid for Construction (ITB) contract under separate cover. The ITB process is presently contemplated to determine best value for price based upon the pre-qualified respondents.

SCOPE OF SERVICES

1. PROJECT INFORMATION

The City of Tarpon Springs is seeking SOQ for construction of the City of Tarpon Springs Fire Station 70 in accordance with the proposed construction drawings. This proposed facility will be a new facility constructed on a vacant lot near the existing Fire Station 70. The existing Fire Station 70 will remain in operation during construction and should not interfere with construction activities. The new facility will consist of three (3) vehicle bays and a fully functional operations facility designed for 24-hour operation including storage, bunking, dining, meeting, recreational, and administrative spaces.

2. QUALIFICATIONS

Firms interested in providing the required services must submit a SOQ containing tabbed sections for the elements identified in the evaluation criteria.

A. GENERAL

It is City's intent that the City enter into the Agreement with a single entity ("Contractor"), which will be the single point of contact and have direct contractual responsibility for all construction, quality control, and start-up services necessary to successfully complete the construction of the Project.

The Agreement will require, among other things that a Payment and Performance Bond be obtained securing the performance of all portions of the Project pursuant to the Agreement. Therefore, a Respondent must be a construction contractor and shall

demonstrate that it, or a subsidiary of the Respondent, is a qualified constructor. The qualifications criteria necessary for each of the above to be deemed qualified are set forth below in Section 2.

Once a Respondent has been deemed to be a Qualified Respondent, the key component or subcontracted firms (e.g., those performing the construction) shall not be changed unless the prior written approval of the City is obtained by the Qualified Respondent. Proposed substitutes must meet the qualifications criteria stated in this RFQ. Prior to granting such approval, the City may request submission of the qualifications of the new firm, company or individual in reasonable detail to evaluate the qualifications based upon the criteria contained in this RFQ. If a Qualified Respondent is unable to replace the firm, company or individual with one that is qualified, the City may deem the Respondent as not qualified and may drop such Respondent from further consideration and participation in the procurement process.

3. TENTATIVE SCHEDULE

The following projected timeline should be used for planning purposes only. The City reserves the right to adject this timeline as required.

Procurement Event	Tentative Date
RFQ Advertised	July 31, 2024
Last Day for Questions	August 20, 2024
Submissions Due	August 30, 2024
Evaluation Committee Meeting	September 24, 2024
Presentations (if applicable)	TBD
Notice of Recommendation	October 1, 2024
Tentative award of ratification of selection by Board of Commissioners	October 15, 2024

SECTION 2 - SPECIAL CONDITIONS

1. PURPOSE

The purpose of this RFQ is to establish a short list of a minimum of three (3) of the most highly ranked qualified professional RESPONDENTS for eligibility for submittal on a forthcoming ITB for Construction for the contract to construct the City's New Fire Station 70.

2. CRITERIA FOR EVALUATION AND AWARD

The City evaluates three (3) categories of information: responsiveness, responsibility, and the technical response. All responses must meet the following criteria.

a) Responsiveness. The City will determine whether the response complies with the instructions for submitting responses including completeness of response which encompasses the inclusion of all required attachments and submissions. The City must reject any responses that are submitted late. Failure to meet other requirements may result in rejection.

b) Responsibility. The City will determine whether the respondent is one with whom it can or should do business. Factors that the City may evaluate to determine

"responsibility" include, but are not limited to: past performance, references (including those found outside the response), compliance with applicable laws, respondent's record of performance and integrity (e.g., has the respondent been delinquent or unfaithful to any contract with the City), whether the respondent is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review respondent's facilities, equipment, and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.

c) Technical Response. The City will determine how well responses meet its requirements in terms of the response to the solicitation and how well the offer addresses the needs of the project.

2.1. A selection committee made up of no less than three (3) members will evaluate, score, and rank the responses relative to their qualifications, approach, and ability to provide services to best serve the needs of the City.

2.2. The following is the criteria that will be used by the City to evaluate and score responsive and qualified written proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score their proposals. The maximum possible score is 100 points.

Evaluation Criteria	**Maximum Points Available**
Ability of Firm and its Professional Personnel	25
Firms Experience with Projects of a Similar Size and Type	40
Firms Willingness and Ability to meet Schedule and Budget Requirement	10
Firms Recent, Current, and Projected Workload	10
Minority Business Status	5
Effect of Project Team Location	10
Total Point Possible	100

A. ABILITY OF FIRM AND ITS PROFESSIONAL PERSONNEL
Maximum Points – 25

Responses limited to 2 pages maximum, single sided, for narrative, plus organizational charts, plus resumes of key personnel (limit two pages, single sided, per person).

i) Attach resumes only for key personnel of the Project Team, detailing past experience as it relates to projects of a similar size and type
ii) Submit an organizational chart delineating personnel assigned to both and design services and anticipated construction services.

B. FIRMS EXPERIENCE WITH PROJECTS OF A SIMILAR SIZE AND TYPE
Maximum Points – 40
Responses must have only one (1) project per page, single sided. Should include any Fire Station Construction builds within the last 10 years.

i) List a maximum of ten (10) recent projects, preferably during the past 5 (five) years, to indicate proficiency in similar work.
ii) The firm's or team members actual role in those listed projects must be documented.

C. FIRMS WILLINGNESS AND ABILITY TO MEET SCHEDULE AND BUDGET REQUIREMENTS
Maximum Points – 10
Responses limited to three (3) pages, single sided, maximum.

i) Provide a short narrative outlining how you propose to manage the project in order to meet schedule and budget requirements.
ii) Indicate the controls to be utilized to maintain both schedule and budget for this project.
iii) Describe how personnel will be assigned, and tasks effectively handled, in order to provide the most efficient service on the project during the construction phases of the project.
iv) Provide a graphical schedule containing tasks and task durations for the construction of the project.

D. FIRMS RECENT, CURRENT AND PROJECTED WORKLOAD
Maximum Points – 10
Responses limited to 3 pages, single sided, maximum.

i) Describe the current workload and your daily ability to handle scope of construction.
ii) Provide a graphic representation, one (1) page, single sided, maximum, of your current commitment over the next one (1) year period for key members of the project team.
iii) Specify the members of the project team and office location for each.

E. MINORITY BUSINESS STATUS
Maximum Points – 5
Provides points pre-populated by Procurement Services for minority business status as designated by the State of Florida. If the Firm/Prime Contractor is designated as a minority business by the State of Florida, five (5%) percent of the total evaluation points are awarded. If the firm does not have minority business

status as per the State of Florida, zero (0%) percent of the points available are awarded.

F. PROJECT TEAM LOCATION
Maximum Points – 10
Response Limited to 3 pages, single sided, maximum.

i) Specify who in the Proposer's organizational chart will oversee the elements of the work.
ii) Specify the members of the project team and office location for each.
iii) A firm shall be considered local if it is within the Tampa Bay Regional Partnership area, made up of Hillsborough, Pinellas, Pasco, Polk, Manatee, Sarasota, and Hernando Counties.

2.3. Oral Presentations/Telephone Discussions

A. Plan to shortlist all qualified firms meeting **all** stated criteria for qualification

B. Oral Presentations by the shortlisted firms **will not** be required on this project.

C. Telephone discussions **will not** be held with each of the shortlisted firms.

2.4. Evaluation Committee meetings are public meetings. Official Notice of the meetings will be posted on Bonfire a minimum of 24 hours prior to the meeting time. No other notice will be given. Anyone may attend the meetings as an observer; however, no observers may make comments or ask questions unless invited to do so by the committee.

2.5. In order to ensure fair evaluation of submittals, **ex parte communication** initiated by a respondent is prohibited from the time the responses are opened until a final decision has been made. No proposer may initiate communication with any City Commissioner or any City official, staff, or employee who is participating in the evaluation process. Any and all communication initiated by a proposer after the submittals are opened must be in writing to:

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director
City of Tarpon Springs
PO Box 5004
Tarpon Springs, FL 34688-5004
727-937-1766 Fax
jlewis@ctsfl.us

2.6. The Evaluation Committee may, however, initiate communication with any proposer in order to obtain additional information or clarification necessary for fair evaluation of their submittal. Ex parte communication initiated by a proposer may disqualify that firm from consideration for this or future Requests for Qualifications.

3. SUBMITTAL CONTENT REQUIREMENTS

The following paragraphs detail the instructions and order to be followed in preparing a response to this RFQ. The City of Tarpon Springs reserves the right to reject any submittal as non-responsive if the submittal fails to include any of the required information in the specified order. Each part of the submittal should be clearly labeled and tabbed for easy reference. The submittal shall be submitted in an 8 ½" by 11" format minimum font 10 pt. with all sections tabbed as necessary. Page limits stated below shall be observed (excess pages will not be evaluated). One page is defined as one printed side of one piece of paper. All full-page illustrations, figures, and tables are to be included in the page count (even if they are not paginated)

A. Cover Letter (one page, single sided, 6 Pages Maximum)

A cover letter transmitting the qualifications must be submitted and dated. The letter must indicate that the RESPONDENT agrees to be bound by the submittal without modifications, unless mutually agreed to upon further negotiations between the City of Tarpon Springs and the RESPONDENT. The cover letter shall also contain:

a. The name, title, address, and telephone number(s), and email address of an individual(s) with authority to bind the firm during the period in which the CITY is evaluating the submittals. The cover letter shall also identify the legal form of the firm. If the firm is a corporation, the cover letter shall identify in which state the company was incorporated. If a consortium, joint venture or team approach is being proposed, provide the above information for all participating firms. This letter shall clearly state which entity is: (i) the Respondent and would execute the Agreement with the City; (ii) the Constructor Member who will provide the construction services. One entity may fulfill multiple functions for the project but must meet the individual qualifications for each component as stated.

b. A short business history of the Respondent, and the Constructor Member.

c. A basic organizational chart depicting the proposed Respondent Team structure.

d. A statement that the Respondent’s team meets ALL of the Minimum Qualifications Criteria set forth previously in Section 2-B of this RFQ.

e. The cover letter shall be signed by a principal of the firm or other person fully authorized to act on behalf of the firm or team.

B. Table of Contents (1 Page)

The Table of Contents should identify locations of all sections in the submittal.

C. Respondent Team Relevant Experience (40 pages)

The intent of this section of the SOQ is for the Respondent to clearly and completely describe how its team meets each and every one of the Minimum Qualifications Criteria set forth in this RFQ.

In developing this section of the SOQ, the text shall clearly distinguish, and state which entity actually performed the work for which they are claiming experience. Where it is the experience of a parent, affiliate or subsidiary that is listed as a relevant qualification, this fact shall be explicitly noted and the relationship linking the experience to this Project shall be described. **Please label each subsection according to the numbering sequence as presented below.**

1 Ability of the Firm's Professional Personnel
2. Firm's Experience with Projects of a Similar Size and Type-Including construction of a previous Fire Station within the last 10 years
3. Firm's Ability to Meet Schedule and Budget Requirements.
4. Firm's Recent, Current and Projected Workload
5. Firms Minority Business Status
6. Effect of Project Team Location

D. Contract Exhibits (No Page Limit)
In order for a submittal to be considered responsive for further consideration, all forms must be fully completed. Provide any additional information as necessary including licensing and certifications.

SECTION 3 - GENERAL CONDITIONS

1. SEALED SUBMITTAL

Proposers are required to submit their submittal in conjunction with the following expressed conditions:

A. The Original Acknowledgement Form must be executed and submitted in accordance with the instructions given on the Acknowledgement Form and in the Special Conditions. All submittals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

B. Any contract resulting from this solicitation shall include the following, which are incorporated herein:

Scope of Services, Special Conditions, General Conditions, and applicable conditions of the Request for Qualifications, the proposer's submittal, Exceptions to Specifications (if applicable), Addenda (if issued), Vendor References, Public Entity Crimes Statement, E-Verify Certification, Scrutinized Companies Certification, and Drug Free Workplace Form.

C. Proposers shall thoroughly read and examine all RFQ documents. As RFQ documents frequently change for each solicitation, proposers should not assume that this solicitation contains the same terms and conditions that were supplied in prior solicitations. The City is not obligated to identify any modifications to RFQ documents.

D. Proposers are advised that all City solicitations and contracts applicable are subject to all legal requirements contained in the City's Ordinances and State and Federal law. When conflicts between this solicitation and these legal authorities occur, the higher authority shall prevail.

2. EXECUTION OF SUBMITTAL

Submittal must contain a manual signature of authorized representative. Submittal must be typed or printed in ink. Electronic signatures are acceptable.

3. SUBMITTAL OPENING

Opening of the sealed submittals shall be public on the date, location, and the time specified on the ACKNOWLEDGEMENT FORM. It is the proposer's responsibility to assure that their submittal is delivered at the proper time and place of the submittal opening. Submittals which for any reason are not so delivered will not be considered. Offers by telegram or telephone are not acceptable. A submittal may not be altered after opening of the submittals.

4. MISTAKES

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the proposer to ensure that they have all the information necessary to affect their submittal. The City will not be responsible for the failure on the part of the proposer to determine the full extent of the risk exposure and scope of work required to effectively perform under contract. Proposers are expected to examine the conditions, scope of work, Special Conditions, and all instructions pertaining to services involved. Failure to do so will be at the proposer's risk.

5. INTERPRETATIONS/DISPUTES

Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than the date specified on the ACKNOWLEDGEMENT FORM. Inquiries must reference the date of the submittal opening and RFQ number. No interpretation shall be considered binding unless provided in writing by City in response to requests in full compliance with this provision.

6. COMPETITIVE OFFER

Pursuant to the provisions of State and Federal antitrust laws and under the penalty of perjury, the signatory of any submittal in response to this RFQ certifies that their submittal has not been formulated collusively and is not otherwise in violation of said laws.

7. QUALIFICATIONS FOR AWARD

Award of a contract shall be made to the proposer who is responsive in all respects to these procurement requirements, where the proposer is determined to be a responsible proposer, which determination shall be made solely at the discretion of the City.

8. THE PROPOSER AFFIRMS AND DECLARES

- That the firm is licensed to do business within the State of Florida and will secure a City of Tarpon Springs Occupational License, if required, prior to the start of work.
- That the firm has the capability to assure completion of the required services within the time specified under this contract.
- That the firm presently has necessary facilities, financial resources, and licenses to complete the contract in a satisfactory manner and within the required time.
- That no other person, firm, or corporation has any interest in this submittal or the resultant contract.
- That the proposer is not in arrears to the City upon debt or contract and is not defaulting.
- That no officer or employee or person whose salary or compensation for services is payable in whole or in part from the City is or shall be or become interested directly or indirectly in this submittal or in the award or performance of the contract for supplying of aforesaid and other related items, or in any portion of the profits or price there from.

No proposer may withdraw his submittal after the scheduled closing time for receipt of submittals. All submittals must be firm for a period of ninety (90) days, after the time set for opening of submittals.

The City reserves the right to reject any or all submittals, to waive irregularities in the submittals, or to accept the submittal which best serves the interest of the City of Tarpon Springs.

9. GOVERNMENTAL RESTRICTIONS

In the event any governmental restrictions may be imposed which would necessitate alteration of the services offered in this submittal prior to their beginning of work, it shall be the responsibility of the successful proposer to notify the Procuring Agency at once, indicating in his letter the specific regulation which required an alteration. City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to City.

10. ADVERTISING

In submitting a response to this solicitation, proposer agrees not to use the results as a part of any advertising.

11. ASSIGNMENT

Any contract or purchase order issued pursuant to this Request for Qualifications and the monies which may become due hereunder are not assignable except with the prior written approval of the City.

12. EXCESS REPROCUREMENT LIABILITY

The RESPONDENT shall be liable to City for all expenses incurred by City in re-procuring elsewhere the same or similar services offered by the RESPONDENT hereunder, should the RESPONDENT fail to perform. Such re-procurement expense obligation by RESPONDENT shall be limited to the excess over the agreed upon price.

13. TERMINATION
City may terminate this contract in whole or in part with or without cause upon thirty (30) days written notice to the RESPONDENT. Unless the RESPONDENT is in breach of the Contract, the RESPONDENT shall be paid for services rendered to the City's satisfaction through the date of termination.

14. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS
Submittals shall comply with all local, state, and federal directives, orders, and laws as applicable to this RFQ and subsequent contracts.

15. PROTEST
Protest or any objection to the procedures followed by the City of Tarpon Springs with regard to this RFQ or the award thereof must be in strict accordance with Resolution 2008-15, a copy of which may be obtained at Procurement Services upon request.

16. ATTORNEY'S FEES
In any civil, administrative, bankruptcy, or other proceeding concerning the interpretation, performance or enforcement of this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

17. WAIVER OF BREACH
No waiver of any breach of this agreement shall be held to be a waiver of any subsequent breach of this agreement.

18. ENTIRE AGREEMENT
This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements; there are no other agreements, representations or Warranties not set forth herein. In the event any portion of this agreement shall be declared by any court of competent jurisdiction to be invalid or unenforceable, the parties agree that such invalid or unenforceable portion shall be severable, and the contract shall be treated as though that portion had never been part of this agreement.

19. NOTICES
Any notice required or permitted to be given under this agreement shall be sufficient if in writing and sent by Certified Return Receipt Requested Mail to the RESPONDENT and City at their respective addresses.

20. HOLD HARMLESS
The RESPONDENT agrees to indemnify, hold harmless, and defend City of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims whatsoever for personal injuries or property damage caused by the negligent or deliberate act or omission of the RESPONDENT, its agents, officers, employees, and all other persons as a result of the performance of the services.
This includes claims made by the employees of the RESPONDENT against the Procuring Agency and RESPONDENT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This shall not be construed in any way as a waiving of any immunity the City may have under the Doctrine of Sovereign Immunity or of 768.28, Florida Statutes.

21. COMPLIANCE WITH LABOR AND IMMIGRATION LAWS

The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the City. Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) City shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

22. Prohibition Against Considering Social, Political Or Ideological Interests In Government Contracting -- F.S. 287.05701: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

ANY AND ALL SPECIAL CONDITIONS AND SERVICES ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

MINIMUM INSURANCE REQUIREMENTS

A. Prior to the time the engineering RESPONDENT is entitled to commence any part of the project, work, or services under this contract, the engineering RESPONDENT shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to Procurement Services of a Certificate of Insurance executed on a standard ACORD form, listing coverages and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract.

1. Worker's Compensation limits as required by law; Employers' Liability Insurance of not less than $1,000,000 for each accident.

2. Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than $1,000,000, each occurrence; and property damage of not less than $200,000 each occurrence. (Combined Single Limits of not less than $1,000,000, each occurrence will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than $50,000 per occurrence, unless otherwise stated by exception herein.

3. Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with minimum limits of $1,000,000 each occurrence, and property damage of not less than $100,000 each occurrence. (Combined Single Limits of not less than $500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis, such insurance to include coverage for loading and unloading hazards.

4. $500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.

5. Professional liability (errors and omissions) insurance with a limit of not less than $1,000,000 per occurrence

B. Each Insurance Policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. The engineering RESPONDENT shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said RESPONDENT from its insurer; and

nothing contained herein shall absolve the RESPONDENT of this requirement to provide notice.

2. Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole assessments for any deductibles which all are at the sole responsibility and risk of the engineering RESPONDENT.

3. The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.

4. City of Tarpon Springs shall be endorsed to the required policy or policies as an additional insured.

5. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

VENDOR REFERENCES

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR SUBMITTAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES WHICH ARE SIMILAR IN SCOPE TO THIS PROJECT:

1. _____
Company

_____
Address

_____
Telephone/Email

_____
Contact

2. _____
Company

_____
Address

_____
Telephone /Email

_____
Contact

3. _____
Company

_____
Address

_____
Telephone/Email

_____
Contact

4. _____
Company

_____
Address

_____
Telephone/Email

_____
Contact

The Content of this Form may not be modified by the Respondent.

QUALIFICATIONS FORM 1
AFFIDAVIT FROM CONSTRUCTOR MEMBER

STATE OF FLORIDA
THE CITY OF TARPON SPRINGS

BEFORE ME, the undersigned authority, personally came and appeared _____, who after being by me duly sworn, deposed and said that he is fully authorized representative of
(hereinafter referred to as "Constructor Member") and said affiant stated:

1) The Constructor Member is the party ("Respondent") who has prepared the Statement of Qualifications for the design, construction of a new Fire Station 70, (collectively the "Project") for the City of Tarpon Springs ("City"), which Statement of Qualifications will be received by the City on_____ , 2024.

2) The Constructor Member has read the Statement of Qualifications sections which refer to the Constructor Member and: (i) certifies that such statements are true and correct; and (ii) consents to the use of such statements in the Statement of Qualifications.

3) The Constructor Member agrees that: (i) if the Respondent is deemed a Qualified Respondent, the Constructor Member will assist in preparing the Proposal; and (ii) if the Respondent is selected to construct the Project, the Constructor Member will be the general construction contractor for the construction of the Project.

4) The Constructor Member hereby certifies the truth and accuracy of the above statements under the pains and penalties of perjury.

_____
(Signature of Constructor Member)

_____
(Printed Name and Title)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS DAY OF , 2024

(SEAL)

_____
NOTARY PUBLIC IN AND FOR THE STATE OF _____

Public Entity Crimes Statement
SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

1. This sworn statement is submitted to

_____
(print name of the public entity)
By _____
(print individual's name and title)
For_____
(print name of entity submitting sworn statement) whose business
address is: _____
and (if applicable) its Federal Employer Identification Number (FEIN) is
_____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____
_

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, robbery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which

otherwise transacts or applies to transact business with a public entity. The term "person" includes those officer, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement in which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies).**

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Corporate Seal)

_____
Authorized Representative-Sign in Ink

_____
Authorized Signature (typed) Title

Company Name
Mailing Address
City, State, Zip
(Area Code) Telephone Number

SUBSCRIBED AND SWORN BEFORE ME AT:

THIS____DAY OF_____202___.

NOTARY PUBLIC
MY COMMISSION EXPIRES:

DRUG FREE WORKPLACE FORM

The undersigned, in accordance with the Florida Statute 287.087 hereby certifies that

_____does:
(Proposer)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

2. Inform employees about the dangers of drug abuse in the workplace; the business' policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (A).

4. In the statement specified in subsection (A), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to 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 this statement, I certify that this firm fully complies with the above requirements.

Date: _____ _____
Signature & Title

RFQ No. 240145-S-JL

E-VERIFY CERTIFICATION

RFQ/Contract No: _____

Project Description: _____

RESPONDENT/Firm acknowledges and agrees to the following:
RESPONDENT/Firm 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:
1. All persons employed by the RESPONDENT/Firm during the term of the Contract to perform employment duties within Florida; and
2. All persons, including Sub-Contractors, assigned by the RESPONDENT/Firm to perform work pursuant to the Contract with the Department.

Company/Firm: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

This document must be completed and returned with your Submittal.

RFQ No. 240145-S-JL

VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LIST

Respondent Vendor Name:

Proposer/Contractor FEIN: _____
Proposer/Contractor's Authorized Representative Name and Title:

_____
Address:

_____
City: _____ State: _____ Zip: _____
Phone Number:

_____
Email Address:

_____
Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of $1,000,000.00 or more that are on either the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector lists which are created pursuant to s. 25.473 Florida Statute (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 Florida Statute (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to s. 287.135 Florida Statute (Current Edition), the submission of a false certification may subject company to civil penalties, attorney's costs, and/or other costs and does not have business operations in Cuba or Syria.

Certified by:

_____
_
Who is authorized to sign on behalf of the above-referenced company.
Print Name and Title:

_____

Date: _____

Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

CITY OF TARPON SPRINGS, FL

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615

August 21, 2024

RFQ No. 240145-S-JL
New Fire Station 70, Prequalification of Contractors
ADDENDUM 1

A pre-bid meeting was held August 13, 2024, at 0900. There were no questions received as a result of the meeting. Topics covered were the submittal due dates and the evaluation criteria. There is no bid for materials at this time. Those who prequalify will be invited to bid on the actual construction.

QUESTIONS/ANSWERS

Q1: What is the budget for the construction of Fire Station 70?

Response: For those prequalified to receive the Invitation for Bid, the estimated budget for construction is, $6,200,000.00

- All other requirements, terms and conditions remain the same.
- Copies of the plans and specifications may be obtained through Onvia/DemandStar (www.demandstar.com).

RFQ NO. 240145-S-JL
EVALUATION FORM

CONSENSUS SCORE SHEET
EVALUATION

	RANK (100 Pts)	All Phase General Contractors, Inc.	Bull Development Corporation	Erickson & Lindstrom Construction C	Kingdom Construction Services, Inc.
1. Ability of Firm & Personnel	25	17	17	24	23
2. Firms Experience with Projects of Similar Size/Type	40	25	20	36	35
3. Firms Willingness & Ability to Meet Schedule/Budget	10	9	Ø	7	7
4. Firms Recent, Current, and Projected Workload	10	9	Ø	9	9
5. Minority Business Status	5	5	0	0	0
6. Effect of Project Team Location	10	10	10	10	9
Total Score		75	47	86	83

PROJECT TITLE: Construction Fire Station 70 Pre-Qualification

SCORING MEETING DATE: 10/03/2024

RFQ NUMBER: 240145-S-JL

NOTE: DO NOT DISCUSS THESE SCORES WITH OTHER COMMITTEE MEMBERS, FIRMS OR ANYONE OTHER THAN AUTHORIZED ADVISORS UNTIL FINAL RANKING HAS BEEN OFFICIALLY ANNOUNCED

Janina Lewis 10/03/2024

Tabulations by- Janina Lewis- Procurement Services Director

CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

October 4, 2024

Notice of Shortlist: RFQ No. 240145-S-JL, CONSTRUCT NEW FIRE STATION 70 Construction Pre-Qualification

The City of Tarpon Springs Evaluation Committee has shortlisted the following Firms as the Pre-Qualified Respondents to receive the forthcoming Invitation to Bid (ITB) on the Construction of the New Fire Station 70:

All Phase General Contractors, Inc.
Erickson & Lindstrom Construction Co.
Kingdom Construction Services, Inc.

This letter is not to be construed as the final selection for award. This selection is to be approved by the Board of Commissioners. An invitation to Bid will be issued following recommendation approval.

Janina Lewis

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

10/04/2024

THE E&L CONSTRUCTION GROUP

City of Tarpon Springs, Florida

Request for Pre-Qualifications

8/30/24

Quality People … World Class Results

THE E&L CONSTRUCTION GROUP

7247 Bryan Dairy Road
Largo, Florida 33777
Phone: 727-289-7072
www.eandlgroup.com
August 30, 2024

City of Tarpon Springs
Procurement Services Department
324 E. Pine St
Tarpon Springs, FL 34689

RE: City of Tarpon Springs,

To Whom It May Concern,

It is with great pleasure that the E&L Construction Group has the opportunity to submit a proposal to you on the Fire Station No. 70 project.

E&L Construction Group, with founding roots as Erickson & Lindstrom Construction in 1953, has been a successful part of the commercial construction industry throughout the local, state, and national economy for many years. E&L has an excellent reputation for quality buildings, safe working conditions, and experienced staff. We have grown our footprint to construction projects in 18 states and regional offices in Tampa, FL, Grand Rapids, MI, and Ft. Wayne, IN.

Our qualifications include hundreds of projects over the years, all of which bear the quality workmanship of our skilled tradesmen and superior office staff. We currently employ an office staff with nearly 70 experienced construction professionals and associates, and a field staff of 180 highly skilled workers in supervision, construction trades, and safety monitoring working throughout the United States.

At E&L Construction, we hold safety on our job sites as our #1 priority. We strive to be the most safety conscious construction contractor in the industry, starting at the top with our President, who actively serves as our Safety Officer, right down to our newest tradesman on the job site.

Our Team has recently undergone construction of fire stations the same size and bigger to that of the City of Tarpon Springs Fire Station No. 70. We have the experience and knowledge to deliver to you a successful project.

Greg Krueger, President & CEO, is the Respondent and will execute the Agreement with the City. Our Team meets all the Minimum Qualifications Criteria set forth in the RFQ. E&L agrees to be bound by the submittal without modifications, unless mutually agreed to upon further negotiations between the City of Tarpon Springs and Greg Krueger.

I am excited to introduce our company, show our qualifications, and respond to your Request for Qualifications. Attached you will find additional information regarding our history, experience, team members, and accomplishments in the construction industry.

Please feel free to contact me with any questions you may have.

Thank you,

Jeffrey A. Kuhn

Jeff Kuhn
Vice President of Business Development
Cell 248-459-4050 | Email: jeff.kuhn@eandlgroup.com

COMPANY PROFILE

Management

Greg Krueger, President & CEO
Jeff Krueger, Chief Financial Officer
John Ray, VP of Operations
Mike Carlyon, Industrial VP
Jeff Kuhn, VP of Business Development
Steve Koop, VP of Pre-Construction
Tony Haag, VP of Florida Division

Office Locations

Tampa Office
7247 Bryan Dairy Road
Largo, FL 33777

Corporate Office
3040 Airpark Dr. South
Flint, MI 48507

Regional Offices:
Grand Rapids, MI
Fort Wayne, IN

The E&L Construction Group is a national firm with roots back to 1953 in Flint, Michigan. Our firm prides itself on relationships, believing that from Project Owner to subcontractor, we are a team working to accomplish a common goal.

Because of our team approach, we bring creativity to our projects, finding ways to solve coordination issues, manage or reduce costs, and maintain schedule. The team approach applies to the field as well as the office, every employee at E&L is involved in customer service. This approach leads to long lasting relationships with Architects, Engineers, and subcontractors, making for successful projects.

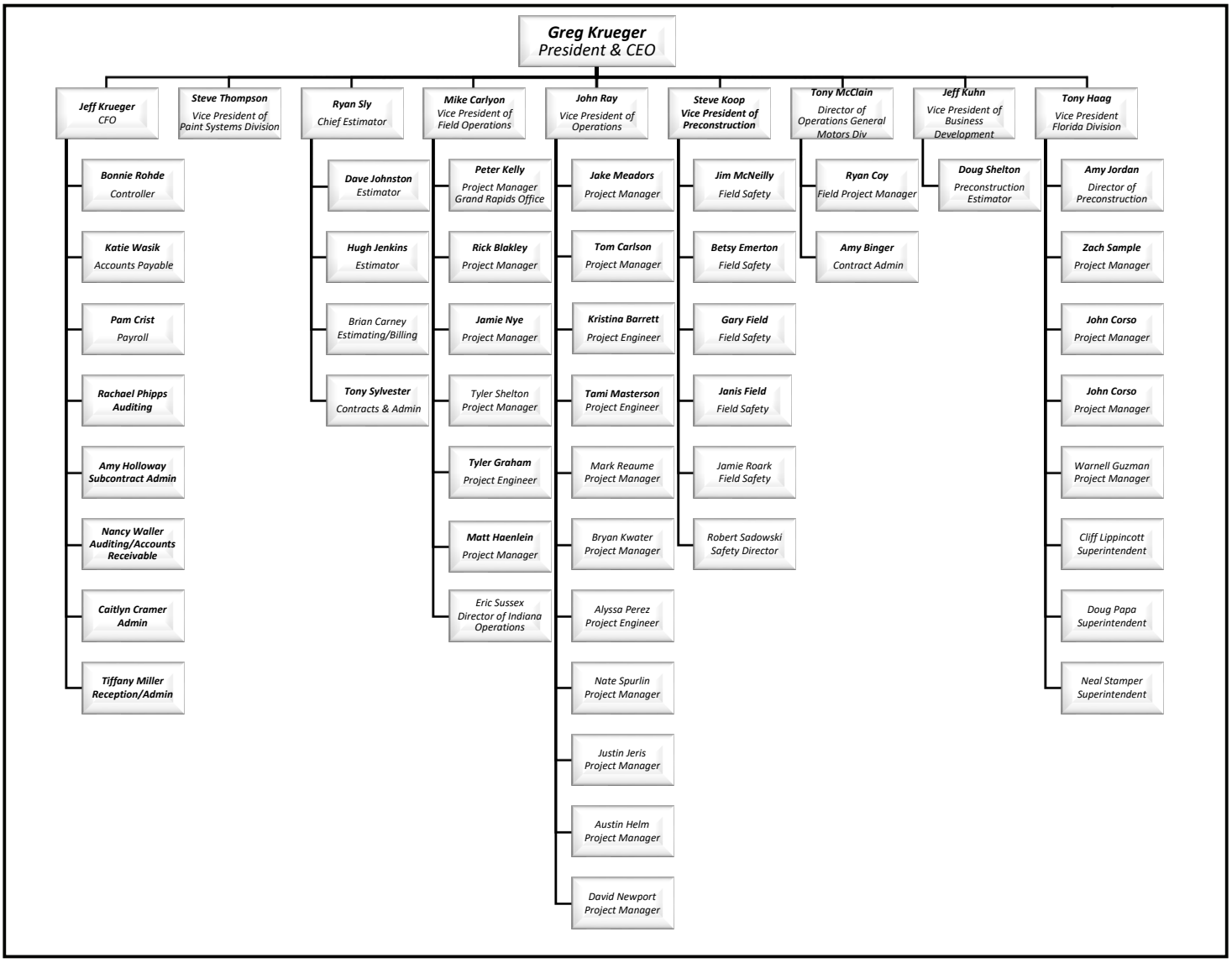
FINANCIAL STRENGTH

$15M Insurance Coverage
$100M Single Project Bonding
$200M Aggregate Bonding Capacity
ENR Top 100 Midwest Contractor
Top Dun & Bradstreet rating 1R2

SAFETY

E&L Dunns # 004 843 348
ISN Certified with an A Grade
EMR – 0.63, RIR – 0, DART – 0

Company Organizational Chart



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Ability of the Firm's Professional Personnel

Tony Haag

Vice President of
Florida Division

THE E&L CONSTRUCTION GROUP

Quality People…World Class Results

Education

- Henry Ford Community College
- Major in Architectural Construction,
  Minor in Business Management

Certifications

- OSHA 30
- CPR/AED Certified
- CQM Certified
- Procore Certified
- State of Michigan DEQ
- Storm Water Management Certified #14439

Contact Info

7247 Bryan Dairy Road,
Largo, FL 33777

(727) 289-7072 Office
(989) 965-6684 Mobile

tony.haag@eandlgroup.com

Member of the Central Pinellas Chamber of Commerce

Central Pinellas CHAMBER OF COMMERCE

Professional Experience

Tony brings thirty years of experience in the Construction Industry. Working in progressively challenging roles and assignments. Particularly interested in marketing, building client relationships, and acting as a project consultant for Owner/AE on public/private projects. Expert in project cost controls and claims management. Coordinates work activities, and manages field operations to produce top-quality work, increases the gross profit margin, and reduces overhead for the project. Creates and manages complex construction schedules, detailed budget analysis and customized cost reports by fully utilizing Primavera, Timberline, and Excel.

Experience

- Public Safety
- Education
- Retail
- Design/Build

Major Projects

- Fire Station #2, New Port Richey, FL – $5.3M
- Fire Station #9, New Port Richey, FL – $8.5M
- Fire Station #18, New Port Richey, FL - $8.5M
- Hillsborough County Sheriff's Office, Tampa, FL - $2.8M
- Hillsborough County Schools, Tampa, FL – $ 15M
- Tampa International Airport, Tampa, FL -- $10M

Work History

- Operations Manager
- Senior Project Manager
- Project Manager

Amy Jordan

Director of Preconstruction
Florida Division

THE E&L CONSTRUCTION GROUP

Quality People… World Class Results

Education

- BSEE, University of South Florida

Certifications

- Class “A” Certified General Contractor
- OSHA 30
- CPM Scheduling

Contact Info

7247 Bryan Dairy Road,
Largo, FL 33777

(727) 289-7022 Office
(727) 433-2250 Mobile

amy.jordan@eandlgroup.com

Member of the Central Pinellas Chamber of Commerce

Central Pinellas CHAMBER OF COMMERCE

Professional Experience

Amy Jordan has extensive experience in estimating and construction. She is a seasoned professional with the ability to manage large teams, communicate effectively, and problem solve. Amy is instrumental in creating and maintaining budgets. Her preconstruction expertise will be invaluable when working to get a project to a desired budget in a timely manner.

Experience

- Public Safety
- Commercial
- Multi-Family
- Mixed-Use
- Apartment Buildings
- Hotels
- Schools

Major Projects

- Fire Station #2, New Port Richey, FL - $5.3M
- Fire Station #9, New Port Richey, FL - $8.5M
- Fire Station #18, Pasco County, FL - $8.5M
- Fire & Rescue #6, St. Petersburg, FL - $6M
- Marriott, Clearwater Beach, FL - $25M
- Cambria Hotel, Madeira Beach, FL - $25M

Work History

- Preconstruction Director
- Senior Estimator
- Project Manager
- Project Superintendent

John Corso

Project Manager
Florida Division

THE E&L CONSTRUCTION GROUP

Quality People… World Class Results

Education

- Bachelor of Science in Architectural Technology / Construction Management, New York Institute of Technology, NY

Certifications

- Class “A” Certified General Contractor
- OSHA 30

Contact Info

7247 Bryan Dairy Road,
Largo, FL 33777

(727) 289-7022 Office
(813) 842-4326 Mobile

John.corso@eandlgroup.com

Member of the Central Pinellas Chamber of Commerce

Central Pinellas CHAMBER OF COMMERCE

Professional Experience

Holding positions from Architectural Draftsman, Production/Purchasing Manager to Project Manager, John has over thirty years of construction experience with projects ranging from Custom Residential to County/Federal Government Projects to Complex Commercial/ Industrial. In 1995, John moved from NYC to Tampa to tackle the ever-growing local Tampa Bay market. He also holds a State of Florida Builders Contractors license. Apart from working, John is an avid runner and has completed several marathons including Chicago, NYC, London and Washington DC.

Experience

- Public Safety
- Design/Build
- Commercial
- Industrial
- Federal Government/Military
- Office Buildings
- Education

Major Projects

- Fire Station #2, New Port Richey, FL -- $5.3M
- Fire Station #18, Pasco County, FL -- $8.5M
- Airport Logistics Park, Ocala, FL -- $14M
- AAA Auto Club Group, Tampa, Fl -- $10M
- Brodell Plumbing Supply, New Port Richey, FL -- $5M
- Design/Build Roof Replacement Aircraft Hangars MacDill AFB, Tampa, FL -- $2.8M
- Design/Build Roof Replacement, Special Operations Command AFB, Tampa, FL -- $2.4M
- Kiddie Academy, Tampa, FL -- $3M
- Sirion Therapuetics, Tampa, FL -- $3M

Work History

- Chief Estimator
- Project Manager
- Purchasing Manager
- Project Engineer

Herman Walker

Superintendent
Florida Division

THE E&L CONSTRUCTION GROUP

Quality People… World Class Results

Education

- Oklahoma State University, Stillwater, OK

Certifications

- OSHA 30
- First Aid / CPR Training

Contact Info

7247 Bryan Dairy Road,
Largo, FL 33777

(727) 289-7022 Office
(713) 805-3625 Mobile

Herman.walker@eandlgroup.

Member of the Central Pinellas Chamber of Commerce

Central Pinellas CHAMBER OF COMMERCE

Professional Experience

Herman is a seasoned Construction Superintendent boasting a 15-year career in construction supervision and monitoring. He is dedicated to ensuring projects are completed on-time, within budget and in compliance with local building codes and laws. This is done with his thorough knowledge of construction processes and project management strategies.

Experience

- Public Safety
- Design/Build
- Commercial
- Healthcare

Major Projects

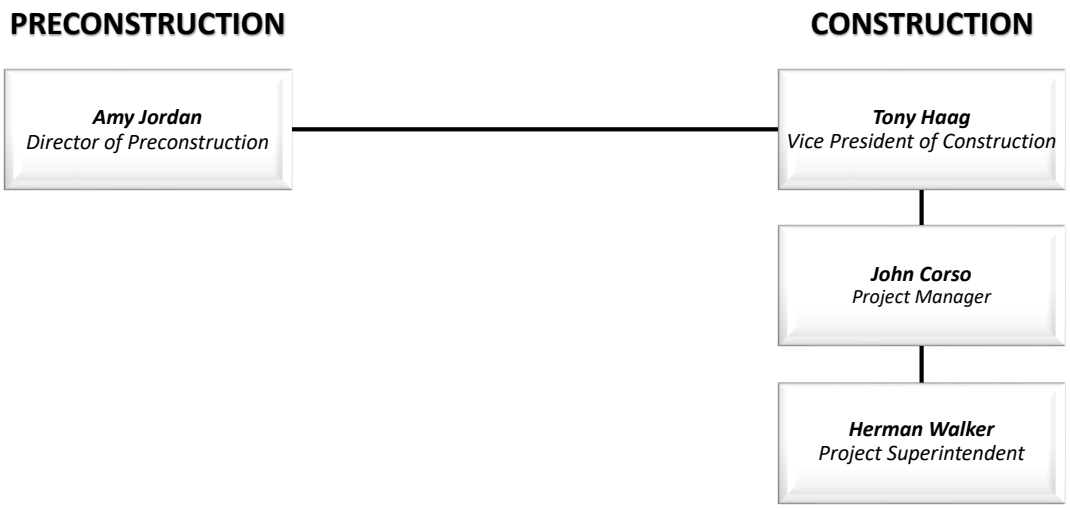
- Fire Station #2, New Port Richey, FL -- $5.3M
- Fire Station #18, New Port Richey, FL - $8.5M
- Tinker Air Force Base Hangar, Oklahoma City, OK -- $18M
- VA Medical Center, Oklahoma City, OK -- $5.2M
- VA Medical Center, Oklahoma City, OK -- $20M
- Design/Build MRI Imaging Suite, Midwest City, OK -- $3.5M
- Design/Build New Construction Eye Clinic, Midwest City, OK -- $3M
- Spinal Cord Injury Expansion, Midwest City, OK -- $2.7M

Work History

- Superintendent
- Project Estimator

THE E&L CONSTRUCTION GROUP

TARPON SPRINGS
FIRE STATION NO. 70
PROJECT ORG CHART



Firm's Experience with Projects of a Similar Size and Type

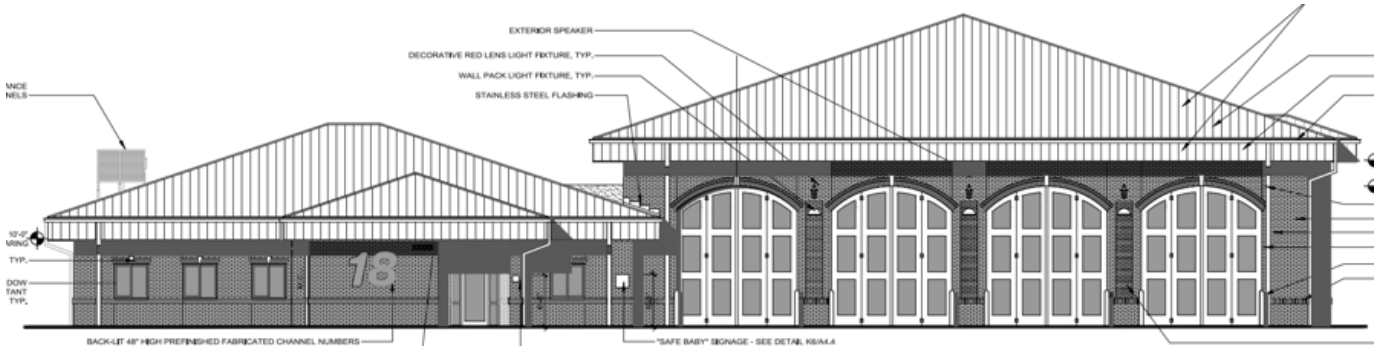
FIRE STATION #2
(UNDER CONSTRUCTION)
New Port Richey, FL

Services Provided:
Value Engineering

State of the art new fire station in the City of New Port Richey Florida. It consists of a Purvis Tear and Go system, Weather station – 230KW Generator, and integration into the traffic signalization. This fire station has a 4 truck apparatus bay, and 12 bunkrooms for firefighters.

Specs:

Size:	9,000 S.F.
Owner:	City of New Port Richey
Architect:	Spring Engineering
Project Value:	$5.3M
Reference:	Rich Bekesh - (727) 938-1516



FIRE STATION 18
(UNDER CONSTRUCTION)

Zepherhills, FL

Services Provided:
Value Engineering

Specs:

Size:	16,000 S.F.
Owner:	Pasco County
Contact:	Michelle Jurek
	(727)-464-4382
Architect:	Fleischman Garcia
Project Value:	$8.5M

State of the art new fire station in Pasco County Florida. It consists of a Purvis Tear and Go system, Weather station – 230KW Generator, and integration into the traffic signalization. This fire station has an 8 truck apparatus bay, and 15 bunkrooms for firefighters.

GRAND BLANC FIRE STATION NO. 2

Grand Blanc Township, MI

Services Provided:
General Contractor
Value Engineering
General Trades

Specs:

Size:	6,766 S.F.
Owner:	Grand Blanc Township Fire Department
Architect:	Spicer Group
Project Value:	$5M

The existing fire station was 5,471 SF. E&L added an addition of 1,295 SF, which included a living quarters consisting of four bedrooms, one locker room, and a weight room. Completing this addition allows for the building to be operated out of 24 hours a day instead of 18 hours a day as they previously were doing. We also completed minor upgrades to the apparatus bay and the existing bathrooms, break room, and offices. The bathrooms were completely re worked along with the kitchen area. In addition, we created a DECON room which allows for the fire fighters to decontaminate from the work site safely and efficiently. Also, we added a state of the art emergency notification system throughout the whole building that notifies fire fighters visually and audibly.

ANIMAL SERVICES CENTER
Largo, FL

Services Provided:
Value Engineering

Specs:

Size:	36,000 S.F.
Owner:	Pinellas County – Michelle Jurek (727) 464-4382
Architect:	Arc 3
Project Value:	$5.1M

The construction of this building consists of the remodel of all buildings in the facility including the Kennels and a new chilled water system throughout. The project will also consist of new standing seam metal roofs and upgraded lineal ductwork. The facility will also get extensive concrete remediation.

SUNRISE COMMUNITIES

CENTER FOR LIFE DEVELOPMENT,
COUNTRY WALK CDD, &
LAKE ST. CHARLES CDD RENOVATIONS
Gibsonton, Wesley Chapel,
& Riverview, FL

Services Provided:
General Contractor
General Trades

Specs:

Size:	14,000 S.F.
Owner:	Sunrise Comm
Architect:	ROJO Architects
Project Value:	$1.6M
Reference:	Corporate - (863) 644-6800

The Center for Life Development job required the complete interior renovations of buildings 2, 3 & 4 for a total of 9,866 S.F. Project consisted of all new flooring, ceilings, walls, paint, restrooms, electrical, and mechanical upgrades. This project totaled over $1 million.

Our scope for the Country Walk CDD involved the design management and building of an interior renovation of an existing gym and storage room into an expanded gym with a uni-sex bathroom.

The Lake St. Charles CDD scope involved the interior demolition and renovation of existing bathrooms, and upgrading the water service.

RIVERVIEW 14
Riverview, FL

Services Provided:
General Contractor
Value Engineering
General Trades

Specs:

Size:	20,100 S.F.
Owner:	Strathmore
Architect:	FWH Architects
Project Value:	$2.0 M

Reference: Terry Benton – (517) 256-5352

Our scope involved the build out of various tenants including Flex Suites, McAllisters Deli, Cricket Wireless, and Rosemary Café. As with all tenant build outs, meeting schedule is critical. We coordinated with the trades and the inspectors to ensure that the certificate of occupancy was achieved per the tenant's requirements. The scope included interior walls, ceiling installation, doors/frames/hardware, cabinetry and kitchen equipment installation, men's and women's restrooms, flooring, paint, and new storefront.

BAYSIDE HEALTH CLINIC
(UNDER CONSTRUCTION)
Clearwater, FL

Services Provided:
Value Engineering

Specs:

Size:	6,000 S.F.
Owner:	Pinellas County – Michelle Jurek (727) 464-4382
Architect:	Canerday, Belfsky, & Arroyo Architects
Project Value:	$5.1 M

This project consists of two additions to the existing building while occupied and remaining completely operational for clients throughout the job. The additions will include medical facilities including med gas and dental facilities. The final completion will include a renovation to the existing facility to allow for proper client flow and processing.

ALAFIA PHASE III MEDICAL BUILDING
Gibsonton, FL

Services Provided:
General Contractor
General Trades

Specs:

Size:	10,866 S.F.
Owner:	Alafia Crossings
Architect:	Fraze Design
Project Value:	$1.2M
Reference:	Terry Benton - (517) 256-5352

Our scope involved preconstruction services and building of one commercial medical shell building for future tenants for a private developer.

The exterior shell was developed using a unique selection of colors and materials, ranging from decorative stone, EIFS and aluminum storefronts. Awning systems were provided at entrances for shade and lighting protection.

Firm's Ability to meet Schedule and Budget Requirement

Amy Jordan, Director of Preconstruction will lead the Preconstruction services of the project. Amy has successfully led this effort on 3 new Fire Stations in the local area. She will bring her experience, knowledge, lessons learned, and subcontractor base to the project. She will provide accurate budgets at the design stages of the project, Conceptual, Design Development and Construction Drawings. Amy will bring her knowledge and experience to help identify cost savings and reduction solutions. Your project will benefit from her knowledge on best practices from other Fire Stations.

Tony Haag, Vice President of Construction will Assist Amy Jordan during the preconstruction services stage of the project. Tony will assist in constructability reviews, scopes of work, value engineering, lead times as it relates to project schedule and will be engaged throughout the project from buyout to award of subcontracts. Tony will ensure a smooth transition between Preconstruction and start of Construction. Tony has successfully completed 2 new Fire Stations recently.

John Corso, Project Manager, will come to the project having completed 2 new fire stations. He will become involved during the Preconstruction period assisting in Scope of Work review, Project Buyout and Award, Post Bid Reviews and project scheduling. With his early involvement during preconstruction John will have the right tools to hit the ground running during Construction. During Construction John will be responsible for Cost Control, Construction Scheduling, Technical Management, Subcontractor Management and Coordination and overall oversight of the project. John will conduct all meetings with the Owner, Architect and Subcontractors.

Herman Walker, Project Superintendent, will come to the project having recently successfully completed Fire Station No. 2 in New Port Richey, Florida. He will be responsible for Subcontractor Management and coordination, safety, quality control, project completion and turnover.

Our Team has the right knowledge and recent experience to make your project successful!

TARPON SPRINGS FIRE STATION NO.70

PRELIMINARY CONSTRUCTION SCHEDULE

ID	Task Name	Duration	Start	Finish
1				
2	**SITEWORK**			
3	EROSION CONTROL	5 days	Mon 12/2/24	Fri 12/6/24
4	PERIMETER FENCE INSTALLATION	2 days	Mon 12/9/24	Tue 12/10/24
5	SOIL TRACKING ENTRANCE	3 days	Wed 12/11/24	Fri 12/13/24
6	SITE DEMO	20 days	Mon 12/16/24	Fri 1/10/25
7	ROUGH GRADE SITE	20 days	Mon 1/13/25	Fri 2/7/25
8	**UNDERGROUND UTILITIES**	**115 days**	**Mon 3/17/25**	**Fri 8/22/25**
9	UG SANITARY / STORM	10 days	Mon 3/17/25	Fri 3/28/25
10	UG WATER	15 days	Mon 3/31/25	Fri 4/18/25
11	UG FORCE MAIN	15 days	Mon 4/21/25	Fri 5/9/25
12	FINAL GRADE SITE	15 days	Mon 5/12/25	Fri 5/30/25
13	CURBING / Sidewalks	10 days	Mon 6/2/25	Fri 6/13/25
14	SITE CONCRETE / DRIVEWAYS	15 days	Mon 6/16/25	Fri 7/4/25
15	ASPHALT PAVING - 1st lift	5 days	Mon 7/7/25	Fri 7/11/25
16	IRRIGATION/LANDSCAPING	20 days	Mon 7/14/25	Fri 8/8/25
17	ASPHALT PAVING - 2nd lift	5 days	Mon 8/11/25	Fri 8/15/25
18	STRIPING/SIGNAGE	5 days	Mon 8/18/25	Fri 8/22/25
19	**TRAFFIC SIGNALIZATION**			
20	INSTALL SIGNAGE/CONES	1 day	Mon 6/2/25	Mon 6/2/25
21	DRILLED SHAFTS CONSTRUCTION	10 days	Tue 6/3/25	Mon 6/16/25
22	MAST ERRECTION/INSTALL	10 days	Tue 6/17/25	Mon 6/30/25
23	LIGHTS & SIGNS INSTALL ON SHAFT	10 days	Tue 7/1/25	Mon 7/14/25
24	**FOUNDATIONS**			
25	BUILDING MASONRY FOOTINGS	10 days	Mon 2/10/25	Fri 2/21/25
26	BUILDING/EQUIPMENT PADS	10 days	Mon 2/24/25	Fri 3/7/25
27	**APPARATUS BAY**			
28	MOCKUP APPROVAL	1 day	Mon 6/30/25	Mon 6/30/25
29	CONCRETE SLAB PLACEMENT	5 days	Mon 7/28/25	Fri 8/1/25
30	CURE	28 days	Mon 8/4/25	Wed 9/10/25
31	POLISH	5 days	Thu 9/11/25	Wed 9/17/25
32	TEST	1 day	Thu 9/18/25	Thu 9/18/25
33	**BUILDING CONSTRUCTION**			
34	MASONRY CMU WALLS - STRUCTURE	25 days	Mon 2/24/25	Fri 3/28/25
35	MASONRY CMU WALLS - DUMPSTER ENCLOSURE	5 days	Mon 6/30/25	Fri 7/4/25
36	MASONRY CMU WALLS - MONUMENT	3 days	Mon 7/7/25	Wed 7/9/25
37	BRICK VENEER - BLDG	65 days	Mon 3/31/25	Fri 6/27/25

Jan '23 | Feb '23 | Mar '23 | Apr '23 | May '23 | Jun '23 | Jul '23 | Aug '23 | Sep '23 | Oct '23 | Nov '23 | Dec '23 | Jan '24 | Feb '24 | Mar '24 | Apr '24 | May '24 | Jun '24

Mon 8/26/24

Task | Milestone | Project Summary | Deadline
Split | Summary | Finish-only | Progress

ID	Task Name	Duration	Start	Finish
38	Apparatus Bay - Wall Stucco	20 days	Mon 6/30/25	Fri 7/25/25
39	EXTERIOR MASONRY - DUMPSTER & GENERATOR ENCLOSURE	12 days	Mon 6/30/25	Tue 7/15/25
40	EXTERIOR MASONRY - MONUMENT	7 days	Wed 7/16/25	Thu 7/24/25
41	MONUMENT FINISHES	7 days	Fri 7/25/25	Mon 8/4/25
42	DUMPSTER GATES	5 days	Fri 7/25/25	Thu 7/31/25
43	ROOF TRUSS INSTALL	28 days	Mon 3/31/25	Wed 5/7/25
44	ROOF Waterproof Underlayment / DRY-IN Living Quarters	20 days	Thu 5/8/25	Wed 6/4/25
45	INTERIOR ROUGH FRAMING	30 days	Thu 6/5/25	Wed 7/16/25
46	FRAMING INSPECTION	1 day	Thu 7/17/25	Thu 7/17/25
47	INSULATION	10 days	Fri 7/18/25	Thu 7/31/25
48	METAL ROOFING	20 days	Fri 7/18/25	Thu 8/14/25
49	DIESEL EXHAUST SYSTEM	10 days	Thu 9/18/25	Wed 10/1/25
50	ROUGH HVAC & ELECTRICAL	15 days	Thu 6/19/25	Wed 7/9/25
51	ROUGH FIRE PROTECTION	10 days	Thu 6/19/25	Wed 7/2/25
52	MEP FP INSPECTIONS	1 day	Thu 7/3/25	Thu 7/3/25
53	SET AND INSTALL GENERATOR	10 days	Wed 7/16/25	Tue 7/29/25
54	CONDITION INTERIOR HVAC Start Up	5 days	Wed 7/30/25	Tue 8/5/25
55	DRYWALL	15 days	Wed 8/6/25	Tue 8/26/25
56	INSTALL INTERIOR DOORS/FRAMES	5 days	Wed 8/27/25	Tue 9/2/25
57	PAINT PRIME/1ST COAT	10 days	Wed 8/27/25	Tue 9/9/25
58	APPARATUS BAY DOORS	5 days	Thu 9/18/25	Wed 9/24/25
59	ACCOUSTICAL CEILING GRID	5 days	Fri 8/29/25	Thu 9/4/25
60	LIGHTING	10 days	Fri 9/5/25	Thu 9/18/25
61	INTERIOR FINISHES	20 days	Fri 9/5/25	Thu 10/2/25
62	MILLWORK/CABINETS	8 days	Wed 9/10/25	Fri 9/19/25
63	FLOORING	10 days	Wed 9/10/25	Tue 9/23/25
64	FINAL ELECTRICAL & GEAR INSTALL	15 days	Wed 7/30/25	Tue 8/19/25
65	FINAL HVAC	10 days	Fri 9/5/25	Thu 9/18/25
66	FINAL FP	10 days	Fri 9/5/25	Thu 9/18/25
67	PURVUIS TEAR N GO SYSTEM	10 days	Fri 9/19/25	Thu 10/2/25
68	PAINTING FINAL COAT	10 days	Fri 9/19/25	Thu 10/2/25
69	FINAL CLEAN UP	5 days	Fri 10/3/25	Thu 10/9/25
70	BUILDING SIGNAGE	2 days	Fri 10/3/25	Mon 10/6/25
71	FINAL BUILDING INSPECTION / Substantial Completion	5 days	Tue 10/7/25	Mon 10/13/25
72	CERTIFICATE OF OCCUPANCY	1 day	Tue 10/14/25	Tue 10/14/25

Jan '23 | Feb '23 | Mar '23 | Apr '23 | May '23 | Jun '23 | Jul '23 | Aug '23 | Sep '23 | Oct '23 | Nov '23 | Dec '23 | Jan '24 | Feb '24 | Mar '24 | Apr '24 | May '24 | Jun '24

Mon 8/26/24

Task | Milestone | Project Summary | Deadline
Split | Summary | Finish-only | Progress

Firm's Recent, Current, and Projected Workload

Projects Under Construction:

1. Pasco County Fire Station #18 – Scheduled Completion October 2024
2. New Port Richey Fire Station #2 – Scheduled Completion October 2024
3. Pinellas County Animal Services Renovation – Scheduled Completion August 2024
4. Pinellas County Tax Collector Renovation – Scheduled Completion November 2024
5. Brandon Mitsubishi – Scheduled Completion November 2024
6. Evara Health Countryside – Scheduled Completion November 2024

All of our projects under construction have staff assigned to them. Our proposed project staff is completing the new Pasco County Fire Station #18 and New Port Richey Fire Station #2 in October 2024. These staff members will have successfully completed 2 New Fire Stations and will bring their knowledge and experience to your project. The timing for the completion of 2 new Fire Stations and the start of Fire Station No. 70 fits perfectly into the projects staffing plan.

New Projects:

1. Hillsborough County - Gunn Highway Fire Station #13 TBD Start Date
2. Hillsborough County - Armdale Fire Station #10 TBD Start Date
3. Hillsborough County - Palm River Fire Station #15 TBD Start Date
4. The Motor Enclave - Scheduled Start September 2024
5. U. S. Wholesale Pipe - Scheduled Start November 2024 Pinellas County

All projects under construction and new projects have manpower assigned to them. Our additional staff members will be working concurrently on 3 Fire Stations listed above. Tony Hagg and Amy Jordan will be working with our staff members on these projects. Our experience and knowledge on these projects will be shared with our staff members on Fire Station #70 and will be a benefit to your project. Collectively our Team will be bringing 5 recent Fire Station projects past experience to the benefit of your project.

All 4 members of our Team working on this project work within the Tampa Bay Regional Partnership Area. Our office address is 7247 Bryan Dairy Road, Largo, Florida 33777.

KEY MEMBERS OF THE PROJECT TEAM 1 Year Staffing Commitments	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr	25-May	25-Jun	25-Jul	25-Aug	25-Sep
Tony Haag - VP of Construction													
Projects Under Construction:													
1. Pasco County Fire Station #18 – Scheduled Completion October 2024	20%	20%											
2. New Port Richey Fire Station #2 – Scheduled Completion October 2024	20%	20%											
3. Pinellas County Animal Services Renovation – Scheduled Completion August 2024	20%	20%											
4. Pinellas County Tax Collector Renovation – Scheduled Completion November 2024	20%	20%	20%										
5. Brandon Mitsubishi – Scheduled Completion November 2024	20%	20%	20%										
6. Evara Health Countryside – Scheduled Completion November 2024	20%	20%	20%										
New Projects:													
7. High Point Park- Fire Station No. 70				20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
8. Hillsborough County - Gunn Highway Fire Station #13				20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
9. Hillsborough County - Armdale Fire Station #10				20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
10. Hillsborough County - Palm River Fire Station #15				20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
11. The Motor Enclave - Scheduled Start September 2024				20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
12. U. S. Wholesale Pipe - Scheduled Start November 2024 Pinellas County													
Amy Jordan - VP Preconstruction													
New Projects:													
1. High Point Park- Fire Station No. 70				20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
2. Hillsborough County - Gunn Highway Fire Station #13				20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
3. Hillsborough County - Armdale Fire Station #10				20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
4. Hillsborough County - Palm River Fire Station #15				20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
5. The Motor Enclave - Scheduled Start September 2024				20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
6. U. S. Wholesale Pipe - Scheduled Start November 2024 Pinellas County													
John Corso - Project Manager													
Projects Under Construction:													
1. Pasco County Fire Station #18 – Scheduled Completion October 2024	100%	100%											
2. New Port Richey Fire Station #2 – Scheduled Completion October 2024	100%	100%											
New Projects:													
3. High Point Park- Fire Station No. 70				100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Herman Walker - Project Superintendant													
Projects Under Construction:													
1. Pasco County Fire Station #18 – Scheduled Completion October 2024	100%	100%											
2. New Port Richey Fire Station #2 – Scheduled Completion October 2024	100%	100%											
New Projects:													
3. High Point Park- Fire Station No. 70				100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

Minority Business Status

Minority Business Status

Although E & L Construction Group is not a designated minority business, we have a strong outreach program including the solicitation of nearly 20,000 subcontractors from every venue that is applicable to the scope of work. We pride ourselves in finding and utilizing DBE, SBE, WBE and MBE firms and we keep a separate database ensuring compliance in minority and disadvantage businesses. Currently, E & L Construction Group has 3 projects with Pinellas County Government meeting or exceeding the small business requirement of 16%. The subcontractors currently contracted by E & L that meet the SBE/MBE/DBE/WBE requirements are as follows:

1) C & C Painting
2) Superior Mechanical
3) Reeves Plumbing
4) Falcon Electric
5) Van Linda Iron Works
6) Trinity Construction Management
7) Torres Total Flooring

Over the last 5 projects that were bid – a whopping 22% of the solicitations were sent to SBE/MBE/DBE/WBE firms. Namely, because the smaller subs have a lower overhead and help to win bids. It truly is a WIN WIN.

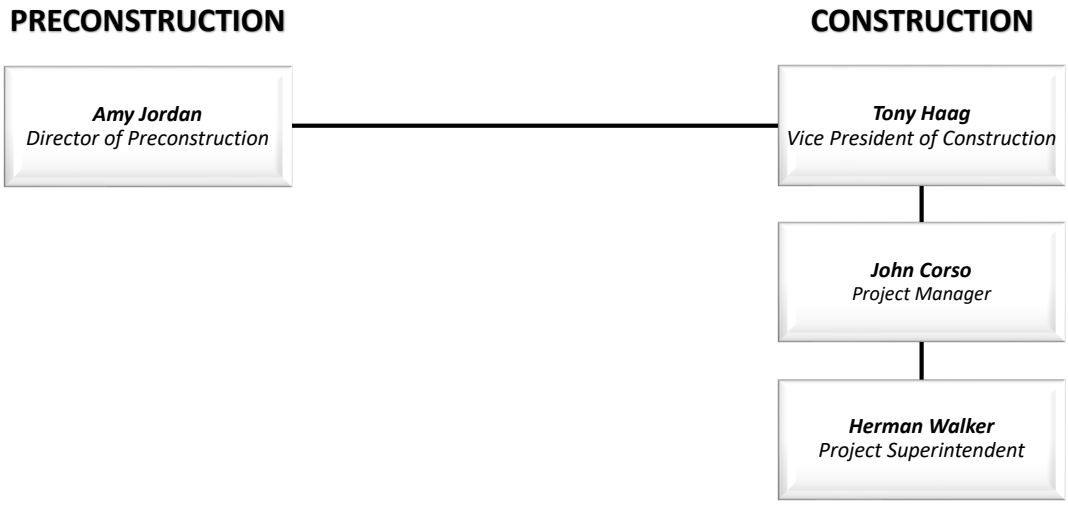
Example of companies we solicit regularly:

Paver Scape
J & F Quality Construction
State Alarm
Seminole Machine and Welding
ACCI Technology Solutions
Sciens
Charger Enterprises
Ervin Bishop Construction
Above All Ceilings
Coltin Electric
Lavandara Electric
Flave Williams III Dozer Service
Above Electric LLC
Straight up Fence
Allied Fence of Tampa Bay
Best Made Enterprises
City Glass
Ocean Flooring
Ganster & Co. Inc
A & S Painting
Pioneer Welding & Fabrication
Sign-age of Tampa Bay Inc
Signarama
Forristall Enterprises
E.C Building Solutions
Paramount Painting

Effect of Project Team Location

THE E&L CONSTRUCTION GROUP

TARPON SPRINGS
FIRE STATION NO. 70
PROJECT ORG CHART



All of our Team members are located within our Company Office located at:

E & L Construction Group
7247 Bryan Dairy Road
Largo, Florida 33777
City of Pinellas County
OFFICE: 727-289-7072

Contract Exhibits

RFQ No. 240145-S-JL

ACKNOWLEDGEMENT FORM

SUBMIT RESPONSES ELECTRONICALLY VIA BONFIRE

TO: PROCUREMENT SERVICES DEPARTMENT

MAILING ADDRESS: P.O. BOX 5004
TARPON SPRINGS, FL 34688-5004

TAX NUMBER: 85-8012621696C-2

NUMBER OF COPIES REQUIRED: One (1) electronic proposal. Proposers shall submit their responses electronically via Bonfire.

DEADLINE FOR WRITTEN QUESTIONS: August 20, 2024 @ 5:00 p.m. Questions regarding this RFQ should be directed to Janina Lewis, Procurement Services Director, at jlewis@ctsfl.us.

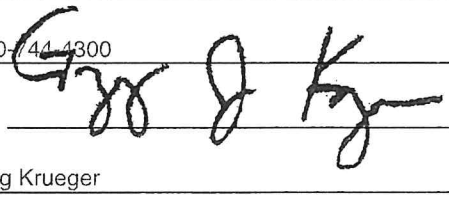
SUBMITTALS MAY NOT BE WITHDRAWN FOR 90 DAYS AFTER SUCH DATE & TIME.

OFFEROR NAME: Erickson & Lindstrom Construction Co.

OFFEROR MAILING ADDRESS: 3040 Airpark Drive South

CITY-STATE-ZIP: Flint, MI 48507

TELEPHONE NUMBER: 810-744-4300

AUTHORIZED SIGNATURE: 

SIGNATORY'S NAME: Greg Krueger

SIGNATORY'S TITLE: President & CEO

RFQ No. 240145-S-JL

ADDENDA FORM

ADDENDA: The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No. 1 Dated August 21, 2024

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO ACKNOWLEDGE RECEIPT OF ANY/ALL ADDENDA MAY CAUSE THE SUBMITTAL TO BE CONSIDERED NON-RESPONSIVE TO THE SOLICITATION. ACKNOWLEDGED RECEIPT OF EACH ADDENDUM MUST BE CLEARLY ESTABLISHED AND INCLUDED WITH THE OFFER.

Exceptions: Have you taken any exceptions to the specifications? YES OR NO. If YES, indicate them on a separate sheet marked EXCEPTIONS TO SPECIFICATIONS.

This submittal must be signed by a person authorized to act for the company in their own name. UNSIGNED SUBMITTAL will be cause for rejection.

Company Erickson & Lindstrom Construction Co.

Address 3040 Airpark Drive South

City Flint State MI Zip Code 48507

Telephone 810-744-4300

Fax 810-744-1735

Signature _____ Date 8/13/24

Signatory's Name & Title Greg Krueger, President & CEO

EXCEPTIONS TO SCOPE OF SERVICES

Section / Paragraph No.	Description

RFQ No. 240145-S-JL

VENDOR REFERENCES

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR SUBMITTAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: Erickson & Lindstrom Construction Co.

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: 27 years

BUSINESS ADDRESS: 3040 Airpark Drive South, Flint, MI 48507

HOW LONG IN PRESENT LOCATION: 7 years

TELEPHONE NUMBER: 810-744-4300

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES WHICH ARE SIMILAR IN SCOPE TO THIS PROJECT:

1. Pinellas County Company	2. Strathmore Real Estate Group Company
400 S. Ft. Harrison Ave, Clearwater, FL 33756 Address	10668 New East Bay Road, Gibsonton, FL 33534 Address
(727) 464-4382 / mjurek@pinellas.gov Telephone/Email	(517) 256-5352 / terryb@c-devco.com Telephone /Email
Michelle Jurek Contact	Terry Benton Contact
3. Spring Engineering Company	4. Pasco County Company
3014 US-19, Holiday, FL 34691 Address	4111 Land O Lakes, Blvd., Land O Lakes, FL 34639 Address
(727) 938-1516 / sei@springengineeringinc.com Telephone/Email	(727) 929-3950 / bharger@pascocountyfl.net Telephone/Email
Rich Bekesh Contact	Benjamin Harger Contact

The Content of this Form may not be modified by the Respondent.

QUALIFICATIONS FORM 1
AFFIDAVIT FROM CONSTRUCTOR MEMBER

STATE OF FLORIDA
THE CITY OF TARPON SPRINGS

BEFORE ME, the undersigned authority, personally came and appeared Greg Krueger, who after being by me duly sworn, deposed and said that he is fully authorized representative of
(hereinafter referred to as "Constructor Member") and said affiant stated:

1) The Constructor Member is the party ("Respondent") who has prepared the Statement of Qualifications for the design, construction of a new Fire Station 70, (collectively the "Project") for the City of Tarpon Springs ("City"), which Statement of Qualifications will be received by the City on August 13, 2024.

2) The Constructor Member has read the Statement of Qualifications sections which refer to the Constructor Member and: (i) certifies that such statements are true and correct; and (ii) consents to the use of such statements in the Statement of Qualifications.

3) The Constructor Member agrees that: (i) if the Respondent is deemed a Qualified Respondent, the Constructor Member will assist in preparing the Proposal; and (ii) if the Respondent is selected to construct the Project, the Constructor Member will be the general construction contractor for the construction of the Project.

4) The Constructor Member hereby certifies the truth and accuracy of the above statements under the pains and penalties of perjury.

(Signature of Constructor Member)

Greg Krueger, President & CEO
(Printed Name and Title)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 13th DAY OF August, 2024

(SEAL)

NOTARY PUBLIC IN AND FOR THE STATE OF Michigan
Bonnie L. Rohde

Public Entity Crimes Statement
SWORN STATEMENT PURSUANT TO
SECTION 287.133(3)(a), FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES

1. This sworn statement is submitted to
City of Tarpon Springs
(print name of the public entity)
By Greg Krueger, President & CEO
(print individual's name and title)
For Erickson & Lindstrom Construction Co.
(print name of entity submitting sworn statement) whose business
address is: 3040 Airpark Drive South, Flint, MI 48507
and (if applicable) its Federal Employer Identification Number (FEIN) is
38-335-7161
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, robbery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which

otherwise transacts or applies to transact business with a public entity. The term "person" includes those officer, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement in which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies).**

[X] Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Corporate Seal)

Authorized Representative-Sign in Ink

Greg Krueger, President & CEO

Authorized Signature (typed) Title

Company Name Erickson & Lindstrom Construction Co.

Mailing Address 3040 Airpark Drive South

City, State, Zip Flint, MI 48507

(Area Code) Telephone Number 810-744-4300

SUBSCRIBED AND SWORN BEFORE ME AT:

THIS 13th DAY OF August 2024.

NOTARY PUBLIC Bonnie L. Rohde

MY COMMISSION EXPIRES: 2/20/25

DRUG FREE WORKPLACE FORM

The undersigned, in accordance with the Florida Statute 287.087 hereby certifies that

Erickson & Lindstrom Construction Co. does:
(Proposer)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

2. Inform employees about the dangers of drug abuse in the workplace; the business' policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (A).

4. In the statement specified in subsection (A), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to 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 this statement, I certify that this firm fully complies with the above requirements.

Date: 8/13/24

Signature & Title Greg Krueger, President & CEO

RFQ No. 240145-S-JL

E-VERIFY CERTIFICATION

RFQ/Contract No: 240145-S-JL

Project Description: Construct New Fire Station 70

RESPONDENT/Firm acknowledges and agrees to the following:
RESPONDENT/Firm 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:
1. All persons employed by the RESPONDENT/Firm during the term of the Contract to perform employment duties within Florida; and
2. All persons, including Sub-Contractors, assigned by the RESPONDENT/Firm to perform work pursuant to the Contract with the Department.

Company/Firm: Erickson & Lindstrom Construction, Co.

Authorized Signature:

Print Name: Greg Krueger

Title: President & CEO

Date: 8/13/24

This document must be completed and returned with your Submittal.

RFQ No. 240145-S-JL

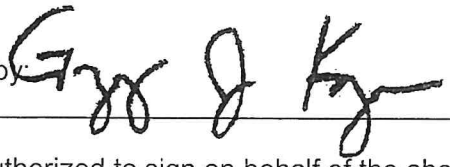
VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LIST

Respondent Vendor Name:

Proposer/Contractor FEIN: 38-335-7161
Proposer/Contractor's Authorized Representative Name and Title:
Greg Krueger, President & CEO
Address:
3040 Airpark Drive South
City: Flint State: MI Zip: 48507
Phone Number:
810-744-4300
Email Address: gregk@eandlgroup.com

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of $1,000,000.00 or more that are on either the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector lists which are created pursuant to s. 25.473 Florida Statute (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 Florida Statute (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to s. 287.135 Florida Statute (Current Edition), the submission of a false certification may subject company to civil penalties, attorney's costs, and/or other costs and does not have business operations in Cuba or Syria.

Certified by: 

Who is authorized to sign on behalf of the above-referenced company.
Print Name and Title:
Greg Krueger, President & CEO

Date: 8/13/24

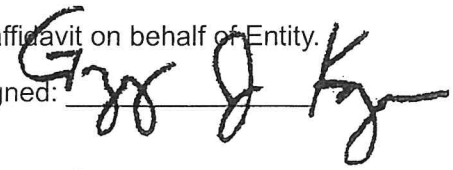
RFQ No. 240145-S-JL

Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: 8/13, 20 24 Signed: 

Entity: Erickson & Lindstrom Construction Co. Name: Greg Krueger

Title: President & CEO

SAGINAW BAY
UNDERWRITERS

1258 S. Washington Ave.
P.O. Box 1928
Saginaw, MI 48605-1928
T (989) 752-8600
F (989) 752-7754

August 24, 2023

E & L Construction Group, Inc.
Erickson & Lindstrom Construction Co.
3040 Airpark Drive South
Flint, MI 48507

RE: AFWCP100050150

Dear Bonnie:

The Interstate Experience Modification Rate (EMR) for the policy year requested is as follows:

09/08/2023 – 09/08/2024 .87

If you need any additional information, please let me know.

Sincerely,

Tracy Schultz

Tracy Schultz, CIC, CISR
Account Manager
tschultz@sbuins.com
Fax Number 989 759-5692

TRAVELERS

Christopher J. Ashley
Account Executive
Travelers Bond & Financial Products
1441 W. Long Lake Rd., Ste. 300
Troy, MI 48098
Phone: 248-312-7953
Fax: 866-216-5992
E-mail: cashley@travelers.com

February 1, 2024

Re: E & L Construction Group, Inc.

To Whom It May Concern:

We are pleased to share with you our experience as surety for E & L Construction Group, Inc. We consider E & L Construction Group, Inc. one of our outstanding and most valued clients in whom we have the highest confidence. Through the years this company has, in our opinion, remained properly financed, well equipped and capably managed.

Travelers Casualty and Surety Company of America provides E & L Construction Group, Inc. with a single project surety capacity of $75,000,000 and an aggregate surety program of $150,000,000.

Travelers Casualty and Surety Company of America carries an AM Best Rating of A++ and Financial Category size of XV. The Travelers Company is authorized to issue individual bonds in an amount up to $2,349,420,000 by the Federal Government.

Our willingness to provide surety credit on any project is subject to E & L Construction Group, Inc. acceptance of an award of the contract, E & L Construction Group, Inc., applying to the Travelers Casualty and Surety Company of America on or about the day work is scheduled to begin for bonding, and E & L Construction Group, Inc., and us, as surety, determining that the contract documents, contract specifications and bond forms are acceptable.

We are pleased to share with you our experience with this fine organization. If you require any additional information, please feel free to contact me.

Sincerely,

Christopher J. Ashley

Christopher J. Ashley

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KRUEGER, GREGORY JOSEPH

ERICKSON & LINDSTROM CONSTRUCTION CO.
3040 AIRPARK DRIVE S
FLINT MI 48507

LICENSE NUMBER: CGC1534297

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/17/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Client#: 40124 E&LCO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Saginaw Bay Underwriters 1258 S. Washington P.O. Box 1928 Saginaw, MI 48605	CONTACT NAME: Tracy Schultz PHONE (A/C, No, Ext): 989 752-8600 FAX (A/C, No): E-MAIL ADDRESS: tschultz@sbuins.com
INSURED E & L Construction Group, Inc. Erickson & Lindstrom Construction Co. 3040 Airpark Drive South Flint, MI 48507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Amerisure INSURER B : Cincinnati Insurance Co. INSURER C : Accident Fund Insurance Co. of America INSURER D : SiriusPoint Specialty Insurance Corp INSURER E : Chubb/Pacific Insurance Group INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPP20892580891	09/08/2023	09/08/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CA20892551005	09/08/2023	09/08/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CU20892590902	09/08/2023	09/08/2024	EACH OCCURRENCE	$14,000,000
&	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$14,000,000
B	DED RETENTION $0			EXS0589490	09/08/2023	09/08/2024		$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			AFWCP100097707	09/08/2023	09/08/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional & Pollution Liab			CPPLS00025550	09/29/2023	09/29/2024	$1,000,000 Ea Incident $1,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insurer E: Policy Number 06714360 - Policy Term: 09/08/2023 - 09/08/2024
Leased/Rented Equipment Coverage: $100,000 Limit - $1,000 Deductible
Installation Floater Coverage: $100,000 Limit - $2,500 Deductible

CERTIFICATE HOLDER

For Informational Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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JGC

RESOLUTION ~~2023-25~~2024-xx

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, REVISING THE RULES OF PROCEDURE FOR THE BOARD OF COMMISSIONERS; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONSTRUCTION; PROVIDING FOR SCRIVENER'S ERROR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Commissioners of the City of Tarpon Springs, Florida, in accordance with Section 8 of the Charter of the City of Tarpon Springs shall determine its own rules of procedure in order to conduct business; and

WHEREAS, the Board of Commissioners desires to conduct City business effectively and efficiently in accordance with the law; and

WHEREAS, the Board of Commissioners deems that it is desirable to revise its certain rules of procedure adopted under Resolution 2023-25~~18~~ pertaining to the conduct of its business and to repeal any previously existing resolutions establishing or addressing rules of procedure.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

Section 1. The above recitals ("Whereas" clauses) are true and correct and adopted hereby as findings, purpose and intent of the Board of Commissioners.

Section ~~2~~1. That the following rules of procedure are hereby established and declared to be in effect immediately upon passage of this Resolution, said Resolution of procedure to remain in effect until rescinded, altered or modified by subsequent Resolution of the Board of Commissioners.

Section ~~2~~3. That all other resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section ~~3~~4. That if any provision or part of this resolution is declared invalid or unenforceable as a matter of law, the offending portion shall be stricken, and all other provisions shall remain valid and enforceable.

Section 5. This Resolution is to be liberally construed to accomplish its objectives.

Section 6. The City Attorney may correct scrivener's errors found in this Resolution by filing a corrected copy of this Resolution with the City Clerk.

Section 7. This Resolution shall take effect immediately upon adoption.

RULES OF PROCEDURE
OF THE BOARD OF COMMISSIONERS OF
THE CITY OF TARPON SPRINGS

ARTICLE I. GENERALLY.

1. First Order of Business

(a) Within ten (10) days of a newly elected official taking office, he or she shall:

i Schedule a time to watch the four (4) hour online Florida League of Cities Sunshine Law and Public Records course at City Hall and shall receive their certificate as evidence of such training.

ii Read and sign these Rules of Procedure adopted by the Board of Commissioners;

iii Read and sign the City's adopted policies and procedures relating to text messages, social media, City email, and public records.

(b) It shall be the responsibility of each individual elected official to ask the appropriate City personnel, through the City Manager, any questions or otherwise inquire regarding such materials to ensure that he or she understands their respective duties and responsibilities to the City and to the public as it relates to these matters.

2. Appointment of Vice Mayor; Presiding Member in Case of Absences.

At the first meeting of the Board of Commissioners in April of each year, the City Commission, by resolution, shall appoint a Vice Mayor. If both the Mayor and Vice Mayor are absent for any meeting, the most senior member of the City Commission shall preside at such meeting.

The Commission shall select a Vice-Mayor at the first meeting in April. The following nomination and selection process shall be used for the annual selection of the Vice Mayor:

(a) The nomination process shall be explained to the Commission and to the public by the Mayor or Parliamentarian.

(b) The Chair opens the floor for nomination.

(c) Each member of the Commission, upon recognition by the Chair, shall have a right to- place a nomination for the honorary office of Vice Mayor the name of any other Commissioner or themselves before nominations are closed.

(d) When all nominations have been made, the Chair will ~~so~~ announce and declare nominations closed.

(e) If only one Commissioner is nominated, that person will be declared by the Chair to be elected and shall serve until a successor is elected.

(f) If more than one nomination has been made, selection of Vice Mayor will be accomplished by motion.

(g) If no nominations are made or if no nominee is elected by a majority vote, the most senior Commissioner shall be appointed as Vice Mayor.

3. Filling of Vacancies to City Commission.

In the event of a vacancy on the City Commission which may be filled by appointment by the Board of Commissioners, pursuant to the City Charter, nominations to fill said vacancy shall be solicited at a regular ~~session~~meeting.

The following nomination and selection process shall be used for the selection of a Commissioner:

(a) The nomination process shall be explained to the Commission and to the public by the Mayor or Parliamentarian.

(b) The Chair opens the floor for nomination.

(c) Each member of the Commission, upon recognition by the Chair, shall have a right to place a nomination for Commissioner before nominations are closed.

(d) When all nominations have been made, the Chair will so announce and declare nominations closed.

(e) If only one Commissioner is nominated, that person will be declared by the Chair to be appointed and shall serve until a successor is elected.

(f) If more than one nomination has been made, selection of the Commissioner will be accomplished by motion.

4. Requests for Information.

All requests for information from city staff or ~~of~~ the City Manager shall be coordinated through the office of the City Manager. In no event shall any member of the City Commission issue direct orders to any member of the city staff under the City Manager, City Clerk, City Attorney, or Internal Auditor. The City Manager, City Clerk, City Attorney, and Internal Auditor shall respond to all reasonable requests for information and opinions made by any individual Commissioner as well as a majority of the Board of Commissioners. However, individual requests by City Commissioners not in the routine course of city affairs, or which require an unusual amount of time to answer, must first be approved by a majority vote of the Board of Commissioners. Information requested by any individual Commissioner of any charter officer shall be submitted to that Commissioner only, but such officer may, in his or her discretion, provide copies thereof to the remainder of the Board of Commissioners at a regular meeting.

5. Individual Opinions.

(a) Individual members of the City Commission must not represent their own views or recommendations as those of the City Commission unless the majority of the Board of Commissioners has officially voted to approve such action. City Commissioners making recommendations or expressing their views not then approved by a majority of the Board of Commissioners shall indicate that such is expressed as a private citizen. Public statements or opinions should contain no promises to the public that may be construed to be binding on the city.

(b) Individual members of the City Commission shall refrain from expressing their position on a matter to be considered at an upcoming Commission meeting. Commission members are encouraged to consider the input/comments of the other Commission members and the public before expressing their position on matters to be considered at Commission meetings.

(c) If any Mayor or Commissioner wishes to provide additional information or explanation, it is to be given to the City Manager to be added in the agenda backup, in order to be available to the public.

6. Mail.

All mail to the Mayor and the Commissioners arriving at City Hall received pursuant to law or in connection with the transaction of official business by the City of Tarpon

Springs shall be copied immediately and provided to the other Commissioners and made available to the press, with the following exceptions:

(a) Mail from governmental agencies, addressed to the Mayor, clearly intended for the chief administrative officer of the city which requires administrative action or staff action, will be delivered to the City Manager with informational copy to the Mayor.

(b) Publications and lengthy agenda materials for other boards upon which the Mayor or Commissioners serve will not be copied. Only the agendas will be circulated. However, upon request of the Mayor or any Commissioner, the supporting documentation for any particular item on such agenda shall be provided to the Mayor or requesting Commissioner.

(c) Mail with the words similar to "Personal," "Confidential" or "For the Addressee Only" will be delivered unopened to the addressee. All other mail will be opened by the Board of Commissioners Office secretary.

(d) The Mayor receiving individually addressed mail will be responsible for replying, asking the Board of Commissioners Office secretary, City Clerk, City Manager or City Attorney to reply, or placing the matter on the agenda for formal Commission consideration.

(e) The City Manager will be responsible for seeing that mail addressed to the Mayor or other City Commissioners is properly answered or placed on the agenda.

(f) The City Manager will answer individual complaint letters.

(g) The City Manager will discuss malicious mail with the Mayor and respond accordingly.

7. Use of Office; Expenditure of Funds.

(a) The use of the office of the City Commission shall be allocated in such a way that all Commissioners have equal and free access to the use thereof, including the files and documents located therein. The Mayor shall have priority for the use of the Commission office. All long-distance telephone calls, postage, and use of the city supplies shall be logged appropriately. All documents which are provided by law to be public records shall be made available to any person for inspection and copying, subject to the provisions of F.S. Ch. 119, and other applicable provisions of law. Each Commissioner shall be entitled to reasonable assistance from the secretary for the City Commission. Each Commissioner shall also be entitled to business cards paid for at the expense of the city.

(b) The expenditure of other funds budgeted for use by the City Commission, such as for flowers, donations, and the like, shall be authorized by the Mayor and City Manager.

8. Files and Public Records.

(a) Files and records kept by individual members of the Board of~~City~~ Commission shall be delivered to the City Clerk upon the termination of such individual's term of office, if such files and records have been kept in City Hall or other buildings publicly owned or used. All such files and records kept outside of city owned or used property may be kept by the Mayor or such individual Commissioner at the termination of his or her term of office, so long as it is understood that the city owns such records. Files and records may be subject to Chapter 119, Florida Statutes.

(b) The Mayor and City Commissioners shall utilize their official City email address to conduct all business inherent with their position. Each individual shall be responsible for transferring and preserving all communications relevant to their respective positions to a City searchable database. This shall include but not be limited to, all voicemail, text messages, instant messages, Facebook, Twitter, and Instagram posts, comments, and messages that are used to communicate, transmit, or formalize knowledge regarding City business. The Mayor and each Commissioner shall be responsible for ensuring that such messages are appropriately archived with the City upon leaving office.

(c) By the fifteenth (15) of each month, the Mayor and each Commissioner shall ensure that their respective files and archives are up to date. No public records shall be destroyed unless done so in accordance with the State of Florida's Record Retention Schedule, and accordingly approved, reported and documented by the City Clerk.

9. Social Media Policy

(a) For the purposes of this policy, the following definitions shall apply:

1) Social Media: this term shall include all formsways of communication with others via the internet or through applications on mobile devices, including but not limited to, the use of Facebook, YouTube, Twitter, Nextdoor, or Instagram; communications on blogs, bulletin boards, neighborhood chats, wikis, chatrooms, and online journals; file sharing; and items posted in the comment sections to stories published on-line by traditional media outlets.

2) Prohibited Applications: this term shall encompass all applications defined pursuant to Fla. Stat. § 112.22(1)(f), including all internet applications deemed by the State of Florida Department of Management Services to present a security risk in the form of unauthorized access to or temporary unavailability of the City's records, digital assets, systems, networks, servers, or information, and any internet application created, maintained, or owned by a foreign principle that participates in activities such as collecting keystrokes or sensitive personal, financial, proprietary or business data; ransomware deployment, cyber-espionage against a public employer; conducting surveillance and tracking users; or using algorithmic modification to conduct disinformation or misinformation campaigns.

(b) No elected official may download, maintain, or install any prohibited application on a City-owned device; nor may an elected official remotely access any City-owned and maintained database on any device that has a prohibited application. The City shall refer to the Department of Management Services' official list, published quarterly, to identify the prohibited applications. The City shall update its devices within fifteen (15) days of the Department's quarterly publication.

(c) Social media posts by elected officials regarding City business are considered public records in accordance with the law and must be preserved as such. Elected officials are prohibited from posting about City business on any prohibited application. Elected official are solely responsible for archiving social media posts as public records in accordance with the requirements of this Resolution. Elected officials must be clear that they are posting as individuals, and may not represent their posts as the official views of the City unless specifically directed by an act of the Commission or allowed pursuant to law or policy. Elected officials are expected to be courteous when interacting on social media with the public, other officials, and government representatives. Elected officials shall not Pposting materials that could be construed as malicious, obscene, or threatening, or that

might constitute harassment or bullying. Elected officials may not use their City e-mail address to register for social networks or blogs. Officials may not evade these guidelines by posting anonymously, requesting others to post on their behalf, or posting under an assumed or false screen name.

10. Appointments to Ad Hoc Committees.

(a) The Board of Commissioners may establish by resolution such ad hoc committees as it deems appropriate. Each Ad Hoc Committee shall consist of at least *five* members. The name, purpose, number of members and duration of an ad hoc committee shall be as established by the Board of Commissioners.

(b) Each Commissioner may appoint one member to Ad Hoc Committees. Any members not initially appointed, replacements, alternates, or ex-officio members shall be nominated and selected as follows: Each member of the City Commission may submit one nomination for each vacant seat of an Ad Hoc Committee. Each Commissioner shall be entitled to one vote for each vacant seat. In the event that no nominees obtain a majority vote, a runoff of the nominees for each vacant seat beginning with groups of those receiving the most votes will take place immediately.

11. Annual Review of Rules of Procedure.

The Board of Commissioners shall review these Rules of Procedure for any desired updates in June of each year.

ARTICLE II. AGENDA

1. Agenda Preparation.

The City Manager, City Clerk, City Attorney or the Mayor or any Commissioner may place an item on the regular agenda for action. Matters placed on the agenda by the Mayor or any Commissioner must be related to the adoption or implementation of matters of policy. The deadline for necessary information shall be 12:00 p.m. on the Wednesday preceding the Tuesday meeting. Agendas shall be distributed no later than 5:00 p.m. on the Thursday preceding the Tuesday meeting. The City Manager will advise the Board of Commissioners by telephone of any agenda materials added after the agenda package is made public.~~.~~

2. Order of Items; Consent Agenda.

(a) The order of the agenda shall be as follows:

1. Call to order by Mayor.
2. Roll call by City Clerk.
3. Reflection and Pledge of Allegiance.
4. Public comment.
5. Proclamations.
6. Consent Agenda and approval of minutes of last meeting.
7. Special Consent Agenda.
8. Public hearings~~. (must start at 7:30 p.m.). The Commission may complete the agenda item it is addressing before starting the public hearings at 7:30 p.m.~~
9. Resolutions.
10. Presentations; and
11. Commissioners and staff comment. The Mayor may defer order regarding public comments.

(b) At the meeting, the Mayor may deviate from the agenda upon request of any affected citizen, or a public official for exigent circumstances.

(c) The City Manager is directed to prepare a consent agenda listing therein those items deemed by the City Manager to be noncontroversial (Minutes, Satisfactions, Attorney Invoices, and other items). Prior to the approval of the items on the consent agenda, any item therein may be withdrawn by a City Commissioner, the City Manager, the City Attorney, or City Clerk. Such withdrawal shall be nondebatable. After such items have been withdrawn from the consent agenda, the Board of Commissioners may consider a motion to adopt the items listed in the consent agenda in a single motion.

3. Quasi-judicial Hearings.

The following procedure and order of appearance will be followed to conduct quasi-judicial hearings and may be modified at the direction of the Commission in any specific proceeding.

1. Introduction of item; explanation of quasi-judicial procedures; inquiry as to ex-parte communications ~~contacts~~ and conflicts of interest; swearing of witnesses.
2. If appropriate, the Ordinance/item will be read by the City Attorney, by title only.
3. Motion/Second to place the item on the table. The Mayor has flexibility to call for a motion after the public hearing.
4. Staff presentation.
5. Commission questions of staff.
6. Cross examination of staff by applicant and affected parties.
7. Applicant's presentation.
8. Commission questions of applicant.
9. Cross examination by staff or affected parties.
10. Affected parties' presentation.
11. Commission questions of affected parties.
12. Cross examination by staff or applicant.
13. Open public hearing for comments by proponents and then opponents.
14. Applicant's rebuttal.
15. Staff response and summary.
16. Close the public hearing.
17. Commission discussion.
18. Roll call vote.

4. Staff Duties.

The City Manager shall prepare the order of items on the agenda. The City Manager shall take all necessary steps to avoid unnecessary duplication of supporting documentation for items on the agenda. Each item placed on the agenda shall have sufficient supporting documentation to enable the City Commissioners to prepare for discussion on that item.

5. Modifications.

No item placed on the agenda may be removed without the consent of the person placing such item on the agenda. The Mayor may declare that such item is deleted or deferred, and no vote shall be required in that event. An Addendum to the agenda may be prepared with the approval of the Mayor or City Manager prior to any session of the City Commission. At the time during the meeting when an item is called, and the affected person is not yet present, the Mayor may delay hearing on the matter until a reasonable time has elapsed, in order to afford such person an

opportunity to be present during such hearing.

6. Distribution of Agenda Packets.

The agenda packet is made available to the members of the City Commission at a predesignated location or electronically, as soon as possible. The City Manager shall be responsible for notifying affected individuals of a particular item on the agenda. Such notice need not be in writing but may be by telephone if conditions warrant.

ARTICLE III. MEETINGS

1. Time of Meetings; Duration.

(a) The Board of Commissioners shall meet in regular session on the first and third Tuesdays of each month at 6:30 p.m., in the City Commission Chambers in City Hall. The Mayor or simple majority of the Board of Commissioners or the City Manager may call a special session, work session or open public hearing. The time for such meeting shall be set forth in the notice thereof. A minimum of 24 hours' notice shall be required before any special session, work session or open public hearing of the City Commission. Work sessions are primarily designed for information gathering and guidance, and no formal commission decision approving or disapproving an item may be made. Should the Board of Commissioners wish to provide guidance or direction on a work session agenda item to the City Manager, City Clerk or City Attorney it will be done by a vote of the majority of the Board of Commissioners. Only staff members shall be included in the work session discussion, unless prior arrangements are made through the City Manager, City Clerk or City Attorney. The exception to the *staff members only* requirements to allow city consultants, city engineers and similar type experts to make presentations and answer questions from the Board of Commissioners. The Board of Commissioners shall hear input on work session agenda items once they are placed on a regular or special meeting Board of Commissioners agenda. An open public hearing may be called on an item or items upon which the commission seeks public input or comment. Such hearings are intended mostly for the Commission to receive public input. Staff members and consultants hired by the city may be included in the open public hearings for purposes of making a presentation upon which the public may comment or provide input. Staff and consultants hired by the city may be called upon to answer questions of the public at an open public hearing.

(b) Meetings shall begin promptly at 6:30 p.m., unless otherwise noticed. Meetings shall end no later than 11:00 p.m., unless a simple majority votes to continue past such time.

(c) In the event a public hearing cannot be concluded at the meeting scheduled, the Mayor shall, at such meeting, continue said public hearing to a date and time certain if possible. If no time and date certain is possible at such public hearing, notices of such public hearing as required by law shall again be given. In the event that an applicant has elected to defer an item prior to a meeting, the Mayor shall first announce at the beginning of the meeting that such item is deferred and the reason for such deferment. The Mayor shall also state the date at which such item shall be considered.

(d) The Board of Commissioners may alter the schedule of regular session meetings due to holidays or other reason by a simple majority vote at a public meeting with a minimum of 24 hours' notice.

2. Notice of Special Meetings.

The City Manager shall cause the local press and social media to be notified in the event of a special meeting with reasonable notice to the press under the circumstances. All publication requirements as provided in Florida Statutes shall be strictly adhered to.

3. Seating Arrangement on the Dais.

The Mayor shall sit in the center of the dais with the City Manager being seated to the Mayor's left. The City Attorney shall be seated at the Mayor's right. The Vice Mayor shall sit at the left of the City Manager, and the most senior member of the remaining three Commissioners shall sit at the immediate right of the City Attorney. The next senior member of the City Commission shall sit at the far left of the Commission table. The newest Commissioner shall sit at the far right of the Commission table along with the Chief of Police.

4. Reflection.

The Mayor may invite any clergyman present or any member of the Board of Commissioners or City Attorney to give the reflection at a Regular Session.

5. Minutes.

The City Clerk shall prepare the minutes of the preceding meeting including work sessions, for approval at the following regular session, whenever possible. The minutes shall not be read in full, but shall only be approved in their entirety, subject to corrections made by the City Commission. Any Commissioner may desire a verbatim transcript of a portion of any meeting. In the preparation of the minutes of any meeting, the City Clerk may, in the Clerk's discretion, state the general topic of discussion, rather than a summary of the comments of each speaker and each Commissioner. The minutes shall fully and thoroughly set forth the precise action taken by the City Commission. Prior to the approval of the minutes, the City Clerk is authorized to correct such defects in grammar or clarify the intent of any particular motion if such was reasonably contemplated.

6. Points of Order.

The Mayor shall determine all points of order, subject to the right of any

Commissioner to appeal to the City Commission. If any appeal is taken, the question shall be "shall the decision of the Mayor be sustained?" The City Attorney shall be the parliamentarian of the City Commission, whose recommendation shall be considered on all such appeals. All meetings shall be subject to Robert's Rules of Order.

7. Waiver of Rules.

The vote of a simple majority of the City Commission may waive any provision of these rules at any meeting. Whether or not the Board of Commissioners formally waives the Rules of Procedure, failure to strictly adhere to the Rules of Procedure shall not be grounds to invalidate any action of the Commission.

8. Public Comments; Preservation of Order and Decorum.

(a) Members of the public may participate in regular and special meetings of the Board of Commissioners by Zoom and telephone subject to the restrictions set forth below.

(b) The City Manager shall note on the agenda, and the Mayor shall inform members of the public that no speaker shall have the right to address the Board of Commissioners for more than four minutes on any particular item. During agenda items other than Public Comment, members of the public present at the meeting may donate their time to extend the speaker's time but such donation shall forfeit the donator's right to speak. The speaker shall identify the person who donated his/her time. The donation shall extend the speaker's time an additional two (2) minutes. In no event shall the speaker's time be extended beyond six (6) minutes of total speaking time. Those speakers attending by Zoom or phone shall have the right to address the Board of Commissioners for no more than two (2) minutes at Public Comment and no more than two (2) minutes for each agenda item. No donated time will be permitted for speakers attending by Zoom or by phone. Any deviation from this rule must be approved by the consensus of a majority of the Board.

(c) Each person addressing the City Commission shall approach the podium, shall give his or her name and address in an audible tone of voice. All remarks shall be addressed to the City Commission as a body, and not to any member thereof. All speakers, including City Commission shall be recognized by the Mayor. No person, other than members of the City Commission and the person having the floor shall be permitted to enter into any discussion, either directly or through members of the City Commission. No questions shall be asked to individual Commission members, except through the Mayor. Any person making personal, impertinent, or slanderous remarks, or who shall become boisterous while addressing the City Commission may be requested to leave the meeting and may forthwith be

barred from further attendance at that meeting.

(d) Members of the public may email the Board of Commissioners their public comments through the City website at https://www.ctsfl.us/comment/. These public comments shall be limited to 1500 characters (approximately 2 minutes). The e-mailed public comments shall be read out loud during the appropriate /related agenda item. Alternatively, if you do not wish your email to be read at a public meeting, contact the Board of Commissioners at boc@ctsfl.us.

(e) The Mayor shall preserve order and decorum and shall prevent attacks on personalities or the impugning of motives of Commission members or others, and shall prevent digression from the question under discussion. The Mayor shall ensure that no boisterous conduct, such as cheering, clapping, or the like, shall be permitted during debate. The Chief of Police or his or her designeeate shall be the sergeant-at-arms of the City Commission.

9. Board and Staff Comments.

At the conclusion of the agenda, individual Commissioners, the City Manager, City Clerk, and City Attorney may announce to members present or make comments for the record about items not set forth on the agenda. However, no person shall be permitted to raise controversial issues involving substantial contemplation unless such items shall first be placed on the agenda for consideration. In the case of notice required to any particular individual, no person shall be permitted to discuss such item, without the opportunity for the affected person to be notified in advance.

Article IV. ORDINANCES AND RESOLUTIONS

1. Definitions; General Requirements for Adoption.

Each ordinance or resolution shall be introduced in writing and shall embrace but one subject and matters properly connected therewith. The subject shall be clearly stated in the title. A proposed ordinance or resolution shall be read by the City Attorney by title only unless the Mayor or any Commissioner desires that such ordinance or resolution be read in full. Resolutions may be adopted on first reading. The City Clerk shall also place in such notice that a verbatim transcript of such hearing may be required by any person appealing a decision made by the Board of Commissioners. After the adoption of any emergency ordinance, the City Clerk shall publish the title of such ordinance in a duly qualified newspaper, advising the public that such ordinance has been adopted as an emergency ordinance.

2. General Procedure for Adoption of Ordinances.

(a) The procedure for approval of ordinances on first reading (except emergency ordinances and quasi-judicial matters) shall be as follows:

1. Mayor directs City Attorney to read the ordinance by title only on first reading (unless a Commissioner desires that the ordinance be read in full);
2. At the first public reading of an ordinance, the City Attorney will state the date of the second reading.
3. Comments from the City Manager and staff.
4. Comments from the public.
5. Motion to approve.
6. Second on the motion.
7. Discussion and question by City Commission; and
8. Roll call vote.

(b) The procedure at public hearing (second reading) shall be as follows:

1. Mayor directs City Attorney to state the date of publication of the pertinent notices of public hearing, and a reading of the ordinance by title only on the second reading (unless any Commissioner desires that the ordinance be read in full);
2. Comments from the City Manager and staff;~~.~~
3. Comments from the citizens most directly affected;~~.~~
4. Comments from other members of the public;
5. Questions from the City Commission;
6. Close of public hearing;~~.~~
7. Motion to approve;~~.~~
8. Second on the motion;~~.~~
9. City Commission discussion and debate;~~.~~
10. Mayor states debate closed; and
11. Roll call vote.

In the event of a continuance of the public hearing, the Mayor shall state such for the minutes.

3. Procedure for Adoption of Resolutions.

The following procedure shall apply for the adoption of resolutions:

(a) Mayor directs City Attorney to read resolution by title only (unless a Commissioner desires that such resolution be read in full);~~.~~
(b) Comments from the City Manager and staff;~~.~~
(c) Comments from the affected property owners, if any;~~.~~
(d) Comments from the public;~~.~~
(e) Motion to approve;~~.~~
(f) Second on the motion;~~.~~
(g) City Commission discussion and questions; and
(h) Roll call vote.

4. Procedure for Adoption of Unique Resolutions or Ordinances.

The procedure for adoption of special types of ordinances and resolutions, such as annexation ordinances, resolutions or ordinances calling elections, ordinances considering the rezoning of land area greater than five percent of the total land area of the city, ordinances establishing revised business tax receipts, resolutions adopting the millage rate and the budget, resolutions considering special assessments, and any ~~-~~other special or unique ordinance or resolution, shall be as required by general law. The failure to provide public notice required by these rules shall not invalidate the action taken, if such notice is not required by Florida Statute or ~~c~~City ordinance. The budget of the City may be adopted by ordinance or by

resolution.

5. Motions; Procedure for Voting.

(a) All motions shall be set forth in the affirmative. No motion shall be considered which states that the Commission "not take action". " A motion to "table" an action is permitted. A motion to table an item, if passed, shall serve to defer the item indefinitely until the Commission decides to reconsider the item. All motions shall require a second. Motions and seconds may be withdrawn or amended with the approval of the proponents thereof.

(b) A roll call vote will be held on every motion. The City Clerk shall call the roll in order of inverse seniority, with the Mayor voting last. The Mayor shall declare the results of any vote, noting the Commissioners voting against the motion.

(c) The Mayor may make a motion or second any motion but, prior thereto, shall pass the gavel to the Vice Mayor or the most senior member of the Commission present at such time. In the event that the Mayor passes the gavel, the Mayor shall not chair the discussion of the particular item until the vote is announced. In no *event* shall the Commissioner making a motion or a second to a motion chair the discussion on that motion.

(d) The City Attorney is the Parliamentarian.

6. Reconsideration.

Any member of the Commission who voted with the prevailing side may *move* to reconsider any action of the entire Commission, provided that the motion be made at the same meeting at which the action was taken. A motion to reconsider shall be in order at any time during the meeting at which the action was taken, except when a motion on some other subject is pending. No motion to reconsider shall be made more than once on any subject or matter at the same meeting. Motions to reconsider made after the meetings may only be approved upon a finding that new evidence or a mistake of fact exists. When a motion for reconsideration is adopted, the matter shall be placed on the next available agenda, and all public notice requirements shall be met. The reconsideration of ~~l~~Land ~~d~~Development ~~c~~Code applications shall be made in accordance with the requirements of § 218.00 of the Land Development Code. Commission action may be rescinded by a majority vote.

7. Post-Adoption Procedures.

(a) In the event an ordinance or resolution is passed, such ordinance or resolution shall be signed by the Mayor and Board of Commissioners, attested by the City Clerk, and approved as to form by the City Attorney. The

City Clerk shall also state the vote of each individual Commissioner on such ordinance or resolution. However, memorial resolutions shall be signed in duplicate by all members of the City Commission and in black ink. The City Clerk is authorized to determine which member of the bereaved family shall be entitled to receive the duplicate original memorial resolution. Thereafter, the City Clerk shall secure the original of such ordinance or resolution in a vault or other secure location to ensure that injury or deterioration to such original document is minimized.

(b) The City Clerk shall receive a copy of all documents presented or distributed at any meeting, and the original of any such document whenever possible. Copies of the pertinent ordinance or resolution shall be distributed by the City Clerk to all affected departments. The City Clerk shall number the ordinance or resolution in consecutive order of adoption, commencing with the first meeting in January of each year, and ending with the last meeting in December of each year, even though the action taken at the first meeting in January shall be by the Board of Commissioners of the previous year. The City Clerk shall also send a copy of such ordinance to the Company the ~~c~~City uses for codification into the ~~c~~Code of ~~o~~Ordinances of the ~~c~~City. The Code Book can be found electronically; however, hard copies are kept in the City Clerk's Office (City Clerk & Public Viewing), Auditorium, City Manager's Office, and the Library in the event ~~if~~ the Code Book cannot be accessed electronically.

Municipality	2017 Estimate Population	ANNUAL SALARY FY 2019 Mayor	Commissioner	Comments:
Clearwater	113,723	$26,796.00	$22,230.27	
Dunedin	36,265	$15,000.00	$11,500.00	Insurance provided. 401a 8% contribution. $45-$65/Mo Cell Phone Allowance
Gulfport	12,400	$14,400.00	$10,800.00	No Benefits
Indian Rocks Beach	4,380	$7,200.00	$6,000.00	No Benefits
Largo	81,966	$23,394.28	$15,597.40	Reflects 3% increase for FY 19. Elected Officials participate in cafeteria benefit plan - value of $10,532 received to spend toward health, life, dental, etc.
Madeira	4,368	$10,000.00	$7,500.00	No Benefits
Oldsmar	14,321	$10,800.00	$8,400.00	No Benefits
Pinellas Park	52,713	$23,238.55	$20,140.08	Reflects 3.4% increase for FY 19. Same benefits as all City employees excluding vacation; includes defined benefit pension (once vested), health - life - dental insurance and disability benefits
Seminole	18,450	$11,000.00	$8,200.00	Insurance at full cost to commissioner; participate in FRS
Safety Harbor	17,343	$6,000.00	$4,800.00	Insurance at full cost to commissioner; $298.93 Per Month Expense Allowance
St Pete Beach	9,488	$8,100.00	$5,400.00	No Benefits (Beach Parking Pass)
St Petersburg	261,000	$169,615.00	$46,230.00	Health (75%), Life, 401(a), 457 (contributory), Mayor - car, cell phone stipend ($75/mo)
Tarpon Springs	25,093	$13,000.00	$8,000.00	Health, Life, Dental
Treasure Island	6,819	$7,800.00	$5,400.00	Health Insurance
Average		$24,738.85	$12,871.27	
Average Excluding St. Petersburg		$13,594.53	$10,305.21	

Municipality	iMIS ID	County	Region	Year Incorporated	Form of Government	2021 Population	Survey Respondent?	FY 2021 Millage Rate	FY 2021 Total Expenditures	FY 2021 Total Revenues	FY 2021 Total General Revenues	What was your municipality's annual salary for the position of mayor in FY 2021 (October 2020 – September 2021)?	What was your municipality's annual salary for the position of commissioner/councilperson in FY 2021 (October 2020 – September 2021)?
Naples	341	Collier	Southwest	1925	Council-Manager	19,186	1	1.1500	$ 148,711,507.00	$ 203,927,848.00	$ 49,353,358.00	$50,000.00	$40,000.00
Seminole	445	Pinellas	Central	1970	Council-Manager	19,358	1	2.4793	$ 27,719,926.00	$ 37,613,486.00	$ 20,507,552.00	$11,000.00	$8,200.00
Bartow	121	Polk	Central	1882	Council-Manager	19,539	1	4.0000	$ 80,042,293.00	$ 97,130,620.00	$ 20,255,141.00	$7,709.00	$7,709.00
Maitland	325	Orange	Central	1885	Council-Manager	19,545	0	4.3453	$ 46,860,596.00	$ 56,848,544.00	$ 29,113,643.00		
Tavares	465	Lake	Central	1925	Council-Manager	19,600	1	6.7579	$ 50,470,419.00	$ 51,682,080.00	$ 20,488,827.00	$7,964.64	$6,964.68
Punta Gorda	421	Charlotte	Southwest	1887	Council-Manager	19,637	1	3.9500	$ 66,623,821.00	$ 91,125,422.00	$ 24,484,051.00	$16,501.05	$14,667.60
Cocoa	177	Brevard	Central	1895	Council-Manager	19,653	0	6.4532	$ 118,728,304.00	$ 154,879,720.00	$ 42,739,350.00		
Sweetwater	460	Miami-Dade	Southeast	1941	Council-Strong Mayor	19,941	0	3.9948	$ 24,173,813.00	$ 34,012,690.00	$ 23,794,713.00		
Groveland	252	Lake	Central	1922	Council-Manager	20,197	1	5.2000	$ 53,754,405.00	$ 70,346,224.00	$ 26,344,302.00	$9,180.00	$9,180.00
Wildwood	490	Sumter	Central	1889	Council-Manager	20,909	1	3.2478	$ 24,340,105.00	$ 32,610,967.00	$ 17,787,998.00	$10,036.43	$8,154.94
Fort Walton Beach	232	Okaloosa	Northwest	1941	Council-Manager	20,948	1	5.3293	$ 55,147,501.00	$ 80,602,363.00	$ 32,767,228.00	$11,331.46	$9,896.08
Sunny Isles Beach	506	Miami-Dade	Southeast	1997	Council-Manager	22,655	0	2.1000	$ 44,590,161.00	$ 79,793,284.00	$ 43,887,651.00		
DeBary	203	Volusia	Central	1993	Council-Manager	23,014	1	2.9247	$ 21,283,973.00	$ 24,251,934.00	$ 14,653,607.00	$9,600.00	$7,800.00
Hialeah Gardens	269	Miami-Dade	Southeast	1948	Council-Strong Mayor	23,055	1	5.1613	$ 28,885,172.00	$ 32,261,566.00	$ 17,293,686.00	$140,000.00	$13,200.00
Edgewater	214	Volusia	Central	1924	Council-Manager	23,310	1	6.7000	$ 42,400,785.00	$ 58,955,806.00	$ 19,619,117.00	$9,512.00	$7,631.00
Eustis	216	Lake	Central	1883	Council-Manager	23,407	1	7.5810	$ 34,420,514.00	$ 46,112,954.00	$ 18,647,941.00	$6,400.00	$5,400.00
Jacksonville Beach	292	Duval	Northeast	1907	Council-Manager	24,075	1	3.9947	$ 148,965,329.00	$ 190,089,513.00	$ 25,262,039.00	$17,160.10	$12,960.00
Palmetto Bay	335	Miami-Dade	Southeast	2002	Council-Manager	24,499	0	2.4000	$ 34,256,107.00	$ 34,401,063.00	$ 25,985,707.00		
Tarpon Springs	464	Pinellas	Central	1887	Council-Manager	25,359	0	5.3700	$ 64,395,931.00	$ 81,593,525.00	$ 27,951,209.00		
Sebastian	443	Indian River	Central	1924	Council-Manager	25,454	1	3.0043	$ 33,022,152.00	$ 37,431,268.00	$ 13,710,018.00	$9,000.00	$7,200.00
Venice	477	Sarasota	Southwest	1926	Council-Manager	26,103	1	4.3600	$ 107,769,797.00	$ 134,116,684.00	$ 38,994,625.00	$12,000.00	$10,200.00
Key West	120	Monroe	Southeast	1828	Council-Manager	26,687	1	2.1360	$ 153,040,711.00	$ 197,529,304.00	$ 55,695,929.00	$22,500.00	$20,000.00
Palm Springs	397	Palm Beach	Southeast	1957	Council-Manager	26,904	1	3.5000	$ 39,857,084.00	$ 60,904,352.00	$ 22,564,985.00	$7,800.00	$6,500.00
Temple Terrace	466	Hillsborough	Central	1925	Council-Manager	27,005	1	6.5550	$ 69,517,656.00	$ 88,187,478.00	$ 31,950,769.00	$2,870.00	$2,870.00

Crestview	189	Okaloosa	Northwest	1916	Council-Manager	27,366	1	6.9466	$ 41,076,301.00	$ 52,150,089.00	$ 26,094,953.00		
Rockledge	430	Brevard	Central	1887	Council-Manager	27,824	1	5.9900	$ 35,168,691.00	$ 54,553,749.00	$ 21,643,120.00	$6,600.00	$6,000.00
West Melbourne	472	Brevard	Central	1959	Council-Manager	28,127	1	2.4228	$ 28,254,012.00	$ 36,698,984.00	$ 15,630,637.00	$12,000.00	$9,000.00
Leesburg	312	Lake	Central	1875	Council-Manager	28,234	0	4.0192	$ 159,103,940.00	$ 187,161,236.00	$ 30,415,212.00		
Haines City	258	Polk	Central	1914	Council-Manager	29,179	1	7.5895	$ 55,178,314.00	$ 94,459,816.00	$ 46,730,476.00	$13,896.00	$11,580.00
Casselberry	164	Seminole	Central	1940	Council-Manager	29,571	0	2.9990	$ 55,339,524.00	$ 83,287,311.00	$ 19,401,400.00		
Winter Park	498	Orange	Central	1887	Council-Manager	30,019	1	4.0923	$ 195,141,149.00	$ 210,568,245.00	$ 61,182,772.00	$17,500.00	$14,700.00
Miami Lakes	100	Miami-Dade	Southeast	2000	Council-Manager	30,857	0	2.3127	$ 29,703,551.00	$ 33,007,438.00	$ 18,624,260.00		
New Smyrna Beach	357	Volusia	Central	1887	Council-Manager	30,962	1	3.7421	$ 67,782,711.00	$ 75,569,955.00	$ 35,146,325.00	$23,898.94	$23,898.94
Dania Beach	193	Broward	Southeast	1904	Council-Manager	31,837	1	5.9998	$ 93,444,240.00	$ 125,642,502.00	$ 59,755,177.00	$37,168.00	$35,031.00
Cooper City	184	Broward	Southeast	1959	Council-Manager	34,397	1	6.1250	$ 58,146,810.00	$ 69,407,286.00	$ 39,982,431.00	$14,400.00	$12,000.00
Panama City	399	Bay	Northwest	1909	Council-Manager	34,698	0	4.8999	$ 166,897,296.00	$ 189,422,391.00	$ 53,367,198.00		
Parkland	402	Broward	Southeast	1963	Council-Manager	35,440	1	4.2979	$ 48,397,391.00	$ 75,069,178.00	$ 47,303,616.00	$36,268.97	$32,949.07
Dunedin	197	Pinellas	Central	1899	Council-Manager	36,116	1	4.1345	$ 105,129,279.00	$ 127,221,282.00	$ 32,361,252.00	$15,000.00	$11,500.00
Lauderdale Lakes	237	Broward	Southeast	1961	Council-Manager	36,647	1	8.6000	$ 37,377,602.00	$ 42,140,787.00	$ 24,509,735.00	$11,000.00	$9,000.00
Estero	28771	Lee	Southwest	2014	Council-Manager	37,213	1	0.7700	$ 18,070,402.00	$ 23,242,954.00	$ 13,982,874.00	$21,000.00	$16,000.00
Riviera Beach	429	Palm Beach	Southeast	1923	Council-Manager	38,125	0	8.4520	$ 226,174,156.00	$ 320,781,045.00	$ 82,955,877.00		
DeLand	208	Volusia	Central	1882	Council-Manager	38,342	1	6.7841	$ 88,073,019.00	$ 111,922,159.00	$ 36,921,851.00	$16,302.00	$11,601.00
Winter Springs	500	Seminole	Central	1959	Council-Manager	38,767	0	2.4100	$ 48,052,352.00	$ 66,207,229.00	$ 19,955,835.00		
Royal Palm Beach	431	Palm Beach	Southeast	1959	Council-Manager	39,144	1	1.9200	$ 30,282,154.00	$ 31,505,734.00	$ 24,704,077.00	$12,000.00	$11,000.00

Total:					**21,898,945**	**1,202,905**	**32**					**$597,598.59**	**$402,793.31**
Percentage:					**Statewide Population**		**8%**						
Average:					**10,883,592**			**4.4819**	**$ 70,585,703.55**	**$ 90,600,637.84**	**$ 31,239,148.27**	**$19,277.37**	**$12,993.33**
Median:					**Unincorporated Pop.**			**4.1134**	**$ 52,112,412.00**	**$ 72,707,701.00**	**$ 26,040,330.00**	**$12,000.00**	**$10,200.00**

Florida Population:	**21,898,945**
Incorporated Population:	**11,015,353**
Unincorporated Population:	**10,883,592**

Population Data: University of Florida, Bureau of Economic and Business Research, April 2021 Estimates

Millage Rate Data: Florida Department of Revenue

Revenue & Expenditure Data: Florida Legislature, Office of Econon

CITY OF TARPON SPRINGS, FL

CITY MANAGER

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-3590
Fax (727) 937-8199

MEMORANDUM

To: Mayor and Commissioners

From: Charles Rudd, City Manager

Date: 12/11/24

Subject: Shuttle Service

Staff has gathered some data on the shuttle service provider for Dunedin. Dunedin is budgeting $219,000 for 2025. It was recommended that we contact St. Pete Beach as well, but they have discontinued that service. We also reached out to New Port Richey. They decided to purchase two vehicles to provide this service and, in hindsight, would do it again. They enjoy the added control of providing the service in-house. It is also much less expensive to do it this way and they can customize the routes and service times for special events, slow season, etc.

If you choose to move forward on this service from an outside provider, we recommend we issue an RFP to reach as many providers as possible. My recommendation is to keep it in-house and for staff to look further into the purchase of our own electric shuttles and the addition of staff drivers and bring this back to the Commission for consideration.

Date: 12/6/2024
To: Charles Rudd, City Manager
From: Karen Lemmons, Economic Development Manager

Re: FreeBee Microtransit Service

At the 11/19 BOC meeting, a commissioner introduced an agenda item discussion on Freebee Transportation, a microtransit mobility service. After discussion, staff was directed to obtain more information about Freebee and bring back to the BOC for further discussion.

Staff reached out to Freebee and to the City of Dunedin staff as they have a current contract with Freebee. In addition to the Powerpoint presentation provided on 11/19, following is more detail:

Freebee (BeeFree LLC)

- Drivers are all Freebee staff hired locally. Freebee is considered public transportation and follows FDOT regulations including level 2 background checks of drivers and provides all insurance/indemnification of the City. Drivers are considered "ambassadors" of the City.
- App-based service. Freebee provides data collection (#rides, passengers, ages, requests, wait times, etc.) App tracks vehicle location and estimated wait times. Includes map of the City, a business inventory and free ads for businesses. Freebee marketing team assumes all aspects of the app including creating the business inventory, QR codes, marketing materials, and sell advertising space on the vehicles. Any advertising revenue is shared 50/50 with Freebee and the City.
- Cities typically start a 12-month pilot program and tweaks as needed.
- Offers "loop" or on-demand services. On-demand includes geofencing an area of the City and providing direct transportation within the designated area. Have found that on demand has been more popular than loop service.
- City works with Freebee to set operating days/times, determine types and # of vehicles. They offer all electric Tesla, Tesla X and a golf-cart type vehicle called a GEM - no A/C). The golf cart vehicles seat 5 plus a driver and can only operate on streets 35 mph or less.
- Freebee staff go door-to-door to create business inventory, create QR codes, offer free ads on the app. They sell advertising space on cars for 50/50 revenue share.
- Cost is based on # of cars and hours. Tesla is $40 per hour per vehicle and golf carts are $35. Provided an example that 70 hours per week of service would cost $135,000 yearly.

THE CITY OF NEW PORT RICHEY FLORIDA

TO: Debbie L. Manns, City Manager

FROM: Crystal Dunn, Finance Director

DATE: December 4, 2024

RE: **Parking Garage Shuttle Expenses**

This memo provides a cost summary for shuttle services provide by the City. The City currently operates two shuttles, the Electro Transit Buddy and the Bintelli Electric Shuttle Dart. Total costs related to the purchase and maintenance of the two shuttles are **$92,594.95**.

7/27/2021	Electro Transit Buddy purchase	41,850.00
	Shuttle Maintenance Costs	4,670.59
	Total purchase and maintenance costs	**46,520.59**
8/12/2022	Bintelli Shuttle Dart purchase	43,549.50
	Shuttle Maintenance Costs	2,494.86
	Total purchase and maintenance costs	**46,044.36**

For FY25 the City budgeted $64,275.14 for the salaries and benefits budgeted for 2 part-time employees; actual personnel costs for FY24 totaled $38,045.

Both vehicles are battery operated; the costs for charging the vehicle are not tracked as the vehicles are plugged at night for use the following day. Several maintenance and repairs have been made to each vehicle; however, the battery and tires have not yet been replaced.

Board of Commissioners

Memorandum

Date: December 17, 2024
To: Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
From: Renea Vincent, Planning Director
Subject: **ORDINANCE 2024-11**: P.J.W. Properties, LLC - Vacation of Easement - 705 E. Live Oak St (Application 24-62) **(2nd Reading) (Renea Vincent Planning Director) (Quasi-Judicial).**

Recommendation

Staff recommends ***approval*** of Resolution 2024-11.

Background

The request is for vacation of a platted easement at 705 East Live Oak Street on property owned entirely by the applicant. The property is a single parcel created from the combination of nine previously existing lots. The easement traversing the original nine lots was part of the Rivo Alto Subdivision, platted in 1926. The applicant owns the entire easement area. The property is occupied by an existing industrial warehouse complex that has been built over much of the easement. The easement to be vacated includes a total area of 2,334 square feet.

Funding

Not applicable.

Strategic Plan Objective

Not applicable.

CITY OF TARPON SPRINGS
BOARD OF COMMISSIONERS
[DECEMBER 3, 2024 / DECEMBER 17, 2024]

STAFF REPORT
November 18, 2024

Application No. / Project Title:	#24-62 / 705 E Live Oak Easement Vacation
Staff:	Patricia L. McNeese, AICP, Planning Supervisor
Applicant / Owner:	P.J.W. Properties, LLC
Future Land Use Map:	Industrial
Zoning:	Industrial Restricted
Location / Parcel ID:	705 E Live Oak Street / 07-27-16-75996-002-0120
	ORDINANCE #2024-11

BACKGROUND SUMMARY:
The request is for vacation of a platted easement at 705 East Live Oak Street on property owned entirely by the applicant. The property is a single parcel created from the combination of nine previously existing lots. The easement traversing the original nine lots was part of the Rivo Alto Subdivision, platted in 1926. The applicant owns the entire easement area. The property is occupied by an existing industrial warehouse complex that has been built over much of the easement. The easement to be vacated includes a total area of 2,334 square feet.

PRELIMINARY STAFF RECOMMENDATION:
Staff recommends ***approval*** of Resolution 2024-11.

REVIEW STANDARDS / PROVISIONAL FINDINGS OF FACT:
The standards for the review of a vacation are established in Section 216.01, Standards for Review of Vacations, of the Comprehensive Zoning and Land Development Code (LDC). As provided in this section, a vacation shall only be approved if a positive finding, based upon substantial competent evidence, is made on each of the standards listed below. A staff analysis of the standards is also provided:

1. **That the subject property is not needed for the distribution, expansion, or maintenance of existing or future utility services.**

   Analysis: The Rivo Alto plat states "A reserve of 5 ft across the rear of all lots is made for public utilities such as telephone, sewer, water, etc." The applicant has obtained letters of no objection from all utility providers stating that there are no known utilities present or planned for this easement. Facility providers include: City of Tarpon Springs, Clearwater Gas System, WOW Communications, Spectrum Communications, Frontier Communications and Duke Energy. The

applicant has been notified in writing that should there is a discrepancy in the future regarding buried utilities, the City of Tarpon Springs will not be responsible for any utility adjustments or relocations.

2. **The property does not provide the sole means of access to an adjoining property.**

   Analysis: The area being vacated is a utility easement. It does not provide utility or other access to adjoining properties. The easement is entirely contained within the applicant's property.

3. **The property is not needed to implement the future circulation plans of the Transportation Element of the Comprehensive Plan.**

   Analysis: This original purpose of this easement was for utilities. It was not designed or intended as a right-of-way for access.

4. **The property does not provide the adjoining neighborhood with a viable usable access or vista to the City's shoreline.**

   Analysis: The original purpose of this easement was for utilities. It was not designed or intended as a right-of-way for access. It is not adjacent to any area of the City's shoreline.

TECHNICAL REVIEW COMMITTEE:
The Technical Review Committee (TRC) reviewed this application at their regular meeting of October 3, 2024. The TRC noted that upon receipt of a legal description for the requested vacation area, the application would be complete and ready for further processing.

PUBLIC CORRESPONDENCE:
Notices were sent to property owners within 500 feet of the subject property. Notice was advertised in the *Tampa Bay Times*. Staff has not received any responses to these notices.

ATTACHMENTS:
1. Staff Presentation
2. Survey and Legal Description
3. Letters of No Objection
4. Technical Review Committee comments
5. Draft Ordinance 2024-11

P.J.W. PROPERTIES, LLC
VACATION OF EASEMENT
APPLICATION #24-62
ORDINANCE 2024-11

Board of Commissioners – December 3, 2024

– December 17, 2024

SUMMARY OF REQUEST

#24-62 – Vacation of easement at 705 E. Live Oak St.

ORDINANCE #2024-11

- Easement size is 2,334 square feet.
- Easement was originally platted for utilities and is 10 feet wide. The easement is wholly owned by the applicant. Abandonment of the entire easement is sought.
- Applicant's property, including the subject easement, is built with two buildings housing multiple industrial tenants. Both buildings are built over the easement.

LOCATION OF EASEMENT

RIVO ALTO PLAT, 1926

KARLEEN F. De BLAKER
Clerk of the Circuit Court
BY: Janice Fairchild DEPUTY CLERK

KARLEEN F. De BLAKER
Clerk of the Circuit Court
BY: Joanne Rolland DEPUTY CLERK

BY: Joanne Rolland DEPUTY CLERK

BY: Patricia A. Burke Deputy Clerk

HAROLD MULLENDORE
Clerk of the Circuit Court
BY: Patricia Burke Deputy Clerk

ORDINANCE OF PARTIAL VACATION OF Rio Alto
SUBDIVISION HAS BEEN RECORDED IN
O. R. BOOK 3837 PAGE 651
ON 7-21- 1972
HAROLD MULLENDORE
Clerk of the Circuit Court
BY: Patricia Burke Deputy Clerk

RIVO ALTO

TARPON SPRINGS, PINELLAS CO. FLORIDA

THIS PLAT IN TWO SHEETS — SHEET ONE

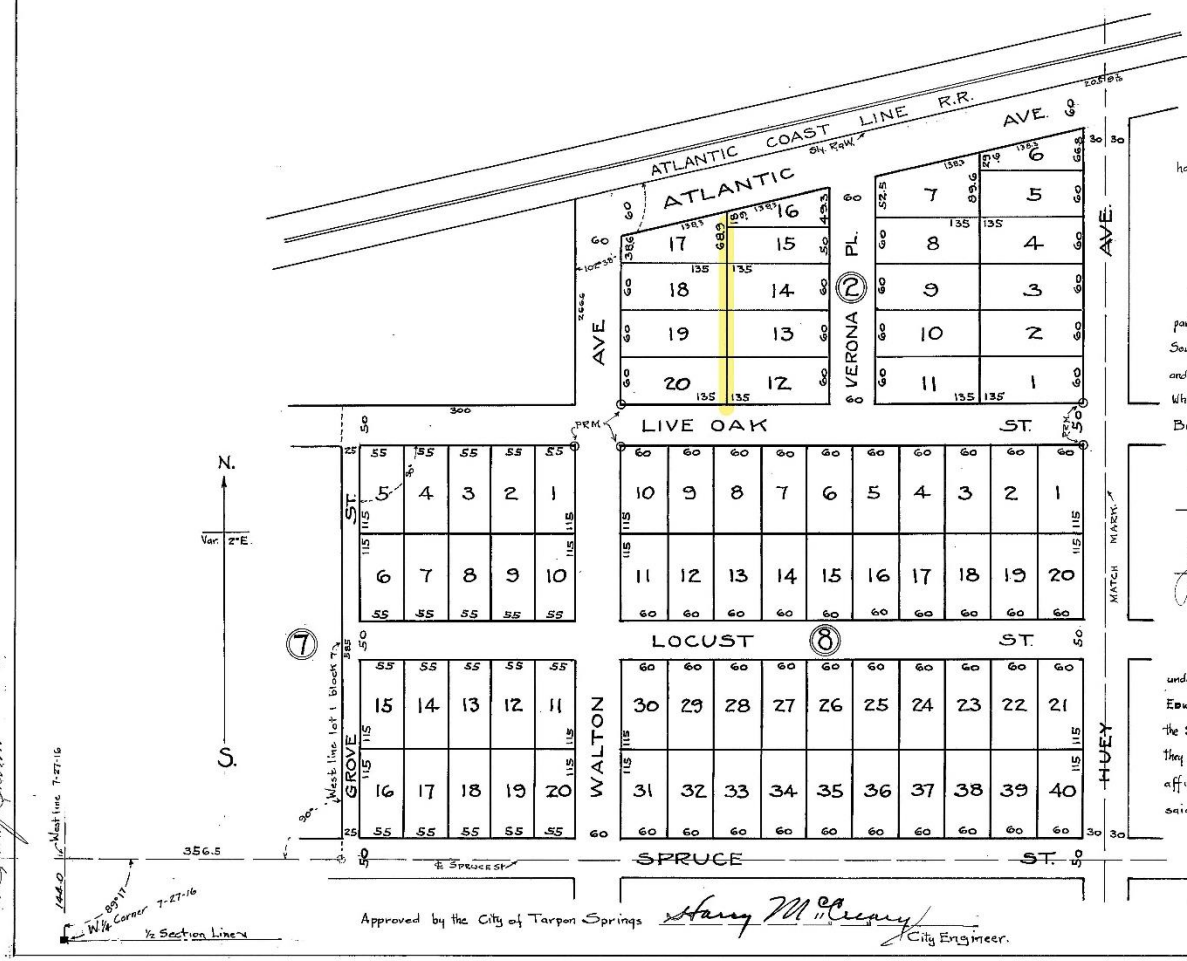
LAKE BUTLER VILLA CO. OWNER.

A SUBDIVISION OF BLOCKS 8 & 9, LOT 1 BLOCK 7 AND THAT PORTION OF BLOCKS 1 & 2 LYING SOUTH OF THE RIGHT OF WAY OF THE ATLANTIC COAST LINE RAILROAD, ALL IN SECTION 7 TOWNSHIP 27 SOUTH, RANGE 16 EAST, ACCORDING TO OFFICIAL MAP OF TARPON SPRINGS, A COPY OF WHICH WAS FILED ON FEBRUARY 25, 1920, AND RECORDED IN BOOK 4 PAGE 79 PUBLIC RECORDS OF PINELLAS COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT ¼ SECTION CORNER ON WEST SIDE OF SAID SECTION 7, THENCE NORTH 144 FT. ALONG WEST LINE OF SAID SECTION 7 TO CENTER LINE OF SPRUCE ST., THENCE EAST ON CENTER LINE OF SPRUCE ST. 536 5/10 FT. FOR A PLACE OF BEGINNING, THENCE NORTH 585 FT. THENCE EAST 300 FT. THENCE NORTH 266 4/10 FT. TO SOUTHERLY R.O.W. LINE OF ATLANTIC COAST LINE R.R. THENCE N. 77°22' E., 2059 7/10 FT. ALONG SAID R.O.W. LINE TO CENTER LINE OF MAGNOLIA AVE., THENCE SOUTH 1301 7/10 FT. ON SAID CENTER LINE, TO CENTER LINE OF SPRUCE ST., THENCE WEST 2310 FT. ON SAID CENTER LINE TO PLACE OF BEGINNING

SCALE
1 INCH = 100 FEET

ORDINANCE OF PARTIAL VACATION OF Rivo Alto
SUBDIVISION HAS BEEN RECORDED IN
O. R. BOOK 5979 PAGE 558
ON 4-25-1985
KARLEEN F. De BLAKER
Clerk of the Circuit Court
BY: Patricia Burke Deputy Clerk

ORDINANCE OF PARTIAL VACATION OF Rivo Alto
SUBDIVISION HAS BEEN RECORDED IN
O. R. BOOK 5979 PAGE 560
ON 4-25-1985
KARLEEN F. De BLAKER
Clerk of the Circuit Court
BY: Patricia Burke Deputy Clerk



I hereby certify that the property hereon shown has been surveyed and staked and that monuments have been set as indicated and that angles and dimensions are correct.

January 27 1926 M. A. Fuggington C.E.
State Licensor 445

We hereby certify that the LAKE BUTLER VILLA Co. is the owner BLOCKS 8 & 9, Lot 1 Block 7 and that part of Blocks 1 & 2 lying South of Right of Way of Atlantic Coast Line Railroad all in Section 7 Township 27 South, Range 16 E according to Official map of Tarpon Springs, a copy of which was filed on February 25, 1920 and Recorded in Book 4 Page 79 Public Records of Pinellas Co. more particularly described above, Which property is hereby platted as RIVO-ALTO, and by the authority vested in us, by the said LAKE BUTLER VILLA Co's Board of Directors, we hereby dedicate to Public use all streets shown hereon.

A reserve of 5 ft. across the rear of all lots is made for public utilities such as telephone, sewer, water etc.

Signed, sealed and delivered in the presence of:

Fred K Page
Witness

John K. Cheyney
President of LAKE BUTLER VILLA Co.

J. Elmer Hutchinson
Witness

E. O'Cramer
Secretary of LAKE BUTLER VILLA Co.

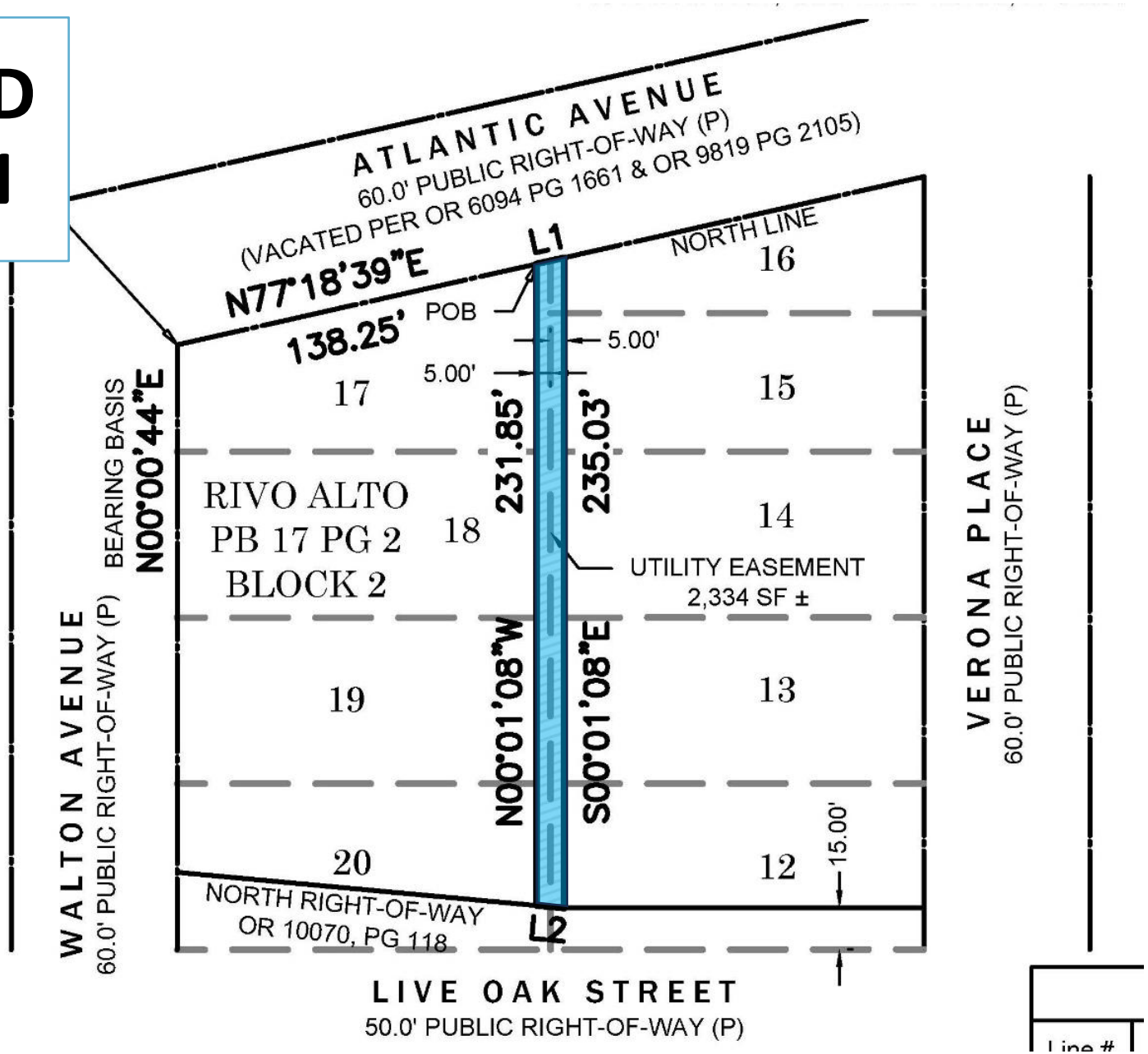
State of Florida
County of Pinellas. I hereby certify that on this 16th day of February A.D. 1926, before me, the undersigned authority, personally appeared JOHN K. CHEYNEY, well known to me to be the President and EDWARD O'CRAMER, the Secretary of the LAKE BUTLER VILLA Co. a corporation existing under the laws of the State of Florida, who executed the foregoing instrument on behalf of said corporation and severally acknowledged that they executed said instrument for and on behalf of and as the act and deed of said corporation and that there is affixed to said instrument the true and genuine corporate seal of the said LAKE BUTLER VILLA Co. and said seal was thereunto by them duly affixed by legal authority of said corporation.

Witness my hand and seal, the date aforesaid

Emma S. Johnson
Notary Public
My commission expires January 25 A.D. 1926

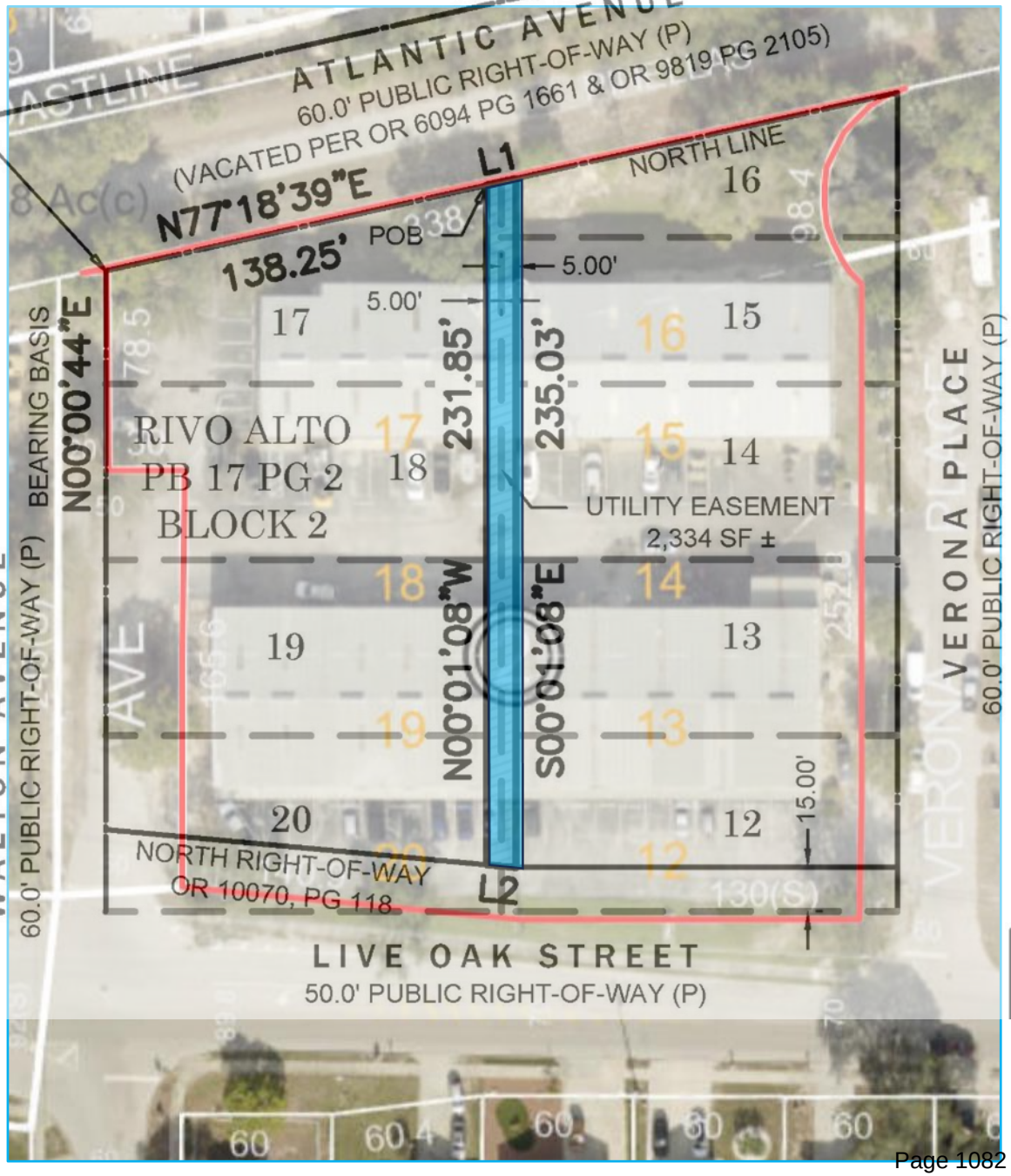
Approved by the City of Tarpon Springs Harry McCreary City Engineer.

PROPOSED VACATION



CITY OF TARPON SPRINGS
PLANNING & ZONING DEPARTMENT

PROPOSED VACATION



CITY OF TARPON SPRINGS
PLANNING & ZONING DEPARTMENT

STANDARDS OF REVIEW

#24-62 – Vacation of easement

Letters of no objection have been received from all franchised utility providers:

- City of Tarpon Springs
- Clearwater Gas System
- WOW Internet, Cable and Phone
- Spectrum (Charter Communications)
- Frontier Communications
- Duke Energy

STANDARDS OF REVIEW

#24-62 – Vacation of easement

- The subject easement does not provide the sole means of access to adjoining property;
- The subject easement is not needed to implement the Future Traffic Circulation Map of the Tarpon Springs Comprehensive Plan; and,
- The subject easement does not provide the adjoining neighborhood with viable useable access or vista to the City's shoreline.

Public Notice Provided – No Responses Received.

PRELIMINARY STAFF RECOMMENDATION

#24-62 – Vacation of easement

- Staff recommends approval of **Ordinance 2024-11** vacating an easement located at 705 E. Live Oak St., Rivo Alto Subdivision, Block 2, Lots 12 through 20

ORDINANCE NO. 2024-11

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, VACATING AND ABANDONING A UTILITY EASEMENT OF 2,334 SQUARE FEET, MORE OR LESS, LYING WITHIN LOTS 12, 13, 14, 15, 16, 17, 18, 19 AND 20 OF BLOCK 2 OF RIVO ALTO SUBDIVISION AND LOCATED AT 705 EAST LIVE OAK STREET; PROVIDING FOR CONDITIONS; PROVIDING FOR FINDINGS; PROVIDING FOR RECORDATION IN THE PUBLIC RECORDS OF PINELLAS COUNTY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has received a request (Application 24-62) for vacation of 2,334 square feet, more or less of utility easement located at 705 East Live Oak Street in the Rivo Alto Subdivision Block 2, Lots 12 through 20; and,

WHEREAS, the requested vacation will facilitate the use of the adjoining property seeking this vacation; and,

WHEREAS, Section 3(c) of the City Charter and Sections 216.00 and 216.01 of the Comprehensive Zoning and Land Development Code authorizes the Board of Commissioners to vacate the property described herein if all conditions are met; and,

WHEREAS, all other pertinent utility providers have provided the City with letters of no objection; and,

WHEREAS, written and published legal notice of this action has been provided in accordance with the Florida Statutes and the Comprehensive Zoning and Land Development Code.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

SECTION 1: FINDINGS

a) The letters of no objection have been received from all franchised utility providers;

b) The subject property does not provide the sole means of access to adjoining property;

c) The subject property is not needed to implement the Future Traffic Circulation Map of the Tarpon Springs Comprehensive Plan; and

d) The subject property does not provide the adjoining neighborhood with viable useable access or vista to the City's shoreline.

DRAFT

SECTION 2: VACATION AND ABANDONMENT

The City of Tarpon Springs does hereby approve the requested vacation as all conditions of Land Development Code Section 216.01 have been met in the following easement described as:

> "A PORTION OF LOT 12 THROUGH 20, RIVO ALTO SUBDIVISION, AS RECORDED IN PLAT BOOK 17, PAGE 2, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:
>
> COMMENCE AT THE NORTHWEST CORNER OF LOT 17; THENCE ALONG THE NORTH LINE OF LOT 17, N77°18'39"E, 138.25 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N77°18'39"E, 10.25 FEET; THENCE ALONG A LINE 5.00 FEET EAST OF AND PARALLEL WITH THE REAR LOT LINES OF AFORESAID LOTS 12-20, S00°01'08"E, 235.03 FEET TO THE NORTH RIGHT-OF-WAY OF LIVE OAK STREET AS DESCRIBED IN OFFICIAL RECORDS BOOK 10070, PAGE 118 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT-OF-WAY, N84°44'36"W, 10.04 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, ALONG A LINE 5.00 FEET WEST OF AND PARALLEL WITH THE AFORESAID REAR LINES OF LOTS 12-20, N00°01'08"W, 231.85 FEET TO THE POINT OF BEGINNING."

SECTION 3: EFFECTIVE DATE OF THIS ORDINANCE

This ordinance shall become effective upon adoption in the manner provided by law.

SECTION 4: RECORDATION IN THE PUBLIC RECORDS

The City Clerk is directed to record a copy of this Ordinance in the Public Records of Pinellas County, Florida.

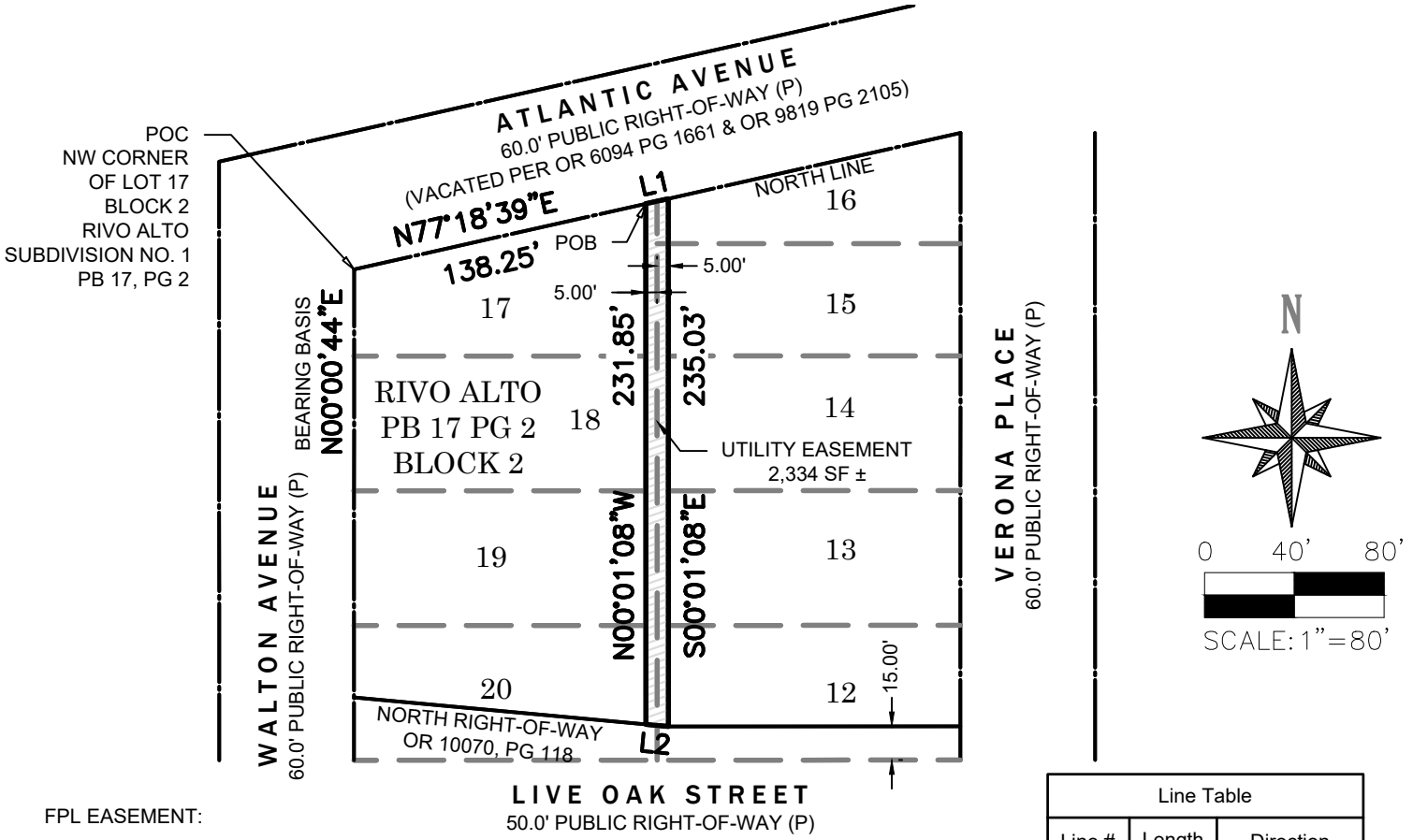
DRAFT

SURVEYOR'S NOTES

1. SKETCH IS NOT A SURVEY.
2. BEARING ARE BASED ON THE EAST RIGHT-OF-WAY LINE OF WALTON AVENUE, BEING N00°00'44"E.

EASEMENT ADDRESS:

705 LIVE OAK ST, TARPON SPRINGS, FL 34689



Line Table		
Line #	Length	Direction
L1	10.25'	N77°18'39"E
L2	10.04'	N84°44'36"W

FPL EASEMENT:

A PORTION OF LOT 12 THROUGH 20, RIVO ALTO SUBDIVISION, AS RECORDED IN PLAT BOOK 17, PAGE 2, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 17; THENCE ALONG THE NORTH LINE OF LOT 17, N77°18'39"E, 138.25 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N77°18'39"E, 10.25 FEET; THENCE ALONG A LINE 5.00 FEET EAST OF AND PARALLEL WITH THE REAR LOT LINES OF AFORESAID LOTS 12-20, S00°01'08"E, 235.03 FEET TO THE NORTH RIGHT-OF-WAY OF LIVE OAK STREET AS DESCRIBED IN OFFICIAL RECORDS BOOK 10070, PAGE 118 OF THE PUBLIC RECORDS OF PNELLAS COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT-OF-WAY, N84°44'36"W, 10.04 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, ALONG A LINE 5.00 FEET WEST OF AND PARALLEL WITH THE AFORESAID REAR LINES OF LOTS 12-20, N00°01'08"W, 231.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,334 SQUARE FEET MORE OR LESS.

REVISIONS		
#	DATE	DETAILS

George R Martin

Digitally signed by George R Martin
DN: C=US, O=Unaffiliated, dnQualifier=A01410C00000190E9EC14EA00035B04, CN=George R Martin
Reason: I am the author of this document
Location:
Date: 2024.10.08 11:39:23 -04'00'
Foxit PDF Reader Version: 2024.3.0

GEORGE R. MARTIN
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 6019
STATE OF FLORIDA

BULLSEYE SURVEYING, INC.

LB 7818
2198 NE
COACHMAN
ROAD, UNIT F
CLEARWATER,
FL 33765
PHONE:
727-475-8088

ABBREVIATIONS

DENOTES

PG=	PAGE
PB=	PLAT BOOK
POB=	POINT OF BEGINNING
POC=	POINT OF COMMENCEMENT

SCALE	1" = 80'
SKETCH DATE	10/07/2024
FILE NAME	17-033.DWG
SHEET NUMBER	1 OF 1

City of Tarpon Springs, Florida

PLANNING AND ZONING DEPARTMENT
324 EAST PINE STREET
P.O. BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 938-3711

Renea Vincent, AICP, CPM
Director

August 15, 2024

Spencer Whittaker, Esq.
Williams & Doddridge PA
6337 Grand Boulevard
New Port Richey, FL 34652
(delivered by email to spencer@flprobatetrustlaw.com)

RE: 705 East Live Oak Street
Parcel # 07-27-16-75996-002-0120

Dear Mr. Whittaker:

This letter is provided to inform you that City staff has reviewed your proposal to vacate the five (5)-foot utility easement on the referenced property originally platted along the center of Block 2 of the Rivo Alto Subdivision, as shown in your request (attached). Staff has not identified any existing mapped facilities or future facilities needs in this portion of dedicated easement. Please note that if there is a discrepancy in the future regarding buried utilities, the City of Tarpon Springs will not be responsible for any utility adjustments or relocations. The City staff has no objection to the proposed vacation. You may submit your application for vacation at your convenience. Please let us know if you have any questions or need assistance.

Sincerely,

Patricia L. McNeese, AICP
Planning Supervisor

Patricia McNeese

From: Spencer Whittaker - Williams & Doddridge PA <spencer@flprobatetrustlaw.com>
Sent: Monday, July 29, 2024 1:49 PM
To: Patricia McNeese
Subject: Request for Letter of No Objection for Vacation and Abandonment of Easement - 705 E Live Oak Street, Tarpon Springs, Florida 34689
Attachments: 17-033-0.1 (1).pdf; 705 E Live Oak - Documentation for Vacation Application.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon,

I hope this message finds you well. I am writing to formally request Letters of No Objection from your respective organizations regarding an application for the vacation and abandonment of a 5-foot utility easement located on our client's commercial property. Our firm represents the Seller of the below property where the Buyer has requested that we seek abandonment of the easement in order to obtain a title insurance policy.

The property's address is 705 E LIVE OAK ST, TARPON SPRINGS, FL 34689
Parcel Number: 07-27-16-75996-002-0120

Included for your review is a survey of the property. I have also attached relevant material regarding the property and the easement as obtained from the Official Records of Pinellas County to assist in your review. The easement in question runs through the middle of both buildings included on the property pursuant to the 1926 Plat of Rivo Alto. Within that Plat, a reserve of 5 feet across the rear of all lots was made for public utilities such as telephone, sewer, water, etc. Since that time the property was re-zoned as Industrial Restricted.

We kindly request that you review this matter and provide a Letter of No Objection at your earliest convenience. Your cooperation in this process is greatly appreciated and will facilitate the timely approval of the application.

Should you require any additional information, please do not hesitate to contact me directly.

Thank you for your attention to this important matter.

Sincerely,

Spencer Whittaker, Esq.
Williams & Doddridge PA
727-846-8500
6337 Grand Boulevard
New Port Richey, Florida 34652
www.FLProbateTrustLaw.com

BOUNDARY SURVEY

THE MAP AND REPORT ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

SURVEYOR'S REPORT

LEGAL DESCRIPTION:

LOTS 12 THROUGH 20, BLOCK 2, RIVO ALTO, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGES 2 AND 3, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH THE SOUTHERLY 30 FEET OF VACATED STREET ABUTTING ON THE NORTH THEREOF LOTS 16 AND 17, BLOCK 2, AND TOGETHER WITH THE EASTERLY HALF OF THE NORTHERLY 79 FEET OF WALTON AVENUE LYING SOUTH OF PINELLAS TRAIL LYING WEST OF THE VACATED ATLANTIC AVENUE ABUTTING LOT 17, BLOCK 2, RIVO ALTO SUBDIVISION RECORDED IN PLAT BOOK 17, PAGE 2, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. LESS THE SOUTH 15 FEET OF SAID LOTS 12 AND 20 AND LESS THE PROPERTY CONVEYED TO THE CITY OF TARPON SPRINGS RECORDED IN OFFICIAL RECORDS BOOK 10070, PAGE 118, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

ACCURACY:

1. ALL MEASUREMENTS, DISTANCES, ELEVATIONS (IF SHOWN) AND FEATURES WERE PERFORMED IN STRICT ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE (5J-17FAC).

2. METHODS FOR ALL CONTROL MEASUREMENTS WERE MADE WITH A TRANSIT AND STEEL TAPE, OR DEVICES WITH EQUIVALENT OR HIGHER DEGREES OF ACCURACY.

3. THE ACCURACY STANDARD USED FOR THIS SURVEY, AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (5J-17 FAC), IS "COMMERCIAL/HIGH RISK", THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 10,000 FEET, THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE MET THIS REQUIREMENT.

DATA SOURCES:

1. BASIS OF BEARING IS THE NORTH RIGHT-OF-WAY OF LIVE OAK STREET, BEING S89°58'52"W. (3)

2. PLAT OF RIVO ALTO, RECORDED PLAT BOOK 17, PAGE 2, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

3. ORDINANCE 85-40, RECORDED 6094, PAGE 1661, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

4. ORDINANCE NO. 97-31, RECORDED OFFICIAL RECORDS BOOK 9819, PAGE 2105, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

5. WARRANTY DEED, RECORDED OFFICIAL RECORDS BOOK 10070, PAGE 118, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

6. FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT FOR TITLE INSURANCE, COUNTERSIGNED :WOLLINKA-WIKLE TITLE INSURANCE AGENCY, FILE NO.: TIA17269FN, EFFECTIVE DATE: JUNE 25, 2017 @ 05:00 PM

SCHEDULE B - SECTION II EXCEPTIONS ARE AS FOLLOWS:

1. *DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.* SURVEYOR'S COMMENT: NOT A SURVEY RELATED EXCEPTION.

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3. *STANDARD EXCEPTIONS:*

A. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. SURVEYOR'S COMMENT: SHOWN HEREON.

B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. SURVEYOR'S COMMENT: ABOVE GROUND UTILITIES AND OVERHEAD WIRES SHOWN HEREON.

C. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. SURVEYOR'S COMMENT: NOT A SURVEY RELATED EXCEPTION.

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Curve Table					
CURVE #	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
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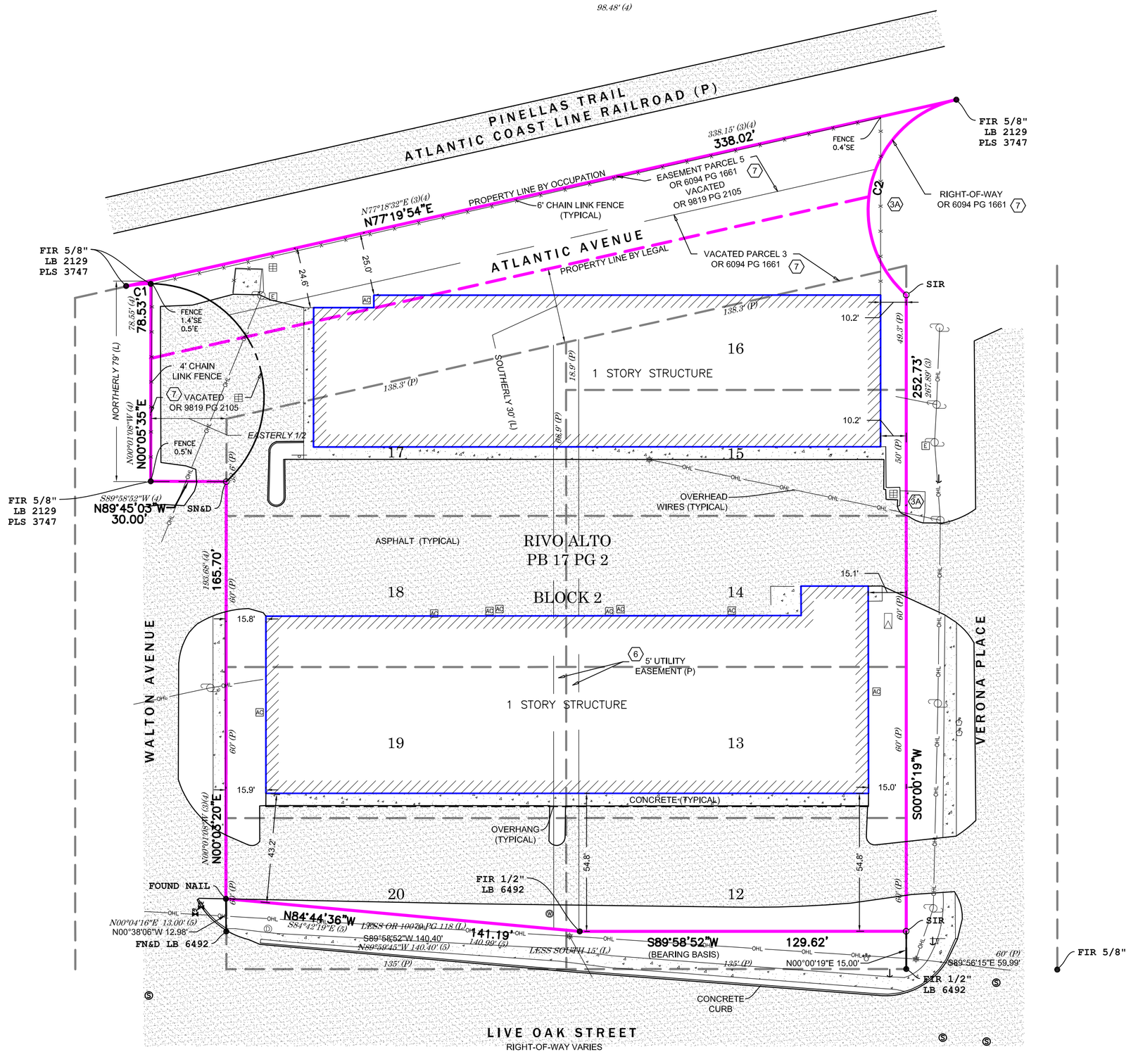

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3. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

4. UNDERGROUND FOUNDATIONS AND THEIR LOCATIONS HAVE NOT BEEN DETERMINED.

5. SUBJECT PROPERTY APPEARS TO LIE WITHIN FLOOD ZONES X & X (SHADED) ACCORDING TO THE CURRENT FLOOD INSURANCE RATE MAP, PINELLAS COUNTY, FLORIDA, MAP NUMBER 12103C0365F, COMMUNITY: CITY OF TARPON SPRINGS, 120259, MAP REVISED DATE: SEPTEMBER 3, 2003, MAP INDEX NUMBER 12103CIND1C, MAP REVISED: AUGUST 18, 2009. AN ACCURATE ZONE DETERMINATION SHOULD BE MADE BY THE PREPARER OF SAID MAP, THE FEDERAL EMERGENCY MANAGEMENT AGENCY, OR THE LOCAL GOVERNMENTAL AGENCY HAVING JURISDICTION OVER SUCH MATTERS PRIOR TO ANY JUDGMENTS BEING MADE FROM THE ZONE AS NOTED.

6. IRRIGATION EQUIPMENT AND / OR THEIR APPURTENANCES HAVE NOT BEEN MAPPED.

7. THERE MAY EXIST ADDITIONAL EASEMENTS AND/OR RESTRICTIONS THAT CAN BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

8. ONLY THE UNDERGROUND UTILITIES AND / OR THEIR APPURTENANCES WHICH WERE READILY APPARENT FROM GROUND LEVEL TO THE SURVEYOR ON THE ACTUAL DAY OF THE FIELD SURVEY WERE LOCATED. NO EXCAVATIONS OR SUBSURFACE WORK EFFORTS OF ANY KIND WERE PERFORMED BY THE SURVEYOR TO VERIFY THE EXISTENCE OF ANY UNDERGROUND UTILITIES AND / OR THEIR APPURTENANCES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES AND / OR THEIR APPURTENANCES SHOWN, COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED.

9. THERE MAY BE ADDITIONAL UTILITY STRUCTURES (DRAINAGE, SANITARY, ELECTRIC, COMMUNICATIONS, ETC.) THAT WERE NOT READILY APPARENT AT THE TIME OF THE SURVEY.

BOUNDARY INCONSISTENCIES:

1. ANY ANGULAR AND/OR DIMENSIONAL DISCREPANCIES BETWEEN THE DESCRIPTION AND THE FIELD LOCATED OCCUPATION BOUNDARY CORNERS, AND BOUNDARY CORNERS WITH MULTIPLE BOUNDARY MONUMENTS ALONG WITH THEIR CORRESPONDING QUADRANT DIRECTIONAL MISSES, ARE SHOWN ON THE MAP OF SURVEY. ALL PERIMETER BEARINGS AND DISTANCES ARE BY FIELD MEASURED UNLESS SO NOTED.

N

0 30 60

SCALE: 1" = 30'

REVISIONS		
#	DATE	DETAILS

BULLSEYE SURVEYING, INC.

LB 7818
2198 NE COACHMAN ROAD, UNIT F
CLEARWATER, FL 33765
PHONE: 727-475-8088
FAX: 727-264-0457

PARCEL INFORMATION:
SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

PARCEL ADDRESS:
705 LIVE OAK ST, TARPON SPRINGS, FL 34689

PARCEL ID:
07-27-16-75996-002-0120

ABBREVIATIONS

DENOTES
(P)=PLAT INFORMATION
(L)=LEGAL DESCRIPTION INFORMATION
(#)=INFORMATION FROM DATA SOURCES
(#)=SCHEDULE BII EXCEPTION
FCM=FOUND CONCRETE MONUMENT
FIR=FOUND IRON REBAR (SIZE AS NOTED)
FN&D=FOUND NAIL & DISK
LB=LICENSED BUSINESS
LS=LICENSED SURVEYOR
OR=OFFICIAL RECORDS BOOK
PB=PLAT BOOK
PG=PAGE
PLS=PROFESSIONAL LICENSED SURVEYOR
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
PLS=PROFESSIONAL LICENSED SURVEYOR
PSM=PROFESSIONAL SURVEYOR AND MAPPER
R/W=RIGHT-OF-WAY
RLS=REGISTERED LICENSED SURVEYOR
SIR=SET 1/2" REBAR AND CAP LB 7818
SN&D=SET NAIL AND DISK LB 7818

SYMBOL LEGEND

DENOTES
AC AIR CONDITIONING EQUIPMENT
D DRAINAGE MANHOLE
E ELECTRIC EQUIPMENT
GUY ANCHOR
GRATE INLET
LIGHT POLE (WOOD)
MAIL BOX
MITERED END SECTION
RECLAIMED WATER VALVE
S SANITARY MANHOLE
SIGN
UTILITY POLE (WOOD)
W WELL

THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ADDITIONS OR DELETIONS TO SURVEY REPORTS OR MAPS BY ANYONE OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED

CERTIFIED TO:

- PJW PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY
- FIDELITY NATIONAL TITLE INSURANCE COMPANY
- WOLLINKA-WIKLE TITLE INSURANCE AGENCY

GEORGE R. MARTIN
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 6019
STATE OF FLORIDA

FIELD BOOK / PAGE	SCALE	SHEET NUMBER
014/01-02	1"=30'	1 of 1
DRAFTED BY	SURVEY FIELD DATE	
GRM	7/13/2017	
PROJECT NUMBER	FILE NAME	
17-033	17-033.dwg	

I#: 2017265495 BK: 19753 PG: 1901, 08/25/2017 at 05:54 PM, RECORDING 1 PAGES $10.00 D DOC STAMP COLLECTION $8400.00 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK: CLKPR10

Prepared by:
Julie Knous, an employee of
Wollinka-Wikle Title Insurance Agency, Inc.
3204 Alternate 19 N
Palm Harbor, Florida 34683
Consideration: $1,200,000.00
File Number: TIA17269FN

General Warranty Deed

Made this August 23, 2017 A.D. By

Ann R. Scott, as Trustee of the Ann R. Scott Revocable Living Trust Agreement Dated June 27, 2003 and Ann R. Scott, Individually and as to a Life Estate, whose address is: 1664 Jeffords St., Clearwater, Florida 33756, hereinafter called the grantor, to

PJW PROPERTIES, LLC, a Florida Limited Liability Company,
whose post office address is: 3204 Alternate 19 N. Palm Harbor, FL 34683 , hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Pinellas County, Florida, viz:

Lots 12 through 20, Block 2, Rivo Alto, according to the map or plat thereof as recorded in Plat Book 17, Pages 2 and 3, Public Records of Pinellas County, Florida, together with vacated right of way of Atlantic Avenue and Parcels 3 and 5 located in the North 1/2 of the vacated right of way of Atlantic Avenue as described in Ordinance No. 85-40 recorded in Official Records Book 6094, Page 1661, Public Records of Pinellas County, Florida, as affected by and together with those portions vacated by and further described in Ordinance No. 97-31 recorded in Official Records Book 9819, Page 2105, Public Records of Pinellas County, Florida, LESS the South 15 feet of said Lots 12 and 20 and LESS the property conveyed to the City of Tarpon Springs recorded in Official Records Book 10070, Page 118, Public Records of Pinellas County, Florida.

Parcel ID Number: **07-27-16-75996-002-0120**

Said property is not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor reside thereon.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2016.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

x _____
Witness Printed Name William Wikle

x _____
Witness Printed Name RYAN SINNOTT

x Ann R. Scott, Ind. (Seal)
Ann R. Scott, Individually
Address: 1664 Jeffords St., Clearwater, Florida 33756

x Ann R. Scott Trustee (Seal)
Ann R. Scott, as Trustee of the Ann R. Scott Revocable Living Trust Agreement Dated June 27, 2003
Address: 1664 Jeffords St., Clearwater, Florida 33756

State of Florida
County of Pinellas

The foregoing instrument was acknowledged before me this 23RD day of August, 2017, by Ann R. Scott, Individually and as Trustee of the Ann R. Scott Revocable Living Trust Agreement Dated June 27, 2003, who is/are personally known to me or who has produced FL DR. LICENSE as identification.

(seal)

RYAN SINNOTT
State of Florida-Notary Public
Commission # GG 124837
My Commission Expires
July 16, 2021

_____
Notary Public
Print Name: RYAN SINNOTT
My Commission Expires: 7/16/2021

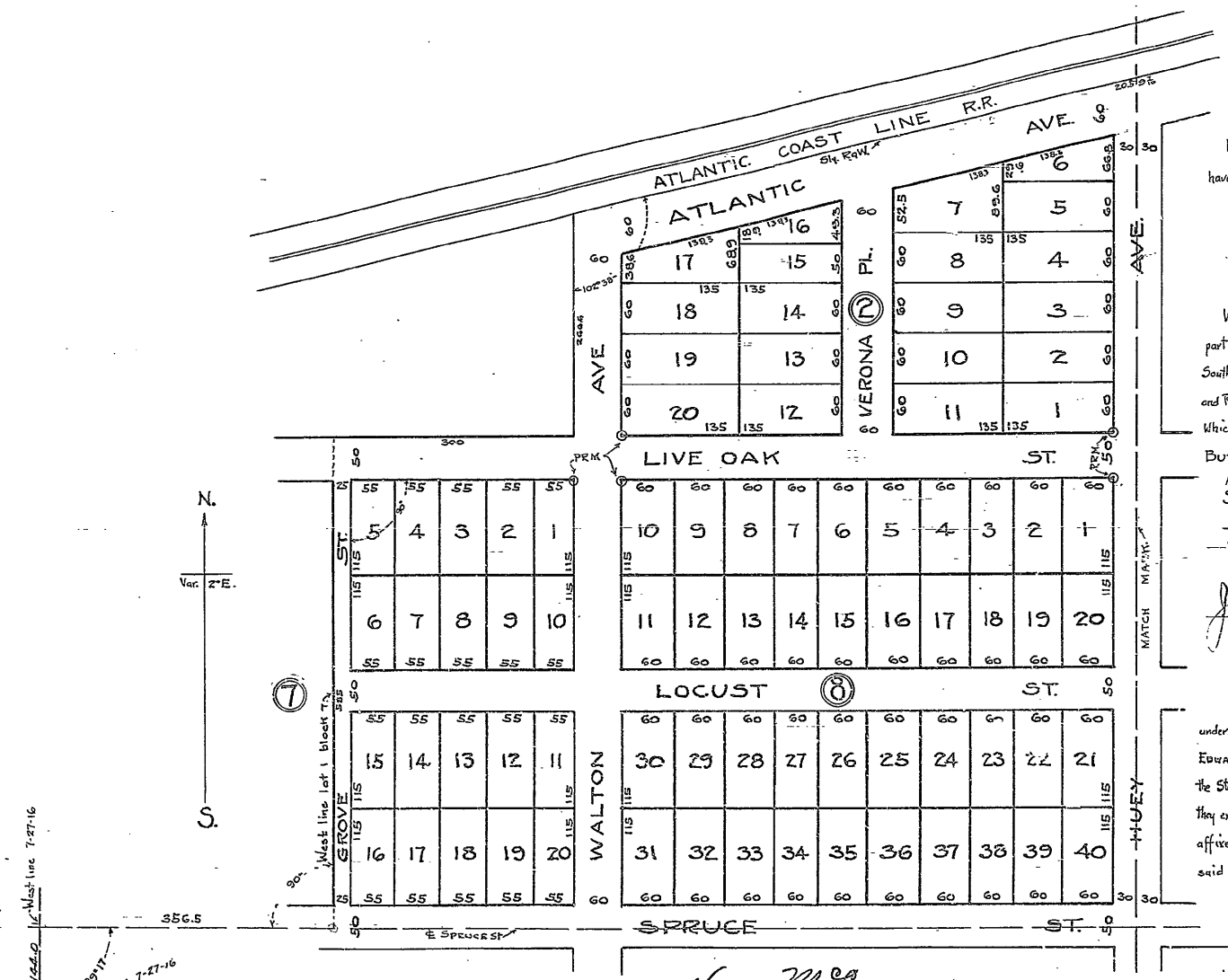
RIVO ALTO

TARPON SPRINGS, PINELLAS CO. FLORIDA

THIS PLAT IN TWO SHEETS — SHEET ONE

LAKE BUTLER VILLA CO. OWNER.

A SUBDIVISION OF BLOCKS 8 & 9, LOT 1 BLOCK 7 AND THAT PORTION OF BLOCKS 1 & 2 LYING SOUTH OF THE RIGHT OF WAY OF THE ATLANTIC COAST LINE RAILROAD, ALL IN SECTION 7 TOWNSHIP 27 SOUTH, RANGE 16 EAST, ACCORDING TO OFFICIAL MAP OF TARPON SPRINGS, A COPY OF WHICH WAS FILED ON FEBRUARY 25, 1920, AND RECORDED IN BOOK 4 PAGE 79 PUBLIC RECORDS OF PINELLAS COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT ¼ SECTION CORNER ON WEST SIDE OF SAID SECTION 7, THENCE NORTH 144 FT. ALONG WEST LINE OF SAID SECTION 7 TO CENTER LINE OF SPRUCE ST., THENCE EAST ON CENTER LINE OF SPRUCE ST. 536 5/10 FT. FOR A PLACE OF BEGINNING, THENCE NORTH 585 FT. THENCE EAST 300 FT. THENCE NORTH 266 4/10 FT. TO SOUTHERLY R.O.W. LINE OF ATLANTIC COAST LINE R.R. THENCE N. 77°22' E., 2059 7/10 FT. ALONG SAID R.O.W. LINE TO CENTERLINE OF MAGNOLIA AVE., THENCE SOUTH 1301 7/10 FT. ON SAID CENTERLINE, TO CENTER LINE OF SPRUCE ST., THENCE WEST 2310 FT. ON SAID CENTER LINE TO PLACE OF BEGINNING.



SCALE

1 INCH = 100 FEET.

I hereby certify that the property hereon shown has been surveyed and staked and that monuments have been set as indicated and that angles and dimensions are correct.

January 27 1926 M.A. Fuessington C.E.
State License 445

We hereby certify that the LAKE BUTLER VILLA Co. is the owner BLOCKS 8 & 9, Lot 1 Block 7 and that part of Blocks 1 & 2 lying South of Right of Way of Atlantic Coast Line Railroad all in Section 7 Township 27 South, Range 16 E according to Official map of Tarpon Springs, a copy of which was filed on February 25, 1920 and Recorded in Book 4 Page 79 Public Records of Pinellas Co. more particularly described above, which property is hereby platted as RIVO-ALTO, and by the authority vested in us, by the said LAKE BUTLER VILLA Co.'s Board of Directors, we hereby dedicate to Public use all streets shown hereon.

A reserve of 5 ft. across the rear of all lots is made for public utilities such as telephone, sewer, water etc.

Signed, sealed and delivered in the presence of:

Fred K Page
Witness

John K. Cheyney
President of LAKE BUTLER VILLA CO.

J. Elmer Hutchinson
Witness

O. Cramer
Secretary of LAKE BUTLER VILLA CO.

State of Florida

County of Pinellas. I hereby certify that on this 16th day of February A.D. 1926, before me, the undersigned authority, personally appeared JOHN K. CHEYNEY, well known to me to be the President and EDWARD O'CRAMER, the Secretary of the LAKE BUTLER VILLA Co. a corporation existing under the laws of the State of Florida, who executed the foregoing instrument on behalf of said corporation and severally acknowledged that they executed said instrument for and on behalf of and as the act and deed of said corporation and that there is affixed to said instrument the true and genuine corporate seal of the said LAKE BUTLER VILLA Co. and said seal was thereunto by them duly affixed by legal authority of said corporation.

Witness my hand and seal, the date aforesaid

Emma S. Johnson
Notary Public

My commission expires Jany 25th A.D. 1929

Approved by the City of Tarpon Springs Harry McCreary City Engineer.

Order: Image
Doc: FLPINE:MPLT 17-00002

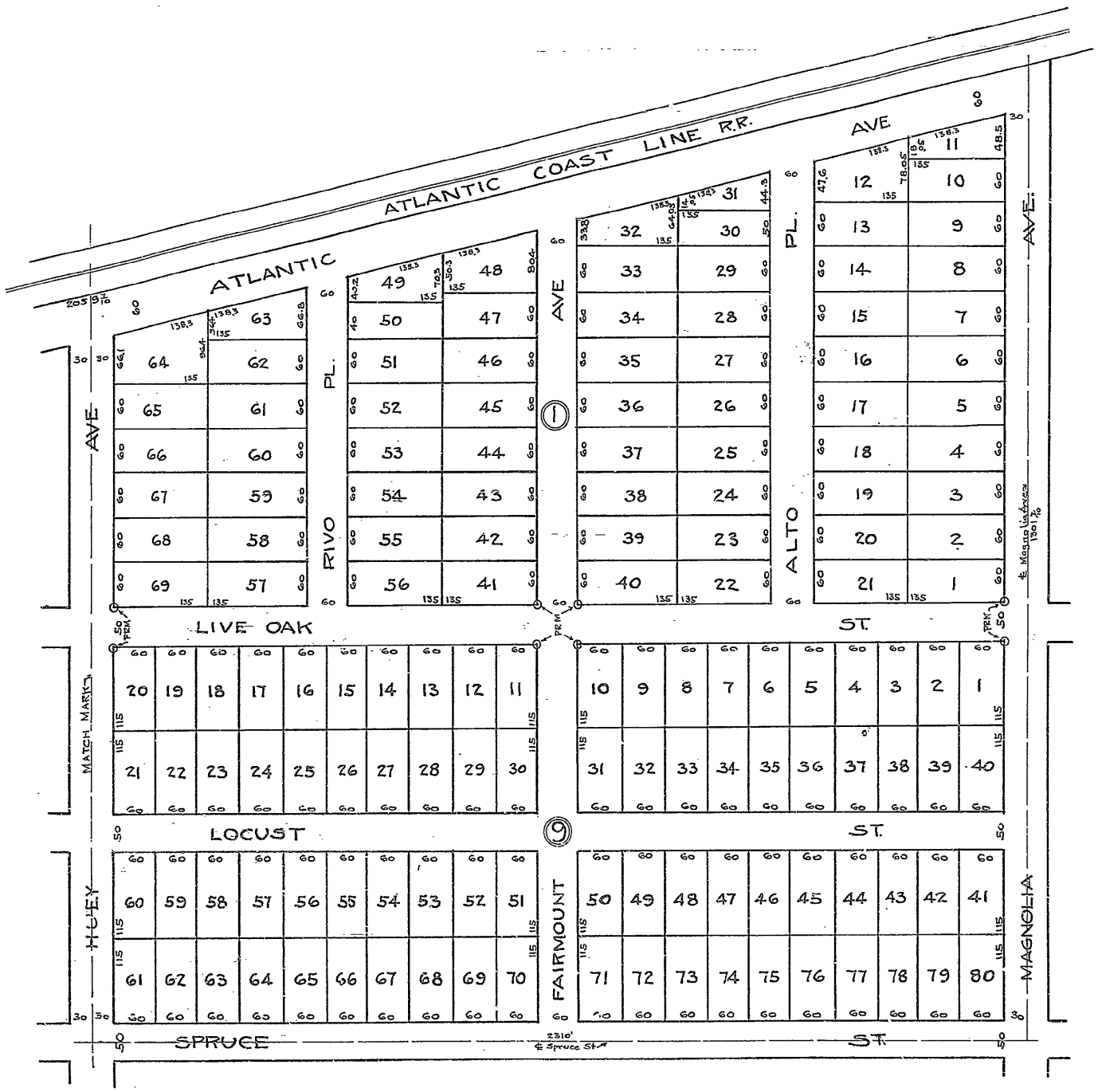
Requested By: roberttoadvine, Printed: 6/14/2024 1:57 PM

Order: Image
Doc: FLPINE:MPLT 17-00002

RIVO ALTO

TARPON SPRINGS PINELLAS CO. FLORIDA

THIS PLAT IN TWO SHEETS — SHEET TWO



Requested By: roberttoadvine. Printed: 6/14/2024 1:57 PM
Page 1094 of 1161
Page 2 of 2

EXHIBIT A

The Land referred to herein below is situated in the County of PINELLAS, State of Florida, and is described as follows:

Lots 12 through 20, Block 2, RIVO ALTO, according to the map or plat thereof, as recorded in Plat Book 17, Pages 2 and 3, of the Public Records of Pinellas County, Florida, together with vacated right of way of Atlantic Avenue and Parcels 3 and 5 located in the North 1/2 of the vacated right of way of Atlantic Avenue as described in Ordinance No. 85-40 recorded in Official Records Book 6094, Page 1661, of the Public Records of Pinellas County, Florida, as affected by and together with those portions vacated by and further described in Ordinance No. 97-31 recorded in Official Records Book 9819, Page 2105, of the Public Records of Pinellas County, Florida, LESS the South 15 feet of said Lots 12 and 20, and LESS the property conveyed to the City of Tarpon Springs recorded in Official Records Book 10070, Page 118, Public Records of Pinellas County, Florida.

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BOUNDARY SURVEY

THE MAP AND REPORT ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

SURVEYOR'S REPORT

LEGAL DESCRIPTION:

LOTS 12 THROUGH 20, BLOCK 2, RIVO ALTO, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGES 2 AND 3, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH THE SOUTHERLY 30 FEET OF VACATED STREET ABUTTING ON THE NORTH THEREOF LOTS 16 AND 17, BLOCK 2, AND TOGETHER WITH THE EASTERLY HALF OF THE NORTHERLY 79 FEET OF WALTON AVENUE LYING SOUTH OF PINELLAS TRAIL LYING WEST OF THE VACATED ATLANTIC AVENUE ABUTTING LOT 17, BLOCK 2, RIVO ALTO SUBDIVISION RECORDED IN PLAT BOOK 17, PAGE 2, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. LESS THE SOUTH 15 FEET OF SAID LOTS 12 AND 20 AND LESS THE PROPERTY CONVEYED TO THE CITY OF TARPON SPRINGS RECORDED IN OFFICIAL RECORDS BOOK 10070, PAGE 118, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

ACCURACY:

1. ALL MEASUREMENTS, DISTANCES, ELEVATIONS (IF SHOWN) AND FEATURES WERE PERFORMED IN STRICT ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE (5J-17FAC).

2. METHODS FOR ALL CONTROL MEASUREMENTS WERE MADE WITH A TRANSIT AND STEEL TAPE, OR DEVICES WITH EQUIVALENT OR HIGHER DEGREES OF ACCURACY.

3. THE ACCURACY STANDARD USED FOR THIS SURVEY, AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (5J-17 FAC), IS "COMMERCIAL/HIGH RISK", THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 10,000 FEET, THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE MET THIS REQUIREMENT.

DATA SOURCES:

1. BASIS OF BEARING IS THE NORTH RIGHT-OF-WAY OF LIVE OAK STREET, BEING S89°58'52"W. (3)

2. PLAT OF RIVO ALTO, RECORDED PLAT BOOK 17, PAGE 2, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

3. ORDINANCE 85-40, RECORDED 6094, PAGE 1661, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

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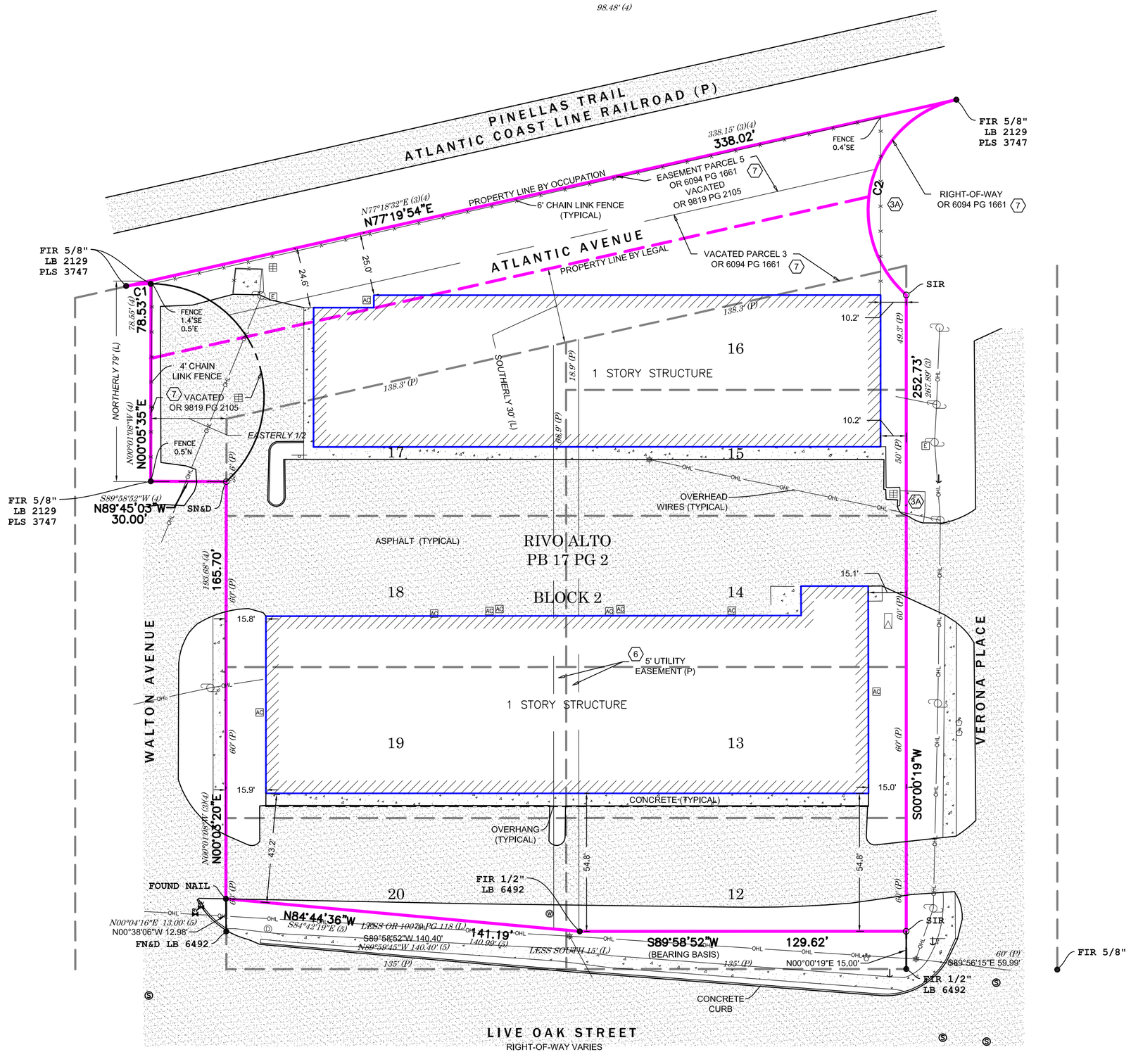

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9. THERE MAY BE ADDITIONAL UTILITY STRUCTURES (DRAINAGE, SANITARY, ELECTRIC, COMMUNICATIONS, ETC.) THAT WERE NOT READILY APPARENT AT THE TIME OF THE SURVEY.

BOUNDARY INCONSISTENCIES:

1. ANY ANGULAR AND/OR DIMENSIONAL DISCREPANCIES BETWEEN THE DESCRIPTION AND THE FIELD LOCATED OCCUPATION BOUNDARY CORNERS, AND BOUNDARY CORNERS WITH MULTIPLE BOUNDARY MONUMENTS ALONG WITH THEIR CORRESPONDING QUADRANT DIRECTIONAL MISSES, ARE SHOWN ON THE MAP OF SURVEY. ALL PERIMETER BEARINGS AND DISTANCES ARE BY FIELD MEASURED UNLESS SO NOTED.

N

0 30 60

SCALE: 1" = 30'

REVISIONS		
#	DATE	DETAILS

BULLSEYE SURVEYING, INC.

LB 7818
2198 NE COACHMAN ROAD, UNIT F
CLEARWATER, FL 33765
PHONE: 727-475-8088
FAX: 727-264-0457

PARCEL INFORMATION:
SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

PARCEL ADDRESS:
705 LIVE OAK ST, TARPON SPRINGS, FL 34689

PARCEL ID:
07-27-16-75996-002-0120

ABBREVIATIONS

DENOTES
(P)=PLAT INFORMATION
(L)=LEGAL DESCRIPTION INFORMATION
(#)=INFORMATION FROM DATA SOURCES
(#)=SCHEDULE BII EXCEPTION
FCM=FOUND CONCRETE MONUMENT
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SYMBOL LEGEND

DENOTES
AC AIR CONDITIONING EQUIPMENT
D DRAINAGE MANHOLE
E ELECTRIC EQUIPMENT
GUY ANCHOR
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LIGHT POLE (WOOD)
MAIL BOX
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GEORGE R. MARTIN
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 6019
STATE OF FLORIDA

FIELD BOOK / PAGE	SCALE	SHEET NUMBER
014/01-02	1"=30'	1 of 1
DRAFTED BY	SURVEY FIELD DATE	
GRM	7/13/2017	
PROJECT NUMBER	FILE NAME	
17-033	17-033.dwg	

Plat 17 2

ORDINANCE OF PARTIAL VACATION OF Rivo Alto
SUBDIVISION HAS BEEN RECORDED IN
IN O. R. BOOK 11066 PAGE 992
ON 9-27 2000
KARLEEN F. De BLAKER
Clerk of the Circuit Court
BY: Janice Fairchild DEPUTY CLERK

ORDINANCE OF PARTIAL VACATION OF Rivo Alto Sub.
SUBDIVISION HAS BEEN RECORDED IN
IN O. R. BOOK 8365 PAGE 1426
ON August 10 19 93
KARLEEN F. De BLAKER
Clerk of the Circuit Court
BY: Joanne Pollard DEPUTY CLERK

ORDINANCE OF PARTIAL VACATION OF Rivo Alto
SUBDIVISION HAS BEEN RECORDED IN
IN O. R. BOOK 8166 PAGE 2006
ON February 2 19 93
KARLEEN F. De BLAKER
Clerk of the Circuit Court
BY: Joanne Pollard DEPUTY CLERK

ORDINANCE OF PARTIAL VACATION OF Rivo Alto
SUBDIVISION HAS BEEN RECORDED IN
O. R. BOOK 6094 PAGE 1661
ON 10-14- 19 85
KARLEEN F. De BLAKER
Clerk of the Circuit Court
BY: Patricia A. Burke Deputy Clerk

ORDINANCE OF PARTIAL VACATION OF Rivo Alto
SUBDIVISION HAS BEEN RECORDED IN
O. R. BOOK 4467 PAGE 1387
ON 10-15- 1976
HAROLD MULLENDORE
Clerk of the Circuit Court
BY: Patricia Burke Deputy Clerk

ORDINANCE OF PARTIAL VACATION OF Rio Alto
SUBDIVISION HAS BEEN RECORDED IN
O. R. BOOK 3837 PAGE 651
ON 7-21- 1972
HAROLD MULLENDORE
Clerk of the Circuit Court
BY: Patricia Burke Deputy Clerk

RIVO ALTO

TARPON SPRINGS, PINELLAS CO. FLORIDA

THIS PLAT IN TWO SHEETS — SHEET ONE

LAKE BUTLER VILLA CO. OWNER.

A SUBDIVISION OF BLOCKS 8 & 9, LOT 1 BLOCK 7 AND THAT PORTION OF BLOCKS 1 & 2 LYING SOUTH OF THE RIGHT OF WAY OF THE ATLANTIC COAST LINE RAILROAD, ALL IN SECTION 7 TOWNSHIP 27 SOUTH, RANGE 16 EAST, ACCORDING TO OFFICIAL MAP OF TARPON SPRINGS, A COPY OF WHICH WAS FILED ON FEBRUARY 25, 1920, AND RECORDED IN BOOK 4 PAGE 79 PUBLIC RECORDS OF PINELLAS COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT ¼ SECTION CORNER ON WEST SIDE OF SAID SECTION 7, THENCE NORTH 144 FT. ALONG WEST LINE OF SAID SECTION 7 TO CENTER LINE OF SPRUCE ST., THENCE EAST ON CENTER LINE OF SPRUCE ST. 536⅝ FT. FOR A PLACE OF BEGINNING, THENCE NORTH 585 FT. THENCE EAST 300 FT. THENCE NORTH 266⅛ FT TO SOUTHERLY R.O.W. LINE OF ATLANTIC COAST LINE R.R. THENCE N. 77°-22' E., 2059⅞ FT. ALONG SAID R.O.W. LINE TO CENTER LINE OF MAGNOLIA AVE., THENCE SOUTH 1301⅞ FT. ON SAID CENTER LINE, TO CENTER LINE OF SPRUCE ST., THENCE WEST 2310 FT. ON SAID CENTER LINE TO PLACE OF BEGINNING

SCALE
1 INCH = 100 FEET

ORDINANCE OF PARTIAL VACATION OF Rivo Alto
SUBDIVISION HAS BEEN RECORDED IN
O. R. BOOK 5979 PAGE 558
ON 4-25-19 85
KARLEEN F. De BLAKER
Clerk of the Circuit Court
BY: Patricia Burke Deputy Clerk

ORDINANCE OF PARTIAL VACATION OF Rivo Alto
SUBDIVISION HAS BEEN RECORDED IN
O. R. BOOK 5979 PAGE 560
ON 4-25- 1985
KARLEEN F. De BLAKER
Clerk of the Circuit Court
BY: Patricia Burke Deputy Clerk

I hereby certify that the property hereon shown has been surveyed and staked and that monuments have been set as indicated and that angles and dimensions are correct.

January 27 1926 M.A. Livingston C.E.
State License 445

We hereby certify that the LAKE BUTLER VILLA Co is the owner BLOCKS 8 & 9, Lot 1 Block 7 and that part of Blocks 1 & 2 lying South of Right of Way of Atlantic Coast Line Railroad all in Section 7 Township 27 South, Range 16 E according to Official map of Tarpon Springs, a copy of which was filed on February 25, 1920 and Recorded in Book 4 Page 79 Public Records of Pinellas Co. more particularly described above, which property is hereby platted as RIVO-ALTO, and by the authority vested in us, by the said LAKE BUTLER VILLA Co's Board of Directors, we hereby dedicate to Public use all streets shown hereon.

A reserve of 5ft. across the rear of all lots is made for public utilities such as telephone, sewer, water etc.

Signed, sealed and delivered in the presence of.

Fred K Page
Witness

J. Elmer Hutchinson
Witness

John K. Cheyney
President of LAKE BUTLER VILLA Co.

W. Thomas
Secretary of LAKE BUTLER VILLA Co.

State of Florida
County of Pinellas. I hereby certify that on this 16th day of February A.D. 1926, before me, the undersigned authority, personally appeared JOHN K. CHEYNEY, well known to me to be the President and EDWARD O'CRAMER, the Secretary, of the LAKE BUTLER VILLA Co. a corporation existing under the laws of the State of Florida, who executed the foregoing instrument on behalf of said corporation and severally acknowledged that they executed said instrument for and on behalf of and as the act and deed of said corporation and that there is affixed to said instrument the true and genuine corporate seal of the said LAKE BUTLER VILLA Co. and said seal was thereunto by them duly affixed by legal authority of said corporation.

Witness my hand and seal, the date aforesaid

Emma S. Johnson
Notary Public
My commission expires January 15th A.D. 1929

Approved by the City of Tarpon Springs Harry McCreary City Engineer.

Book 19 Page 243
FILED MAR 1 1926 AT 9:30 A.M.
AND RECORDED IN THIS PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND ON THE SAME DAY
E. [illegible] Clerk
By [illegible] D.C.

July 29, 2024
Spencer Whittaker, Esq.
Williams & Doddridge PA
(727) 846-8500
6337 Grand Boulevard
New Port Richey, Florida 34652

RE: No Objection (705 E Live Oak St.)

Dear Spencer,

The Clearwater Gas System (CGS),

- ■ has no objection or conflict with your proposed:
  - ■ Vacation of Easement
  - □ Plat
  - □ Construction (Outside CGS service area)
  - □ Other – Vacation of ROW
- □ maintains facilities within the area. One of the following conditions must be met prior to the release of a "No Objection" letter:

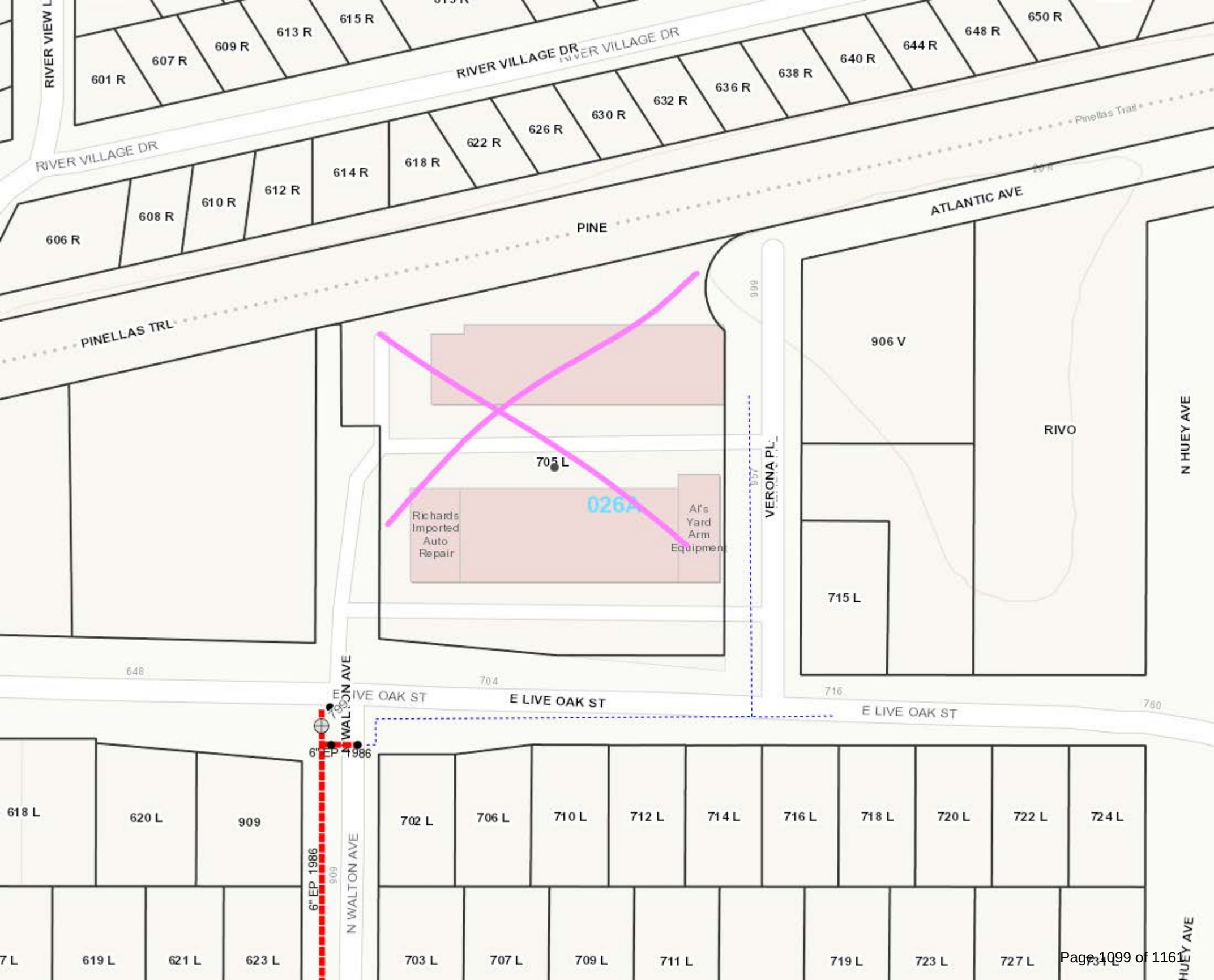
A. The owner/developer must reimburse The Clearwater Gas System for all cost incurred by relocation of our facilities.

B. A utility easement must be platted to encompass existing facilities.

Clearwater Gas System appreciates your help in this matter. If you have any questions, please contact me at (727) 444-8920, or at Clifton.whitaker@clearwatergas.com.

Sincerely,

Clifton Whitaker
Engineering Technician
Clearwater Gas System


RIVER VILLAGE DR
601 R
607 R
609 R
613 R
615 R
650 R
648 R
644 R
640 R
638 R
636 R
632 R
630 R
626 R
622 R
618 R
614 R
612 R
610 R
608 R
606 R
PINE
ATLANTIC AVE
PINELLAS TRL
Pinellas Trail
705 L
026A
Richards Imported Auto Repair
Al's Yard Arm Equipment
VERONA PL
906 V
RIVO
715 L
N HUEY AVE
E LIVE OAK ST
N WALTON AVE
6" EP 1986
618 L
620 L
909
702 L
706 L
710 L
712 L
714 L
716 L
718 L
720 L
722 L
724 L
619 L
621 L
623 L
703 L
707 L
709 L
711 L
719 L
723 L
727 L

452 East Crown Point Road
Winter Garden, Florida 34787
Irma.Cuadra@duke-energy.com

Jul. 31, 2024

Via email: spencer@flprobatetrustlaw.com

Spencer Whittaker, Esq.
Williams & Doddridge PA
6337 Grand Boulevard
New Port Richey, Florida 34652

RE: Vacation of Platted Easement
705 E. Live Oak Street, Tarpon Springs
Pinellas County, Florida

Dear Mr. Whittaker,

Please be advised that Duke Energy has **"no objection"** to the vacation and abandonment of ten (10') foot utility easement lying West of Lots 12 – 16 and East of Lots 17 – 20, RIVO ALTO, as recorded in Plat Book 17, Page 2, of the Public Records of Pinellas County, Florida, being more particularly as shown on the accompanying Boundary Survey, drawn by Bullseye Surveying, Inc., dated July 13, 2017, Project # 17-033, attached hereto and by this reference made a part hereof.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,
Irma Cuadra
Irma Cuadra
Senior Research Specialist

Attachment

BOUNDARY SURVEY

THE MAP AND REPORT ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

SURVEYOR'S REPORT

LEGAL DESCRIPTION:

LOTS 12 THROUGH 20, BLOCK 2, RIVO ALTO, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGES 2 AND 3, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH THE SOUTHERLY 30 FEET OF VACATED STREET ABUTTING ON THE NORTH THEREOF LOTS 16 AND 17, BLOCK 2, AND TOGETHER WITH THE EASTERLY HALF OF THE NORTHERLY 79 FEET OF WALTON AVENUE LYING SOUTH OF PINELLAS TRAIL LYING WEST OF THE VACATED ATLANTIC AVENUE ABUTTING LOT 17, BLOCK 2, RIVO ALTO SUBDIVISION RECORDED IN PLAT BOOK 17, PAGE 2, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. LESS THE SOUTH 15 FEET OF SAID LOTS 12 AND 20 AND LESS THE PROPERTY CONVEYED TO THE CITY OF TARPON SPRINGS RECORDED IN OFFICIAL RECORDS BOOK 10070, PAGE 118, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

ACCURACY:

1. ALL MEASUREMENTS, DISTANCES, ELEVATIONS (IF SHOWN) AND FEATURES WERE PERFORMED IN STRICT ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE (5J-17FAC).

2. METHODS FOR ALL CONTROL MEASUREMENTS WERE MADE WITH A TRANSIT AND STEEL TAPE, OR DEVICES WITH EQUIVALENT OR HIGHER DEGREES OF ACCURACY.

3. THE ACCURACY STANDARD USED FOR THIS SURVEY, AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (5J-17 FAC), IS "COMMERCIAL/HIGH RISK", THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 10,000 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE MET THIS REQUIREMENT.

DATA SOURCES:

1. BASIS OF BEARING IS THE NORTH RIGHT-OF-WAY OF LIVE OAK STREET, BEING S89°58'52"W. (3)

2. PLAT OF RIVO ALTO, RECORDED PLAT BOOK 17, PAGE 2, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

3. ORDINANCE 85-40, RECORDED 6094, PAGE 1661, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

4. ORDINANCE NO. 97-31, RECORDED OFFICIAL RECORDS BOOK 9819, PAGE 2105, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

5. WARRANTY DEED, RECORDED OFFICIAL RECORDS BOOK 10070, PAGE 118, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

6. FIDELITY NATIONAL TITLE INSURANCE COMPANY , COMMITMENT FOR TITLE INSURANCE, COUNTERSIGNED :WOLLINKA-WIKLE TITLE INSURANCE AGENCY, FILE NO.: TIA17269FN, EFFECTIVE DATE: JUNE 25, 2017 @ 05:00 PM

SCHEDULE B - SECTION II EXCEPTIONS ARE AS FOLLOWS:

1. *DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.* SURVEYOR'S COMMENT: NOT A SURVEY RELATED EXCEPTION.

2. *TAXES AND ASSESSMENTS FOR THE YEAR 2017 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.* SURVEYOR'S COMMENT: NOT A SURVEY RELATED EXCEPTION.

3. *STANDARD EXCEPTIONS:*

A. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. SURVEYOR'S COMMENT: SHOWN HEREON.

B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. SURVEYOR'S COMMENT: ABOVE GROUND UTILITIES AND OVERHEAD WIRES SHOWN HEREON.

C. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. SURVEYOR'S COMMENT: NOT A SURVEY RELATED EXCEPTION.

D. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS. SURVEYOR'S COMMENT: NOT A SURVEY RELATED EXCEPTION.

4. *ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND.* SURVEYOR'S COMMENT: NOT A SURVEY RELATED EXCEPTION.

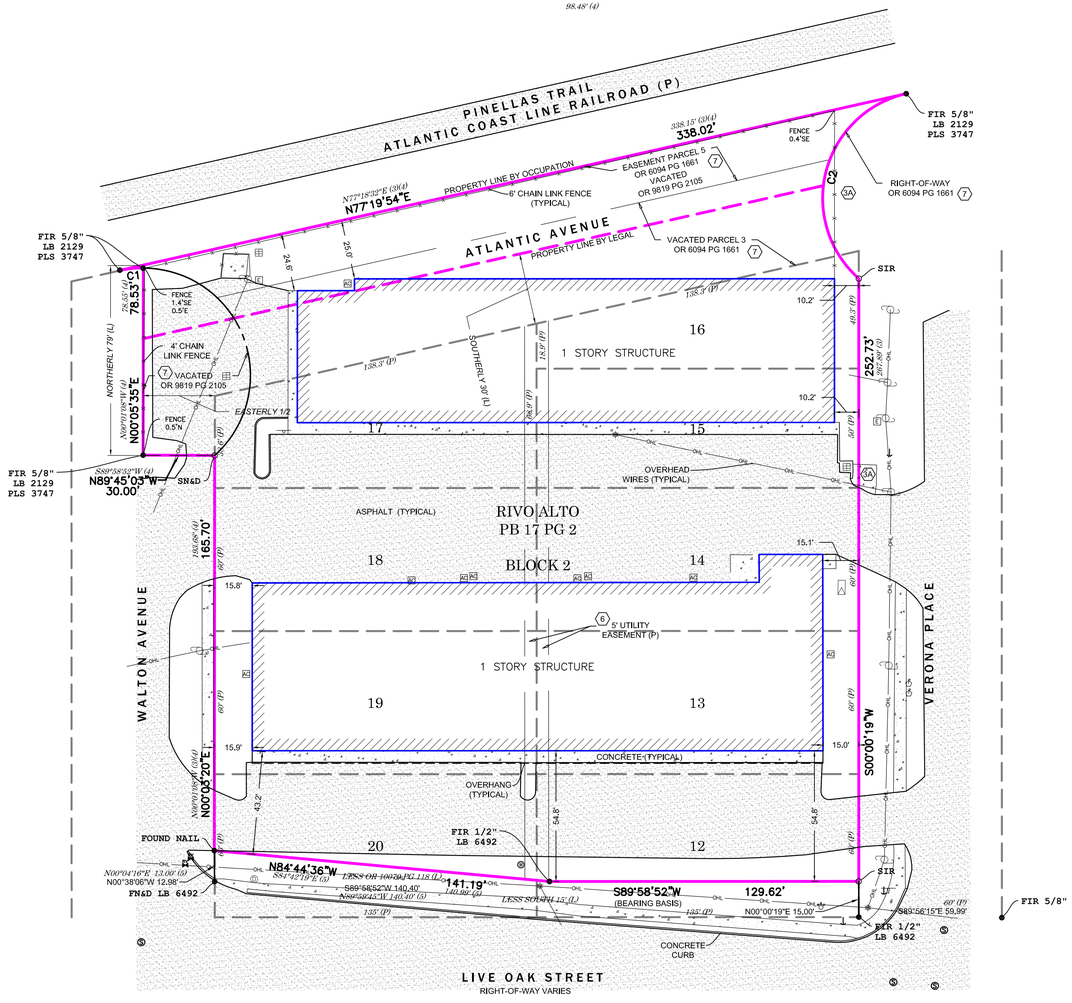
5. *RIGHTS OF TENANTS OCCUPYING ALL OR PAN OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS.* SURVEYOR'S COMMENT: NOT A SURVEY RELATED EXCEPTION.

6. *EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF RIVO ALTO, RECORDED IN PLAT BOOK 17, PAGES 2 AND 3.* SURVEYOR'S COMMENT: SHOWN HEREON.

7. *EASEMENTS AS CONTAINED IN ORDINANCE NO. 340 RECORDED IN DEED BOOK 1542, PAGE 610 AND ORDINANCE NO. 85-40 RECORDED IN OFFICIAL RECORDS BOOK 6094, PAGE 1661, BOTH AFFECTED BY ORDINANCE NO. 97-31 RECORDED IN OFFICIAL RECORDS BOOK 9819, PAGE 2105.* SURVEYOR'S COMMENT: NO COPY OF DEED BOOK 1542, PAGE 610 PROVIDED, OTHER DOCUMENTS SHOWN HEREON.

Curve Table					
CURVE #	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	45.00'	12°48'45"	10.06'	10.04'	S83°48'02"W
C2	45.00'	125°39'41"	98.69'	80.07'	S14°21'58"W

98.49' (3)
98.48' (4)



LIMITATIONS:

1. PURPOSE OF SURVEY: TO DOCUMENT THE PERIMETERS, OR ANY ONE OF THEM, OF A PARCEL OR TRACT OF LAND BY ESTABLISHING OR RE-ESTABLISHING CORNERS, MONUMENTS,AND BOUNDARY LINES FOR THE PURPOSES OF DESCRIBING THE PARCEL, LOCATING FIXED IMPROVEMENTS ON THE PARCEL, DIVIDING THE PARCEL, OR PLATTING.

2. USE OF THIS SURVEY BY ANYONE OTHER THAN THOSE PREPARED FOR / CERTIFIED TO, WILL BE THE RE-USERS SOLE RISK WITHOUT LIABILITY TO THE SURVEYOR.

3. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

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5. SUBJECT PROPERTY APPEARS TO LIE WITHIN FLOOD ZONES X & X (SHADED) ACCORDING TO THE CURRENT FLOOD INSURANCE RATE MAP, PINELLAS COUNTY, FLORIDA, MAP NUMBER 12103C0365F, COMMUNITY: CITY OF TARPON SPRINGS, 120259, MAP REVISED DATE: SEPTEMBER 3, 2003, MAP INDEX NUMBER 12103CIND1C, MAP REVISED: AUGUST 18, 2009. AN ACCURATE ZONE DETERMINATION SHOULD BE MADE BY THE PREPARER OF SAID MAP, THE FEDERAL EMERGENCY MANAGEMENT AGENCY, OR THE LOCAL GOVERNMENTAL AGENCY HAVING JURISDICTION OVER SUCH MATTERS PRIOR TO ANY JUDGMENTS BEING MADE FROM THE ZONE AS NOTED.

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N

0 30 60

SCALE: 1" = 30'

REVISIONS		
#	DATE	DETAILS

BULLSEYE SURVEYING, INC.

LB 7818
2198 NE COACHMAN ROAD, UNIT F
CLEARWATER, FL 33765
PHONE: 727-475-8088
FAX: 727-264-0457

PARCEL INFORMATION:
SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

PARCEL ADDRESS:
705 LIVE OAK ST, TARPON SPRINGS, FL 34689

PARCEL ID:
07-27-16-75996-002-0120

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RECLAIMED WATER VALVE
S SANITARY MANHOLE
SIGN
UTILITY POLE (WOOD)
W WELL

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CERTIFIED TO:

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- FIDELITY NATIONAL TITLE INSURANCE COMPANY
- WOLLINKA-WIKLE TITLE INSURANCE AGENCY

GEORGE R. MARTIN
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 6019
STATE OF FLORIDA

FIELD BOOK / PAGE	SCALE	SHEET NUMBER
014/01-02	1"=30'	1 of 1
DRAFTED BY	SURVEY FIELD DATE	
GRM	7/13/2017	
PROJECT NUMBER	FILE NAME	
17-033	17-033.dwg	

July 26,2024

Spencer Whittaker, Esq.
Williams & Doddridge PA
727-846-8500
6337 Grand Boulevard
New Port Richey, Florida 34652

Re: 705 E. Live Oak St. Tarpon Springs FL.34689 - Parcel 07-27-16-75996-002-0120

Thank you for advising **Wide Open West (WOW!)** on the subject project.

_XXX **WOW! Has "No Objection "with Proposed Vacation of the Right of Way. Running East and West through the Middle of the Property .**

Please refer any further correspondence to:

WOW!
Dave Hamlin
Construction Coordinator
3001 Gandy Blvd. N.
Pinellas Park, FL 33782

Sincerely,

David E. Hamlin Jr.
Construction Project Coordinator
WOW!
(678) 409-8721 Cell

Charter
COMMUNICATIONS

Date: August 21, 2024

Re: Request to Vacate Easement - 705 E Live Oak Street, Tarpon Springs, Florida 34689

XXX Charter Communications has no objections in the request to vacate the easement.

_____Charter Communications has no objections provided easements for our facilities are Retained / granted

_____ Charter Communications has facilities that would need to relocated and the applicant would be responsible for this expense. Payment in full would be required to proceed with vacation of the easement.

_____ In order to properly evaluate this request, Charter Communications will need detailed plans of facilities proposed for subject areas.

_____ Charter Communications has facilities within this area, which may conflict with subject project please call 811 to have locating. **SEE NOTES**

____ Charter Communications requires 30 days written notice prior to construction start date to relocate their facilities.

NOTES: see display of location included.

Sincerely,

Jeremy K. Corvette

Jeremy Corvette
Construction Manager
Charter Communications
Pinellas County
Phone 941-345-1348 _____

BOUNDARY SURVEY

THE MAP AND REPORT ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

SURVEYOR'S REPORT

LEGAL DESCRIPTION:

LOTS 12 THROUGH 20, BLOCK 2, RIVO ALTO, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 2 AND 3, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH THE SOUTHERLY 30 FEET OF VACATED STREET ABUTTING ON THE NORTH THEREOF LOTS 16 AND 17, BLOCK 2, AND TOGETHER WITH THE EASTERLY HALF OF THE NORTHERLY 7½ FEET OF WALTON AVENUE, LYING SOUTH OF PINELLAS TRAIL, LYING WEST OF THE VACATED ATLANTIC AVENUE ABUTTING LOT 17, BLOCK 2, RIVO ALTO SAID RIGHT-OF-WAY BEING SHOWN ON PLAT BOOK 17, PAGE 2, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 15 FEET OF SAID LOTS 19 AND 20 AND LESS AND EXCEPT THE PROPERTY CONVEYED TO THE CITY OF TARPON SPRINGS AS RECORDED IN OFFICIAL RECORDS BOOK 19646, PAGE 116, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

ACCURACY:

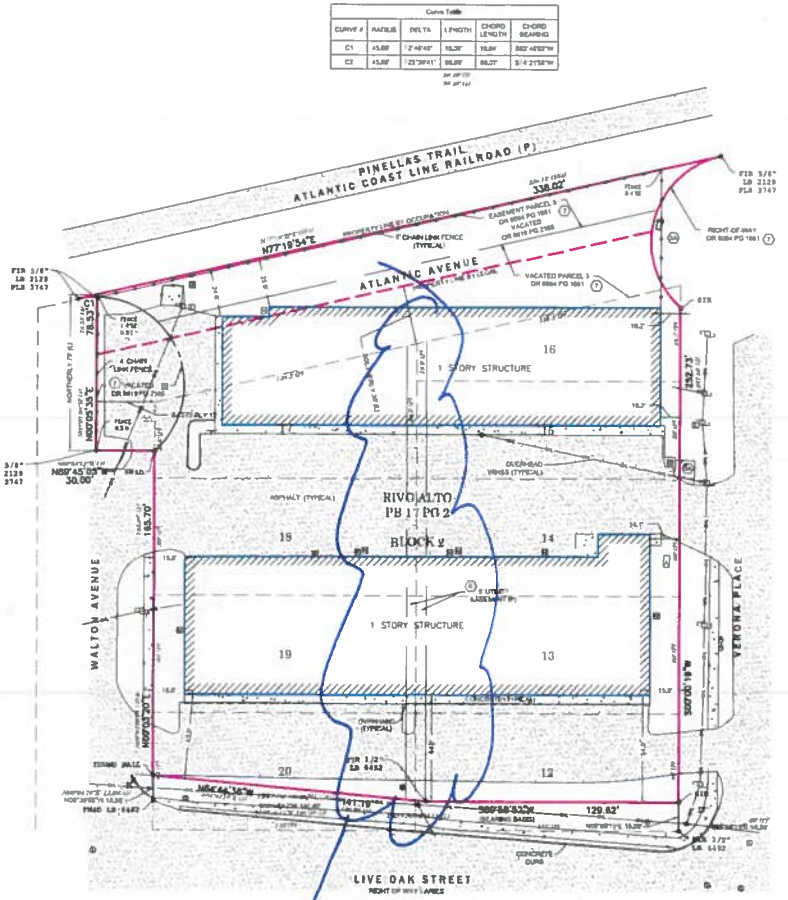
1. ALL MEASUREMENTS, DISTANCES, ELEVATIONS (IF SHOWN) AND FEATURES WERE PERFORMED IN STRICT ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE (5J-17.AC).
2. METHODS FOR ALL CONTROL MEASUREMENTS WERE MADE WITH A TRANSIT AND STEEL TAPE OR DEVICES WITH EQUAL OR BETTER DEGREES OF ACCURACY.
3. THE ACCURACY STANDARD USED FOR THIS SURVEY, AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (5J-17.AC), IS "COMMERCIAL/HIGH RISK". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 10,000 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE MET THIS REQUIREMENT.

DATA SOURCES:

1. BASIS OF BEARING IS THE NORTH RIGHT-OF-WAY OF LAKE OAK STREET, BEING S89°45'30"W, (M).
2. PLAT OF RIVO ALTO, RECORDED PLAT BOOK 17, PAGE 2, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
3. ORDINANCE 88-49, RECORDED 6884, PAGE 1661, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
4. ORDINANCE NO. 97-31, RECORDED OFFICIAL RECORDS BOOK 8619, PAGE 2185, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
5. WARRANTY DEED, RECORDED OR-1634, RECORDS BOOK 10878, PAGE 119, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
6. FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT FOR TITLE INSURANCE, COUNTERSIGNED: WOLLINKA-WIKLE TITLE INSURANCE AGENCY, FILE NO.: TR-17269PN, EFFECTIVE DATE: JUNE 23, 2017 @ 05:00 PM

SCHEDULE B - SECTION II EXCEPTIONS ARE AS FOLLOWS:

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. SURVEYOR'S COMMENT: NOT A SURVEY RELATED EXCEPTION.
2. TAXES AND ASSESSMENTS FOR THE YEAR 2017 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE. SURVEYOR'S COMMENT: NOT A SURVEY RELATED EXCEPTION.
3. STANDARD EXCEPTIONS.
4. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. SURVEYOR'S COMMENT: SHOWN HEREON.
5. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. SURVEYOR'S COMMENT: ABOVE GROUND UTILITIES AND OVERHEAD WIRES SHOWN HEREON.
6. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. SURVEYOR'S COMMENT: NOT A SURVEY RELATED EXCEPTION.
7. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS. SURVEYOR'S COMMENT: NOT A SURVEY RELATED EXCEPTION.
8. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICES BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND. SURVEYOR'S COMMENT: NOT A SURVEY RELATED EXCEPTION.
9. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR MINERAL AGREEMENTS. SURVEYOR'S COMMENT: NOT A SURVEY RELATED EXCEPTION.
10. EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF RIVO ALTO, RECORDED IN PLAT BOOK 17, PAGES 2 AND 3. SURVEYOR'S COMMENT: SHOWN HEREON.
11. EASEMENTS AS CONTAINED IN ORDINANCE NO. 549 RECORDED IN DEED BOOK 1542, PAGE 618 AND ORDINANCE NO. 88-49 RECORDED IN OFFICIAL RECORDS BOOK 6884, PAGE 1661, BOTH AFFECTED BY ORDINANCE NO. 97-31 RECORDED IN OFFICIAL RECORDS BOOK 8619, PAGE 2185. SURVEYOR'S COMMENT: NO COPY OF DEED BOOK 1542, PAGE 618 PROVIDED. OTHER DOCUMENTS SHOWN HEREON.



Curve Table					
CURVE #	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	45.00'	7°48'49"	15.30'	15.22'	S85°48'58"W
C2	45.00'	23°39'41"	18.59'	18.27'	S14°21'58"W

NO OBJECTION TO VACATE
Jeremy K. Comette
8-21-2024

N
0 30 60
SCALE: 1" = 30'

LIMITATIONS:

1. PURPOSE OF SURVEY: TO DOCUMENT THE PERIMETERS, OR ANY ONE OF THEM, OF A PARCEL OF LAND BY ESTABLISHING OR RE-ESTABLISHING CORNERS, MONUMENTS AND BOUNDARY LINES FOR THE PURPOSES OF DESCRIBING THE PARCEL, LOCATING TITLED IMPROVEMENTS ON THE PARCEL, DIVIDING THE PARCEL, OR PLATTING.
2. USE OF THIS SURVEY BY ANYONE EITHER OTHER THAN THOSE PREPARED FOR / CERTIFIED TO WILL BE THE RE-USERS SOLE RISK WITHOUT LIABILITY TO THE SURVEYOR.
3. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
4. UNDERGROUND FOUNDATIONS AND THEIR LOCATIONS MAY HAVE NOT BEEN DETERMINED.
5. SUBJECT PROPERTY APPEARS TO LIE WITHIN FLOOD ZONES X & X (SHADED) ACCORDING TO THE CURRENT FLOOD INSURANCE RATE MAP FOR PINELLAS COUNTY, FLORIDA, MAP NUMBER 12103C0359G, COMMUNITY: CITY OF TARPON SPRINGS, 125029, MAP REVISED DATE: SEPTEMBER 3, 2003, MAP INDEX NUMBER 12103C0359 G, MAP REVISED: AUGUST 18, 2009. AN ACCURATE ZONE DETERMINATION SHALL BE MADE BY THE PREPARER OF SAID MAP. THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON THE LOCAL GOVERNMENTAL AGENCY HAVING JURISDICTION OVER SUCH MATTERS PRIOR TO ANY IMPROVEMENTS BEING MADE FROM THE ZONE AS NOTED.
6. IRRIGATION EQUIPMENT AND / OR OTHER APPURTENANCES MAY NOT BEEN MAPPED.
7. THERE MAY EXIST ADDITIONAL EASEMENTS AND/OR RESTRICTIONS THAT CAN BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
8. ONLY THE UNDERGROUND UTILITIES AND / OR THEIR APPURTENANCES WHICH WERE READILY APPARENT FROM GROUND LEVEL TO THE SURVEYOR ON THE ACTUAL DAY OF THE FIELD SURVEY WERE LOCATED. NO EXCAVATIONS OR SUBSURFACE WORK EFFORTS OF ANY KIND WERE PERFORMED BY THE SURVEYOR TO VERIFY THE EXISTENCE OF ANY UNDERGROUND UTILITIES AND / OR THEIR APPURTENANCES, THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES AND / OR THEIR APPURTENANCES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED.
9. THERE MAY BE ADDITIONAL UTILITY STRUCTURES (DRAINAGE, SANITARY, ELECTRIC, COMMUNICATIONS, ETC.) THAT WERE NOT VISIBLE / APPARENT AT THE TIME OF THE SURVEY.

BOUNDARY INCONSISTENCIES:

1. ANY ANGULAR AND/OR DIMENSIONAL DISCREPANCIES BETWEEN THE DESCRIPTION AND THE FIELD LOCATED OCCUPATION, BOUNDARY CORNERS, AND BOUNDARY CONFLICTS WITH MULTIPLE BOUNDARY MONUMENTS ALONG WITH THEIR CORRESPONDING QUADRANT DIRECTIONAL MEASURES, ARE SHOWN ON THE MAP OF SURVEY. ALL PERIMETER BEARINGS AND DISTANCES ARE BY FIELD MEASURED UNLESS SO NOTED.

REVISIONS		
#	DATE	DETAILS

BULLSEYE SURVEYING, INC.
LB 7818
2198 NE COACHMAN ROAD, UNIT F
CLEARWATER, FL 33765
PHONE: 727-475-8088
FAX: 727-264-0457

PARCEL INFORMATION:
22 / 27 / 34 / 7 TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

PARCEL ADDRESS:
700 LIVE OAK ST, TARPON SPRINGS, FL 34689

PARCEL ID:
07 27 16 75996-002-0120

ABBREVIATIONS

DENOTES
(P)=PLAT INFORMATION
(L)=LEGAL DESCRIPTION INFORMATION
(F)=INFORMATION FROM DATA SOURCES
(#)=SCHEDULE B# EXCEPTION
FCM=FOUND CONCRETE MONUMENT
FIR=FOUND IRON REBAR (SIZE AS NOTED)
FN&D=FOUND NAIL & DISK
LB=LICENSED BUSINESS
LS=LICENSED SURVEYOR
OR=OFFICIAL RECORDS BOOK
PB=PLAT BOOK
PG=PAGE
PLS=PROFESSIONAL LICENSED SURVEYOR
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
PLS=PROFESSIONAL LICENSED SURVEYOR
PSM=PROFESSIONAL SURVEYOR AND MAPPER
R/W=RIGHT-OF-WAY
RLS=REGISTERED LICENSED SURVEYOR
SIR=SET 1/2" REBAR AND CAP LB 7818
SN&D=SET NAIL AND DISK LB 7818

SYMBOL LEGEND

DENOTES
AIR CONDITIONING EQUIPMENT
DRAINAGE MANHOLE
ELECTRIC EQUIPMENT
GUY ANCHOR
GRATE INLET
LIGHT POLE (WOOD)
MAIL BOX
MITERED END SECTION
RECLAIMED WATER VALVE
SANITARY MANHOLE
SIGN
UTILITY POLE (WOOD)
WELL

THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ADDITIONS OR DELETIONS TO SURVEY REPORTS OR MAPS BY ANYONE OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED

CERTIFIED TO:

- PJW PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY
- FIDELITY NATIONAL TITLE INSURANCE COMPANY
- WOLLINKA-WIKLE TITLE INSURANCE AGENCY

GEORGE R. MARTIN
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 6019
STATE OF FLORIDA

FIELD BOOK / PAGE	SCALE	SHEET NUMBER
014/01-02	1"=30'	1 of 1
DRAWN BY: GRM	SURVEY FIELD DATE: 7/13/2017	
PROJECT NUMBER: 17-033	FILE NAME: 17-033.dwg	

FRONTIER

frontier.com

8/2/2024

Spencer Whittaker, Esq.
Williams & Doddridge PA
727-846-8500
6337 Grand Boulevard
New Port Richey, Florida 34652

RE: Vacation of Easement - 705 E Live Oak Street

Dear Mr. Whittaker,

☒ Our records do not indicate that there are Frontier Communications facilities in the area of the vacate request as per the attachment provided.

☒ Frontier Florida LLC has no objection to the above referenced request as per the attachment.

☐ Frontier Florida LLC objects to the above referenced request as per the attachment.

☐ Frontier Communications has facilities within the proposed vacate area. A recordable non-exclusive Easement in favor of Frontier will be required for Frontier Communications facilities to remain in the proposed vacated R.O.W.

☐ Frontier Communications has facilities in the area, which may be in conflict with your proposed construction plans. Please contact “Sunshine State One-Call of Florida, Inc.” by dialing 811, 48 hours prior to the start of your work to have these facilities located for you. Please take all necessary precautions to protect and avoid damage of these facilities during your construction.

☐ Frontier Communications has facilities in the area, which may be in conflict with your proposed construction plans. Please send a set of construction plans and references to the Frontier Communications Engineering Department in regards to the above project.

☐ Frontier Communications has facilities in the area of your proposed construction. Prepayment is required to markup a set of construction plans in order to confirm and accurately depict Frontier Communications facilities. There will also be a reimbursement of all costs required for relocation/adjustments of Frontier Communications facilities needed to accommodate the proposed construction project.

Please call me if you have any questions or need any additional information at (813) 895-8442.

Sincerely,

Daniel Collings

Daniel Collings
Frontier Communications

I#: 2017265495 BK: 19753 PG: 1901, 08/25/2017 at 05:54 PM, RECORDING 1 PAGES $10.00 D DOC STAMP COLLECTION $8400.00 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK: CLKPR10

Prepared by:
Julie Knous, an employee of
Wollinka-Wikle Title Insurance Agency, Inc.
3204 Alternate 19 N
Palm Harbor, Florida 34683
Consideration: $1,200,000.00
File Number: TIA17269FN

General Warranty Deed

Made this August 23, 2017 A.D. By

Ann R. Scott, as Trustee of the Ann R. Scott Revocable Living Trust Agreement Dated June 27, 2003 and Ann R. Scott, Individually and as to a Life Estate, whose address is: 1664 Jeffords St., Clearwater, Florida 33756, hereinafter called the grantor, to

PJW PROPERTIES, LLC, a Florida Limited Liability Company,
whose post office address is: 3204 Alternate 19 N. Palm Harbor, FL 34683 , hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Pinellas County, Florida, viz:

Lots 12 through 20, Block 2, Rivo Alto, according to the map or plat thereof as recorded in Plat Book 17, Pages 2 and 3, Public Records of Pinellas County, Florida, together with vacated right of way of Atlantic Avenue and Parcels 3 and 5 located in the North 1/2 of the vacated right of way of Atlantic Avenue as described in Ordinance No. 85-40 recorded in Official Records Book 6094, Page 1661, Public Records of Pinellas County, Florida, as affected by and together with those portions vacated by and further described in Ordinance No. 97-31 recorded in Official Records Book 9819, Page 2105, Public Records of Pinellas County, Florida, LESS the South 15 feet of said Lots 12 and 20 and LESS the property conveyed to the City of Tarpon Springs recorded in Official Records Book 10070, Page 118, Public Records of Pinellas County, Florida.

Parcel ID Number: **07-27-16-75996-002-0120**

Said property is not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor reside thereon.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2016.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

x _____
Witness Printed Name William Wikle

x _____
Witness Printed Name RYAN SINNOTT

x Ann R. Scott, Ind. (Seal)
Ann R. Scott, Individually
Address: 1664 Jeffords St., Clearwater, Florida 33756

x Ann R. Scott Trustee (Seal)
Ann R. Scott, as Trustee of the Ann R. Scott Revocable Living Trust Agreement Dated June 27, 2003
Address: 1664 Jeffords St., Clearwater, Florida 33756

State of Florida
County of Pinellas

The foregoing instrument was acknowledged before me this 23RD day of August, 2017, by Ann R. Scott, Individually and as Trustee of the Ann R. Scott Revocable Living Trust Agreement Dated June 27, 2003, who is/are personally known to me or who has produced FL DR. LICENSE as identification.

(seal)

RYAN SINNOTT
State of Florida-Notary Public
Commission # GG 124837
My Commission Expires
July 16, 2021

Ryan Sinnott
Notary Public
Print Name: RYAN SINNOTT
My Commission Expires: 7/16/2021

EXHIBIT A

The Land referred to herein below is situated in the County of PINELLAS, State of Florida, and is described as follows:

Lots 12 through 20, Block 2, RIVO ALTO, according to the map or plat thereof, as recorded in Plat Book 17, Pages 2 and 3, of the Public Records of Pinellas County, Florida, together with vacated right of way of Atlantic Avenue and Parcels 3 and 5 located in the North 1/2 of the vacated right of way of Atlantic Avenue as described in Ordinance No. 85-40 recorded in Official Records Book 6094, Page 1661, of the Public Records of Pinellas County, Florida, as affected by and together with those portions vacated by and further described in Ordinance No. 97-31 recorded in Official Records Book 9819, Page 2105, of the Public Records of Pinellas County, Florida, LESS the South 15 feet of said Lots 12 and 20, and LESS the property conveyed to the City of Tarpon Springs recorded in Official Records Book 10070, Page 118, Public Records of Pinellas County, Florida.

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Order: Image
Doc: FLPINE:MPLT 17-00002

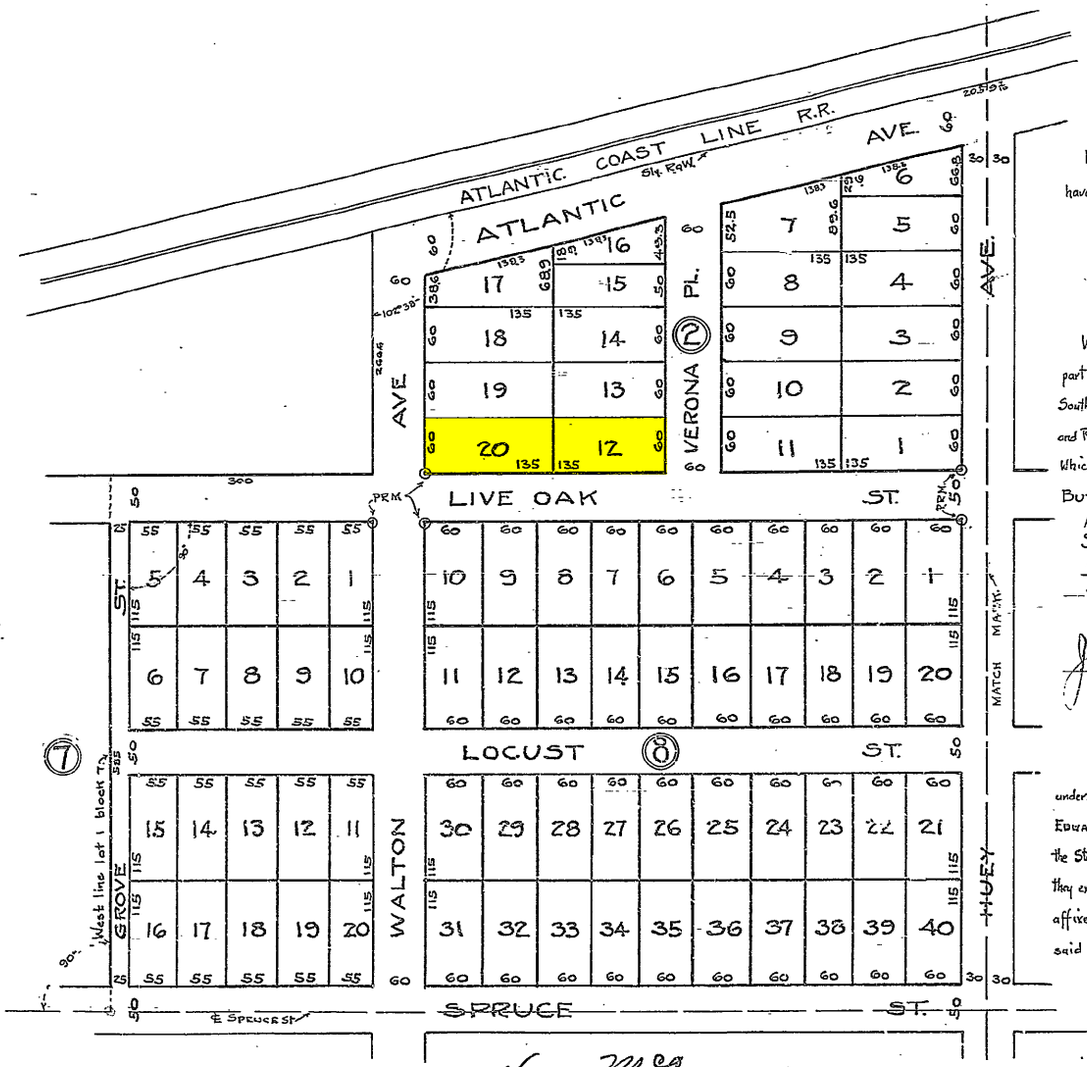
RIVO ALTO

TARPON SPRINGS, PINELLAS CO. FLORIDA

THIS PLAT IN TWO SHEETS — SHEET ONE

LAKE BUTLER VILLA CO. OWNER.

A SUBDIVISION OF BLOCKS 8 & 9, LOT 1 BLOCK 7 AND THAT PORTION OF BLOCKS 1 & 2 LYING SOUTH OF THE RIGHT OF WAY OF THE ATLANTIC COAST LINE RAILROAD, ALL IN SECTION 7 TOWNSHIP 27 SOUTH, RANGE 16 EAST, ACCORDING TO OFFICIAL MAP OF TARPON SPRINGS, A COPY OF WHICH WAS FILED ? ON FEBRUARY 25, 1920. AND RECORDED IN BOOK 4 PAGE 79 PUBLIC RECORDS OF PINELLAS COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT ¼ SECTION CORNER ON WEST SIDE OF SAID SECTION 7, THENCE NORTH 144 FT. ALONG WEST LINE OF SAID SECTION 7 TO CENTER LINE OF SPRUCE ST., THENCE EAST ON CENTER LINE OF SPRUCE ST. 536⅝ FT. FOR A PLACE OF BEGINNING, THENCE NORTH 585 FT. THENCE EAST 300 FT. THENCE NORTH 266⅔ FT. TO SOUTHERLY R.&W. LINE OF ATLANTIC COAST LINE R.R. THENCE N. 77°22' E., 2059⅞ FT. ALONG SAID R.O.W. LINE TO CENTER LINE OF MAGNOLIA AVE., THENCE SOUTH 1301⅞ FT. ON SAID CENTER LINE, TO CENTER LINE OF SPRUCE ST., THENCE WEST 2310 FT. ON SAID CENTER LINE TO PLACE OF BEGINNING.



SCALE

1 INCH = 100 FEET

I hereby certify that the property hereon shown has been surveyed and staked and that monuments have been set as indicated and that angles and dimensions are correct.

January 27 1926 M.A. Livingston C.E.

State Licensee 445

We hereby certify that the LAKE BUTLER VILLA Co is the owner Blocks 8 & 9, Lot 1 Block 7 and that part of Blocks 1 & 2 lying South of Right of Way of Atlantic Coast Line Railroad all in Section 7 Township 27 South, Range 16 E according to Official map of Tarpon Springs, a copy of which was filed on February 25, 1920 and Recorded in Book 4 Page 79 Public Records of Pinellas Co. more particularly described above, which property is hereby platted as RIVO-ALTO, and by the authority vested in us, by the said LAKE BUTLER VILLA Co's Board of Directors, we hereby dedicate to Public use all streets shown hereon.

A reserve of 5 ft. across the rear of all lots is made for public utilities such as telephone, sewer, water etc.

Signed, sealed and delivered in the presence of.

Fred K Page
Witness

J. Elmer Hutchinson
Witness

John K. Cheney
President of LAKE BUTLER VILLA CO.

W. Thomas
Secretary of LAKE BUTLER VILLA CO.

State of Florida

County of Pinellas. I hereby certify that on this 16th day of February A.D. 1926, before me, the undersigned authority, personally appeared JOHN K. CHENEY, well known to me to be the President and EDWARD O'CRAMER, the Secretary of the LAKE BUTLER VILLA Co. a corporation existing under the laws of the State of Florida, who executed the foregoing instrument on behalf of said corporation and severally acknowledged that they executed said instrument for and on behalf of and as the act and deed of said corporation and that there is affixed to said instrument the true and genuine corporate seal of the said LAKE BUTLER VILLA Co. and said seal was thereunto by them duly affixed by legal authority of said corporation.

Witness my hand and seal, the date aforesaid

Emma S. Johnson
Notary Public

My commission expires January 25th A.D. 1929

Approved by the City of Tarpon Springs Harry McCreary City Engineer.

Page 1 of 2

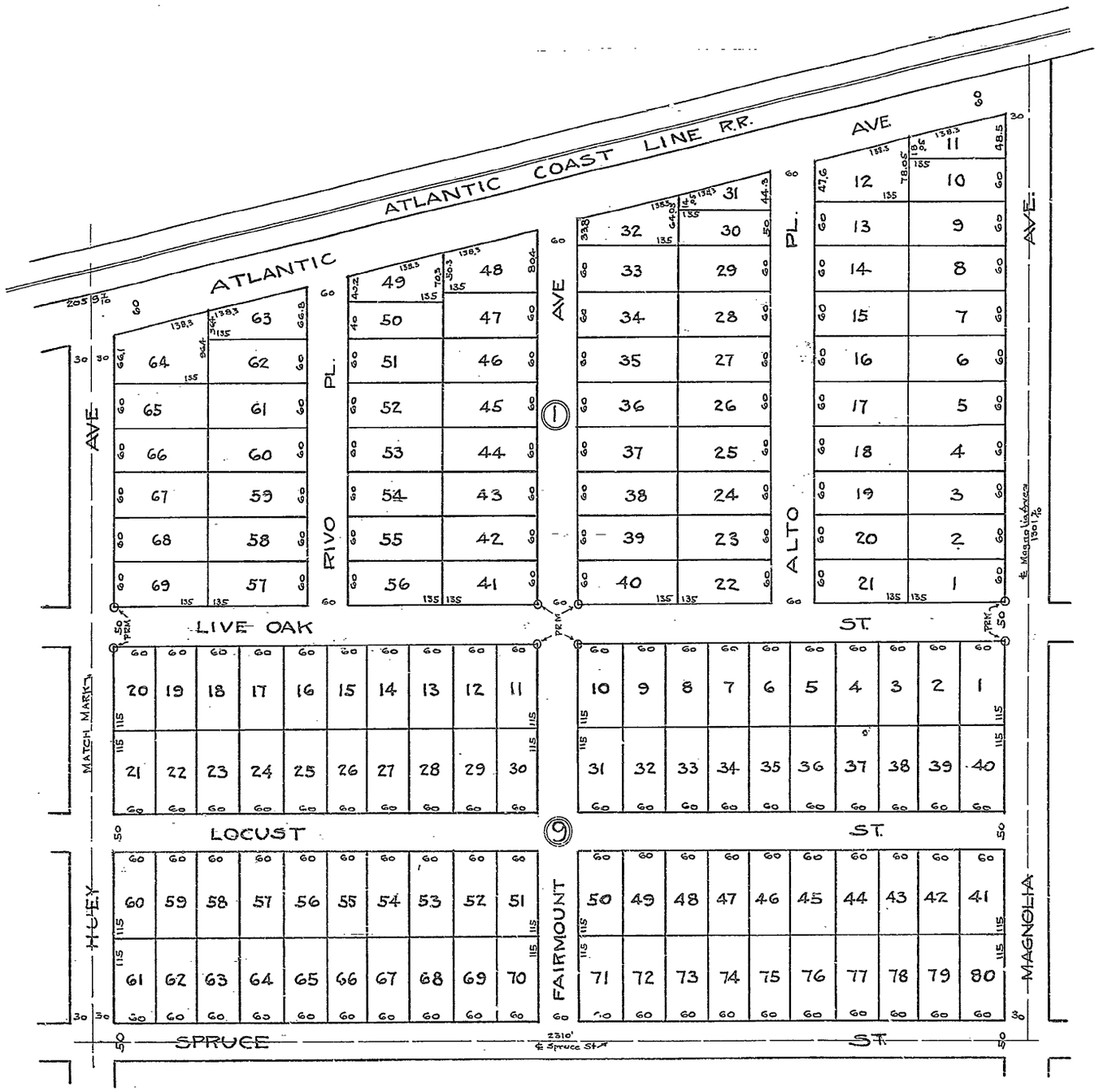
Requested By: roberttoadvine, Printed: 6/14/2024 1:57 PM

Order: Image
Doc: FLPINE:MPLT 17-00002

RIVO ALTO

TARPON SPRINGS PINELLAS CO. FLORIDA

THIS PLAT IN TWO SHEETS — SHEET TWO



Page 2 of 2
Requested By: roberttoadvine, Printed: 6/14/2024 1:57 PM

BOUNDARY SURVEY

THE MAP AND REPORT ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

SURVEYOR'S REPORT

LEGAL DESCRIPTION:

LOTS 12 THROUGH 20, BLOCK 2, RIVO ALTO, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGES 2 AND 3, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH THE SOUTHERLY 30 FEET OF VACATED STREET ABUTTING ON THE NORTH THEREOF LOTS 16 AND 17, BLOCK 2, AND TOGETHER WITH THE EASTERLY HALF OF THE NORTHERLY 79 FEET OF WALTON AVENUE LYING SOUTH OF PINELLAS TRAIL LYING WEST OF THE VACATED ATLANTIC AVENUE ABUTTING LOT 17, BLOCK 2, RIVO ALTO SUBDIVISION RECORDED IN PLAT BOOK 17, PAGE 2, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. LESS THE SOUTH 15 FEET OF SAID LOTS 12 AND 20 AND LESS THE PROPERTY CONVEYED TO THE CITY OF TARPON SPRINGS RECORDED IN OFFICIAL RECORDS BOOK 10070, PAGE 118, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

ACCURACY:

1. ALL MEASUREMENTS, DISTANCES, ELEVATIONS (IF SHOWN) AND FEATURES WERE PERFORMED IN STRICT ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE (5J-17FAC).

2. METHODS FOR ALL CONTROL MEASUREMENTS WERE MADE WITH A TRANSIT AND STEEL TAPE, OR DEVICES WITH EQUIVALENT OR HIGHER DEGREES OF ACCURACY.

3. THE ACCURACY STANDARD USED FOR THIS SURVEY, AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (5J-17 FAC), IS "COMMERCIAL/HIGH RISK", THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 10,000 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE MET THIS REQUIREMENT.

DATA SOURCES:

1. BASIS OF BEARING IS THE NORTH RIGHT-OF-WAY OF LIVE OAK STREET, BEING S89°58'52"W. (3)

2. PLAT OF RIVO ALTO, RECORDED PLAT BOOK 17, PAGE 2, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

3. ORDINANCE 85-40, RECORDED 6094, PAGE 1661, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

4. ORDINANCE NO. 97-31, RECORDED OFFICIAL RECORDS BOOK 9819, PAGE 2105, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

5. WARRANTY DEED, RECORDED OFFICIAL RECORDS BOOK 10070, PAGE 118, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

6. FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT FOR TITLE INSURANCE, COUNTERSIGNED :WOLLINKA-WIKLE TITLE INSURANCE AGENCY, FILE NO.: TIA17269FN, EFFECTIVE DATE: JUNE 25, 2017 @ 05:00 PM

SCHEDULE B - SECTION II EXCEPTIONS ARE AS FOLLOWS:

1. *DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.* SURVEYOR'S COMMENT: NOT A SURVEY RELATED EXCEPTION.

2. *TAXES AND ASSESSMENTS FOR THE YEAR 2017 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.* SURVEYOR'S COMMENT: NOT A SURVEY RELATED EXCEPTION.

3. *STANDARD EXCEPTIONS:*

A. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. SURVEYOR'S COMMENT: SHOWN HEREON.

B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. SURVEYOR'S COMMENT: ABOVE GROUND UTILITIES AND OVERHEAD WIRES SHOWN HEREON.

C. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. SURVEYOR'S COMMENT: NOT A SURVEY RELATED EXCEPTION.

D. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS. SURVEYOR'S COMMENT: NOT A SURVEY RELATED EXCEPTION.

4. *ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND.* SURVEYOR'S COMMENT: NOT A SURVEY RELATED EXCEPTION.

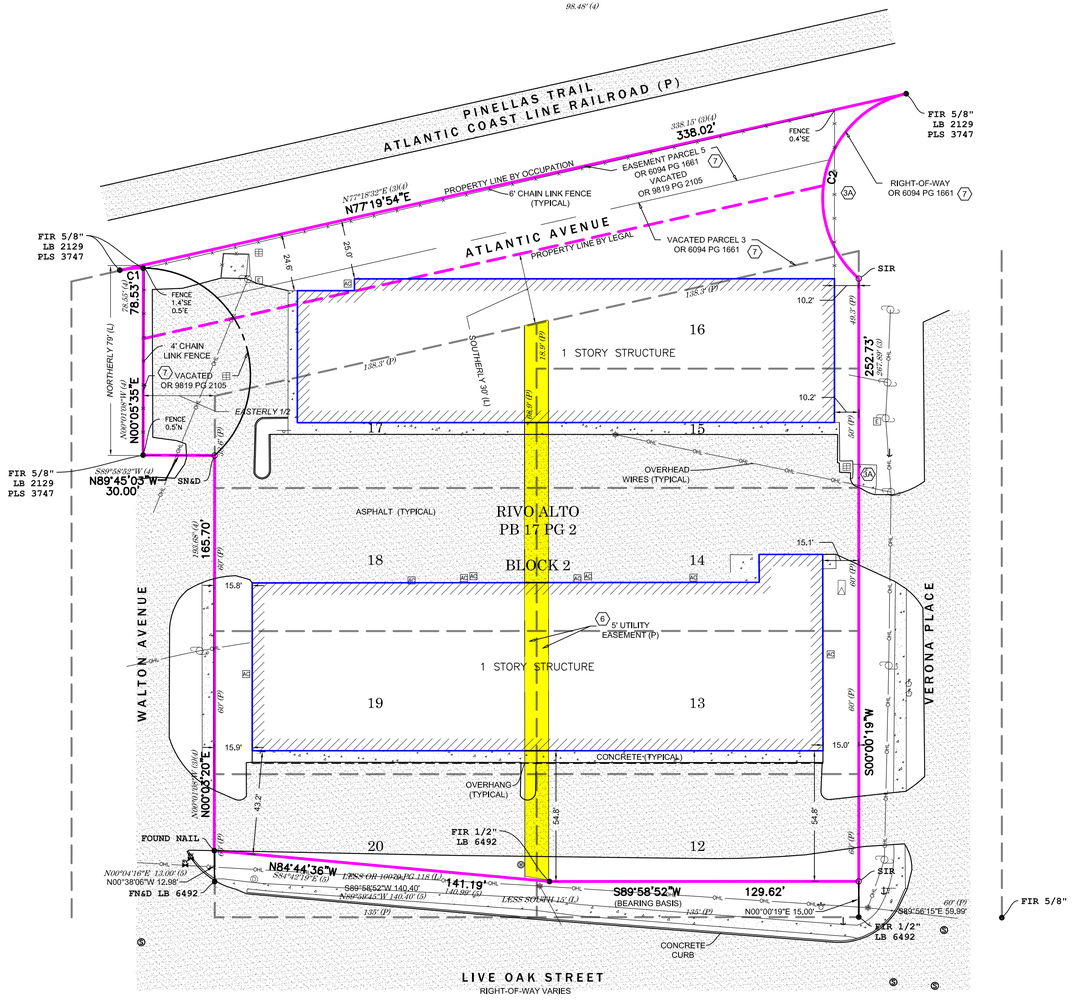
5. *RIGHTS OF TENANTS OCCUPYING ALL OR PAN OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS.* SURVEYOR'S COMMENT: NOT A SURVEY RELATED EXCEPTION.

6. *EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF RIVO ALTO, RECORDED IN PLAT BOOK 17, PAGES 2 AND 3.* SURVEYOR'S COMMENT: SHOWN HEREON.

7. *EASEMENTS AS CONTAINED IN ORDINANCE NO. 340 RECORDED IN DEED BOOK 1542, PAGE 610 AND ORDINANCE NO. 85-40 RECORDED IN OFFICIAL RECORDS BOOK 6094, PAGE 1661, BOTH AFFECTED BY ORDINANCE NO. 97-31 RECORDED IN OFFICIAL RECORDS BOOK 9819, PAGE 2105.* SURVEYOR'S COMMENT: NO COPY OF DEED BOOK 1542, PAGE 610 PROVIDED, OTHER DOCUMENTS SHOWN HEREON.

Curve Table					
CURVE #	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	45.00'	12°48'45"	10.06'	10.04'	S83°48'02"W
C2	45.00'	125°39'41"	98.69'	80.07'	S14°21'58"W

98.49' (3)
98.48' (4)



LIMITATIONS:

1. PURPOSE OF SURVEY: TO DOCUMENT THE PERIMETERS, OR ANY ONE OF THEM, OF A PARCEL OR TRACT OF LAND BY ESTABLISHING OR RE-ESTABLISHING CORNERS, MONUMENTS,AND BOUNDARY LINES FOR THE PURPOSES OF DESCRIBING THE PARCEL, LOCATING FIXED IMPROVEMENTS ON THE PARCEL, DIVIDING THE PARCEL, OR PLATTING.

2. USE OF THIS SURVEY BY ANYONE OTHER THAN THOSE PREPARED FOR / CERTIFIED TO, WILL BE THE RE-USERS SOLE RISK WITHOUT LIABILITY TO THE SURVEYOR.

3. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

4. UNDERGROUND FOUNDATIONS AND THEIR LOCATIONS HAVE NOT BEEN DETERMINED.

5. SUBJECT PROPERTY APPEARS TO LIE WITHIN FLOOD ZONES X & X (SHADED) ACCORDING TO THE CURRENT FLOOD INSURANCE RATE MAP, PINELLAS COUNTY, FLORIDA, MAP NUMBER 12103C0365F, COMMUNITY: CITY OF TARPON SPRINGS, 120259, MAP REVISED DATE: SEPTEMBER 3, 2003, MAP INDEX NUMBER 12103CIND1C, MAP REVISED: AUGUST 18, 2009. AN ACCURATE ZONE DETERMINATION SHOULD BE MADE BY THE PREPARER OF SAID MAP, THE FEDERAL EMERGENCY MANAGEMENT AGENCY, OR THE LOCAL GOVERNMENTAL AGENCY HAVING JURISDICTION OVER SUCH MATTERS PRIOR TO ANY JUDGMENTS BEING MADE FROM THE ZONE AS NOTED.

6. IRRIGATION EQUIPMENT AND / OR THEIR APPURTENANCES HAVE NOT BEEN MAPPED.

7. THERE MAY EXIST ADDITIONAL EASEMENTS AND/OR RESTRICTIONS THAT CAN BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

8. ONLY THE UNDERGROUND UTILITIES AND / OR THEIR APPURTENANCES WHICH WERE READILY APPARENT FROM GROUND LEVEL TO THE SURVEYOR ON THE ACTUAL DAY OF THE FIELD SURVEY WERE LOCATED. NO EXCAVATIONS OR SUBSURFACE WORK EFFORTS OF ANY KIND WERE PERFORMED BY THE SURVEYOR TO VERIFY THE EXISTENCE OF ANY UNDERGROUND UTILITIES AND / OR THEIR APPURTENANCES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES AND / OR THEIR APPURTENANCES SHOWN, COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED.

9. THERE MAY BE ADDITIONAL UTILITY STRUCTURES (DRAINAGE, SANITARY, ELECTRIC, COMMUNICATIONS, ETC.) THAT WERE NOT READILY APPARENT AT THE TIME OF THE SURVEY.

BOUNDARY INCONSISTENCIES:

1. ANY ANGULAR AND/OR DIMENSIONAL DISCREPANCIES BETWEEN THE DESCRIPTION AND THE FIELD LOCATED OCCUPATION BOUNDARY CORNERS, AND BOUNDARY CORNERS WITH MULTIPLE BOUNDARY MONUMENTS ALONG WITH THEIR CORRESPONDING QUADRANT DIRECTIONAL MISSES, ARE SHOWN ON THE MAP OF SURVEY. ALL PERIMETER BEARINGS AND DISTANCES ARE BY FIELD MEASURED UNLESS SO NOTED.

N

0 30 60

SCALE: 1" = 30'

REVISIONS		
#	DATE	DETAILS

BULLSEYE SURVEYING, INC.

LB 7818
2198 NE COACHMAN ROAD, UNIT F
CLEARWATER, FL 33765
PHONE: 727-475-8088
FAX: 727-264-0457

PARCEL INFORMATION:
SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

PARCEL ADDRESS:
705 LIVE OAK ST, TARPON SPRINGS, FL 34689

PARCEL ID:
07-27-16-75996-002-0120

ABBREVIATIONS

DENOTES
(P)=PLAT INFORMATION
(L)=LEGAL DESCRIPTION INFORMATION
(#)=INFORMATION FROM DATA SOURCES
(#)=SCHEDULE BII EXCEPTION
FCM=FOUND CONCRETE MONUMENT
FIR=FOUND IRON REBAR (SIZE AS NOTED)
FN&D=FOUND NAIL & DISK
LB=LICENSED BUSINESS
LS=LICENSED SURVEYOR
OR=OFFICIAL RECORDS BOOK
PB=PLAT BOOK
PG=PAGE
PLS=PROFESSIONAL LICENSED SURVEYOR
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
PLS=PROFESSIONAL LICENSED SURVEYOR
PSM=PROFESSIONAL SURVEYOR AND MAPPER
R/W=RIGHT-OF-WAY
RLS=REGISTERED LICENSED SURVEYOR
SIR=SET 1/2" REBAR AND CAP LB 7818
SN&D=SET NAIL AND DISK LB 7818

SYMBOL LEGEND

DENOTES
AC AIR CONDITIONING EQUIPMENT
D DRAINAGE MANHOLE
E ELECTRIC EQUIPMENT
GUY ANCHOR
GRATE INLET
LIGHT POLE (WOOD)
MAIL BOX
MITERED END SECTION
RECLAIMED WATER VALVE
S SANITARY MANHOLE
SIGN
UTILITY POLE (WOOD)
W WELL

THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ADDITIONS OR DELETIONS TO SURVEY REPORTS OR MAPS BY ANYONE OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED

CERTIFIED TO:

- PJW PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY
- FIDELITY NATIONAL TITLE INSURANCE COMPANY
- WOLLINKA-WIKLE TITLE INSURANCE AGENCY

GEORGE R. MARTIN
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 6019
STATE OF FLORIDA

FIELD BOOK / PAGE	SCALE	SHEET NUMBER
014/01-02	1"=30'	1 of 1
DRAFTED BY	SURVEY FIELD DATE	
GRM	7/13/2017	
PROJECT NUMBER	FILE NAME	
17-033	17-033.dwg	

City of Tarpon Springs

TRC Comment Report

324 E. Pine Street, Tarpon Springs, FL, 34689 Telephone: 727-942-5617

Project	**24.62** PNZ - Application for Easement Vacation and Abandonment - 705 East Live Oak Street, Tarpon Springs, Florida 34689
Project Address	705 E Live Oak St Tarpon Springs, FL 34689 United States

Instructions

Please review comments below and provide any additional required information. Your project will not be scheduled for Planning and Zoning Board, Board of Adjustment, or Board of Commissioners review until all required information or revised plans are provided. If no additional information is required, you will be informed of when the project will be scheduled for public hearing by Planning and Zoning staff. Please keep in mind that the Planning & Zoning Department has 90-day suspension period from the date of the TRC review for the submittal of revisions/additional information. If revised plans/additional information are not submitted within the above referenced time frame, the application will be considered to be “EXPIRED” and a new application will have to be submitted. If you have questions concerning any of the above information, please do not hesitate to contact the Planning and Zoning Department for assistance.

Planning and Zoning

[Comment 00001]

Patricia McNeese

This document contains comments resulting from the October 3, 2024 meeting of the Technical Review Committee.

[Comment 00002]

Patricia McNeese

The property is located in the Industrial Limited Future Land Use Map category and the Industrial Restricted zoning district. The property is occupied with existing light industrial buildings and uses. The buildings are built over a portion of the easement to be vacated.

[Comment 00003]

Patricia McNeese

The easement to be vacated was established as part of the Rivo Alto plat, recorded in 1926. The plat included a "reserve of 5 ft. across the rear of all lots...for public utilities such as telephone, sewer, water etc" (from face of plat, PB17 PG 2). The applicant is seeking vacation of the easement located in Block 2, Lots 12 through 20 of that plat. This would include the rear five feet of lots 12 through 16 and the rear five feet of Lots 17 through 20, for a total easement vacation of ten (10) feet in width. Letters of no objection have been received from all required agencies.

[Comment 00004]

Patricia McNeese

A legal description of the easement to be vacated along with a graphic of survey that calls out the described area, are needed to prepare the vacation ordinance. Once these two items are provided, this request can be scheduled before the Board of Commissioners. This will be an ordinance with two readings required.

If the legal description and sketch can be provided by end of business, October 8, 2024, this project can be advertised for hearing before the Board of Commissioners on November 5, 2024 (first reading) and December 3, 2024 (second reading).

NOTICE OF PROPOSED VACATION

The City of Tarpon Springs, Florida, proposes to adopt the following Ordinance:

ORDINANCE 2024-11

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, VACATING AND ABANDONING A UTILITY EASEMENT OF 2,334 SQUARE FEET, MORE OR LESS, LYING WITHIN LOTS 12, 13, 14, 15, 16, 17, 18, 19 AND 20 OF BLOCK 2 OF RIVO ALTO SUBDIVISION AND LOCATED AT 705 EAST LIVE OAK STREET; PROVIDING FOR CONDITIONS; PROVIDING FOR FINDINGS; PROVIDING FOR RECORDATION IN THE PUBLIC RECORDS OF PINELLAS COUNTY AND PROVIDING AN EFFECTIVE DATE.

Public hearings on the proposed ordinance will be held before the **Board of Commissioners** on the following dates:

TUESDAY, December 3, 2024, 7:30 pm (1ST Reading)
TUESDAY, December 17, 2024, 7:30 pm (2nd Reading)

THE BOARD OF COMMISSIONERS PUBLIC HEARINGS WILL BE HELD IN THE CITY HALL AUDITORIUM, 324 EAST PINE STREET, TARPON SPRINGS, FLORIDA.

Said hearings may be continued from time to time pending Adjournment. All interested parties are invited to attend these meetings to express your views or to present facts in the case. If a person decides to appeal any decision made by the Board of Commissioners with respect to any matter considered at these meetings or hearings, he will need a record of the proceedings, and that, for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Written comments may be addressed to the Planning & Zoning Department, {Phone (727) 942-5611}, City of Tarpon Springs, P.O. Box 5004, Tarpon Springs, Florida 34688-5004. Written comments will become a part of the record. Materials related to this ordinance, including the complete legal description of the subject property by metes and bounds, may be inspected at the City Clerk's office or the Planning & Zoning Department during City Hall business hours. Any person with a disability requiring reasonable accommodation in order to participate in these meetings should call (727) 942-5611 or FAX a written request to (727) 943-4651.

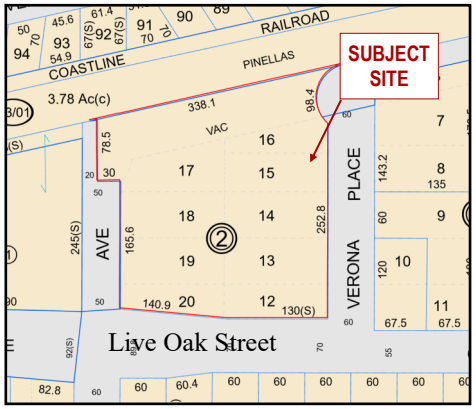
PLEASE REFERENCE APPLICATION 24-62

City of Tarpon Springs
Planning & Zoning Department
324 East Pine Street
Tarpon Springs, FL 34689

NOTICE OF UPCOMING PUBLIC HEARING REGARDING #24.62

Please review the information on the **reverse side** of this card carefully!! If you have any questions regarding this matter, please call our office at (727) 942-5611

«AddressBlock»



Application Description: The applicant is requesting to vacate a utility easement of 2,334 square feet in size located at 705 East Live Oak Street (including Lots 12, 13, 14, 15, 16, 17, 18, 19 and 20 of Block 2 of Rivo Alto Subdivision).

(Please Reference Application #24.62)

Please be advised that the Board of Commissioners will hold Public Hearings on **Tuesday, December 3, 2024** at **7:30 p.m.** and on **Tuesday, December 17, 2024** at **7:30 p.m.** All public hearings are held in the **City Hall Auditorium which is located at 324 East Pine Street, Tarpon Springs, FL 34689.**

All interested parties are invited to attend this meeting to express their views or to present facts in the case. Written correspondence may be directed to the City of Tarpon Springs, Planning and Zoning Department, 324 East Pine Street, Tarpon Springs, FL 34688, or you may email your concerns to planning@ctsfl.us. Materials related to this application may be obtained by contacting the Planning & Zoning Department during City Hall business hours. The meeting packet and meeting instructions will be posted approximately one week prior to the meeting on the City's web site at www.ctsfl.us. Any person with a disability or without access to a computer or phone requiring reasonable accommodation in order to participate in these meetings should call (727) 942-5611 or email a written request to Planning@ctsfl.us.

RESOLUTION NO. 2024-55

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, CALLING FOR THE MUNICIPAL GENERAL/REFERENDUM ELECTION TO BE HELD ON MARCH 11, 2025 FOR THE PURPOSE OF ELECTING A MAYOR AND TWO COMMISSIONERS TO SERVE A TERM OF THREE YEARS EACH; AND ONE COMMISSIONER TO SERVE AN UNEXPIRED TERM OF ONE YEAR; PROVIDING FOR ESTABLISHMENT OF THE BALLOT TITLE AND SUBSTANCE FOR TWENTY-THREE(23) REFERENDUM QUESTIONS SPONSORED BY THE CHARTER REVIEW COMMISSION AMENDING THE CITY CHARTER AND ONE CHARTER QUESTION SPONSORED BY THE BOARD OF COMMISSIONERS AMENDING THE CITY CHARTER; PROVIDING FOR SAID ELECTION; SUBMITTING SAID REFERENDUM QUESTIONS TO THE VOTERS; PROVIDING FOR NOTICE TO THE SUPERVISOR OF ELECTIONS; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

WHEREAS, the Board of Commissioners desires to have their Municipal General/Referendum questions on the ballot on March 11, 2025, at which time it is necessary to elect a Mayor to serve a term of three years, two Commissioners to serve a term of three years each for Seat # 3 and Seat # 4; and one Commissioner to fill the unexpired term of one year for Seat # 1; and the Board of Commissioners of the City of Tarpon Springs desires to pose twenty three (23) charter amendments sponsored by the Charter Review Commission and pose one (1) charter amendment sponsored by the Board of Commissioners to the electors of the City of Tarpon Springs proposing amendments to the City Charter of the City of Tarpon Springs for referendum vote; and

WHEREAS, there have been filed with the City Clerk, within the time prescribed by law, petitions asking that the following persons be placed on the official ballot in said election, to be voted on as candidates for the office of Commissioners:

Mayor

John Michael Koulianos

Commissioner Seat # 1

David Banther

Commissioner Seat # 3

Mike Eisner
Georganna E. Frantzis

Commissioner Seat # 4

Panagiotis “Peter” Koulias

WHEREAS, said petitions have been examined by the City Clerk, who has reported that the petitions are in proper form, contain the required number of qualified signatures, and that said candidates are qualified to hold office according to the charter and the ordinances of the City, and the laws of the State of Florida; and

WHEREAS, pursuant to Section 32 of the City Charter of the City of Tarpon Springs, the Charter Review Commission has met and proposed amendments to the City Charter and has reported such changes to the Board of Commissioners and such changes as proposed by the Charter Review Commission and reported to the Board of Commissioners as set forth in Ordinance 2024-07 and a change as proposed by the Board of Commissioners as set forth in Ordinance 2024-12. Pursuant to the said Charter, the Board of Commissioners desires to submit to the electorate amendments to the City Charter of the City of Tarpon Springs sponsored by the Charter Review Commission and Board of Commissioners and as are more particularly set forth herein; and

WHEREAS, the provisions of Section 101.161, Fla. Stat., require that the wording of the substance of the referendum questions and the ballot title to appear on a ballot shall be embodied in an enabling resolution and it is the purpose of this Resolution to meet the statutory requirements;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA:

Section 1. A Municipal General/Referendum Election is hereby called and will be held on March 11, 2025, for the purpose of electing a Mayor to serve a term of three years, two Commissioners to serve a term of three years each for Seat # 3 and Seat # 4, and one Commissioner to fill the unexpired term of one year for Seat # 1, and to submit to the electors' twenty-four referendum questions.

Section 2. No other candidate having qualified for the office of Mayor, other than John Michael Koulianos; therefore, John Michael Koulianos is hereby declared elected for a term of three years, commencing April 1, 2025, under Section 101.252, Florida Statutes.

Section 3. No other candidate having qualified for the office of Commissioner Seat No. 1, other than David Banther; therefore, David Banther is hereby declared elected for the unexpired term of one year, commencing April 1, 2025, under Section 101.252, Florida Statutes.

Section 4. The names of Mike Eisner and Georganna E. Frantzis, are hereby placed on the official ballot in said election as candidates for the office of Commissioner, Seat No. 3 of the City.

Section 5. No other candidate having qualified for the office of Commissioner Seat No. 4, other than Panagiotis "Peter" Koulias; therefore, Panagiotis "Peter" Koulias" is hereby declared elected for the unexpired term of one year, commencing April 1, 2025, under Section 101.252, Florida Statutes.

Section 6 . The ballot title and substance amending sections of the City Charter of the City of Tarpon Springs as provided in Ordinance 2024-07 and Ordinance 2024-12 of the City of Tarpon Springs to appear on the ballot at the Municipal General/Referendum Election to be conducted on March 11, 2025 shall be as follows:

City of Tarpon Springs
No. 1 Charter Amendment

Ciudad de Tarpon Springs
Enmienda n.º 1 a los Estatutos

Adding Dredge and Spoil Sites to Acquisition by City Eminent Domain

Agregar Sitios de Dragado y Desecho a las Adquisiciones por Expropiación de la Ciudad

Sponsored by the Charter Revision Commission. The City Charter presently allows for the acquisition by the City of real property under the power of eminent domain exclusively for water and sewer utility easements, public rights-of-way, public parking, and storm drainage improvements. Shall the Charter be amended to include eminent domain for dredge and spoil sites?

Respaldada por la Comisión de Revisión de los Estatutos. Los Estatutos de la Ciudad actualmente permiten la adquisición de bienes raíces por parte de la Ciudad bajo el poder de expropiación exclusivamente para mejora de instalaciones de servicios de agua y drenaje, derechos de vía públicos, estacionamientos públicos, y drenaje pluvial. ¿Deben enmendarse los Estatutos para incluir la expropiación de sitios de dragado y desecho?

_____ YES/SÍ

_____ NO/NO

City of Tarpon Springs
No. 2 Charter Amendment

Ciudad de Tarpon Springs
Enmienda n.º 2 a los Estatutos

Increasing Exemption Threshold for Real Property

Aumentar el Umbral de Exenciones para Bienes Raíces

Sponsored by Charter Revision Commission. The City Charter presently requires a voter referendum and approval by the affirmative vote of four members of the Board of Commissioners if the City wishes to purchase, sell, exchange, convey, or lease real property in any amount greater than $350,000.00. Shall the Charter be amended to increase the amount to $500,000.00?

Respaldada por la Comisión de Revisión de los Estatutos. Los Estatutos de la Ciudad actualmente exigen un referéndum de votantes y la aprobación del voto afirmativo de cuatro miembros de la Junta de Comisionados, en caso de que la Ciudad desee comprar, vender, intercambiar, traspasar o arrendar bienes raíces por cualquier cantidad mayor de $350,000. ¿Deben enmendarse los Estatutos para aumentar la cantidad a $500,000.00?

_____ YES/SÍ

_____ NO/NO

City of Tarpon Springs
No. 3 Charter Amendment

Ciudad de Tarpon Springs
Enmienda n.º 3 a los Estatutos

Identifying Funding Source

Identificación de las Fuentes de Financiamiento

Sponsored by Charter Revision Commission. The City Charter presently provides for the Board of Commissioners to adopt sale, purchase, conveyance and leasing procedures by ordinance. Shall the Charter be amended to require the board of commissioners to identify funding sources as part of the sale, purchase, conveyance and leasing procedures?

Respaldada por la Comisión de Revisión de los Estatutos. Los Estatutos de la Ciudad actualmente permiten a la Junta de Comisionados adoptar procedimientos de venta, compra, transporte y renta por ordenanza. ¿Deben enmendarse los Estatutos para exigir que la junta de comisionados identifique fuentes de financiamiento como parte de los procedimientos de venta, compra, transporte y renta?

_____ YES/SÍ

_____ NO/NO

City of Tarpon Springs
No. 4 Charter Amendment

Ciudad de Tarpon Springs
Enmienda n.º 4 a los Estatutos

Real Property Acquired by Referendum or Maximum Purchase Price Requires Disposal by Referendum

Los Bienes Raíces Adquiridos por Referéndum o el Precio Máximo de Compra Requieren Enajenación por Referéndum

Sponsored by Charter Revision Commission. Proposed restrictions on disposal of real property owned by the City. Shall the Charter be amended to require real property purchased by the City by public referendum or real property which has a value equal to or greater than the maximum value the City may purchase without requiring a referendum, be sold, swapped, or traded only upon approval by referendum?

Respaldada por la Comisión de Revisión de los Estatutos. Restricciones propuestas para la enajenación de bienes raíces que pertenecen a la Ciudad. ¿Deben enmendarse los Estatutos para exigir que los bienes raíces comprados por la Ciudad por referéndum público o bienes raíces que tienen un valor igual o mayor al valor máximo que la Ciudad puede comprar sin la necesidad de un referéndum, sean vendidos, intercambiados, o negociados solamente por aprobación de un referéndum?

_____ YES/SÍ

_____ NO/NO

City of Tarpon Springs
No. 5 Charter Amendment

Ciudad de Tarpon Springs
Enmienda n.º 5 a los Estatutos

Enumerating the Powers, Responsibilities, and Duties of the Board of Commissioners

Sobre Mencionar las Facultades, Responsabilidades y Obligaciones de la Junta de Comisionados

Sponsored by Charter Revision Commission. The City Charter presently provides the Board of Commissioners with numerous duties, responsibilities and powers including the adoption of a budget. Shall the Charter be amended to require the Board of Commissioners to review the Charter for funding requirements when adopting the City budget?

Respaldada por la Comisión de Revisión de los Estatutos. Los Estatutos de la Ciudad actualmente establecen numerosos deberes, responsabilidades y poderes a la Junta de Comisionados incluida la adopción de un presupuesto. ¿Deben enmendarse los Estatutos para exigir que la Junta de Comisionados revise los Estatutos para requisitos de financiamiento al momento de adoptar un presupuesto para la Ciudad?

_____ YES/SÍ
_____ NO/NO

City of Tarpon Springs
No. 6 Charter Amendment

Ciudad de Tarpon Springs
Enmienda n.º 6 a los Estatutos

Duties of the Board of Commissioners Plan Review

Revisión del Plan de los Deberes de la Junta de Comisionados

Sponsored by Charter Revision Commission. The City Charter presently provides for the Board of Commissioners to review and update all elements of the Comprehensive and Master plans every three (3) fiscal years. Shall the Charter be amended to require the Board of Commissioners to review, update, retire, abandon or deem completed all City Master, Action, Sustainability, Comprehensive and Strategic Plans?

Respaldada por la Comisión de Revisión de los Estatutos. Los Estatutos de la Ciudad actualmente establecen que la Junta de Comisionados revisa y actualiza todos los elementos de los planes Integrales y Maestros cada tres (3) años fiscales. ¿Deben enmendarse los Estatutos para exigir que la Junta de Comisionados revise, actualice, retire, abandone o considere terminados todos los Planes Maestros, de Acción, de Sustentabilidad, Integrales y Estratégicos de la Ciudad?

_____ YES/SÍ

_____ NO/NO

City of Tarpon Springs
No. 7 Charter Amendment

Ciudad de Tarpon Springs
Enmienda n.º 7 a los Estatutos

Duties of the Board of Commissioners to Increase Review Process from Three to Five Years

Deberes de la Junta de Comisionados para Extender el Proceso de Revisión de Tres a Cinco Años

Sponsored by Charter Revision Commission. City Charter Section 8., Board of Commissioners, Composition, Duties, Responsibilities and Powers, requires the Board of Commissioners to review and update plans every three fiscal years. Shall the Charter be amended to increase the review and update to every five fiscal years?

Respaldada por la Comisión de Revisión de los Estatutos. La sección 8 de los Estatutos de la Ciudad, Junta de Comisionados, Composición, Deberes, Responsabilidades y Poderes, establece que la Junta de Comisionados revisa y actualiza los planes cada tres años fiscales. ¿Deben enmendarse los Estatutos para aumentar la revisión y actualización a cada cinco años fiscales?

_____ YES/SÍ
_____ NO/NO

City of Tarpon Springs
No. 8 Charter Amendment

Ciudad de Tarpon Springs
Enmienda n.º 8 a los Estatutos

Qualifications and Dates for Annual Election

Calificaciones y Fechas para las Elecciones Anuales

Sponsored by Charter Revision Commission. The City Charter presently does not contain language specifying the qualifying time for City Commission elections. Shall the Charter be amended to provide for a qualifying time of thirty (30) days for the office of City commission?

Respaldada por la Comisión de Revisión de los Estatutos. Los Estatutos de la Ciudad actualmente no contienen información que especifique el tiempo de calificación para las elecciones de la Comisión de la Ciudad. ¿Deben enmendarse los Estatutos para establecer un tiempo de calificación de treinta (30) días para los cargos de la comisión de la Ciudad?

_____ YES/SÍ

_____ NO/NO

City of Tarpon Springs
No. 9 Charter Amendment

Ciudad de Tarpon Springs
Enmienda n.º 9 a los Estatutos

Notification of Open Seats for Annual Election

Notificaciones de Escaños Abiertos para la Elección Anual

Sponsored by Charter Revision Commission. The City Charter does not specifically notify registered voters prior to qualification as to which Commission seats are open for election. Shall the Charter be amended to provide registered voters notification by first class mail thirty (30) days before qualifying the specific Commission seats open for election?

Respaldada por la Comisión de Revisión de los Estatutos. Los Estatutos de la Ciudad no avisan a los votantes inscritos de forma específica antes de la calificación sobre cuáles escaños de la Comisión están abiertos para la elección. ¿Deben enmendarse los Estatutos para proporcionar notificaciones a los votantes inscritos por correo de primera clase treinta (30) días antes de calificar los escaños específicos de la Comisión abiertos para la elección?

_____ YES/SÍ

_____ NO/NO

City of Tarpon Springs
No. 10 Charter Amendment

Ciudad de Tarpon Springs
Enmienda n.º 10 a los Estatutos

Removal of Redundant Language

Eliminación de Información Redundante

Sponsored by the Charter Revision Commission. The City Charter contains redundant language regarding individual Commissioners' contact with the City Manager. Shall the Charter be amended to remove the redundant language?

Respaldada por la Comisión de Revisión de los Estatutos. Los Estatutos de la Ciudad contienen información redundante sobre la comunicación individual de los Comisionados con el Administrador de la Ciudad. ¿Deben enmendarse los Estatutos para eliminar la información redundante?

_____ YES/SÍ

_____ NO/NO

City of Tarpon Springs
No. 11 Charter Amendment

Ciudad de Tarpon Springs
Enmienda n.º 11 a los Estatutos

Legal Review of Non-compliance Issues Found by an Internal Audit

Revisión Legal de Problemas de Incumplimiento Encontrados por una Auditoría Interna

Sponsored by Charter Revision Commission. The City Charter presently does not require legal review of non-compliance issues raised in the City's internal audit. Shall the Charter be amended to require legal review of any non-compliant issues raised by the Internal Audit?

Respaldada por la Comisión de Revisión de los Estatutos. Los Estatutos de la Ciudad actualmente no exigen una revisión legal de las cuestiones de incumplimiento que surgieron en la auditoría interna de la Ciudad. ¿Deben enmendarse los Estatutos para exigir una revisión legal de las cuestiones de incumplimiento que surgieron en la Auditoría Interna?

_____ YES/SÍ

_____ NO/NO

City of Tarpon Springs
No. 12 Charter Amendment

Ciudad de Tarpon Springs
Enmienda N.º 12 a los Estatutos

Prioritizing Future Capital Improvement Programs

Dar Prioridad a los Futuros Programas de Mejoramiento de Capital

Sponsored by Charter Revision Commission. The City Charter authorizes the City Manager to keep the Board of Commissioners fully advised as to the financial condition and future needs of the City. Shall the Charter be amended to require the City Manager to prioritize future capital improvement programs?

Respaldada por la Comisión de Revisión de los Estatutos. Los Estatutos de la Ciudad autorizan al Administrador de la Ciudad a asesorar a la Junta de Comisionados sobre las condiciones financieras y necesidades futuras de la Ciudad. ¿Deben enmendarse los Estatutos para exigir que el Administrador de la Ciudad dé prioridad a los programas futuros de mejoramiento de capital?

_____ YES/SÍ
_____ NO/NO

City of Tarpon Springs
No. 13 Charter Amendment

Ciudad de Tarpon Springs
Enmienda n.º 13 a los Estatutos

Residency Requirement for the City Manager, Assistant City Manager, Fire Chief and Police Chief

Requisitos de Residencia para el Administrador de la Ciudad, el Asistente del Administrador de la Ciudad, el Jefe de Bomberos y el Jefe de Policía

Sponsored by Charter Revision Commission. The City Charter presently requires the City Manager and limited positions to establish legal residency in the City, and allows the Board of Commissioners to temporarily excuse the residency requirements for up to one year. Shall the Charter be amended to require the City Manager, the Assistant City Manager, the Fire Chief and Police Chief to reside within the City's planning boundaries?

Respaldada por la Comisión de Revisión de los Estatutos. Los Estatutos de la Ciudad actualmente exigen que el Administrador de la Ciudad y las posiciones limitadas establezcan su residencia legal en la Ciudad, y permiten que la Junta de Comisionados exima temporalmente los requisitos de residencia hasta por un año. ¿Deben enmendarse los Estatutos de la Ciudad para exigir que el Administrador de la Ciudad, el Asistente del Administrador de la Ciudad, el Jefe de Bomberos y el Jefe de Policía residan dentro de los límites planificados de la Ciudad?

_____ YES/SÍ
_____ NO/NO

City of Tarpon Springs
No. 14 Charter Amendment

Ciudad de Tarpon Springs
Enmienda n.º 14 a los Estatutos

Residency Requirements for Department Heads and Directors

Requisitos de Residencia para los Jefes de Departamento y Directores

Sponsored by the Board of Commissioners. The City Charter requires numerous City employees to reside within the City. The Charter Commission is proposing all City Department Heads and Directors reside within ten miles of City Hall. The Board of Commissioners, for competitive purposes, desire to limit the residency requirement to essential employees. Shall the Charter be amended to require only the City Manager, Assistant City Manager, Fire Chief and Police Chief to have residency requirements?

Respalda por la Junta de Comisionados. Los Estatutos de la Ciudad exigen que varios empleados de la Ciudad residan dentro de la Ciudad. La Comisión de Estatutos propone que todos los Jefes de Departamento y Directores de la Ciudad residan dentro de un radio de diez millas del Ayuntamiento. La Junta de Comisionados, por motivos de competencia, desea limitar los requisitos de residencia solamente a empleados esenciales. ¿Deben enmendarse los Estatutos para exigir que solamente el Administrador de la Ciudad, el Asistente del Administrador de la Ciudad, el Jefe de Bomberos y Jefe de Policía tengan los requisitos de residencia?

_____ YES/SÍ

_____ NO/NO

City of Tarpon Springs
No. 15 Charter Amendment

Ciudad de Tarpon Springs
Enmienda n.º 15 a los Estatutos

Residency Requirements for Department Heads and Directors

Requisitos de Residencia para los Jefes de Departamento y Directores

Sponsored by Charter Revision Commission. The City Charter presently requires certain directors to reside within the City and allows the Board of Commissioners to temporarily excuse the residency requirements for up to one (1) year. Shall the Charter be amended to require all Department Heads and Directors to reside within ten (10) miles of the Tarpon Springs City Hall?

Respaldada por la Comisión de Revisión de los Estatutos. Los Estatutos de la Ciudad actualmente exigen que algunos directores residan dentro de la Ciudad y permite que se exima a la Junta de Comisionados de los requisitos de residencia por hasta un (1) año. ¿Deben enmendarse los Estatutos para exigir que todos los Jefes de Departamento y Directores residan dentro de diez (10) millas del Ayuntamiento de Tarpon Springs?

_____ YES/SÍ

_____ NO/NO

City of Tarpon Springs
No. 16 Charter Amendment

Ciudad de Tarpon Springs
Enmienda n.º 16 a los Estatutos

Increase the Authority to Expend Budgeted Funds Without Competitive Bidding

Aumento de la Autoridad para Gastar Fondos Presupuestados Sin Licitación Competitiva

Sponsored by the Charter Revision Commission. The City Manager is currently authorized to spend up $25,000.00 on budgeted goods or services without competitive bidding. Shall the Charter be amended, due to increased costs of goods and services, to increase the City Manager's authority to $50,000.00?

Respaldada por la Comisión de Revisión de los Estatutos. El Administrador de la Ciudad está actualmente autorizado para gastar hasta $25,000.00 en bienes presupuestados o servicios sin licitación competitiva. ¿Deben enmendarse los Estatutos, debido al aumento de los costos en los bienes y servicios, para aumentar la autoridad del Administrador de la Ciudad a $50,000.00?

_____ YES/SÍ

_____ NO/NO

City of Tarpon Springs
No. 17 Charter Amendment

Ciudad de Tarpon Springs
Enmienda n.º 17 a los Estatutos

Increase the Monetary Requirement for Competitive Bids

Aumento de los Requisitos Monetarios para Licitaciones Competitivas

Sponsored by the Charter Revision Commission. The Charter currently limits all purchases of $25,000.00 or more, for which bids are required, to be competitively bid. Shall the Charter be amended, due to increased costs of goods and services, to increase the amount to $50,000.00 for statutory competitive bids?

Respaldada por la Comisión de Revisión de los Estatutos. Los Estatutos actualmente limitan todas las compras de $25,000.00 o más, para las cuales se requieren licitaciones, para ser licitadas de forma competitiva. ¿Deben enmendarse los Estatutos, debido al aumento de los costos de bienes y servicios, para aumentar la cantidad a $50,000.00 para licitaciones competitivas reglamentarias?

_____ YES/SÍ

_____ NO/NO

City of Tarpon Springs
No. 18 Charter Amendment

Ciudad de Tarpon Springs
Enmienda n.º 18 a los Estatutos

Financial Statements

Declaraciones Financieras

Sponsored by the Charter Revision Commission**.** The City posts all financial statements on its web site and has hard copies available at City Hall. The Charter currently requires financial statements to be made available at the office of the City Clerk and quarterly financial statements at the library. Shall the Charter be amended to remove the outdated requirements for printing financial statements?

Respaldada por la Comisión de Revisión de Estatutos**.** La Ciudad publica todas las declaraciones financieras en su sitio web y tiene copias físicas disponibles en el Ayuntamiento. Los Estatutos actualmente exigen que las declaraciones financieras estén disponibles en la oficina del Secretario de la Ciudad y que las declaraciones financieras trimestrales estén disponibles en la biblioteca. ¿Deben enmendarse los Estatutos para eliminar los requisitos anticuados de imprimir las declaraciones financieras?

_____ YES/SÍ

_____ NO/NO

City of Tarpon Springs
No. 19 Charter Amendment

Ciudad de Tarpon Springs
Enmienda n.º 19 a los Estatutos

Providing for a City Sidewalk Improvement Plan

Establecimiento de un Plan de Mejoras a las Banquetas de la Ciudad

Sponsored by the Charter Revision Commission. The Charter has a sidewalk improvement fund but is silent as to a sidewalk improvement plan. Shall the Charter be amended to require a Sidewalk Improvement Plan by 2029?

Respaldada por la Comisión de Revisión de los Estatutos. Los Estatutos establecen un fondo para mejoras de banquetas pero no establecen nada sobre un plan de mejoras de banquetas. ¿Deben enmendarse los Estatutos para exigir un Plan de Mejoras de Banquetas para el 2029?

_____ YES/SÍ

_____ NO/NO

City of Tarpon Springs
No. 20 Charter Amendment

Ciudad de Tarpon Springs
Enmienda n.º 20 a los Estatutos

Providing for an Increase in Sidewalk Improvement Funding

Establecer un Aumento del Fondo para Mejoras de Banquetas

Sponsored by Charter Revision Commission. The City Charter created a street and sidewalk fund to support street, drainage, and sidewalk improvements annually in the amount of $100,000.00. The Charter Revision Commission has determined that the annual funds are insufficient. Shall the requirements of the sidewalk fund be amended to allow the Board of Commissioners to appropriate up to $300,000.00 annually for sidewalk improvements from the fund?

Respaldada por la Comisión de Revisión de los Estatutos. Los Estatutos de la Ciudad crearon un fondo por la cantidad de $100,000.00 para apoyar mejoras a las calles, drenaje y banquetas anualmente. La Comisión de Revisión de los Estatutos determinó que los fondos anuales son insuficientes. ¿Deberán enmendarse los requisitos del fondo para banquetas para permitir que la Junta de Comisionados destine hasta $300,000.00 del fondo anualmente para mejoras a las banquetas?

_____ YES/SÍ
_____ NO/NO

City of Tarpon Springs
No. 21 Charter Amendment

Ciudad de Tarpon Springs
Enmienda n.º 21 a los Estatutos

Initiative and Referendum

Iniciativa y Referéndum

Sponsored by Charter Revision Commission. The City Charter presently requires initiative petitions to contain verified signatures of at least 15% of the qualified electors registered to vote at the last regular municipal election. Shall the Charter be amended to reduce the percentage of qualified electors to initiate a petition to 10%?

Respaldada por la Comisión de Revisión de los Estatutos. Los Estatutos de la Ciudad actualmente exigen que las peticiones de iniciativa contengan firmas verificadas de al menos el 15% de los electores calificados que estén registrados para votar en la última elección municipal regular. ¿Deben enmendarse los Estatutos para reducir el porcentaje de electores calificados para iniciar una petición a 10%?

_____ YES/SÍ

_____ NO/NO

City of Tarpon Springs
No. 22 Charter Amendment

Ciudad de Tarpon Springs
Enmienda n.º 22 a los Estatutos

Initiative and Referendum

Iniciativa y Referéndum

Sponsored by the Charter Revision Commission. The Charter requires a referendum election be held 90 days from the date of filing thereof, or as soon thereafter as the supervisor of elections shall permit. Shall the Charter be amended to simply require a referendum election be held at the next City or county election?

Respaldada por la Comisión de Revisión de los Estatutos. Los Estatutos exigen que se celebre un referéndum de elección en un periodo de 90 días a partir de la fecha de presentación, o tan pronto como el supervisor electoral lo permita. ¿Deben enmendarse los Estatutos para simplemente exigir que se celebre un referéndum de la elección en la siguiente elección de la Ciudad o el condado?

_____ YES/SÍ

_____ NO/NO

City of Tarpon Springs
No. 23 Charter Amendment

Ciudad de Tarpon Springs
Enmienda n.º 23 a los Estatutos

Amend City Hospital Name

Enmienda al Nombre del Hospital de la Ciudad

Sponsored by Charter Revision Commission. The City Charter presently references the City owned hospital as Advent Health North Pinellas. The name of the hospital Lessee is Tarpon Springs Hospital Foundation, Inc. Shall the Charter be amended to reflect the current and accurate name of the Lessee of the City owned property, Tarpon Springs Hospital Foundation, Inc.?

Respaldada por la Comisión de Revisión de los Estatutos. Los Estatutos de la Ciudad actualmente hacen referencia al hospital que es propiedad de la Ciudad como Advent Health North Pinellas. El nombre del Arrendatario del hospital es Tarpon Spring Hospital Foundation, Inc. ¿Deben enmendarse los Estatutos para reflejar el nombre actual y correcto del Arrendatario de la propiedad que posee la Ciudad, Tarpon Springs Hospital Foundation, Inc.?

_____ YES/SÍ

_____ NO/NO

City of Tarpon Springs
No. 24 Charter Amendment

Ciudad de Tarpon Springs
Enmienda n.º 24 a los Estatutos

Clarification of Grammar and Scrivener's Errors

Aclaración de Errores Gramaticales y de Escritura

Sponsored by Charter Revision Commission. Currently, the City Charter contains multiple grammar and scrivener's errors. Shall the City Charter be comprehensively amended to correct any and all grammar and scrivener's errors?

Respaldada por la Comisión de Revisión de los Estatutos. Actualmente, los Estatutos de la Ciudad contienen muchos errores gramaticales y de escritura. ¿Deben enmendarse los Estatutos de la Ciudad de forma integral para corregir todos y cada uno de los errores gramaticales y de escritura?

_____ YES/SÍ

_____ NO/NO

Section 7. The City Clerk is directed to notify the Pinellas County Supervisor of Elections that the referendum items provided above shall be considered by the electors of the City of Tarpon Springs at the Municipal General/Referendum Election to be held on March11, 2025, and the ballot accordingly published.

Section 8. The polls shall open at the hours established for the Municipal General/Referendum Election. As provided in Chapter 2 of the Code, the polling places shall be established by contract between the City Clerk and the Supervisor of Elections of Pinellas County.

Section 9. The Mayor and the City Clerk are hereby authorized to execute the standard agreement with the Pinellas County Supervisor of Elections for the procurement of the necessary ballots and equipment for said election, which contract shall include the testing, equipment, ballots, poll workers, polling places, procurement of absentee ballots and processing thereof, and the tabulation of the ballots at the election.

Section 10. This Resolution shall become effective immediately upon final passage and adoption.

RESOLUTION NO. 2024-60

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA AUTHORIZING THE ISSUANCE OF A NON-AD VALOREM REVENUE NOTE, SERIES 2024 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $5,300,000 TO FINANCE THE PURCHASE OF PROPERTY FOR USE AS A PERMANENT DREDGE SPOIL SITE, EXPAND WATER UTILITY FACILITIES, RECREATIONAL TRAIL PARKING AND ACCESS AND OTHER MUNICIPAL USES AND TO PAY ASSOCIATED TRANSACTIONAL COSTS; PROVIDING THAT SUCH NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM NON-AD VALOREM REVENUES BUDGETED AND APPROPRIATED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF SUCH NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA:

Section 1: *Authority for this Resolution*. This Resolution is adopted pursuant to the provisions of Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the City of Tarpon Springs, Florida, and other applicable provisions of law.

Section 2: *Definitions*. The following words and phrases shall have the following meanings when used herein:

"Act" means Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the Issuer, and other applicable provisions of law.

"Business Day" means any day except any Saturday or Sunday or day on which the Principal Office of the Original Purchaser is closed.

"City Attorney" means any duly appointed and acting City Attorney of the Issuer or any duly authorized deputy thereof.

"City Clerk & Collector" means the duly appointed and acting City Clerk & Collector of the Issuer, or any duly authorized deputy thereof.

"*City Manager*" means the City Manager of the Issuer, or any assistant or deputy City Manager of the Issuer.

"Code" means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto.

"Debt" has the meaning given in Section 19 hereof.

"Debt Service Fund" means the Debt Service Fund established with respect to the Note pursuant to Section 9 hereof.

"Finance Director" means the duly appointed and acting Finance Director of the Issuer, or any assistant or deputy Finance Director of the Issuer.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Issuer" means the City of Tarpon Springs, Florida, a municipal corporation of the State of Florida.

"Maturity Date" means October 1, 2034.

"Mayor" means the Mayor of the Issuer, or in his or her absence or inability to act, the Vice-Mayor.

"Non-Ad Valorem Revenues" means all legally available revenues of the Issuer other than ad valorem tax revenues.

"Note" means the Non-Ad Valorem Revenue Note, Series 2024 authorized by Section 4 hereof.

"Note Counsel" means Bryant Miller Olive P.A.

"Original Purchaser" means TD Bank, N.A., together with its successors and assigns.

"Owner" means the Person in whose name or names the Note shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Resolution.

"Permitted Lender" means any affiliate of the Original Purchaser or any bank, trust company, savings institution, insurance company or qualified institutional buyer under Rule 144A promulgated under the Securities Act of 1933, as amended that is engaged as a regular part

of its business in purchasing notes or obligations similar to the Note or is an accredited investor under Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended.

"Person" means any natural persons, firms, trusts, estates, associations, corporations, partnerships, and public bodies.

"Pledged Revenues" means the Non-Ad Valorem Revenues budgeted, appropriated, and deposited in the Debt Service Fund and any proceeds of the Note on deposit in the Debt Service Fund and Project Fund as provided herein, together with investment income on deposit in such respective funds.

"Principal Office" means with respect to the Original Purchaser, the office located at 2307 West Kennedy Boulevard, 2nd Floor, Tampa, Florida 33609 or such other office as the Original Purchaser may designate to the Issuer in writing.

"Project" means the purchase of the Stamas Property located on L&R Industrial Boulevard to use as a permanent dredge spoil site, expand water facilities, recreational trail parking/access and other municipal uses.

"Project Fund" means the Project Fund established with respect to the Note pursuant to Section 10 hereof.

"Resolution" means this Resolution, pursuant to which the Note is authorized to be issued, including any supplemental resolution(s).

"State" means the State of Florida.

Section 3: *Findings.*

(A) For the benefit of its inhabitants, the Issuer finds, determines, and declares that it is necessary for the continued preservation of the health, welfare, convenience and safety of the Issuer and its inhabitants to finance the costs of the Project. Issuance of the Note to finance the Project satisfies a public purpose.

(B) Debt service on the Note will be secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues as provided herein. The Pledged Revenues will be sufficient to pay the principal and interest on the Note herein authorized, as the same become due, and to make all deposits and payments required by this Resolution.

(C) The Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Note or to make any other payments to be made hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees, or any Non-Ad Valorem Revenues. The Note shall not constitute a lien on any

property owned by or situated within the city limits of the Issuer other than the Pledged Revenues.

(D) It is estimated that the Non-Ad Valorem Revenues will be available after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying funding requirements for essential governmental services of the Issuer, in amounts sufficient to provide for the payment of the principal of and interest on the Note and all other payment obligations hereunder.

(E) The Note does not require referendum approval under the municipal charter of the Issuer because it matures in no more than ten years and is not expected to be refinanced with longer term debt.

(F) The Project required referendum approval under the municipal charter of the Issuer, and was approved by referendum.

(G) The Issuer has received an offer from the Original Purchaser to purchase the Note pursuant to the terms and provisions of this Resolution.

(H) The Issuer desires to designate the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, and as such, the Issuer and any subordinate entities of the Issuer and any issuer of "tax-exempt" debt that issues "on behalf of" the Issuer do not reasonably expect during the calendar year 2024 to issue more than $10,000,000 of "tax-exempt" obligations including the Note, exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code).

(I) In consideration of the purchase and acceptance of the Note authorized to be issued hereunder by those who shall be the Owner thereof from time to time, this Resolution shall constitute a contract between the Issuer and the Original Purchaser or any subsequent Owner.

Section 4: *Authorization of Note and Use of Proceeds*. Subject and pursuant to the provisions of this Resolution, an obligation of the Issuer to be known as the "City of Tarpon Springs, Florida Non-Ad Valorem Revenue Note, Series 2024" is hereby authorized to be issued under and secured by this Resolution, in the principal amount of not to exceed $5,300,000 for the purpose of financing the Project and paying the costs of issuing the Note. The use of the proceeds of the Note as heretofore described is also authorized.

Because of the characteristics of the Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Note, it is in the best interest of the Issuer to accept the offer of the Original Purchaser to purchase the Note at a private negotiated sale, which was based upon a competitive selection process. Prior to the issuance of the Note, the Issuer shall receive from the Original Purchaser a Purchaser's Certificate, in substantially the form

attached hereto as Exhibit B and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, in substantially the form of which is attached hereto as Exhibit C.

Section 5: *This Resolution to Constitute Contract.* In consideration of the acceptance of the Note authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Owner.

Section 6: *Description of the Note*. The Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Original Purchaser, subject to the following terms:

(A) Interest Rate. The Note shall have a fixed interest rate equal to 4.39% (subject to adjustment upon the occurrence of certain events as provided in the Note) (the "Interest Rate") calculated on a 30/360-day basis.

(B) Principal and Interest Payment Dates. Interest on the Note shall be paid semi-annually on each April 1 and October 1, commencing April 1, 2025. Principal on the Note shall be paid annually in the amounts and on the dates set forth in the Note with a final maturity date of the Maturity Date.

(C) Prepayment of the Note. The Note shall be subject to prepayment as described in the Note.

(D) Form of the Note; Execution and Delivery of the Note. The Note is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor. The Note shall be executed on behalf of the Issuer with the manual signature of the Mayor and shall have impressed thereon the official seal of the Issuer, shall be attested with the manual signature of the City Clerk & Collector, and the form and correctness shall be approved by the manual signature of the City Attorney, and the Mayor, the City Clerk & Collector and the City Attorney are hereby authorized to so execute, attest and approve the Note on behalf of the Issuer.

In case any one or more of the officers of the Issuer who shall have signed or sealed the Note shall cease to be such officer or officers of the Issuer before the Note so signed and sealed shall have been actually sold and delivered, such Note may nevertheless be sold and delivered as if the persons who signed or sealed such Note had not ceased to hold such offices. The Note may be signed and sealed on behalf of the of the Issuer by such person who at the actual time of the execution of such Note shall hold the proper office, although at the date of such execution of the Note such person may not have held such office or may not have been so authorized.

(E) Original Denomination. The Note shall originally be issued in a single denomination equal to the original principal amount authorized hereunder; provided, however, such Note may be transferred in less than the then outstanding principal amount, so long as the denomination or denominations are not less than $100,000.

Section 7: *Registration and Exchange of the Note; Person Treated as Owner*. The Note is initially registered to the Original Purchaser. So long as the Note shall remain unpaid, the Issuer will keep books for the registration and transfer of the Note. The Note shall be transferable only upon such registration books. Notwithstanding anything herein to the contrary, the Original Purchaser may in the future make transfers, in whole or in part, or enter into participation agreements or securitization transactions with respect to the Note; provided, however, such transfers shall be only to a Permitted Lender and the Note may not be transferred in a denomination of less than $100,000.

The Person in whose name the Note shall be registered shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of principal and interest on such Note shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Section 8: *Payment of Principal and Interest; Limited Obligation*. The Issuer promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Note is secured by a pledge of and lien upon the Pledged Revenues in the manner and to the extent described herein. The Note shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof. No Owner of the Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or the use of ad valorem tax revenues to pay such Note or be entitled to payment of such Note from any funds of the Issuer except from the Pledged Revenues as described herein.

Section 9: *Covenant to Budget and Appropriate*. (A) Subject to the next paragraph, the Issuer covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, amounts sufficient to pay principal of and interest on the Note and other amounts payable hereunder and under the Note not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Issuer to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and

deposited as provided herein. The Issuer further acknowledges and agrees that the obligations of the Issuer to include the amount of such amendments in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues (except as provided in Section 19 hereof), nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Owner of the Note a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a lien on and pledge of specific components of the Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem tax power or ad valorem taxing revenues or to permit or constitute a mortgage or lien upon any assets owned by the Issuer and no Owner of the Note nor any other Person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. Notwithstanding any provisions of this Resolution or the Note to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Resolution nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Issuer, but shall be payable solely as provided herein subject to the availability of Non-Ad Valorem Revenues after satisfaction of funding requirements for obligations having an express lien on or pledge of such revenues, payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer, and the provisions of Section 166.241, Florida Statutes, insofar as there are not sufficient Non-Ad Valorem Revenues to comply with such covenant after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues.

There is hereby created and established the "City of Tarpon Springs, Florida Non-Ad Valorem Revenue Note, Series 2024 Debt Service Fund," which fund shall be a trust fund held by the Finance Director, which shall be held solely for the benefit of the Owner of the Note. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein for such Debt Service Fund. The money in such Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the

State. The designation and establishment of the Debt Service Fund in and by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Issuer for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided. The Issuer may at any time and from time to time appoint one or more depositaries to hold, for the benefit of the Owner of the Note, the Debt Service Fund established hereby. Such depository or depositaries shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from such Debt Service Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agent and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars ($50,000,000).

(B) Commencing in the month following the date of issuance of the Note, the Issuer shall deposit into or credit to the Debt Service Fund 1/6th of the interest due on the Note on the next succeeding interest payment date and 1/12th of the principal due on the next succeeding principal payment date, together with any amounts necessary to make up prior deficiencies in such Debt Service Fund.

(C) Until applied in accordance with this Resolution, the Non-Ad Valorem Revenues of the Issuer on deposit in the Debt Service Fund and other amounts on deposit from time to time therein, plus any earnings thereon, are pledged to the repayment of the Note. The Issuer does further covenant and represent that it has the power under the Act to irrevocably pledge the Pledged Revenues to the payment of the principal and interest on the Note and that the pledge of the Pledged Revenues in the manner provided herein shall not be subject to repeal, modification or impairment, by any subsequent resolution, ordinance or other proceeding of the Issuer without the written consent of the Owner.

Section 10. *Application of Proceeds of Note*. Proceeds from the sale of the Note shall be deposited into the Project Fund (hereinafter created) and used to finance the Project and pay associated costs of issuance (including but not limited to legal and financial advisory fees and expenses).

The Issuer covenants and agrees to establish a special fund to be designated "City of Tarpon Springs, Florida Non-Ad Valorem Revenue Note, Series 2024, Project Fund." The designation and establishment of the Project Fund by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain assets of the Issuer for certain purposes and to establish certain priorities for application of such assets as herein provided. Amounts on deposit from

time to time in the Project Fund, plus any earnings thereon, are pledged to the repayment of the Note.

The funds and accounts created and established by this Resolution shall constitute trust funds for the purpose provided herein for such funds. Moneys on deposit to the credit of all funds and accounts created hereunder may be invested pursuant to applicable law and the Issuer's written investment policy and shall mature not later than the dates on which such moneys shall be needed to make payments in the manner herein provided. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the account from which the said investment was withdrawn, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, except as expressly provided in this Resolution, and any loss resulting from such investment shall likewise be charged to said fund or account.

Section 11: *No Reserve Funding*. The Note shall not be secured by any reserve fund or account.

Section 12: *Tax Covenant*. The Issuer covenants to the Owner of the Note provided for in this Resolution that the Issuer will not make any use of the proceeds of the Note at any time during the term of the Note which, if such use had been reasonably expected on the date the Note was issued, would cause such Note to be an "arbitrage bond" within the meaning of the Code. The Issuer will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Note from the gross income of the Owner thereof for purposes of federal income taxation.

Section 13: *Amendment*. This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Note, except with the prior written consent of the Owner of the Note.

Section 14: *Limitation of Rights*. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Note are intended or shall be construed to give to any Person other than the Issuer and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owner.

Section 15: *Note Mutilated, Destroyed, Stolen or Lost*. In case the Note shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Owner furnishing the Issuer proof of ownership thereof and a lost bond affidavit, including the acknowledgment that there are no further obligations in respect to the mutilated, destroyed,

stolen or lost Note, as applicable, and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such reasonable expenses as the Issuer may incur. The Note so surrendered shall be canceled.

Section 16: Impairment of Contract. The Issuer covenants with the Owner of the Note that it will not, without the prior written consent of a majority in outstanding principal amount of the Note, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner of the Note hereunder.

Section 17: Further Covenants. The Issuer shall provide the Owner of the Note with a copy of its annual budget within 60 days of its adoption and such other financial information regarding the Issuer as the Owner of the Note may reasonably request. The Issuer shall provide the Owner of the Note with annual financial statements for each Fiscal Year of the Issuer not later than 270 days after the close of the prior Fiscal Year, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant. All accounting terms not specifically defined or specified herein shall have the meanings attributed to such terms under generally accepted accounting principles as in effect from time to time, consistently applied.

Section 18: *Events of Default; Remedies of Owner of the Note.* The following shall constitute Events of Default: (i) if the Issuer fails to pay any payment of principal of or interest on the Note or other amounts owing hereunder or under the Note or other debt payable from any Non-Ad Valorem Revenues as the same becomes due and payable; (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Note (other than set forth in (i) above) and fails to cure the same within thirty (30) days from the earlier of (a) following notice thereof or (b) from the date when the Issuer was required under the immediately succeeding paragraph to provide notice thereof to the Owner; (iii) the Resolution or the Note is determined to be unenforceable, (iv) any warranty or representation of the Issuer contained in the Resolution or the Note is false, erroneous, or misleading in any material respect when made; (v) filing of a petition by or against the Issuer relating to bankruptcy, insolvency, declaration of financial emergency, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for 90 days undismissed or undischarged or (vi) if the Issuer refuses to honor its obligations under this Resolution or the Note;

Upon obtaining knowledge of an Event of Default, the Issuer shall within 5 days of obtaining such knowledge, provide written notice of any such Event of Default to the Owner of the Note. Such notice shall include a detailed statement by a responsible employee of the Issuer of all relevant facts and the action being taken or proposed to be taken by the Issuer with respect

thereto. Regardless of the date of receipt of such notice by the Owner, such date shall not in any way modify the date of occurrence of the actual Event of Default.

Upon the occurrence and during the continuation of any Event of Default, the Owner of the Note may, in addition to any other remedies set forth in this Resolution or the Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer. Upon an Event of Default under clause (i) of the first paragraph above, the Issuer shall have the right to declare the unpaid principal amount of the Note to be, and the same shall thereupon forthwith become, immediately due and payable, together with the interest accrued thereon and all fees, costs, expenses, indemnities and other amounts payable hereunder and the Note, all without presentment, demand, notice, declaration, protest or other requirements of any kind, all of which are hereby expressly waived.

To the extent that any other loan secured by a covenant to budget and appropriate Non-Ad Valorem Revenues has more restrictive remedies in the Event of Default, the Owner shall also receive the benefit of such remedies.

The Issuer shall reimburse the Owner (and their agents) for all reasonable legal and collection costs incurred in the exercise of remedies hereunder, to collect payments due under the Note or to enforce the provisions of this Resolution.

In the event that the Issuer grants the holders of any debt payable from a covenant to budget and appropriate legal available non- ad valorem revenues the right to declare the outstanding balance under such debt to be immediately due and payable or require the mandatory prepayment in full thereof, in each case upon any breach or event of default pursuant to contract, and such debt have been accelerated, then the Owner of the Note shall have the right to declare the unpaid principal amount of the Note to be, and the same shall thereupon forthwith become, immediately due and payable, together with the interest accrued thereon and all fees, costs, expenses, indemnities and other amounts payable hereunder and the Note, all without presentment, demand, notice, declaration, protest or other requirements of any kind, all of which are hereby expressly waived.

In addition to remedies hereunder, if any payment due the Owner of the Note is more than fifteen (15) days overdue, a late charge of six percent (6%) of the overdue payment shall be assessed.

Section 19: *Anti-Dilution Test*. The Issuer may incur additional debt secured by all or a portion of the Non-Ad Valorem Revenues only if the total amount of Non-Ad Valorem Revenues for the prior Fiscal Year were at least 2.00 times the maximum annual debt service of all debt (including the debt proposed to be incurred) to be paid from Non-Ad Valorem Revenues

(collectively, "Debt"), including any Debt payable from one or several specific Non-Ad Valorem Revenues.

For purposes of calculating maximum annual debt service if the terms of the Debt are such that interest thereon for any future period of time is to be calculated at a rate which is not then susceptible of precise determination ("Variable Rate Debt"), interest on such Variable Rate Debt shall be computed as follows:

(a) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is less than or equal to 25% of the principal amount of all Debt (including the Debt proposed to be incurred), an interest rate equal to the higher of 12% per annum or The Bond Buyer 40 Index shall be assumed; or

(b) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is more than 25% of the principal amount of all Debt (including the Debt proposed to be incurred), the maximum rate which could be borne by such Variable Rate Debt shall be assumed.

For purposes of calculating maximum annual debt service, balloon indebtedness shall be assumed to amortize in up to 20 years (from the calculation date) on a level debt service basis. In the event that the Issuer is required to fund a reserve fund, the funding of such reserve fund shall be included in the calculation of debt service. For purposes of this paragraph, "balloon indebtedness" includes indebtedness if 25% or more of the principal amount thereof comes due in any one year. Additionally, if any Debt possesses a put or tender right, it should be ignored for the purposes of calculating debt service.

Section 20: *Severability.* If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 21: *Business Days*. In any case where the due date of interest on or principal of the Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner.

Section 22: *Applicable Provisions of Law*. This Resolution shall be governed by and construed in accordance with the laws of the State.

Section 23: *Rules of Interpretation*. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore,"

"hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

Section 24: *Captions.* The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 25: *Board of Commissioners Members Exempt from Personal Liability*. No recourse under or upon any obligation, covenant or agreement of this Resolution or the Note or for any claim based thereon or otherwise in respect thereof, shall be had against any Board of Commissioners members, charter officials or employees of the Issuer as such, of the Issuer, past, present or future, either directly or through the Issuer it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the Board of Commissioners members, charter officials or employees of the Issuer as such, under or by reason of the obligations, covenants or agreements contained in this Resolution or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such Board of Commissioners member, charter official or employee of the Issuer as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution and the issuance of the Note, on the part of the Issuer.

Section 26: *Authorizations*. The Mayor and any member of the Board of Commissioners, the City Manager, the City Attorney, the Finance Director, the City Clerk & Collector and such other officials and employees of the Issuer as may be designated by the Issuer are each designated as agents of the Issuer in connection with the issuance and delivery of the Note and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the Issuer that are necessary or desirable in connection with the execution and delivery of the Note, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

Section 27: *Bank Qualified.* The Issuer hereby designates the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The Issuer and any subordinate entities of the Issuer and any issuer of "tax-exempt" debt that issues "on behalf of" the Issuer do not reasonably expect during the calendar year 2024 to issue more than $10,000,000 of "tax-exempt" obligations including the Note, exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code).

Section 28: *Repealer.* This Resolution supersedes all prior actions of Board of Commissioners inconsistent herewith. All resolutions or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of any such conflict.

Section 29: *No Third Party Beneficiaries*. Except such other Person as may be expressly described in this Resolution or in the Note, nothing in this Resolution or in the Note, expressed or implied, is intended or shall be construed to confer upon any Person, other than the Issuer and the Owner, any right, remedy or claim, legal or equitable, under and by reason of this Resolution, or any provision thereof, or of the Note, all provisions thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Person who shall from time to time be the Owner.

Section 30: *Waiver of Jury Trial*. To the extent permitted by law, the Issuer and the Owner, by virtue of acceptance of the Note, knowingly, voluntarily, and intentionally waives any right it may have to a trial by jury, with respect to any litigation or legal proceedings based on or arising out of this Resolution or the Note, including any course of conduct, course of dealings, verbal or written statement or actions or omissions of any party which in any way relates to the Note or this Resolution.

Section 31: *Notices.* Any notice or other communication to be given to the Owner under this Resolution shall be given by delivering the same in writing to the Principal Office or such other address as the Owner may designate to the Issuer in writing.

Section 32: *No Advisory or Fiduciary Relationship.* In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of any other documents related hereto), the Issuer acknowledges and agrees, that: (a) (i) it has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) it is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and any other loan documents, (iii) the Owner is not acting as a municipal advisor or financial advisor to the Issuer and (iv) the Owner has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the Issuer with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender has provided other services or is currently providing other services to the Issuer on other matters); (b) (i) the Owner is and has been acting solely as a principal in an arm's length commercial lending transaction and has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Issuer, or any other person and (ii) the Owner has no obligation to the Issuer, with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the Note; (c) notwithstanding anything herein to the contrary, it is the intention of the Issuer and the Owner that the loan documents represent a commercial loan transaction not involving the issuance and sale of a municipal security, and that any bond, note or other debt instrument that may be delivered to the Owner is delivered solely to evidence the repayment obligations of the Issuer under the loan document; and (d) the Owner may be engaged in a broad range of transactions that involve interests that differ from those of the Issuer, and the Owner has no obligation to disclose any of such interests to the Issuer. To the fullest extent permitted by law, the Issuer hereby waives and releases any claims that it may have against the Owner with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any

transactions contemplated hereby. If the Issuer would like a municipal advisor in this transaction that has legal fiduciary duties to the Issuer, the Issuer is free to engage a municipal advisor to serve in that capacity. The transactions contemplated herein and the Note are delivered, pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq, to the extent that such rules apply to the transactions contemplated hereunder.

[Remainder of page intentionally left blank]

Section 33: *Effective Date.* This Resolution shall be in full force and effect and take effect immediately upon its passage and adoption.

PASSED and ADOPTED this 17th day of December, 2024.

_____
MAYOR

_____
VICE MAYOR

_____
COMMISSIONER

_____
COMMISSIONER

_____
COMMISSIONER

MOTION BY: COMMISSIONER_____
SECOND BY: COMMISSIONER_____

VOTE ON MOTION

MAYOR_____
VICE MAYOR_____
COMMISSIONER _____
COMMISSIONER _____
COMMISSIONER _____

ATTEST:

_____
KATHERINE M. MANOUSOS

DEPUTY CITY CLERK & COLLECTOR

APPROVED AS TO FORM:

_____
ANDREW W.J. DICKMAN

CITY ATTORNEY

EXHIBIT A

[FORM OF NOTE]

Dated Date: December 20, 2024 $5,300,000

Interest Rate 4.39%
(subject to adjustment as described herein)

STATE OF FLORIDA
CITY OF TARPON SPRINGS, FLORIDA
NON-AD VALOREM REVENUE NOTE, SERIES 2024

KNOW ALL MEN BY THESE PRESENTS that the City of Tarpon Springs, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of TD Bank, N.A. or registered assigns (hereinafter, the "Owner"), the principal sum of $5,300,000, on the dates and in the amounts as hereinafter described, together with interest on the principal balance at the "Interest Rate" described below, calculated on a 30/360-day basis, however, that such interest rate shall in no event exceed the maximum interest rate permitted by applicable law. This Note shall have a final "Maturity Date" of October 1, 2034.

The Interest Rate is equal to 4.39% (subject to adjustment as described herein).

Interest shall be payable to the Owner on each April 1 and October 1, commencing on April 1, 2025.

A final payment in the amount of the remaining principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on the Maturity Date.

After July 1, 2026, this Note may be prepaid in whole or in part at any time. The Issuer shall provide prior written notice of thirty (30) days for such prepayment. On and before July 1, 2026, this Note shall not be subject to optional prepayment in whole or in part.

Partial prepayments will be applied in inverse order of scheduled maturity or amortization installments.

If any date for the payment of principal and interest hereon shall fall on a day which is not a Business Day (as defined in the Resolution hereinafter defined) the payment due on such date shall be due on the next succeeding day which is a Business Day, but the Issuer shall not receive credit for the payment until it is actually received by the Owner.

All payments by the Issuer pursuant to this Note shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to principal.

THIS NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER OF THIS NOTE THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN OR THE USE OF AD VALOREM TAX REVENUES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE RESOLUTION.

This Note is issued pursuant to Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the Issuer and other applicable provisions of law, and a resolution duly adopted by the Issuer on December 17, 2024, as from time to time amended and supplemented (herein referred to as the "Resolution"), and is subject to all the terms and conditions of the Resolution. All terms, conditions and provisions of the Resolution including, without limitation, remedies in the Event of Default are by this reference thereto incorporated herein as a part of this Note. Payment of this Note is secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues of the Issuer and a pledge of and lien upon the Pledged Revenues, in the manner and to the extent described in the Resolution. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

Unless earlier prepaid, the principal amount of this Note shall be paid in the following amounts on the following dates:

Dates	Amounts
October 1, 2025	$348,000
October 1, 2026	460,000
October 1, 2027	481,000
October 1, 2028	502,000
October 1, 2029	524,000
October 1, 2030	547,000
October 1, 2031	571,000
October 1, 2032	596,000
October 1, 2033	622,000
October 1, 2034	649,000

*Final Maturity

In the event of a Determination of Taxability, the interest rate shall be subject to a full gross-up modification, as determined by the Owner and its counsel (the "Taxable Rate"), effective retroactively to the date on which such Determination of Taxability was made. In addition, upon a Determination of Taxability, the Issuer agrees to pay to the Owner subject to such Determination

of Taxability the Additional Amount upon demand. "Additional Amount" means (i) the difference between (a) interest on this Note for the period commencing on the date on which the interest on this Note ceased to be excludable from gross income for federal income tax purposes and ending on the earlier of the date this Note ceased to be outstanding or such adjustment is no longer applicable to this Note (the "Taxable Period") at a rate per annum equal to the Taxable Rate, and (b) the aggregate amount of interest paid on this Note for the Taxable Period under the provisions of this Note without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by such Owner to the Internal Revenue Service by reason of such Determination of Taxability. As used herein, "Determination of Taxability" means a final decree or judgment of any federal court or a final action of the Internal Revenue Service or of the United States Treasury Department determining that any interest payable on this Note is includable in the gross income of the Owner. No such decree or action shall be considered final for the purposes of this paragraph unless the Issuer has been given written notice thereof and, if it is so desired by the Issuer and is legally permissible, the Issuer has been afforded the opportunity to contest the same, at its own expense, either directly or in the name of the Owner and until the conclusion of any appellate review, if sought.

Upon and during the continuance of an Event of Default, the Note shall bear interest at the "Default Rate." For purposes of this Note, the term "Default Rate" shall mean 6% per annum in excess of the greater of (i) Prime Rate as quoted in the Wall Street Journal, and (ii) 3%; provided, however, in no event shall the Default Rate exceed the maximum interest rate permitted by applicable law.

This Note shall bear interest at the Interest Rate; provided, however, that if any principal of or interest on this Note is not paid when due, this Note and any amount so in default shall bear interest at the Default Rate until such default is cured. Anything provided in the Resolution or in this Note to the contrary notwithstanding, in no event shall this Note bear interest in excess of the maximum interest rate permitted by applicable law.

This Note may be exchanged or transferred by the Owner hereof to any Permitted Lender but only upon the registration books maintained by the Issuer and in the manner provided in the Resolution.

The Issuer to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in connection with the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Tarpon Springs, Florida has caused this Note to be executed in its name by the manual signature of its Mayor and, attested by the manual

signature of its City Clerk & Collector, to be approved as to form and correctness by the City Attorney, and a seal to be impressed hereon, all as of the 20th day of December, 2024.

CITY OF TARPON SPRINGS, FLORIDA

(SEAL)

_____

Panagiotis Koulias, Mayor

ATTESTED:

_____

Katherine M. Manousos, , Deputy City Clerk & Collector

APPROVED AS TO FORM AND CORRECTNESS

_____

Andrew J. Salzman, City Attorney

EXHIBIT B

FORM OF PURCHASER'S CERTIFICATE

This is to certify that TD Bank, N.A. (the "Purchaser") has not required the City of Tarpon Springs, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the $5,300,000 City of Tarpon Springs, Florida Non-Ad Valorem Revenue Note, Series 2024 dated December 20, 2024 (the "Note"), and no inference should be drawn that the Purchaser, in the acceptance of said Note, is relying on Note Counsel or the City Attorney as to any such matters other than the legal opinions rendered by Note Counsel and by the City Attorney, Unice Salzman Jensen P.A. ("City Attorney"). Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in a resolution adopted by the Board of Commissioners of the Issuer on December 17, 2024 (the "Resolution").

We are aware that a loan to the Issuer involves various risks, that the Note is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the Note is secured solely from the sources described in the Resolution (the "Note Security").

We have made such independent investigation of the Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our loan of the proceeds of the Note and can bear the economic risk of our loan of the proceeds of in the Note.

We acknowledge that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended, and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Note Counsel nor the City Attorney shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are making a loan as evidenced by the Note for our own account and not with a present view to a resale or other distribution to the public. We understand that the Note may be transferred in whole or in part; provided, however, we understand that the Note may only be transferred in accordance with the limitations set forth in the Resolution.

PATRIOT ACT NOTICE. The Purchaser hereby notifies the Issuer that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 signed into law October 26, 2001) (the "Act"), the Purchaser may be required to obtain, verify and record information that

identifies the Issuer, which information includes the name and address of the Issuer and other information that will allow the Purchaser to identify the Issuer in accordance with the Act.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are an "accredited investor" within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder.

DATED this 20th of December, 2024.

TD BANK, N.A.

By:_____
Name: Robert Catoe
Title: Vice President

EXHIBIT C

FORM OF DISCLOSURE LETTER

Following a competitive selection process, the undersigned, as purchaser, proposes to negotiate with the City of Tarpon Springs, Florida (the "Issuer") for the private purchase of its $5,300,000 Non-Ad Valorem Revenue Note, Series 2024 dated December 20, 2024 (the "Note"). Prior to the award of the Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Purchaser") in connection with the issuance of the Note (such fees and expenses to be paid by the Issuer):

$8,500
Holland & Knight, Purchaser's Counsel
Legal Fees

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Note to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Purchaser is $0.

4. The management fee to be charged by the Bank is $0.

5. Truth-in-Bonding Statement:

The Note is being issued primarily to purchase of the Stamas Property located on L&R Industrial Boulevard to use as a permanent dredge spoil site, expand water facilities, recreational trail parking/access and other municipal uses.

Unless earlier prepaid, the Note is expected to be repaid by October 1, 2034, at an interest rate of 4.39%, total interest paid over the life of the Note is estimated to be $1,330,650.46.

The Note will be payable solely from a covenant to budget, appropriate and deposit from Non-Ad Valorem Revenues sufficient to make such payments, appropriated and deposited as described in a resolution of the Issuer adopted on December 17, 2024 (the "Resolution"). See the Resolution for a definition of Non-Ad Valorem Revenues. Issuance of the Note is estimated to result in an annual average of approximately $677,942.11 of revenues of the Issuer not being available to finance the services of the Issuer during the life of the Note. This paragraph is provided pursuant to Section 218.385, Florida Statutes.

6. The name and address of the Purchaser is as follows:

TD Bank, N.A.
2307 West Kennedy Boulevard, 2nd Floor
Tampa, Florida 33609

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Bank this 20th day of December, 2024.

TD BANK, N.A.

By:_____
Name: Robert Catoe
Title: Vice President

RESOLUTION 2024-61

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, RATIFYING EXECUTIVE ORDER 2024-24 EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY TO DECEMBER 24, 2024; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, Hurricane Helene posed a serious potential threat to the residents and property of Tarpon Springs; and

WHEREAS, Hurricane Helene caused extensive damage to commercial and residential buildings and areas; and

WHEREAS, on September 23, 2024, Governor DeSantis declared a State of Emergency throughout the state due to Hurricane Helene; and

WHEREAS, City Manager Mark G. LeCouris issued a local State of Emergency on September 24, 2024 due to Hurricane Helene; and

WHEREAS, City Manager Charles Rudd issued Executive Order 2024-24 extending the declaration of local State of Emergency through December 24, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, DULY ASSEMBLED THAT:

Section 1. The Board of Commissioners hereby ratifies Executive Order 2024-24.

Section 2. This Resolution take effect immediately upon passage and adoption.

EXECUTIVE ORDER 2024-24

AN EXECUTIVE ORDER OF THE CITY MANAGER OF THE CITY OF TARPON SPRINGS, FLORIDA EXTENDING A STATE OF LOCAL EMERGENCY FOR TARPON SPRINGS DUE TO HURRICANE HELENE AND ITS IMPACT ON THE RESIDENTS AND PROPERTY OF THE CITY

WHEREAS, A State of Emergency was declared for the City of Tarpon Springs by Executive Order 2024-02 on September 24, 2024, due to the threat of Hurricane Helene; and,

WHEREAS, Hurricane Helene had a serious impact on the residents and property of Tarpon Springs; and

WHEREAS, Hurricane Helene caused damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the Board of Commissioners of Pinellas County has extended a State of Emergency effective December 17, 2024; and,

WHEREAS, Chapter 252, Florida Statutes, provides authority for a political sub-division such as the City of Tarpon Springs to declare and extend a State of Local Emergency as necessary in seven (7) day increments allowing the City to waive the procedures and formalities otherwise required of political sub-divisions by law pertaining to:

1. Performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community;

2. Entering into contracts;

3. Incurring obligations;

4. Employment of permanent and temporary workers;

5. Utilization of volunteer workers;

6. Rental of equipment;

7. Acquisition and distribution, with or without compensation, of supplies, materials and facilities;

8. Appropriation and expenditure of public funds.

WHEREAS, The City Commission of the City of Tarpon Springs duly adopted Ordinance 2005-11 on May 17, 2005, providing for declaration of a state of emergency within the City of Tarpon Springs by Executive Order of the City Manager.

NOW, THEREFORE, IT IS DECLARED by this Executive Order of the City Manager of the City of Tarpon Springs this 17th day of December 2024, that:

Section 1. Hurricane Helene had a serious impact on the lives and property of residents of Tarpon Springs, Florida; and

Section 2. The State of Local Emergency shall be extended effective the 17th day of December 2024, and shall be effective until December 24, 2024, or until rescinded for all territory within the legal boundaries of the City of Tarpon Springs, Florida; and

Section 3. The procedures and formalities required by law of a political sub-division are hereby waived as provided in Chapter 252, Florida Statutes.

Dated this 17th day of December, 2024.

_____
Charles Rudd, City Manager

ATTEST:

_____
Irene S. Jacobs, CMC, City Clerk & Collector

RESOLUTION 2024-62

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, RATIFYING EXECUTIVE ORDER 2024-25 EXTENDING THE DELCARATION OF LOCAL STATE OF EMERGENCY TO DECEMBER 24, 2024; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, Hurricane Milton posed a serious potential threat to the residents and property of Tarpon Springs; and

WHEREAS, Hurricane Milton caused extensive damage to commercial and residential buildings and areas; and

WHEREAS, on October 5, 2024, Governor DeSantis declared a State of Emergency throughout the state due to Hurricane Milton; and

WHEREAS, City Manager Charles Rudd issued a local State of Emergency on October 8, 2024 due to Hurricane Milton; and

WHEREAS, City Manager Charles Rudd issued Executive Order 2024-25 declared a local State of Emergency through December 24, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, DULY ASSEMBLED THAT:

Section 1. The Board of Commissioners hereby ratifies Executive Order 2024-25.

Section 2. This Resolution take effect immediately upon passage and adoption.

EXECUTIVE ORDER 2024-25

AN EXECUTIVE ORDER OF THE CITY MANAGER OF THE CITY OF TARPON SPRINGS, FLORIDA EXTENDING A STATE OF LOCAL EMERGENCY FOR TARPON SPRINGS DUE TO HURRICANE MILTON AND ITS IMPACT ON THE RESIDENTS AND PROPERTY OF THE CITY

WHEREAS, A State of Emergency was declared for the City of Tarpon Springs by Executive Order 2024-05 on October 8, 2024, due to the threat of Hurricane Milton (Tropical Storm Milton); and,

WHEREAS, Hurricane Milton had a serious impact on the residents and property of Tarpon Springs; and

WHEREAS, Hurricane Milton caused damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the Board of Commissioners of Pinellas County has extended a State of Emergency effective December 24, 2024; and,

WHEREAS, Chapter 252, Florida Statutes, provides authority for a political sub-division such as the City of Tarpon Springs to declare and extend a State of Local Emergency as necessary in seven (7) day increments allowing the City to waive the procedures and formalities otherwise required of political sub-divisions by law pertaining to:

1. Performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community;

2. Entering into contracts;

3. Incurring obligations;

4. Employment of permanent and temporary workers;

5. Utilization of volunteer workers;

6. Rental of equipment;

7. Acquisition and distribution, with or without compensation, of supplies, materials and facilities;

8. Appropriation and expenditure of public funds.

WHEREAS, The City Commission of the City of Tarpon Springs duly adopted Ordinance 2005-11 on May 17, 2005, providing for declaration of a state of emergency within the City of Tarpon Springs by Executive Order of the City Manager.

NOW, THEREFORE, IT IS DECLARED by this Executive Order of the City Manager of the City of Tarpon Springs this 17th day of December 2024, that:

Section 1. Hurricane Milton had a serious impact on the lives and property of residents of Tarpon Springs, Florida; and

Section 2. The State of Local Emergency shall be extended effective the 17th day of December 2024, and shall be effective until December 24, 2024, or until rescinded for all territory within the legal boundaries of the City of Tarpon Springs, Florida; and

Section 3. The procedures and formalities required by law of a political sub-division are hereby waived as provided in Chapter 252, Florida Statutes.

Dated this 17th day of December, 2024.

_____
Charles Rudd, City Manager

ATTEST:

_____
Irene S. Jacobs, CMC, City Clerk & Collector