

CITY OF OPA-LOCKA

The City of Bright Opportunities



REGULAR COMMISSION MEETING Agenda

**Wednesday, October 22, 2025
6:00 PM**

*Commission Chamber
780 Fisherman Street, 3rd Floor
Opa-locka, FL 33054*

City Commission

**Mayor John H. Taylor, Jr.
Vice Mayor Joseph L. Kelley
Commissioner Sherelean Bass
Commissioner Natasha L. Ervin
Commissioner Luis B. Santiago**

Appointed Officials

**City Manager Sha'mecca Lawson
City Attorney Burnadette Norris-Weeks
City Clerk Joanna Flores, CMC**

SPEAKING BEFORE THE CITY COMMISSION

NOTE: All persons speaking shall come forward and give your full name and address, and the name and address of the organization you are representing.

There is a three (3) minute time limit for speaker/citizens forum and participation at all city commission meetings and public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If your matter requires more than three (3) minutes, please arrange a meeting or an appointment with the City Clerk prior to the commission meeting. City of Opa-locka Code of Ordinances Section 2-57

DECORUM POLICY

Any person making impertinent or slanderous remarks or who become boisterous while addressing the commission, shall be declared to be out of order by the presiding officer, and shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission be granted by the majority vote of the commission members. City of Opa-locka Code of Ordinances Section 2-58

NOTICE TO ALL LOBBYISTS

Any person appearing in a paid or remunerated representative capacity before the city staff, boards, committees and the City Commission is required to register with the City Clerk before engaging in lobbying activities. *City of Opa-locka Code of Ordinances Section 2-18*

FLORIDA STATUTES, CHAPTER 285.0105

"If a person decides to appeal any decision made by the Board, Agency or Commission with respect to the proceedings, and that, for such purpose, that person 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."

PROCEDURES FOR PUBLIC PARTICIPATION

How to watch the meeting

Members of the public can watch public meetings and public hearings at <https://www.youtube.com/user/CityofOpaLocka>

City Commission Meetings are held in-person while allowing virtual participation. Members of the public wishing to address the Commission may do so in person or virtually.

To participate virtually, please register by 7:00 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

CITY OF OPA-LOCKA
"The City of Bright Opportunities"

AGENDA
REGULAR COMMISSION MEETING
October 22, 2025
6:00 PM

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Award Presentation by Commissioner Dr. Sherelean Bass

6. APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions)

7. APPROVAL OF AGENDA:

8. APPROVAL OF MINUTES:

Sunshine Meeting Minutes — September 30, 2025

City Commission and OCRA Joint Workshop Meeting Minutes — October 2, 2025

Regular Commission Meeting Minutes — October 8, 2025

9. DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:

10. PUBLIC PRESENTATIONS:

11. CITIZENS' FORUM:

(Opportunity for discussion of any concerns – please limit to 3 minutes)

12. ACTION ITEMS (items from consent agenda pull list):

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXPAND THE FATS, OILS, AND GREASE (FOG) ELIMINATION PROGRAM WITHIN THE CITY'S SANITARY SEWER SYSTEM WITH IN-PIPE TECHNOLOGY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF O'DONNELL, TEXAS PURCHASING COOPERATIVE OF AMERICA CONTRACT #PCA OD-406-24 WITH INFRASTRUCTURE REHABILITATION U.S.A., INC. TO PERFORM THE REPAIRS OF LIFT STATIONS 5, 6, AND 7 MANHOLE SEWER SYSTEMS, IN AN AMOUNT NOT TO EXCEED SIXTY-FOUR THOUSAND FIVE HUNDRED FORTY-SEVEN DOLLARS AND FIFTY CENTS (\$64,547.50); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING EMERGENCY LIFT STATION NO. 16 DEWATERING SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO THE CONTRACT WITH SHIFF CONSTRUCTION & DEVELOPMENT, LLC FOR THE REPLACEMENT OF LIFT STATION NO. 16 DUE TO DEWATERING CHALLENGES, FOR AN AMOUNT NOT TO EXCEED EIGHTY-SIX THOUSAND SIXTY-THREE DOLLARS AND FORTY-THREE CENTS (\$86,063.43); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A SETTLEMENT AGREEMENT IN THE CASE OF CITY OF OPA-LOCKA V. OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION, INC., D/B/A TEN NORTH GROUP AND OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION, INC., D/B/A TEN NORTH GROUP V. CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager and City Attorney***
5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CANCELLATION OF THE REGULARLY SCHEDULED CITY COMMISSION MEETINGS OF NOVEMBER 26, 2025, AND DECEMBER 24, 2025; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***
6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CREATING AN "OPA-LOCKA HOPE FUND" BUDGET ITEM TO PROVIDE ASSISTANCE FOR ELIGIBLE SENIORS, VETERANS, AND RESIDENTS IN NEED, FACING RENT, MORTGAGE, OR UTILITY PAYMENT**

CHALLENGES; ESTABLISHING STANDARDS FOR ADMINISTRATION, ELIGIBILITY, AND FUNDING MECHANISMS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor*

7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ESTABLISHING AN OWNER-OCCUPIED MINOR HOME REPAIR PROGRAM TO PROVIDE FINANCIAL AND TECHNICAL ASSISTANCE TO ELIGIBLE RESIDENTS FOR REPAIRS THAT IMPROVE SAFETY, HABITABILITY, AND ENERGY EFFICIENCY; ESTABLISHING ADMINISTRATION, ELIGIBILITY, AND FUNDING MECHANISMS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***

8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT TO DECLARE SENATE BILL 180 PERTAINING TO THE IMPOSITION OF A BLANKET STATEWIDE PROHIBITION ON THE EXERCISE OF HOME RULE AUTHORITY LAND USE AND ZONING REGULATIONS UNCONSTITUTIONAL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Kelley***

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

A. FIRST READING ORDINANCE(S)/PUBLIC HEARING(S):

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING CHAPTER 13 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "LICENSES AND BUSINESS REGULATIONS", ARTICLE XIV ENTITLED "LANDLORD PERMIT", SPECIFICALLY AMENDING SECTION 13-274(3) TO REQUIRE ALL APARTMENT BUILDINGS WITH ONE HUNDRED TWENTY (120) UNITS OR MORE TO NOW REQUIRE ARMED SECURITY AND A LIVE-IN PROPERTY MANAGER AND FURTHER REQUIRE THAT ALL APARTMENT BUILDINGS WITHIN THE CITY WITH EIGHTY-FIVE (85) UNITS UP TO ONE HUNDRED NINETEEN (119) UNITS HAVE A SECURITY GUARD ON-SITE TWENTY-FOUR HOURS A DAY AND SEVEN DAYS A WEEK REQUIRING SEMI-ANNUAL INSPECTIONS FOR**

COMPLIANCE; AMENDING SECTION 13-278(B) TO REQUIRE PERMIT APPLICANTS WITH ONE HUNDRED TWENTY (120) APARTMENT UNITS OR MORE TO COMPLETE A SEPARATE FORM TO BE CREATED BY THE CITY, CONTAINING THE NAME OF THE ON-SITE PROPERTY MANAGER AND ACKNOWLEDGMENT THAT A DAILY LOG WILL BE KEPT CONTAINING THE NAME OF THE ON-SITE OFF-DUTY POLICE OFFICER BEFORE A PERMIT SHALL ISSUE; FURTHER, ALL APPLICANTS WITH UNITS OF EIGHTY-FIVE (85) UP TO ONE HUNDRED NINETEEN (119) UNITS SHALL REQUIRE ON A SEPARATE FORM CREATED BY THE CITY AND COMPLETED BY THE APPLICANT CONTAINING THE NAME OF THE ON-SITE SECURITY OFFICER BEFORE A PERMIT SHALL BE ISSUED; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Kelley* **Deferred from 10/08/2025 RCM**

2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REPEALING CHAPTER 16, ARTICLE I, SECTION 16-1, ENTITLED "TEEN AND YOUNG ADULT ADVISORY BOARD", OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*
3. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE XI, ENTITLED "BOARDS, COMMISSIONS AND COMMITTEES", DIVISION 2, ENTITLED "COMMUNITY RELATIONS, RECREATION AND ACTIVITIES BOARD" SECTION 2-479 THROUGH 2-480 TO CHANGE THE NAME OF THE BOARD TO "COMMUNITY RELATIONS, TEEN AND YOUNG ADULT ADVISORY BOARD"; SPECIFICALLY AMENDING SECTION 2-479 TO INCLUDE A FOCUS ON POLICIES, PROJECTS, AND EVENTS INVOLVING YOUTH, TEEN AND YOUNG ADULT PARTICIPATION; PROVIDING FOR A REQUIREMENT TO MAKE RECOMMENDATIONS ON INCREASING YOUTH, TEEN AND YOUNG ADULT PARTICIPATION AND IMPROVE COMMUNICATIONS; AMENDING SECTION 2-480 TO REQUIRE THAT THE TWO MEMBERS CHOSEN AT-LARGE MEMBERS SHALL BE BETWEEN THE AGES OF 16 AND 21 AND BE APPOINTED BY CERTAIN SCHOOL PERSONNEL; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

B. SECOND READING ORDINANCE(S)/PUBLIC HEARING(S):

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORTS:

Vice Mayor Joseph L. Kelley

*** Fiscal Responsibility & Accountability**

*** Miami-Dade MOU**

20. OFFICIAL BOARD APPOINTMENTS:

Civil Service Board

1 Individual Appointment (Mayor Taylor)

1 Individual Appointment (Commissioner Ervin)

1 Individual Appointment (Commissioner Santiago)

Charter Review Board

1 Individual Appointment (Mayor Taylor)

2 At-large Appointments

Planning & Zoning Board

1 Individual Appointment (Vice Mayor Kelley)

1 Individual Appointment (Commissioner Santiago)

Historic Environmental Preservation Board

1 Individual Appointment (Commissioner Santiago)

2 At-Large Appointments (Alternate Members)

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. In celebration of Hispanic Heritage Month, the City of Opa-locka Mayor & Commission presents Conga-locka Latin Street Festival, **Saturday, October 18, 2025** at 3:00 PM, at the Opa-locka Government Center, 780 Fisherman Street, Opa-locka, Florida. *Hosted by Mayor John H. Taylor Jr. and co-hosted by Commissioner Luis B. Santiago*
2. The City of Opa-locka Mayor & Commission presents the Mayor's Business Luncheon, **Tuesday, October 21, 2025** at 11:00 AM, Historic City Hall, 777 Sharazad Boulevard, Opa-locka, Florida. *Hosted by Mayor John H. Taylor Jr.*
3. The City of Opa-locka Mayor & Commission presents Florida City Week Mock Student City Commission Meeting with Dr. Robert B. Ingram Elementary School, **Thursday, October 23, 2025** at 9:30 AM, Opa-locka Government Center Commission Chambers, 780 Fisherman Street, 3rd

Floor, Opa-locka, Florida. Sponsored by Vice Mayor Joseph L. Kelley and co-sponsored by Dr. Sherelean Bass

4. **The City of Opa-locka Mayor & Commission presents Renaming Ceremony and Sign Unveiling for the Vice Mayor Timothy Holmes Police Headquarters, [Thursday, October 23, 2025](#) at 6:00 PM, Opa-locka Government Center, 780 Fisherman Street, Opa-locka, Florida. Hosted by Commissioner Luis B. Santiago**
5. **The City of Opa-locka Mayor & Commission presents a Community Food & Resource Drive, [Friday, October 24, 2025](#) from 9:30 AM - 1:30 PM, Segal Park, 2331 NW 143rd Street, Opa-locka, Florida. Hosted by Vice Mayor Joseph L. Kelley**
6. **The City of Opa-locka Mayor & Commission presents City Hall on Wheels — Miami-Dade County Edition, [Wednesday, October 29, 2025](#), from 9:00 AM - 4:00 PM, Historic City Hall, 777 Sharazad Boulevard, Opa-locka, Florida. Bringing government to the people. Hosted by Mayor John H. Taylor Jr.**
7. **Please join the City of Opa-locka Mayor & Commission for a Halloween Party featuring a Haunted House, [Friday, October 31, 2025](#) at 6:00 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.**
8. **The City of Opa-locka Mayor & Commission presents Community Chess and Dominoes Monthly Challenge, [Saturday, November 1, 2025](#) at 12:00 PM - 1:30 PM, Sherbondy Park Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida. Hosted by Commissioner Dr. Sherelean Bass and Commissioner Luis B. Santiago**
9. **The City of Opa-locka Mayor & Commission presents a free food distribution in partnership with Farm Share, [Wednesday, November 5, 2025](#) from 9:30 AM - 12:30 PM, Sherbondy Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida. While supplies last, on a first-come, first-served basis. Hosted by Vice Mayor Joseph L. Kelley; Co-hosted by Mayor John H. Taylor Jr. and Commissioner Natasha L. Ervin**
10. **City of Opa-locka Charter Review Board Meeting will be held on [Thursday, November 6, 2025](#) at 6:30 PM, Opa-locka Government Center, 780 Fisherman Street, 3rd Floor Commission Chambers, Opa-locka, Florida.**
11. **The City of Opa-locka Mayor & Commission presents Community Bingo, [Friday, November 14, 2025](#) at 6:00 PM, Sherbondy Park Auditorium, 215 Perviz Avenue, Opa-locka, Florida.**
12. **The City of Opa-locka presents R&B Night Out, [Saturday, November 15, 2025](#) from 5:00 PM - 11:00 PM, Ingram Park, 2100 Burlington Street, Opa-locka, Florida. Hosted by Commissioner Natasha L. Ervin**

13. The City of Opa-locka Mayor & Commission, in partnership with Parks & Recreation and the Opa-locka Booster Club, presents Holiday in the Park Grinchmas Toy Give-Away, **Saturday, December 20, 2025** from 11:00 AM - 6:00 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida. Opa-locka residents only — Pre-Registration required — October 6 – November 10, 2025. For more info, please call 305.953.2875.

For further information, please contact the Office of the City Clerk by telephone at (305) 953-2800 or email jflores@opalockafl.gov.

CITY OF OPA-LOCKA
“The City of Bright Opportunities”

SUNSHINE MEETING
Tuesday, September 30, 2025
12:15 PM

1. CALL TO ORDER

Mayor John H. Taylor, Jr. called the sunshine meeting to order at 12:25 PM on Tuesday, September 30, 2025, at the Opa-locka Government Center, 780 Fisherman Street, 4th Floor City Clerk’s Conference Room, Opa-locka, Florida.

The following members of the City Commission were present: Commissioner Luis B. Santiago and Mayor John H. Taylor, Jr. Also present were City Clerk Joanna Flores and Chief of Police Robin Starks.

2. DISCUSSION ITEM

a. Discuss Conga Locka

Mayor Taylor opened discussion on final preparations for the Conga Loca event, noting it would follow the same layout as last year. The stage would face City Hall; food trucks would be positioned in the northwest parking lot; vendor booths would line Fisherman Street; and VIP seating would occupy the parking area typically used for police vehicles. Public parking would be available in the southwest lot.

Commissioner Santiago discussed the entertainment budget and confirmed that the City would provide generators and the existing 40x24-foot stage, reducing vendor costs. The initial \$10,000 estimate did not include equipment, but a revised proposal of \$15,000 would cover the Latin band, DJ, lighting, sound, and crew.

Discussion ensued about performer options. Albita was unavailable due to scheduling conflicts and a \$12,000 fee. Other options included Luis Enrique, Los Wizards, and Tito Puente Jr., though most artists exceeded the City’s budget. The focus shifted to local performers and DJs to maintain a strong cultural program within the set cost.

3. EVENT PLANNING ASSIGNMENTS

Commissioner Santiago outlined the event schedule, confirming that entertainment would run from 3:00 p.m. to 11:00 p.m., with background music beginning at 3:00 p.m. and live performances at 6:00 p.m. Performances would include local schools, dance groups, and community artists. Free food would be distributed from 3:00 p.m. to 5:00 p.m., after which vendors could sell independently.

Chief Starks confirmed coordination of road closures and public safety, including rerouting buses along Alibaba Avenue. Portable restrooms would be rented, and police vehicles would be relocated to accommodate VIP seating.

4. OPEN FLOOR FOR SUGGESTIONS AND IDEAS

Mayor Taylor and Commissioner Santiago discussed expanding local vendor participation, incorporating community contests, and promoting cultural diversity with food and music representing Cuban, Dominican, Puerto Rican, and Paraguayan communities.

City Clerk Flores confirmed that staff would oversee vendor coordination and requested all finalized details, including performer names, contest plans, and schedule, for inclusion on the official flyer.

5. CLOSING REMARKS

There being no further business, the sunshine meeting was adjourned at 12:54 p.m.

John H. Taylor Jr., Mayor

ATTEST:

Joanna Flores, City Clerk

[Minutes prepared by T. Baclawski, Prototype-Inc.]

CITY OF OPA-LOCKA
“The City of Bright Opportunities”

CITY COMMISSION & OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY

JOINT WORKSHOP

Thursday, October 2, 2025

6:00 PM

1. CALL TO ORDER:

Vice Mayor Joseph L. Kelley called the meeting to order at 6:00 PM on Thursday, October 2, 2025, at the Opa-locka Government Center, 780 Fisherman Street, 4th Floor – Human Resources Conference Room, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission and Opa-locka Community Redevelopment Agency were present: Vice Mayor Joseph L. Kelley, Commissioner Dr. Sherelean Bass, Commissioner Luis B. Santiago, and OCRA Vice Chair Nikisha Williams. Also, in attendance were City Manager Sha'mecca Lawson, Assistant City Attorney Candice Cobb, City Clerk Joanna Flores, Planning and Community Development Director Gregory Gay, and OCRA Interim Director Jason Walker.

3. INVOCATION:

The invocation was delivered by Vice Mayor Kelley.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Vice Mayor Kelley and recited in unison.

5. DISCUSSION ITEMS / PRESENTATIONS:

- Downtown Master Plan by Stantec Consultants — OCRA / PCD Staff
- Historic Downtown Opa-locka District (HDOD) — Opa-locka LDR / Zoning Code PCD Staff
- Zoning Amendment for height increase — PCD Staff
- Opa-locka Live Local Act Ordinance — PCD Staff
- Incentive Initiatives — OCRA Staff
- OCRA Property Acquisitions — OCRA Staff
- Public / Private Partnership Development Opportunities for City-Owned Properties
- Next Steps — City Commission and OCRA

Planning and Community Development Director Gay presented an overview of the Downtown Master Plan developed by Stantec Consultants in coordination with the OCRA. He summarized the city's long-term economic and redevelopment goals, including job creation, improved commercial corridors, and the revitalization of the Historic City Hall as a key catalyst project.

He described opportunities for expansion of the downtown boundary to connect to major corridors and gateways along NW 27th Avenue, Sharazad Boulevard, and Opa-locka Boulevard.

Commissioner Santiago raised concerns that few of the 2021 plan's goals had been realized beyond the City Hall restoration. He emphasized the need for a new master plan reflecting current development priorities and mixed-use opportunities around government and state buildings.

Vice Mayor Kelley agreed that the 2021 plan required updating, noting prior disconnects between the OCRA and City efforts. He supported phased redevelopment goals and improved coordination between both entities.

OCRA Vice Chair Williams asked whether a feasibility study had been completed. Director Gay confirmed that no study had been conducted and recommended one moving forward. Vice Mayor Kelley directed staff to include a feasibility study as a next step.

Commissioner Santiago discussed balancing residential and business development and encouraged attracting new investment while avoiding excessive restrictions on prospective developers.

Director Gay then reported on the Historic Downtown Opa-locka District (HDOD). He noted the Historic Downtown Opa-locka District zoning had been amended to allow height increases and encourage mixed-use development. He explained how the Live Local Act streamlined permitting and shortened project timelines.

Commissioner Bass asked how the City was improving its internal review process to align with new state requirements. Director Gay responded that variance and zoning timelines had been reduced, consistent with state law.

Vice Mayor Kelley noted that while the law expedited development, it limited local review opportunities.

OCRA Vice Chair Williams recommended holding a future developer workshop to share the city's vision and attract qualified developers. Director Gay supported the idea, stating past workshops in 2016 and 2020 had generated investment interest.

Vice Mayor Kelley agreed but emphasized the importance of defining goals before inviting developers.

OCRA Interim Director Walker outlined OCRA incentive tools, including Tax Increment Financing (TIF) and public-private partnerships. He reported the OCRA's potential sunset date of 2033 and suggested pursuing an extension to 2047. He proposed initiating both an economic feasibility study and an architectural mass analysis to evaluate potential redevelopment and demonstrate the OCRA's impact to the County.

Interim Director Walker discussed potential partnerships with the Miami-Dade County School Board, referencing similar housing projects in other municipalities. He noted that properties recently acquired by the OCRA, including the New Fellowship Church site and nearby commercial parcels, could serve as catalyst sites for mixed-use development with residential above ground-floor retail and parking.

He recommended issuing an RFP for both parcels to attract developers and secure housing commitments before seeking the OCRA's extension.

Commissioner Santiago expressed support for visible progress within his current term.

Vice Mayor Kelley commended the coordinated approach and stressed maintaining alignment between the OCRA and the City on future projects.

Director Gay informed the Board that the City's Public-Private Partnership Ordinance was scheduled for second reading at the next City Commission meeting. He stated the ordinance would formalize procedures for both solicited and unsolicited proposals and expand opportunities for development on City, School Board, and State-owned properties. OCRA Vice Chair Williams requested a copy of the legislation for review.

Interim Director Walker added that OCRA activities would revert to the city if the OCRA sunsets and that future redevelopment incentives could still be administered directly by the city.

Discussion ensued about next steps.

Commissioner Bass encouraged continued collaboration between the City and OCRA.

Commissioner Santiago expressed satisfaction with the OCRA's recent progress.

Vice Chair Williams thanked staff for convening the joint discussion and supported ongoing joint workshops.

City Manager Lawson echoed the commitment to interdepartmental coordination.

Vice Mayor Kelley summarized agreed priorities: completion of a feasibility and massing study led by the OCRA, scheduling a developer workshop once studies conclude, and convening another joint workshop before year-end to review progress. The tentative timeframe for the developer workshop was set for early 2026.

Interim Director Walker added that the OCRA-owned New Fellowship Church property remained in use by a daycare through February 2027 but could be repurposed sooner if a developer assumed the lease buyout. He invited community use of the church facility for events and noted a forthcoming fee structure proposal.

6. PUBLIC COMMENTS:

Merrick Williams, 1211 Peri Street, commended the City Commission and OCRA for their collaborative approach and urged screening of future developers for reliability and community commitment.

Lakeisha Carter, 1011 Sharazad Avenue, expressed enthusiasm for redevelopment and interest in contributing through health and education initiatives.

Katrina Minaj, on behalf of The Place of Unrestricted Release Church, supported downtown redevelopment while encouraging preservation of Opa-locka's architectural character.

7. ADJOURNMENT:

There being no further business to come before the City Commission and Opa-locka Community Redevelopment Agency, the workshop was adjourned at 7:11 PM.

John H. Taylor Jr., Mayor

ATTEST:

Joanna Flores, City Clerk

[Minutes prepared by T. Baclawski, Prototype-Inc.]

CITY OF OPA-LOCKA
“The City of Bright Opportunities”

REGULAR CITY COMMISSION MEETING
Wednesday, October 8, 2025
6:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor, Jr. called the meeting to order at 6:06 PM on Wednesday, October 8, 2025, at Opa-locka Government Center Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Vice Mayor Joseph L. Kelley, Commissioner Dr. Sherelean Bass, Commissioner Natasha L. Ervin, Commissioner Luis B. Santiago, and Mayor John H. Taylor, Jr. Also, in attendance were City Manager Sha'mecca Lawson, City Attorney Burnadette Norris-Weeks, City Clerk Joanna Flores, Assistant City Manager George Ellis, Assistant City Attorney Candice Cobb and Assistant City Clerk Floralba Valdes-Wright.

3. INVOCATION:

The invocation was delivered by Pastor Cristino Pinales.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Chief Dr. Robin Starks and recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:
Award Presentation by Commissioner Luis B. Santiago

Agenda Item 5 was heard immediately following Agenda Item 10.

Commissioner Santiago presented certificates of appreciation to community partners who supported the City's Labor Day Celebration held at Ingram Park. He expressed gratitude to local business owners whose contributions helped make the event successful, highlighting their role in strengthening community spirit and civic pride. Certificates were presented to Osmani Pelaez of Blue Fury Sports Complex, Ariel Hernandez of King's Wrecker Services, and Juliana Montoya and Michael Perez of Champion Collision for their partnership and service to the city. Commissioner Santiago thanked the group for their generosity and commitment to Opa-locka, calling the event a memorable celebration for residents.

Commissioner Santiago also honored Pastor Cristino and Rafaelina Pinales of Ministerio Renuevo, recognizing their 15 years of service to the Opa-locka community. He commended

their leadership and dedication to uplifting residents through ministry and community engagement.

Award Presentation by Dr. Sherelean Bass

Commissioner Dr. Sherelean Bass presented a commendation to City Clerk Joanna Flores in recognition of her 30 years of service to the City of Opa-locka. Commissioner Bass described City Clerk Flores' career trajectory from receptionist to City Clerk, noting her professionalism, dedication, and institutional knowledge.

6. APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions)

Mayor Taylor requested to remove item 13-6.

Vice Mayor Kelley requested to defer item 16-A.1. until the next City Commission meeting.

Commissioner Santiago requested to pull item 13-8.

Commissioner Ervin requested to pull item 13-10.

It was moved by Vice Mayor Kelley, seconded by Commissioner Ervin, to approve the Consent Agenda.

There being no additional discussion, the motion to approve the Consent Agenda passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

7. APPROVAL OF AGENDA:

It was moved by Vice Mayor Kelley, seconded by Commissioner Santiago, to approve the Agenda.

There being no additional discussion, the motion to approve the Agenda passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

8. APPROVAL OF MINUTES:

Sunshine Meeting Minutes — September 23, 2025

It was moved by Commissioner Santiago, seconded by Commissioner Ervin, to approve the September 23, 2025 Sunshine Meeting Minutes.

There being no additional discussion, the motion to approve the minutes passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

Second Budget Hearing Minutes — September 24, 2025

It was moved by Commissioner Ervin, seconded by Commissioner Santiago, to approve the September 24, 2025 Second Budget Hearing Meeting Minutes.

There being no additional discussion, the motion to approve the minutes passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

Regular Commission Meeting Minutes — September 24, 2025

It was moved by Commissioner Bass, seconded by Vice Mayor Kelley, to approve the September 24, 2025 Regular Commission Meeting Minutes.

There being no additional discussion, the motion to approve the minutes passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

9. DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:

There were none.

10. PUBLIC PRESENTATIONS:

Agenda Item 10 was heard immediately following Agenda Item 4.

Opa-locka Police Department Presentation – Open Carry Law

Police Chief Dr. Robin Starks delivered a presentation on the newly enacted state law permitting open carry of firearms in Florida. Chief Starks provided an overview of Florida Statute 790.053, outlining that while open carry had been declared constitutional, restrictions remain in effect for government buildings, schools, courthouses, and detention facilities. Chief Starks emphasized that private property owners may also prohibit firearms on their premises. She discussed officer safety protocols, including proper detainment procedures, handling of firearms during domestic incidents or traffic stops, and the importance of body-worn cameras for accountability. Chief Starks explained that officers would receive training to ensure compliance with state law and that public awareness efforts will be launched to educate residents about the law's limitations.

Mayor Taylor thanked Chief Starks for the detailed overview, noting that the information was valuable for residents who had raised questions about the law's local impact. He requested copies of the presentation be made available in the lobby for public reference.

Public Presentation – The SEED School of Miami

Eric Sumler, representing the SEED School of Miami, introduced the program as a 6th–12th grade public college-preparatory boarding school located near the Opa-locka boundary on NW 127th Street and 19th Avenue. He explained that the school provides students with a structured academic and residential environment designed to prepare them for college life. Students live on campus from Sunday through Friday, receiving full academic instruction, counseling, and extracurricular opportunities including athletics and community service.

Mr. Sumler shared that the school's counseling department continues to support graduates through their college years, ensuring academic and personal success. He expressed interest in partnering with the City of Opa-locka to involve students in local parks and recreation programs, athletics, and volunteer initiatives.

Mayor Taylor welcomed the partnership and thanked Mr. Sumler for his presentation. He acknowledged the school's proximity and value to Opa-locka residents.

Vice Mayor Kelley and Commissioner Ervin commended Mr. Sumler's commitment to the community and the opportunities provided to students.

Commissioner Santiago and Commissioner Bass joined in expressing appreciation for his dedication and efforts to engage youth in city programs.

11. CITIZENS' FORUM:

Assistant City Clerk Floralba Valdes-Wright announced the protocol for public participation at City Commission meetings.

Assistant City Clerk Floralba Valdes-Wright stated there were no virtual public comments.

Mayor Taylor opened the Citizens' Forum.

Audrey Dominguez, 1147 Jann Avenue, raised concerns about ongoing speeding and traffic safety issues at Jann Avenue and Ahmad Street. She urged the City to install four-way stop signs and conduct an updated crash study. Ms. Dominguez also expressed support for the proposed Police Department mental health unit and the resolution requiring consultation with the City Attorney prior to employee terminations.

Mayor Taylor closed the Citizens' Forum.

City Manager Lawson responded that the city had ordered radar-enabled speed monitoring devices, expected for installation by late November. Public Works Director Austin confirmed the shipment and location plans. CIP Manager Gross reported a contracted traffic study was underway and would be completed within three weeks, followed by coordination with Miami-Dade County to install additional signage.

Mayor Taylor requested a meeting be set up with the County and a report brought back to the City Commission.

12. ACTION ITEMS (items from consent agenda pull list):

- 1. [13-8] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO CONSULT THE CITY ATTORNEY PRIOR TO EMPLOYEE TERMINATIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Kelley***

The above resolution was read by Assistant City Attorney Cobb.

It was moved by Vice Mayor Kelley, seconded by Commissioner Santiago, to discuss Agenda Item 12-1.

Vice Mayor Kelley introduced the item and stated the resolution was intended to ensure consistent due process by requiring consultation with the City Attorney prior to any employee termination. He emphasized the goal was not to interfere with management operations but to ensure terminations complied with labor laws and contractual procedures.

Vice Mayor Kelley clarified the resolution was not an attempt to limit the City Manager's authority but to provide additional safeguards. He emphasized that consultation would be advisory, giving the City Attorney an opportunity to confirm proper procedure and documentation before a final decision. He stated the City had previously faced unnecessary

risk due to insufficient legal review and expressed hope this measure would prevent future liability.

Mayor Taylor expressed concern about the language in the resolution, noting it could be interpreted as limiting the City Manager's discretion.

In response to Vice Mayor Kelley's question, City Attorney Norris-Weeks confirmed the resolution would not infringe upon the City Manager's authority.

Mayor Taylor stated the decision to consult the City Attorney should remain the City Manager's choice under the Charter, which granted authority to hire and fire. He said the Commission should not impose an additional layer of oversight or single out one position, noting the City Manager already had responsibility for all employees except those in the offices of the City Attorney and City Clerk.

There being no additional discussion, the motion to approve the resolution passed by a 3-2 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago No
Commissioner Bass Yes
Mayor Taylor No

2. **[13-10] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO CONDUCT A FEASIBILITY STUDY AND COST COMPARISON OF AN IN-HOUSE CITY ATTORNEY VERSUS CONTRACTED CITY ATTORNEY SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Santiago***

The above resolution was read by Assistant City Attorney Cobb.

It was moved by Commissioner Santiago but died due to lack of second.

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO AMEND THE CONTRACT WITH SHIFF CONSTRUCTION & DEVELOPMENT, LLC FOR THE REPLACEMENT OF LIFT STATION NO. 9 TO INCLUDE A PUMP SEAL FAILURE MODULE, FOR AN AMOUNT NOT TO EXCEED TWENTY-FOUR THOUSAND, EIGHT HUNDRED TWENTY-FIVE DOLLARS AND EIGHTY-**

FOUR CENTS (\$24,825.84); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO AMEND THE CONTRACT WITH SHIFF CONSTRUCTION & DEVELOPMENT, LLC FOR THE REPLACEMENT OF LIFT STATION NO. 16 TO INCLUDE A PUMP SEAL FAILURE MODULE, FOR AN AMOUNT NOT TO EXCEED TWENTY-FOUR THOUSAND, EIGHT HUNDRED TWENTY-FIVE DOLLARS AND EIGHTY-FOUR CENTS (\$24,825.84); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING AND AUTHORIZING THE ESTABLISHMENT OF THE "OPA-LOCKA POLICE ATHLETIC LEAGUE CORP." TO SERVE AS A LOCAL POLICE ATHLETIC LEAGUE (PAL) PROGRAM; FURTHER AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY STEPS TO HAVE THE OPA-LOCKA POLICE ATHLETIC LEAGUE (PAL) PROGRAM RECOGNIZED AS A PAL PROGRAM; PROVIDING FOR FINANCIAL REPORTING REQUIREMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO CONDUCT A COMPREHENSIVE ASSESSMENT OF THE CITY'S ZONING CODE AND PREPARE RECOMMENDED AMENDMENTS TO MODERNIZE AND ALIGN THE CODE WITH CONTEMPORARY PRINCIPLES, ECONOMIC DEVELOPMENT OBJECTIVES, AND COMMUNITY NEEDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***
5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ENCOURAGING THE CITY MANAGER TO CREATE A MENTAL HEALTH UNIT WITHIN THE CITY'S POLICE DEPARTMENT FOR THE PURPOSE OF DE-ESCALATING INCIDENTS INVOLVING INDIVIDUALS EXPERIENCING A MENTAL HEALTH CRISIS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***
6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO RESEARCH, EXPLORE AND WORK WITH LOCAL STAKEHOLDERS FOR THE ESTABLISHMENT OF A CIVIL CITATION PROGRAM WITHIN THE CITY; TO PROVIDE CITY LAW**

ENFORCEMENT OFFICERS WITH AN ALTERNATIVE TO ARREST FOR ELIGIBLE NONVIOLENT MISDEMEANORS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor*

Item was withdrawn by the sponsor.

7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING RESOLUTION NO. 12-8465 PERTAINING TO THE APPOINTMENT OF JOANNA FLORES AS CITY CLERK OF THE CITY OF OPA-LOCKA, FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***

8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO CONSULT THE CITY ATTORNEY PRIOR TO EMPLOYEE TERMINATIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Kelley***

Item was pulled for discussion.

9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO DEVELOP A CITY-WIDE ARTIFICIAL INTELLIGENCE (AI) POLICY TO ENSURE THE LEGAL, ETHICAL, AND SECURE USE OF AI TECHNOLOGY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Kelley***

10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO CONDUCT A FEASIBILITY STUDY AND COST COMPARISON OF AN IN-HOUSE CITY ATTORNEY VERSUS CONTRACTED CITY ATTORNEY SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Santiago***

Item was pulled for discussion.

14. NEW ITEMS:

There were none.

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

There were none.

B. APPEALS:

There were none.

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

A. FIRST READING ORDINANCE(S)/PUBLIC HEARING(S):

- 1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING CHAPTER 13 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "LICENSES AND BUSINESS REGULATIONS", ARTICLE XIV ENTITLED "LANDLORD PERMIT", SPECIFICALLY AMENDING SECTION, 13-274(3) TO REQUIRE ALL APARTMENT BUILDINGS WITH ONE HUNDRED TWENTY (120) UNITS OR MORE TO NOW REQUIRE ARMED SECURITY AND A LIVE-IN PROPERTY MANAGER AND FURTHER REQUIRE THAT ALL APARTMENT BUILDINGS WITHIN THE CITY WITH EIGHTY-FIVE (85) UNITS UP TO ONE HUNDRED NINETEEN (119) UNITS HAVE A SECURITY GUARD ON-SITE TWENTY FOUR HOURS A DAY AND SEVEN DAYS A WEEK REQUIRING SEMI-ANNUAL INSPECTIONS FOR COMPLIANCE; AMENDING SECTION 13-278(B) TO REQUIRE PERMIT APPLICANTS WITH ONE HUNDRED TWENTY (120) APARTMENT UNITS OR MORE TO COMPLETE A SEPARATE FORM TO BE CREATED BY CITY, CONTAINING THE NAME OF THE ON-SITE PROPERTY MANAGER AND ACKNOWLEDGMENT THAT A DAILY LOG WILL BE KEPT CONTAINING THE NAME OF THE ON-SITE OFF-DUTY POLICE OFFICER BEFORE A PERMIT SHALL ISSUE; FURTHER, ALL APPLICANTS WITH UNITS OF EIGHTY-FIVE (85) UP TO ONE HUNDRED NINETEEN (119) UNITS SHALL REQUIRE ON A SEPARATE FORM CREATED BY THE CITY AND COMPLETED BY THE APPLICANT CONTAINING THE NAME OF THE ON-SITE SECURITY OFFICER BEFORE A PERMIT SHALL BE ISSUED; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Kelley***

Item was deferred by the Sponsor.

B. SECOND READING ORDINANCE(S)/PUBLIC HEARING(S):

- 1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 4, ARTICLE I, SECTION 4-15 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "PUBLIC CONSUMPTION OF ALCOHOLIC BEVERAGES PROHIBITED; EXCEPTIONS," TO TRANSFER THE REVIEW AND APPROVAL AUTHORITY RELATING TO ALCOHOLIC BEVERAGES EXCEPTIONS**

FROM THE CITY COMMISSION TO THE CITY MANAGER; PROVIDING FOR ADMINISTRATIVE REVIEW BY THE CITY MANAGER; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on September 24, 2025).

Sponsored by Mayor Taylor

The above ordinance was read by Assistant City Attorney Cobb.

It was moved by Commissioner Ervin, seconded by Mayor Taylor, to discuss Agenda Item 16-B.1.

Mayor Taylor passed the gavel to Vice Mayor Kelley.

Mayor Taylor explained the change would streamline the approval process and reduce delays for applicants seeking exceptions for special events.

Vice Mayor Kelley opened the public hearing. No one came forth to speak. Vice Mayor Kelley closed the public hearing.

Commissioner Bass supported the ordinance but wanted to ensure adequate police presence.

Vice Mayor Kelley and City Manager Lawson discussed alcohol use and safety at permitted events. Vice Mayor Kelley asked if the ordinance covered all rentals and raised concern about monitoring intoxicated attendees. City Manager Lawson explained staff supervised park rentals and would contact police if issues arose. Vice Mayor Kelley supported removing approvals from the City Commission but emphasized maintaining safety oversight. City Manager Lawson confirmed coordination among Parks, Police, and Code Enforcement would continue.

Commissioner Bass and City Manager Lawson discussed liability for events serving alcohol. Commissioner Bass asked how the City would be protected if an incident occurred. City Manager Lawson said permits would require insurance naming the City as an additional insured and that the application would be updated to strengthen protections.

Commissioner Ervin suggested adding an extra fee for events serving alcohol so the City could generate additional revenue.

Discussion ensued about insurance required for rentals.

There being no additional discussion, the motion to approve the ordinance on second reading passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

2. AN ORDINANCE OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE IV ENTITLED “PURCHASING” OF THE CODE OF ORDINANCES, BY CREATING NEW SECTION 2-361 ENTITLED “PUBLIC PRIVATE PARTNERSHIP (P3)”; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on September 24, 2025). Sponsored by City Manager

The above ordinance was read by Assistant City Attorney Cobb.

It was moved by Vice Mayor Kelley, seconded by Commissioner Bass, to discuss Agenda Item 16-B.2.

City Manager Lawson introduced the item and provided a brief background.

Mayor Taylor opened the public hearing. No one came forth to speak. Mayor Taylor closed the public hearing.

It was moved by Vice Mayor Kelley, seconded by Commissioner Bass, to remove the word “cash” from the ordinance.

There being no additional discussion, the motion to approve the amendment passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

There being no additional discussion, the motion to approve the ordinance, as amended, on second reading passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

C. RESOLUTION(S):

There were none.

17. CITY MANAGER'S REPORT:

City Manager Lawson reported that the city had remitted its final payment to Miami-Dade County for the citywide meter replacement project, satisfying the \$2.5 million debt as of September 30, 2025. She stated the Finance Director had begun preliminary discussions for the fiscal year 2025 audit and said the initial ADA assessment for the Municipal Complex and Sherbondy Village was complete, with recommendations forthcoming. She reported bids were received and evaluated for the maintenance and operation of Historic City Hall, with recommendations to be presented at the November 12 Commission meeting. She also announced Miami-Dade County approved Class 6 permits for the Cairo Lane project, and sewer connections along Cairo Lane, Alexandria Drive, and Northwest 27th Street had commenced.

Commissioner Bass and City Manager Lawson discussed activity in the Building and Licensing Department. Commissioner Bass noted the department served over 1,000 customers in a short period and asked about the \$314,000 in license and permit revenue. City Manager Lawson explained the increase was due to the occupational license renewal period, which caused a surge in September as businesses met the deadline. She added the total also included permitting fees such as electrical and construction permits.

Commissioner Santiago and City Manager Lawson discussed installing additional stop signs and the new street sweeper. City Manager Lawson said the sweeper had been delivered, staff training was complete, and a public cleaning schedule would be posted. Commissioner Santiago also raised concerns about criminal activity near Sharazad Boulevard and asked for increased police action. City Manager Lawson said patrols would be stepped up.

Mayor Taylor thanked the Finance Director for progress on the efficiency audit with DC Watson and Rice, calling it a key step toward ending financial oversight. He also praised the Beautification Division for noticeable improvements across the City and commended staff for their dedication and upkeep.

18. OFFICIAL BOARD REPORTS:

There were none.

19. MAYOR/COMMISSION REPORTS:

Vice Mayor Joseph L. Kelley

- **Fiscal Responsibility & Accountability**
- **Arabian Nights Festival Gospel**

Vice Mayor Kelley emphasized fiscal responsibility as the City moves toward ending financial oversight and asked to keep it on future agendas. He supported including a gospel component in the Arabian Nights Festival and thanked staff for progress on financial audits and payments. He

reported attending several community events, including Farm Share, the CRA workshop, and Commissioner Ervin's karaoke night, and congratulated two new PSA officers. He called for more funding for youth athletics through impact fees and announced the next Feeding South Florida event on October 24 and the MOB Youth event on October 23.

Commissioner Bass thanked Vice Mayor Kelley for attending karaoke and said the event was a success. She suggested rotating locations to other areas of the City. She announced homecoming festivities on October 25 featuring the Miami Carol City Senior High band, promoted a youth raffle, and invited residents to bingo night. She also mentioned taking local children to see *The Wiz*.

Commissioner Santiago said he enjoyed last Saturday's community event at Sherbondy Park with Commissioner Bass and others, noting it was well attended and featured music, dancing, and fellowship. He said similar gatherings would continue, with the next planned for January. He thanked his colleagues for supporting upcoming events, including the Hispanic Heritage Festival in Opa-locka, and announced the opening ceremony for the newly named Police Department building would take place on October 23.

Mayor Taylor thanked Dr. Gallon for recognizing the city with a proclamation honoring its progress. He announced the Conga Loca Festival on October 18, the Business Luncheon on October 21 with the Chamber of Commerce, and City Hall on Wheels on October 29. He said the turkey giveaway date would be announced soon. He praised Commissioners Ervin and Bass for the baby shower event and commended Chief Starks and City Manager Lawson for the swearing-in of new police staff. He said Coffee With a Cop was a success and showed strong community engagement. Mayor Taylor closed by thanking the City Commission and staff for their teamwork and shared commitment to the City's progress.

20. OFFICIAL BOARD APPOINTMENTS:

City Manager Lawson, City Clerk Flores, and the City Commission discussed appointments with the Historic Preservation Board and the Planning Council. City Clerk Flores confirmed the members for the Historic Preservation Board Zamar Brown and Bob Smith, both previously serving on the board, were previously appointed to the board. Commissioner Ervin stated she would appoint Maritza Hernandez to the Historic Preservation Board. For the Planning Council, City Manager Lawson recommended Claudine Hibbert as an at-large appointment, representing the real estate profession and Germain Barnes.

It was moved by Commissioner Ervin, seconded by Commissioner Bass, to appoint Claudine Hibbert to the Planning and Zoning Board.

There being no additional discussion, the motion to approve the motion passed by a 5-0 vote.

Commissioner Ervin Yes

Vice Mayor Kelley Yes

Commissioner Santiago Yes

Commissioner Bass Yes

Mayor Taylor Yes

It was moved by Commissioner Ervin, seconded by Commissioner Bass, to appoint Germain Barnes to the Planning and Zoning Board.

There being no additional discussion, the motion to approve the motion passed by a 5-0 vote.

Commissioner Ervin Yes

Vice Mayor Kelley Yes

Commissioner Santiago Yes

Commissioner Bass Yes

Mayor Taylor Yes

21. ADJOURNMENT:

Mayor Taylor noted the Commission wore pink and purple to recognize Breast Cancer and Domestic Violence Awareness Month. City Manager Lawson announced that a breast cancer awareness mammogram event would be held the next day at Sherbondy Village from 8 a.m. to 3 p.m., open to employees and the public, with lunch provided. Mayor Taylor encouraged participation and asked staff to share the information online.

There being no further business to come before the City Commission, it was moved by Commissioner Santiago, seconded by Vice Mayor Kelley to adjourn the meeting at 8:09 PM.

John H. Taylor Jr., Mayor

ATTEST:

Joanna Flores, City Clerk

[Minutes prepared by T. Baclawski, Prototype-Inc.]

RESOLUTION NO. 25-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXPAND THE FATS, OILS, AND GREASE (FOG) ELIMINATION PROGRAM WITHIN THE CITY'S SANITARY SEWER SYSTEM WITH IN-PIPE TECHNOLOGY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Fats, Oils, and Grease (FOG) contribute to approximately ninety-five percent (95%) of sewer stoppages and pump station failures within the City of Opa-Locka's sanitary sewer collection system; and

WHEREAS, continued efforts to mitigate FOG-related issues have proven beneficial to City of Opa-Locka ("City") operations and infrastructure sustainability; and

WHEREAS, following the successful pilot program conducted in Fiscal Year 2023-2024, authorized pursuant to Resolution 24-011, and the continuation of services into Fiscal Year 2024-2025, the City observed a measurable reduction in sewer stoppages; and

WHEREAS, the City Commission of the City of Opa-Locka finds that this outcome validates the effectiveness of the treatment method employed and desires to support the recommendation of the City Manager to expand the program to Pump Stations No. 2 and 5 in Fiscal Year 2025-2026; and

WHEREAS, the proposed expansion is estimated at an annual cost of Thirty-Six Thousand Dollars (\$36,000.00), funded through the Sewer Division Other Professional Account - 35-535340; and

WHEREAS, the City desires to utilize In-Pipe Technology, as a sole source provider, which offers a microbe-based treatment solution designed specifically to target and break down FOG; and

WHEREAS, In-Pipe Technology's self-contained microbe dosing systems are installed directly in sewer manholes, providing a safe, effective, and low-maintenance alternative to traditional chemical treatments; and

WHEREAS, unlike other systems that require weekly or monthly application of corrosive liquid chemicals – posing significant health and safety risks to City personnel – In-Pipe's microbes are engineered to naturally deactivate in pump station wet wells, ensuring no residual agents reach the County's wastewater treatment facilities, thereby avoiding disruption to County operations. Other treatment products, by contrast, may remain chemically active and would not be permitted by the County due to their potential to interfere with treatment processes; and

WHEREAS, The FOG issue is especially prevalent in areas with multifamily dwellings, where improper disposal practices are more common. FOG solidifies within the sewer system, creating layers that eventually cause blockages in mains and laterals; and

WHEREAS, the Fiscal Year 2023-2024 pilot program demonstrated that targeted microbial dosing effectively prevents FOG accumulation, reduces emergency maintenance frequency, and minimizes service disruptions; and

WHEREAS, by expanding this program in FY 2025-2026, the City would continue its proactive approach to sewer system maintenance, enhances public health and safety, and ensures compliance with County wastewater treatment regulations.

WHEREAS, the City Commission finds it in the best interest of the City and its residents to authorize the City Manager to expand the FOG Elimination Program within the City's sanitary sewer system utilizing In-Pipe Technology.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. The City Commission of the City of Opa-Locka, Florida, hereby authorizes the City Manager to expand the Fats, Oils, and Grease (FOG) Elimination Program within the City's sanitary sewer system utilizing In-Pipe Technology, at an annual cost not to exceed Thirty-Six Thousand Dollars (\$36,000.00).

SECTION 3. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this _____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-Locka
Agenda Cover Memo

Department Director:	Airia Austin		Department Director Signature:				
City Manager:	Sha'mecca Lawson		CM Signature:				
Commission Meeting Date:	10.22.2025		Item Type: (Enter X in box)	Resolution X	Ordinance	Other	
Fiscal Impact: (Enter X in box)	Yes X	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
			Public Hearing: (Enter X in box)	Yes	No X	Yes	No X
Funding Source: Account#: 35-535340 Enterprise Fund	(Enter Fund & Dept)		Advertising Requirement: (Enter X in box)	Yes		No X	
Contract/P.O. Required: (Enter X in box)	Yes X	No	RFP/RFQ/Bid#:Piggyback				
Strategic Plan Related (Enter X in box)	Yes	No X	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
Sponsor Name	City Manager		Department:	Public Works Sewer Division			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO EXPAND THE FATS, OILS AND GREASE (FOG) ELIMINATION PROGRAM WITHIN THE CITY'S SANITARY SEWER SYSTEM WITH IN-PIPE TECHNOLOGY.

Staff Summary:

Fats, Oils, and Grease (FOG) contribute to approximately 95% of sewer stoppages and pump station failures within the City's sanitary sewer collection system. Continued efforts to mitigate FOG-related issues have proven beneficial to City operations and infrastructure sustainability.

Following the successful pilot program conducted in FY2024—authorized under Resolution 24-011—and the continuation of services into FY2025, the City observed a measurable reduction in sewer stoppages. This outcome validates the effectiveness of the treatment method employed and supports the recommendation to

expand the program to Pump Stations No. 2 and 5 in FY2026. The proposed expansion is estimated at an annual cost of \$36,000.

The City utilizes In-Pipe Technology, a sole source provider, which offers a microbe-based treatment solution designed specifically to target and break down FOG. Their self-contained microbe dosing systems are installed directly in sewer manholes, providing a safe, effective, and low-maintenance alternative to traditional chemical treatments. In contrast, other systems require weekly or monthly application of corrosive liquid chemicals, which present significant health and safety risks to City personnel.

Moreover, In-Pipe's microbes are engineered to reach the end of their life cycle within the wet wells of the pump stations, due to the anaerobic conditions in downstream force mains. This natural deactivation ensures that no residual agents reach the County's wastewater treatment facilities, thus avoiding any disruption to those operations. Other treatment products, by contrast, may remain chemically active and would not be permitted by the County due to their potential to interfere with treatment processes.

The FOG issue is especially prevalent in areas with multifamily dwellings, where improper disposal practices are more common. FOG solidifies within the sewer system, creating layers that eventually cause blockages in mains and laterals. The FY2024 pilot program demonstrated that targeted microbial dosing is effective in preventing the accumulation of FOG, reducing the frequency of emergency maintenance and service disruptions.

By expanding this program in FY2026, the City continues its proactive approach to sewer system maintenance, enhances public health and safety, and ensures compliance with County wastewater treatment regulations.

Financial Impact: This procurement will be funded through the Sewer Division Other Professional Account – 35-535340. FY-26 at a cost not to exceed \$36,000.00/Monthly fee \$3,000.00.

Proposed Action:

Staff recommend the City Commission approve the continuation of FOG Program with In-Pipe Technology for \$36,000.00.

Attachment:

In-Pipe Technology Proposal

PROPOSAL TO:

City of Opa-Locka

FOG Monitoring & Mitigation Expansion – LS2 & LS5



THE CITY OF
OPA-LOCKA
FLORIDA

Proposal No. 2025-WA179

Date: August 20, 2025

August 20, 2025

Mr. Airia Austin
Director of Public Works
City of Opa-Locka
780 Fisherman St
Opa-locka, FL 33054

**Re: IN-PIPE Technology – Opa-locka FOG Monitoring and Mitigation Expansion
Proposal No. 2025-WA179**

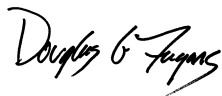
Dear Mr. Austin,

On behalf of IN-PIPE Technology (IPT) we are pleased to submit our proposal to the City of Opa-locka for your consideration for an expansion of our biologically-based system for the elimination of buildups of Fats, Oils & Grease (FOG) in the collection system.

We are grateful for the opportunity to present this proposal and work with the City to increase the service area of our solution to include Lift Station 2 and Lift Station 5.

Should you have any questions, or if I can be of further assistance, please do not hesitate to call.

Sincerely,



Douglas G. Fagans
Chief Operating Officer
630-509-2488 ext.227

IPTC COLLECTION SYSTEM TREATMENT

Introduction

Thank you allowing IN-PIPE Technology (IPT) the opportunity to present this proposal for our microbiological treatment to improve wastewater collections system operations. Please review this proposal in detail, if you have any questions, please do not hesitate to contact us.

The IPT Technology Solution

Summary

IPT introduces a proprietary blend of specialized facultative and aerobic bacteria near point sources of Fats, Oils, and Grease, to provide effective pre-treatment wherever issues arise. The continuous addition of microbes is achieved by installing dosing units at strategic locations in the collection system. These battery-powered, self-contained units are installed underground in manholes and/or in lift stations. The engineering dynamics of modifying the collection system microbiology, the partial digestion of the wastewater constituents, the control of FOG, and improved microbiological population entering the WWTP with the wastewater, all contribute to maintaining the life of existing infrastructure.

In-Pipe Application Strategy

The Microbial Dosing Units (MDUs) are battery powered, with each one containing a 30-60 day supply of IPT bacteria, a metering pump and electronics to dose continuously. The panels are inspected for functionality and reloaded periodically with microbes by the local IPT service team.

Fats, Oil, and Grease (FOG) Control

In-Pipe removes accumulations of Fats, Oils and Grease (FOG) in the collection system with a specific blend of bacteria that is highly effective at breaking down and removing FOG. Left untreated, grease buildup in the sewer pipes eventually leads to blockages and sanitary sewer overflows (SSO), leading to costly manual cleanouts and maintenance.

In-Pipe treatment will break down and metabolize FOG in the treated area. Areas in the collection system that have historic grease problems are treated with In-Pipe's heavy grease bacteria (HGB), a blend of bacteria that specialize in producing the lipolytic enzymes necessary to rapidly break down the ester bonds that bind together the constituent components of FOG. Our bacteria then consume the constituent components to grow.

With In-Pipe treatment FOG accumulations in the treated collection system are reduced by up to 95% thereby eliminating the need for manual cleanouts due to FOG. Once the FOG accumulations are removed, they will never return with continued In-Pipe service.

Additionally, FOG build up in lift stations contributes to the formation of odors and noxious gases and promotes the growth of filamentous bacteria that slough off and degrade the performance of the wastewater treatment plant process. As an example of our efficacy, In-Pipe has previously documented success in breaking down and eliminating FOG from your collection system at the City of Sarasota. See the photo documentation results below from a typical lift station before and after In-Pipe Treatment.



Figure 1 – Initial Conditions



Figure 2 – Conditions with IPT Treatment

Sanitary Sewer Overflow (SSO) Reduction

Using In-Pipe service may reduce SSO at locations where FOG occlusions are restricting flow during high flow events. For example, IPT began treating the collection system for the City of Sarasota. During the previous year, the City recorded nearly 69,000 gallons of spilled sewage due to SSOs. In year one of our treatment, this volume decreased to 11,300 gallons. In year two, it was only 7,700 gallons. SSOs decreased by 90% in 3 years. We have been proud to serve the City of Sarasota since 2009.



Gravity Sewer 5/22/2009



Gravity Sewer 1/22/2010 Downtown

A television survey of a gravity sewer line in the City of Sarasota showed a dramatic reduction in FOG buildup inside the gravity sewer after IPT treatment. The pictures above are screenshots from the two television surveys performed 7 months apart on an area treated with IPT bacteria. Though the process of biologically removing FOG takes time, the survey clearly shows the significant reduction in FOG accumulation as a result of the IPT bacteria. The removal of blockages like the one shown above throughout the City prevented tens of thousands of gallons of untreated raw wastewater spills.

Scope of Services

IPT Dosing Locations

IN-PIPE Technology customizes a collection system treatment solution for each customer. Strategic dosing locations are chosen at the outset of the project by our engineering staff. During installation and subsequent microbe reloads, each dosing location is evaluated and its state is documented (i.e., accumulation of FOG, excessive odor, etc.). Taking this information into consideration, the scientific team at IPT can make adjustments to the microbial blend at any location during the project in order to more effectively treat the specific situation at that location. Additionally, we provide reports highlighting potential problems that may be observed during our field service so that together, IPT and the City may be proactive in addressing potential problems before they occur.

The continuous introduction of In-Pipe microbes is achieved through numerous Microbial Dosing Units (MDUs) located below ground, inside manholes and pump stations throughout the collection system. The MDU is approximately 12-inches x 12-inches x 6-inches. They require no external power and no above-ground liquid storage. The MDUs remain the property of IPT for the duration of the project. Each MDU contains a 30-60 day supply of In-Pipe microbial solution and the panels are inspected for functionality and reloaded at 30 day intervals by the In-Pipe service team. Further, with In-Pipe service neither the MDU nor any other aspect of In-Pipe treatment requires any additional staffing or operating expense from the City of Winter Haven.

Implementation Schedule

Upon acceptance of our proposal, IN-PIPE will implement the program as follows:

1. Receipt & Delivery of Product. We will deliver and install any required additional equipment: hardware, materials, and microbes on a date agreed by the City
2. Regular service, maintenance, and review of the MDUs and locations to make sure the program progresses as expected. Each monthly supply will arrive within one week of the next service date. IPT will supply the City with a Service Reload Report for each site visit.

Packaging and Product Safety

The safety data sheet (SDS) for the IPT microbe blend is attached. IPT manufactures the microbes. The bacteria are safe to handle and are non-pathogenic. The bacteria will not harm the wastewater treatment plant, the sewer cleaning equipment or plant, animal or marine life. The product is shipped in two-liter bottles for installation into the MDUs.

Summary of Scope

- The supply, and installation of approximately 12 G3 Dosing Units. These units remain the property of IPT
- A monthly service of MDUs, including repair and parts replacement as required, as well as the supply of Bacteria for continuous 24/7/365 dosing.
- Monthly reports documenting the condition of the collection treated and the impacts observed at agreed upon locations.



Microbial
required
system

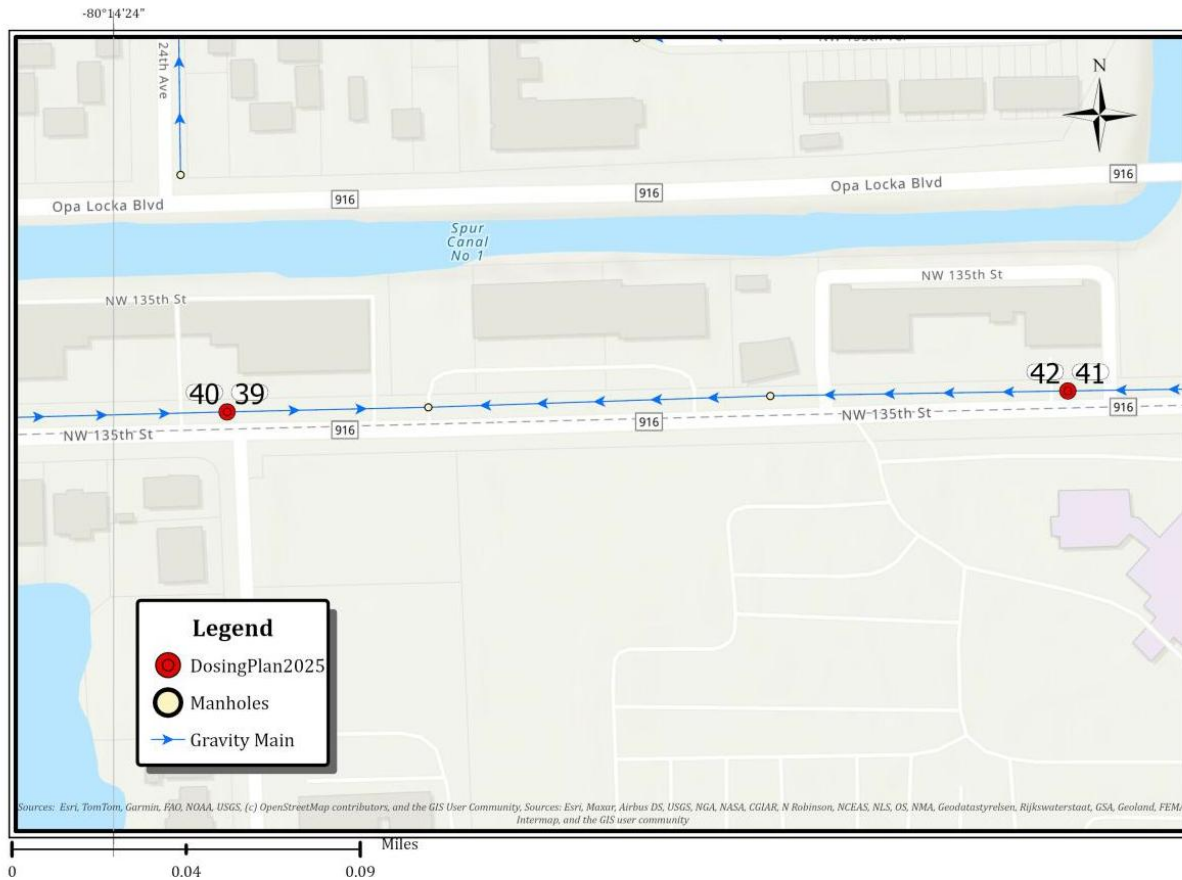
Pricing and Trial Period Summary

The total fee for the City of Winter Haven this treatment expansion is \$3,000 per month. The areas covered are :

- Lift Station 2 and upward basin
- Lift Station 5 and upward basin

A detailed map of the area to be treated is below, however, please note that these are initial installation plans only. It is expected that In-Pipe will make changes during the course of the trial, to include the possible addition or removal of some MDUs, changes to dosing frequency, changes in bacterial formulation, etc as conditions warrant. These changes will be made at no additional cost to the City, and will be detailed in our reports

Opalocka LS 5 Dosing Plan



Purchasing Quote

Proposal Number: 2025-WA179
 Date: Aug 20, 2025
 Reference: Opa-Locka FOG
 Availability: 6-8 Weeks ARO
 FOB: Customer Site – Freight Included
 Validity: Proposal valid for 90 Days

To:
 City of Opa-locka
 780 Fisherman St
 Opa-locka, FL 33054
 Attn: Airia Austin
 Email: aaustin@opalockafl.gov
 Phone: (305) 321-2595

From:
 IN-PIPE Technology
 725 N. Central
 Wood Dale, IL 60191
 Doug Fagans
 Email: dfagans@in-pipe.com
 Phone: 630.509.2488

<u>Item</u>	<u>Qty.</u>	<u>Item Code #</u>	<u>Description</u>	<u>Price</u>
1	6	IPT- 1	Monthly Service of Dosing Units in Manholes	\$3,000/mo
Total Annual Cost				\$36,000

Scope of Services

- 12 Months of continued bio-augmentation service to the City of Opa-Locka with monthly service intervals.
- \$3,000 per month
- The supply and installation of battery-powered IPT microbial dosing units. These units remain the property of IPT

Terms

Refer to attached IPT standard Terms and Conditions.

Thank you for your consideration. We look forward to reviewing the proposal with you.

OFFERED BY:

IN-PIPE TECHNOLOGY, LLC

Douglas G. Fagans
Chief Operating Officer

ACCEPTED BY:

City of Opa-locka

Signature: _____

Name & Title: _____

Date: _____

Purchase Order No: _____

Key Personnel



BRYAN WEBER
Chief Executive Officer

Bryan Weber is a growth-oriented, diverse, global business executive with particular strengths in division general management (P&L), marketing and strategic planning. He has broad experience encompassing consumer products, management consulting, business services and engineered industrial products. He has led teams of 350 people, and managed businesses exceeding \$100 million in size, including the water business at Underwriters Laboratories. He received his B.S. in chemical engineering from Purdue University and an M.B.A., with distinction in marketing and finance from Northwestern University's Kellogg Graduate School of Management.



DOUG FAGANS
Chief Commercial Officer

Doug Fagans is a global business strategy and sales executive with deep experience driving sustainable growth through operational excellence. His varied background includes senior leadership roles in Client Solutions/Implementation, Sales, Marketing, Strategy, Channel Management, Product Management, and Consulting. Doug received his BA in International Affairs from the George Washington University, and his MBA in Marketing, Strategy, and International Business from Northwestern University's Kellogg Graduate School of Management.



MARIE KROGER, PhD
Chief Science Officer

Dr. Marie Kroeger is an experienced scientist leading interdisciplinary research teams focused on understanding how the microbiome affects ecosystem functions and leveraging that knowledge to engineer ecosystems for functions like decreased greenhouse gas emissions. Marie's diverse research background integrated microbial physiology, multi-omics, and both synthetic and natural microbial communities to address fundamental and applied research objectives. Marie earned her BS in Biology from Northeastern Illinois University and PhD in Microbiology from the University of Massachusetts Amherst. Prior to joining In-Pipe, Marie earned a Chick-Keller Postdoctoral Fellowship at Los Alamos National Laboratory before becoming a staff scientist in the Bioscience Division.



XIAOLONG WANG, PhD
Head of Engineering

Dr. Xiaolong Wang has been studying and working in wastewater treatment and collection system modeling for 8 years, with projects aiming to improve plant treatment efficiency, reduce plant operation costs, and change wastewater characteristics in sewer system. Xiaolong received his BS in Environmental Engineering from Jilin Jianzhu University, and earned a PhD in Environmental Engineering from the Illinois Institute of Technology. He is a Licensed Professional Engineer (P.E) in the State of Wisconsin. He is active in WEF and IWEA member, joining both organizations in 2015. He received an Academic Excellence Award from the Central States Water Environmental Association in 2018. He currently serves on the IWEA the Plant Operations Committee and the Award Committee.

IN-PIPE Technology References

City of Sarasota, FL

1750 12th Street
Sarasota, FL 34236
Customers Serviced: 55,500 (6 MGD)
Dates of Service: August, 2006 to Present
Mr. Carlos Marin
Phone: (941)955- 2200 X 6278
Email: carlos.marin@sarasotagov.com

City of Lakeland

1825 Glendale Street
Lakeland, FL 33803
Customers Serviced: 97,400 (35 MGD)
Dates of Service: February, 2001 to Present
Mr. Rick Ruede, Collections Manager
Phone: (863)34-6571
Email: richard.ruede@lakelandgov.net

City of Oklahoma City

200 N. Walker
Oklahoma City, OK 73102
Customers Services: 150,000 (50 MGD)
Dates of Service: June 2014 to Present
Mr. Kenny Davis, Collections Manager
Phone: (405)990-2661
Email: kenny.davis@okc.gov

City of Crown Point

1321 Merrillville Rd.
Crown Point, IN 46307
Customers Serviced: 21,000 (5.2 MGD)
Dates Service: August, 2007 to Present
Mr. Chris Previs, Wastewater Treatment
Plant Manager
Phone: (219)662-3255
Email: cprevis@crownpoint.in.gov

City of Texas City

3901 Bay Street
Texas City, TX 77590
Customers Services: 45,000 (13 MGD)
Dates of Service: November 2012 to Present
Mr. Calvin Bremer, Wastewater Treatment
Superintendent
Phone: (409)643-5961
Email: cbremer@texas-city-tx.org

City of McHenry

333 S. Green St.
McHenry, IL 60050
Customers Serviced: 23,450 (4.8 MGD)
Dates of Service: October 2013 to Present
Mr. Russel Ruzicka, Wastewater Treatment
Superintendent
Phone: (815)578-1303
Email: ruzicka@ci.mchenry.il.us

Sponsored by: City Manager

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF O'DONNELL, TEXAS PURCHASING COOPERATIVE OF AMERICA CONTRACT #PCA OD-406-24 WITH INFRASTRUCTURE REHABILITATION U.S.A, INC. TO PERFORM THE REPAIRS OF LIFT STATIONS 5, 6, AND 7 MANHOLE SEWER SYSTEMS, IN AN AMOUNT NOT TO EXCEED OF SIXTY-FOUR THOUSAND FIVE HUNDRED FORTY-SEVEN DOLLARS AND FIFTY CENTS (\$64,547.50); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Works Department of the City of Opa-Locka ("City") is currently operating Pump Station No. 7 under a moratorium due to its failure to meet standards identified during the Sanitary Sewer Evaluation Survey (SES); and

WHEREAS, to address the identified inflow and infiltration (I/I) issues, a comprehensive repair effort is underway, including collection-system reconstruction work being completed by Glorieta Gardens and targeted manhole rehabilitation; and

WHEREAS, these combined efforts are expected to effectively resolve the I/I issues impacting Pump Station No. 7, within the City; and

WHEREAS, the City received a proposal from Infrastructure Rehabilitation U.S.A., Inc. attached hereto as Exhibit "B", to perform manhole rehabilitation services on Lift Stations 5, 6, And 7 Manhole Sewer Systems, within the City, in the amount of Sixty-Four Thousand Five Hundred Forty-Seven Dollars and Fifty Cents (\$64,547.50); and

WHEREAS, the City Manager recommends piggybacking the Purchasing Cooperative of America Contract #PCA OD-406-24 with Infrastructure Rehabilitation U.S.A, Inc. to expedite necessary infrastructure repairs at a competitive price, consistent with the City's purchasing authority; and

WHEREAS, PCA is a national purchasing cooperative for public sector entities with contracts available to be utilized in all 50 states, the U.S. Territories, Canada and Mexico. The PCA Awarding Agency, the City of O'Donnell, Texas, is an agency of the State of Texas and awards the contracts. PCA and the City of O'Donnell, Texas, operate by contractual agreement; and

WHEREAS, the City of O'Donnell, Texas previously awarded a contract to Infrastructure Rehabilitation U.S.A., Inc., attached as Exhibit "A", pursuant to its Request for Proposal (RFP) No. OD-406-24 for Cured-in-Place (CIP) Rehabilitation for Vertical Sewer Structures for a one-year period commencing June 12, 2024 through June 13, 2025, with an option to renew up to four (4) additional one (1) year terms. The agreement was subsequently renewed by the parties for a new contract end date of _____; and

WHEREAS, pursuant to Section 2-318(3) of the City's Purchasing Code (as approved by Ordinance 2020-07) the City may purchase and acquire under contracts with the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs and when the City Manager has determined that the prices of the original contract are competitive and reasonable; and

WHEREAS, funding for these services is available in Account No. 35-535340 (Other Contracted Services) for Fiscal Year 2025-2026; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback the City of O'Donnell, Texas contract with Infrastructure Rehabilitation U.S.A., Inc., attached hereto as Exhibit "A", in order to benefit from already negotiated rates and enter into an agreement, attached hereto as Exhibit "C", to perform manhole rehabilitation services on Lift Stations 5, 6, And 7 Manhole Sewer Systems, within the City, in the amount of Sixty-Four Thousand Five Hundred Forty-Seven Dollars and Fifty Cents (\$64,547.50).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to piggyback the Purchasing Cooperative of America Contract #PCA OD-406-24 with Infrastructure Rehabilitation U.S.A, Inc. and to execute an agreement, attached hereto as Exhibit "C", in the amount of Sixty-Four Thousand Five Hundred Forty-Seven Dollars and Fifty Cents (\$64,547.50) to perform the repairs of Lift Stations 5, 6 and 7 Manhole Sewer Systems, within the City.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney, without the need for public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this _____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Resolution No. 25-_____

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Department Director:	Airia Austin		Department Director Signature:				
City Manager:	Sha`mecca Lawson		CM Signature				
Commission Meeting Date:	10.22.2025		Item Type: (Enter X in box)	Resolution	Ordinance		Other
				X			
Fiscal Impact: (Enter X in box)	Yes	No	Resolution Reading: (Enter X in box)	1st Reading		2nd Reading	
	X						
				Public Hearing: (Enter X in box)	Yes	No	Yes
				X			X
Funding Source: Account#:	(Enter Fund & Dept) Ex: N/A See Financial Impact section below		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
ILA Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X						
Sponsor Name	City Manager		Department:	Public Works			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE PURCHASING COOPERATIVE CONTRACT #PCA OD-406-24 WITH INFRASTRUCTURE REHAB USA, INC. TO PERFORM THE REPAIRS OF LIFT STATIONS 5, 6 AND 7 MANHOLE SEWER SYSTEMS.

Staff Summary:

The Public Works Department is currently operating Pump Station No. 7 under a moratorium due to its failure to meet standards identified during the Sanitary Sewer Evaluation Survey (SSES). To address the identified inflow and infiltration (I/I) issues, a comprehensive repair effort is underway. This includes collection system reconstruction work being completed by Glorieta Gardens, as well as targeted manhole rehabilitation. Infrastructure Rehab USA has submitted Proposal #OPAFL/PCA OD-406924 for manhole rehabilitation services in the amount of \$64,547.50. These combined efforts are expected to effectively resolve the I/I issues impacting Pump Station No. 7.

Financial Impact:

Account	Description	FY 2026 Available	Expenditure	FY 2026 Remaining Balance
35-535340	Other Contracted Services	\$262,541.74	\$64,547.50	\$197,994.24

Proposed Action:

Staff recommend the City Commission authorize the City Manager to execute an agreement.

Attachment:

Agenda Cover

Infrastructure Rehab USA Proposal #OPAFL/PCA OD-406-24



PH: (844) 722-6374

www.pcamerica.org

PCA is issuing this RFP on behalf of PCA Awarding Agency and PCA Members

**Request for Proposal - RFP # OD-406-24
for
Cured-in-Place (CIP) Rehabilitation for Vertical Sewer Structures**

Submittal Deadline:

Tuesday, May 7, 2024 at 11 a.m. CT

All proposals are required to be submitted by the date and time above. The Bonfire electronic bidding software will lock down on this date/time and any additional vendor uploads/activity will be refused.

Questions regarding this RFP must be submitted in Bonfire and will be answered electronically and posted in Bonfire. The deadline for all questions is five (5) days prior to the submittal deadline (as shown below).

PROPOSAL CALENDAR

(Subject to change. If there is a change, an addendum will be issued.)

1st Newspaper Notice – Thursday, April 4, 2024

Optional Pre-Proposal Meeting – Tuesday, April 9, 2024, 10-11 a.m. CT

- Must RSVP to pcamerica@pcamerica.org

Deadline to Submit Questions in Bonfire – Tuesday, April 30, 2024, 11 a.m. CT

Deadline for Submissions – Tuesday, May 7, 2024, 11 a.m. CT

Anticipated Notification of Contract Award/Non-Award – June 2024

PURCHASING COOPERATIVE OF AMERICA
RFP OD-406-24 Cured-in Place (CIP) Rehabilitation for Vertical Sewer Structures

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SECTION 1-SOLICITATION OVERVIEW

City of O'Donnell ("Awarding Agency"), located at 615 8th Street, O'Donnell, Texas 79351, an agency of the State of Texas, is awarding this contract for use by all current and future Purchasing Cooperative of America ("PCA") Members. Respondents are expected to be experienced and qualified in supplying these products and/or providing these services to PCA Members using the resulting contract, if any, that can be used either on a national, statewide, regional or local basis.

This is an IDIQ (Indefinite Delivery Indefinite Quantity) solicitation and not for a specific job or project. This is a competitive procurement process to qualify vendors for future projects/sales to be determined directly between PCA Member and a vendor awarded a PCA Contract (PCA Awarded Contractor).

A response to this Request for Proposal ("RFP") is an Offer to Contract with Awarding Agency based upon the terms, conditions, scope of work, and specifications contained in this solicitation. Solicitation and Vendor response do not become a contract unless and until a contract is awarded by the Awarding Agency's approving Board, Council or other Authority.

INTENT

It is the intent of Awarding Agency/PCA to establish an annual contract on behalf of PCA Members, current and future, with one or more contracts being awarded. This Contract meets the statutes and purchasing criteria for Texas and certain other states with similar laws. Supplemental agreements between PCA Member and Awarded Contractor may be entered into in order to accommodate additional federal, state or local laws and requirements.

INTRODUCTION

Awarding Agency/PCA is seeking to contract on a local, regional, statewide and/or national basis with one or more companies with the requisite experience and qualifications. Responses may be made for any or all products and services Vendor routinely offers to public sector entities.

Products and/or services considered for award shall equal or exceed a minimum quality level of industry standard(s) as defined within this solicitation and shall comply with all applicable federal, state and local technical, environmental, and performance standards and specifications.

Awards will be made to the successful proposer(s) for the total line of services submitted. Awards will be based on the criteria set forth within this document. PCA encourages all vendors (national, regional, state, local, USMCA) to respond and provide products/service to public and non-profit/non-taxed entities that utilize cooperative purchasing in the areas that Vendor proposes to work in.

Benefits of a PCA Contract Award

- ✓ Multi-year contracts
- ✓ Comprehensive contracts
- ✓ Fair and open competition

Maximum Annual Aggregate of the Contract. In compliance with *TEX. GOV'T. CODE § 2269.403(b)*, PCA is establishing the maximum annual aggregate contract price for each of the contracts awarded pursuant

PURCHASING COOPERATIVE OF AMERICA
RFP OD-406-24 Cured-in Place (CIP) Rehabilitation for Vertical Sewer Structures

to this solicitation for the PCA cooperative program at \$100 million in aggregate per Member per year. The amount may be increased at each of the contract renewal periods or at the request of Vendor or Member based upon project requirements.

No Guarantee of Usage/Quantities. Awarding Agency/ PCA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this solicitation and the resulting contract(s), if any. Awarding Agency /PCA makes no guarantee or commitment of any kind regarding usage of any contract(s) resulting from this RFP.

Addendums to Solicitation. Changes to this solicitation will be made by addendum. Addendum information will prevail over original solicitation or previous addendum(s). Addendum must be signed by Vendor's authorized representative and be included in Vendor's response. It is Vendor's responsibility to check the website for addendums prior to finalizing their submission.

Purchasing Cooperative of America, acting on behalf of the PCA Awarding Agency, is the sole authority for the issuance of any addendum related to this solicitation.

EVALUATION AND AWARD OF CONTRACT

In accordance with applicable laws, rules, and regulations for public procurement, recommendation for award(s) will be made to the responsible vendor whose proposal is determined, per review by the evaluation committee, to be the best value and most advantageous to PCA Members.

The following may result in a recommendation for non-award or rejection of the entire response:

- ✓ Failure to sign the Contract Offer and Acceptance Form shall disqualify Vendor's submittal from being evaluated (Texas law). Vendors are responsible for making sure, when using Electronic Signatures, that the signatures are actually transferring to the documents being uploaded into Bonfire.
- ✓ Failure to submit any documents/information requested.
- ✓ Less than two years' company history and/or personnel experience in the business activity described in this solicitation. May submit personnel resumes to qualify.

Evaluation Factors and Point Values

<u>Qualifications/Evaluation Considerations</u>	<u>Maximum Value</u>
Products/Services:	20 points
Do products/services meet the requirements/intent of the solicitation? Description of products/services offered. Variety and availability of products and services offered. Ancillary costs related to Member's use/purchase of products and services.	
Qualification and Experience:	20 points
Company profile. Years in business relevant to solicitation, including officers' experience. Personnel qualifications and experience. Experience in public sector. Understanding of cooperative purchasing.	
Performance Capability:	20 points
Ability to deliver products/services locally, statewide, regionally or nationally. Freight and delivery policy. Customer service. Marketing plan. Contract implementation. Bonding. Location and number of personnel. Vendor Website.	

PURCHASING COOPERATIVE OF AMERICA
RFP OD-406-24 Cured-in Place (CIP) Rehabilitation for Vertical Sewer Structures

<u>Qualifications/Evaluation Considerations, continued</u>	<u>Maximum Value</u>
References: Minimum 3 references. Vendor performance per reference checks.	15 points
Pricing: Discount offered. Delivery pricing. Construction-type coefficient. Pricing in required in a spreadsheet format or directions to online catalog with website and password as applicable.	25 points
SUBTOTAL – QUALIFICATIONS POINTS:	100 points
<u>Additional Qualifying Points</u>	
'Value Add' Products/Services: Products/services offered. Description. Pricing.	7 points
Certifications: Supporting documentation provided for ISO and HUB-related certifications. HUB subcontractors.	3 points
GRAND TOTAL – POSSIBLE POINTS:	110 points

Disadvantaged Business Enterprises. Awarding Agency/PCA encourages response by Historically Under-utilized (HUB) companies, including, but not limited to, Minority and Women's Business Enterprise (MWBE), Veteran Owned Small Business (VOSB), and Small Business Enterprise (SBE) businesses. Some PCA Members have specific goals for HUB requirements and will require that a plan be presented by Vendor to help them meet their goals.

Clarification and/or Negotiation. During the review process, PCA may request clarification from Vendor for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give Vendor the opportunity to revise, change, or modify its proposal in any way except to the extent of correction of the error. Discussion between PCA and Vendor can only take place after the deadline to receive proposals. PCA reserves the right to conduct discussions with all, some, or none of the vendors submitting proposals. PCA will not assist any vendor in the revision or modification of its proposal nor will PCA assist any vendor in bringing its proposal to the same level of other proposals received by PCA.

Preferences. PCA may apply applicable preferences for Texas resident vendors in the event of a tie. Preferences must be explicitly claimed by Vendor and may not be applicable in procurements and/or contracts involving federal funds. *TEX. GOV'T. CODE §2252.001-.004.*

Texas provisions above are provided as a reference for Vendors and Members, as the Awarding Authority is a Texas Agency.

Vendor responses to solicitations are reviewed and points are assigned by evaluators according to the evaluation criteria stated in the solicitation. PCA functions as a National Purchasing Cooperative in compliance with applicable Texas and other states' laws and regulations concerning cooperative contracting. Vendors responding to solicitations provide services in various locations across the United States and its Territories and offer a variety of products and services in response to any given Solicitation. It is often not practical to compare product or services pricing. Further, where multiple contracts and individual contracts of an Indefinite Delivery Indefinite Quantity (IDIQ) nature are being awarded and where federal Funds may be used under a Contract, consideration of preferences is not required. Accordingly, the Texas provision concerning the evaluation of 'state preference' and the

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preference consideration requirements of any other state will not generally be considered as part of the evaluation process. If an evaluation of the preferences is appropriate for any given solicitation, this will be recorded as part of the evaluation process.

Multiple Awards. Awarding Agency/PCA reserves the right to award multiple contracts. Contract awards will be made to the successful respondent(s) for the total line of services submitted based on the criteria set forth within this document. Because PCA is a national cooperative, it may be in PCA Members best interests to offer multiple contract awards. Awarding Agency/PCA reserves the right to award multiple contracts for the following reasons:

- 1) Geographic location of offices/services;
- 2) Different offerings, such as product lines;
- 3) 'Value Add' offerings;
- 4) Vendor qualifications/market presence;
- 5) Small businesses and large companies offering quality products/services; and
- 6) Other reasons Vendor provides value to PCA membership.

GLOSSARY

In this solicitation and resulting Contract, if any, the following terms shall have meanings as follows:

Purchasing Cooperative of America (“PCA”) – a national cooperative purchasing program managing and administering innovative contracts administered by an Awarding Agency of the State of Texas.

Addendum/Addenda – changes/corrections to the solicitation after it has been published.

Administrative Fee (“Admin Fee”, “Fee”) – the fee paid by Vendors with awarded contracts to fund the cost of the PCA program. The Fee is included in the Vendor’s price as overhead and not issued as a separate line item in any quote or invoice issued to Members.

Awarding Agency – an agency of the State of Texas; PCA Awarding Agencies are members of PCA and as such, are eligible to use PCA contracts.

Best Value – the method by which a contract is awarded, in accordance with applicable laws, rules, and regulations, and includes experience, references, quality of Vendor’s products/services, and price.

Bundling of Contracts – Bundling of two or more PCA awarded contracts of the same vendor as stated in the Proposal will be permitted for the benefit of both the vendor and PCA member agency.

Contract – the entire written agreement between Parties.

Contract, Amendment – a permanent change in a contract; i.e., a correction of an error, an addition to, deletion from, or correction or modification of an existing contract.

Contract, Supplemental – a separate, additional contract entered into between a Member and Vendor to further define the level of service and/or product requirements over and above the minimum defined in the solicitation/Contract; example SAAS, etc.

Contract, Term – period of time, whether an initial term or a renewal term.

Contractor (also Vendor, Company) – a seller/provider of goods/services; the entity/person responding to this solicitation; a PCA Awarded Contractor is the person/entity to whom a contract has been awarded.

EDGAR – U.S. Department of Education’s Education Department General Administrative Regulations. PCA complies with EDGAR regulations in accordance with our role as a purchasing cooperative. PCA

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recommends that PCA Members conduct their own price/cost analysis as it is impracticable or impossible for PCA to perform them as required by law before the exact purchase amount has been determined.

HUB (“Historically Underutilized Businesses”) – local, state or federal designation to businesses deemed to be underutilized in the past, including but not limited to VOSB (Veteran Owned Small Business), MWBE (Minority- and Women-Owned Business Enterprise), and SBE (Small Business Enterprise), etc.

IDIQ “Indefinite Delivery Indefinite Quantity” Contracts – contracts that provide for an indefinite quantity of goods/services for a fixed term.

Member(s) PCA (“PCA Member(s)”, “Member(s)”) – eligible entities are public sector entities including educational entities, governmental agencies and non-taxed non-profit organizations throughout the United States and U.S. Territories, Canada and Mexico, pursuant to the *TEX. GOV’T. CODE § 791*, and *TEX. LOCAL GOV’T. CODE, Chapter 271*, Subchapter F, and similar statutes in other states.

“Party” – either Awarded Contractor or PCA Awarding Agency or PCA or PCA Member.

“Parties” – means both Awarded Contractor and PCA Awarding Agency or PCA or PCA Member.

Pass-Through Costs – costs that Vendor will subtract from the gross contract/purchase order amount before calculating the PCA Administrative Fee; items including specialty insurance, taxes, cost of bonds, and delivery costs.

Procurement – buying, purchasing, renting, leasing or otherwise acquiring materials and services; also includes all functions that pertain to the obtaining of products and services including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Purchase Order (PO) – Member’s written order for Vendor to proceed with providing goods and/or services. Special terms and conditions agreed to by Vendor and Member may be added as to the PO, including such items as requirements concerning certificates of insurance and small-or-disadvantaged business goals.

Scope of Work – overview of the work to be agreed upon between Vendor and Member.

Solicitation – various formats including invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), or other format by which a Vendor is invited to participate in a procurement.

Specifications – a description of purchase or project requirements.

‘Value Add’ – other products/services provided by Vendor that are complementary to this solicitation that may be offered as they would be beneficial to Members.

Vendor – also Company, Contractor; a seller/provider of goods/services; the entity/person responding to this solicitation. A PCA Awarded Contractor is the person/entity to whom a contract has been awarded a PCA Contract.

SECTION 2-ABOUT PCA

PCA Membership and Interlocal Contracting Authority. PCA Membership is open to public sector entities including educational institutions such as public and private schools, independent school districts and charter schools, education service centers, and higher education colleges and universities; and local, state and federal governmental agencies such as municipalities, counties, political subdivisions, federal agencies, other governmental agencies, and non-taxed non-profit organizations throughout the United States and U.S. Territories that follow local governing authority allowing them to utilize contracts procured by PCA and administered by Awarding Agency, pursuant numerous states' joint powers statutes such as, but not limited to:

- *TEX. GOV'T. CODE, Title 7, Intergovernmental Relations, Chapter 791, Subchapter C;*
- *State of Arizona Statutes, Title II, Chapter 7, Intergovernmental Operations, Article 3, Joint Exercise of Powers;*
- *State of New Mexico Statutes, Chapter 11, Intergovernmental Agreements and Authorities, Article 1, Joint Powers Authority;*
- *State of Louisiana Title 39, Subtitle 111, Chapter 17, Part VII and Title 38 Public Contracts;*
- *State of Arkansas, Title 19, Chapter 11, Sub-chapter 2 – Arkansas Procurement Law;*
- *State of Oklahoma, Title 74 State Government, Chapter 31 Interlocal Cooperative Act; and*
- *Other states' joint powers codes may be found listed on the PCA website:*
www.pcamerica.org.

A local government that purchases products and services under the Interlocal Cooperation Act satisfies the requirement of the local government to seek competitive quotes for the purchase of products and services. By using PCA, eligible entities can provide the legally required competition for contracts of commonly purchased products and services, thereby saving the individual entity the time and cost of performing the procurement process. This PCA Contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract.

Vendors are encouraged to sign up their current customers with PCA to continue a positive working relationship. Members benefit by having a multi-year contract and by saving the time and expense of developing solicitations and evaluating responses from numerous vendors.

In states other than Texas, eligible public sector entities using the PCA contract automatically become PCA Members.

Responsibility to Know and Follow Federal, State and Local Laws. It is both the Vendor's and the Member's responsibility to be sure all state purchasing laws and requirements are being followed in the jurisdiction where they are operating.

All local governments, cities, municipalities, counties, K-12 schools, higher education, state and federal agencies may use this contract when awarded. Each PCA Member is subject to its own and jurisdictional requirements. The use of this contract by a Member, along with their signed purchase order or other

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extension of the contract, constitutes acceptance of the contract and completes the interlocal agreement (if required by the entity) between the Awarding Agency and PCA Member.

All Vendors shall also be familiar with Arizona Statutes and shall adhere to these requirements under this contract when working in Arizona, and adhere to other states' statutes, as appropriate.

PCA Members are responsible for ensuring that they are NOT engaged and doing business with any contractor doing business with those individuals, entities or countries sanctioned by the U.S. Government. Effective February 1, 2017, each new PCA contract for goods or services includes a clause that requires the contractor to certify that the contractor does not have scrutinized business operations with any countries sanctioned by the U.S. Government. Also, if Vendor subsequently does business in/with a country that is sanctioned by the U.S. Government, Vendor will immediately notify the PCA Member.

If successful in being awarded a contract, Vendor shall be responsible for obtaining all necessary permits, fees, and licenses as may be required by local authorities having jurisdiction. Vendor is responsible for verifying compliance with local authorities having jurisdiction prior to commencing work. All documents prepared, along with manufacturer's data sheets and spec sheets, shall be submitted for review and approval by authorities having jurisdiction.

Specific applicable sections of federal and state statutes, procedures, or regulations, as well as local requirements, may be added as a Supplemental Contract or on the Purchase Order being issued under this contract as deemed necessary and jointly agreed to by PCA Member and Awarded Contractor.

USMCA and PCA Contracts. Known in the United States as the United States–Mexico–Canada Agreement (USMCA); in Canada, it is officially known as the Canada–United States–Mexico Agreement (CUSMA) in English and the *Accord Canada–États-Unis–Mexique* (ACEUM) in French; and in Mexico, it is called the *Tratado entre México, Estados Unidos y Canadá* (T-MEC). Future trade agreements replacing, modifying, or superseding USMCA may also be used when ratified, as allowed by the signatories.

USMCA allows the United States, Mexico and Canada to contract to buy and sell goods and services. The uniqueness of any contract or how it may be procured is not specified under the provisions of the treaty. It is therefore left to the laws of each of the signatories. Contracts can be accessed through PCA if the U.S., Mexican or Canadian entity involved has the statutory authority and requests its use.

Several Canadian provinces have written into their Joint Powers Statutes the ability for their agencies to exercise mutual joint powers and cooperative agreements. Similarly, the Government of Mexico, its departments and agencies, may be able to sign an intergovernmental contract with PCA for the use of PCA contracts. An intergovernmental contract is not required by PCA or State of Texas.

U.S., Canadian and Mexican entities will know their own contracting requirements and laws governing the use of PCA contracts and the purchasing and the expenditure of funds by their individual agencies.

Financing of PCA. There is no fee to eligible public sector entities join PCA as a member and use PCA contracts. The cost of the PCA program is funded through an Administrative Fee paid by Awarded Contractors (vendors) based on a percentage of Vendor gross sales, less expenses as described in the contract (Pass-Through Costs), or similar calculation, that varies per contract.

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‘Value Add’ Products/Services. PCA solicitations stress the importance of including ‘Value Add’ items to Vendor’s response to emphasize the concept of “best value” other than “low price”. ‘Value Add’ products and services offered must include pricing to be considered for award. See FORM I.

Purchasing Process Using PCA Contracts. Contracts are awarded by PCA’s Awarding Agencies’ governing body following open competition, in compliance with, at a minimum, all applicable Texas procurement rules and regulations. PCA contracts are IDIQ contracts (indefinite delivery indefinite quantity); therefore, Vendor and Member negotiate and agree to the specific scope and specifications of goods and services from Vendor.

PCA Member works directly with Vendor (PCA Awarded Contractor). Member sends their purchase order, with the PCA contract number and title referenced, directly to Vendor. Vendor should not provide goods or perform services without first receiving a properly executed purchase order or other purchase document. Vendor delivers products/services to Member and then invoices the Member. Within the parameters of the approved contract Pricing, Member will pay Vendor timely, in accordance with agreed upon terms/local policy/state statute.

Copies of purchase orders/other approved work orders or purchase documents are part of due diligence and allow the Member entity to pass audits. It is in the interest of Parties to have all purchasing documents properly issued; including having the contract number noted on the documents, with proper signatures/approvals and dates.

PCA is not responsible for lost sales or revenue because a PCA Member failed to properly allocate funds for a purchase under state and/or federal Laws.

SECTION 3-CONTRACT TERMS AND CONDITIONS

This Contract is entered into between PCA Awarding Agency and Awarded Contractor, having submitted a response to **RFP OD-403-24 Cured-in Place (CIP) Rehabilitation for Vertical Sewer Structures** issued by Purchasing Cooperative of America ("PCA", "Cooperative") and whose offer has been accepted and a contract has been entered into by PCA Awarding Agency on behalf of current and future PCA Members. *TEX. LOCAL GOV'T. CODE, Section 271; and TEX. GOV'T. CODE, TITLE 7. INTERGOVERNMENTAL RELATIONS, Chapter 791.*

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PCA Awarding Agency and Awarded Contractor, intend to be legally bound and subject to the terms, conditions, and provisions of this Contract, and agree as follows:

1. **Entire Agreement.** The term "Contract" as used in this document represents the entire agreement between the Parties, and includes the comprehensive collection of the Solicitation; Contract Terms and Conditions; completed and signed forms; Awarded Contractor's solicitation response; addendums to the solicitation, if any; attachments and exhibits, if any; negotiated items in writing that become amendments to the contract; additional agreements (also called "Supplemental Contract" or Master Agreement) in writing between PCA Member and Awarded Contractor; and additional terms, conditions, or instructions contained in each individual purchase order issued by PCA Member.

This Contract supersedes all other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the Parties to this Contract.

In the event of a conflict between this Contract and the solicitation or Awarded Contractor's response to the solicitation, this Contract shall control.

A Supplemental Contract between Awarded Contractor and PCA Member may be established to further detail the terms and conditions and scope and specifications of the PCA Member's specific project. Each Supplemental Contract with each PCA Member will address the performance requirements for the Supplemental Contract including, without limitation, the provision of materials, equipment and labor, whether directly or through sub-contractors. In the event of a conflict between this Contract and the Supplemental Contract, the Supplemental Contract shall prevail unless the Supplement Contract states otherwise. The Supplemental Contract may be added to the PCA Member's purchase order.

In the event of a conflict between this Contract and the Supplemental Contract as it relates to matters solely with either PCA or the PCA Awarding Agency, this Contract shall prevail.

2. **Exceptions to Contract Terms and Conditions and Confidential Information.** Any and all limitations, exceptions, qualifications, special conditions, or deviations from the Contract Terms and Conditions or any of the item specifications must be clearly noted in writing by Vendor at the time of submission of the solicitation response. In the absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted, Awarded Contractor will be held

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accountable to PCA and PCA Members to perform in strict accordance with all Contract Terms and Conditions and all item specifications as written. Where exceptions are contrary to any state or federal law, the law shall prevail.

Vendor should NOT include any information in Vendor's response that they consider proprietary or confidential. PCA Awarding Agency is an agency of the State of Texas and subject to the Texas Public Information Act. *Texas Government Code, Chapter 552*, gives the public the right to access government records. All government information is presumed to be available to the public.

PCA Awarding Agency and PCA cannot be held responsible for releasing any information in Vendor's response that Vendor may consider proprietary or confidential. PCA Awarding Agency and PCA assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors.

3. **Paragraph Titles.** Paragraph titles in the Contract Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any paragraph of this document. Unless otherwise stated, any listing of factors or criteria in this document does not constitute an order of preference or importance.
4. **Use of Contract by PCA Members; Addition of New Members.** Awarded Contractor agrees and understands that this solicitation and Contract may be used to accomplish work for both current and future PCA Members. *TEX. GOV'T. CODE § 2269.407*. It is a benefit to the Awarded Contractor to bring their customers wishing to utilize their products and services into the PCA Cooperative.
5. **Non-Exclusivity.** Nothing in this Contract may be construed to imply that Awarded Contractor has the exclusive right to provide products and/or services to PCA Members. During the Term of this Contract, PCA Members reserve the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Awarded Contractor.
6. **No Agency or Endorsements.** It is the intention of Parties that Awarded Contractor is an independent contractor. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between the PCA Awarding Agency and Awarded Contractor; any PCA Member and Awarded Contractor; or PCA and any of Awarded Contractor's agents, or any PCA Member and any of Awarded Contractor's agents.

Awarded Contractor has no power or authority to assume or create any obligation or responsibility on behalf of PCA Awarding Agency or PCA or any PCA Member; and PCA Awarding Agency and PCA and PCA Members have no power or authority to assume or create any obligation or responsibility on behalf of Awarded Contractor.

This Contract shall not be construed or deemed an endorsement of a specific company or product.

Awarded Contractor agrees that PCA Awarding Agency and PCA, its administration, employees, agents, governing board, and contractors, and PCA Members, its administration, employees, agents and governing board, have no responsibility for the conduct of any of Awarded Contractor's employees, agents, representatives, contractors, or subcontractors.

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7. **Amendments To This Contract.** No amendment of this Contract between PCA Awarding Agency and Awarded Contractor shall be permitted or shall have any effect unless and until a written amendment to this Contract is approved and executed by PCA.

The terms and conditions of this Contract and subsequent written contract amendments shall govern all procurements conducted hereunder. No pre-published terms on Awarded Contractor's estimate or quote, acknowledgments, invoices, or other forms shall have any force or effect unless expressly agreed to by the PCA Member and Awarded Contractor.

8. **Term of Contract; Renewal of Contract.** Term of the Contract is for a period of five (5) years. For commodity and most service contracts, the initial Term of this Contract is for a period of one (1) year, with PCA having the option to renew the Contract for four (4) additional one-year terms, at PCA's sole discretion. For construction-type contracts, i.e., job order contract (JOC) or trades, the initial Term of this Contract is for a period of two (2) years, with PCA having the option to renew the Contract for three (3) additional one-year terms, at PCA's sole discretion. *TEX. GOV'T. CODE § 2269.409*

All of the annual renewals take place automatically unless Awarded Contractor is notified otherwise 30 days prior to the date of renewal. The phrase "Term" in this Contract shall mean the then-current Term of the Contract, whether an initial term or a renewal term.

PCA Awarding Agency and PCA reserve the right to make a contract award for a longer initial term period if it is determined to be in the best interest of the Awarded Agency/PCA and/or PCA Membership. Upon mutual written agreement of both Parties, this contract may be extended beyond the contract expiration date if allowed by state and/or local jurisdiction.

9. **Awarded Contractor Assignment of Contract to Others.** Awarded Contractor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of PCA. Any attempted assignment of this Contract by Awarded Contractor shall be null and void. Any Purchase/Job Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Awarded Contractor without the prior written approval of PCA and, if applicable, the PCA Member.

10. **Compliance with Laws.** Awarded Contractor and their subcontractors shall be responsible for compliance, as is applicable, with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including:

- *Federal Agencies may incorporate by reference FAR and DFARs sections that are appropriate to their projects.*
- *TEX. EDUC. CODE § 44.031(a)(4) "...all school district contracts for the purchase of goods and services, except contracts for the purchase of produce or vehicle fuel, valued at \$150,000 or more in the aggregate for each 12-month period shall be made by the method...that provides the best value for the district [including] an interlocal contract..."*
- *TEX. EDUC. CODE § 51.9335(a)(4) "...each institution of higher education, as that term is defined by Tex. Educ. Code § 61.003, including each public junior college to the extent possible, "may acquire goods or services by the method that*

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provides the best value to the institution, including...a group purchasing program."

- *TEX. EDUC. CODE § 73.115(a)(4) "...University of Texas at El Paso "may acquire goods or services by the method that provides the best value to the institution, including... a group purchasing program."*
- *TEX. EDUC. CODE § 74.008(a)(4) "...University of Texas Medical Branch at Galveston "may acquire goods or services by the method that provides the best value to the medical branch, including...a group purchasing program." Other Texas Universities are also covered under Texas Codes with the same text.*
- *TEX. LOCAL GOV'T. CODE Chapter § 271.01, Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments.*
- *TEX. LOCAL GOV'T. CODE Chapter § 262, Purchasing and Contracting Authority of Counties.*
- *24 C.F.R. 85.36(b)(5) Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments. "To foster greater economy and efficiency, grantees and sub-grantees [of federal funds/grants] are encouraged to enter into state and local intergovernmental agreements for procurement or use of common goods and services."*
- *All contracts made by the non-federal entity under a federal award must contain the appropriate provisions of 2 CFR, Part 200-Appendix ii. 2 C.F.R. § 200.319 – Full and Open Competition. Cooperative purchasing programs must include a clear and accurate description of the scope of work or goods required by the responsive vendor. Cooperative purchasing programs placing overly restrictive requirements on solicitation risk noncompliance with the full and open competition requirements.*
- *2 C.F.R. § 200.320 – Geographic Preferences. Any geographic preferences that a cooperative purchasing program uses when evaluating vendor proposals and any pre-negotiated agreements that favor or give preference to local suppliers violate 2 C.F.R. § 200.319(b) and restrict of competition.*
- *2 C.F.R. § 200.320 – Procurement Method. Cooperative purchasing programs must comply with allowable procurement methods. Some of these methods of procurement require public advertisement or publication of solicitations, solicit bids from an adequate number of known suppliers, and award contracts to the responsible, responsive firm with the lowest price or to the responsive firm whose proposal is most advantageous to the program with price and other factors considered.*
- *2 C.F.R. § 200.321. Socio-economic Contracting. Federal entity purchasers must ensure cooperative purchasing programs take the applicable affirmative steps to encourage participation of small businesses, minority businesses, and women owned enterprises. Failure to take certain affirmative steps violates 2 C.F.R. § 200.321.*
- *2 C.F.R. § 200.323. Cost or Price Analysis. Federal purchases must always conduct an independent cost or price analysis when using cooperative purchasing agreements.*
- *2 C.F.R. § 200.326. Contract Provisions. Cooperative purchasing programs at times do not include the federally required contract provisions in their agreements with vendors. All state and federal purchase contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards). Each individual contract must be independently reviewed for compliance.*

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- *All contracts made by the non-federal entity under a federal award must contain the appropriate provisions of 2 CFR, Part 200-Appendix ii.*
- *Workers Compensation laws*
- *Minimum/maximum salary and wage statutes and regulations; prompt payments*
- *Licensing laws and regulations*
- *Davis-Bacon Act (40 U.S.C. § 276a/29 CFR Part 5)*
- *Copeland “Anti-Kickback” Act (18 U.S.C. § 874/29 CFR Part 5)*
- *Equal Employment Opportunity (in compliance Executive Order 11246, amended by E.O. 11375 and supplemented by DOL Reg. 41 CFR Part 60)*
- *Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-330/29 CFR Part 5)*
- *McNamara-O’Hara Service Contract Act (41 U.S.C. 351)*
- *Section 306 of the Clean Air Act (42 U.S.C. § 1857.h.)*
- *Section 508 of the Clean Water Act (33 U.S.C. § 1368)*
- *Executive Order 11738, EPA regulations (40 CFR Part 15)*
- *Administrative Requirements for Grants and Cooperative Contracts to state-, local-and federally-recognized Indian tribal governments (24 CFR Part 85)*
- *Mandatory standards and policies contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)*
- *FEMA Requirements, If Applicable*
- *A non-federal entity receiving federal funds, such as a Public Assistance award to restore a damaged building, must comply with the conditions attached to the grant. A non-federal entity must comply with the procurement requirements imposed by Federal law, executive orders, and federal standards and regulations, as these exceed the authority over non-federal requirements, such as local or state procurement standards, to the extent they conflict with Federal requirements. A non-federal entity must not make any award or permit any award at any tier to parties listed on the governmentwide exclusions in the System for Award Management (SAM), which can be found at www.sam.gov. In response to this requirement, PCA requests that Form F in Section 4 be signed and dated.*

For Arizona Purchase Orders under this contract:

- *AZ 34-607 as revised, will apply, and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to Members*
- *Arizona “Cancellation or Conflict of Interest” A.R.S. 38-511*
- *Records Retention: School Code R7-2-1083 by A.R.S. 35-214 and 35-215*
- *A.R.S. 41-4401 and 23-214(A) “Federal Immigration and Nationality Act” (FINA)*
- *A.R.S. 15-512(H) provides for fingerprinting for contractors and subcontractors, and Awarded Contractors to be fingerprinted where frequent or regular services are performed on school grounds.*

Awarded Contractor is responsible to:

- *Maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. All permits will be acquired by*

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Awarded Contractor and invoiced to the PCA Member, at cost, as part of the Purchase Order, unless otherwise provided by the PCA Member.

- *Comply with all state and local building code requirements unless other-wise specifically provided in the Member's Purchase Order or Job Order, and Awarded Contractor must pay all fees and charges for connections to outside services and for use of property outside the project site, as agreed to with the PCA Member.*
- *Be acquainted with and comply with the regulations and laws of each state and jurisdiction (where they operate) that govern payment retention and progress payments for public projects.*

11. **Additional DFARs Federal Security Requirements for PCA Members and Awarded Contractors.** Some federal agencies require certifications from contracted primary and sub-tier Awarded Contractors that conform to the Cybersecurity Maturity Model Certification (CMMC) and other requirements, as mandated by the U.S. Department of Defense under FAR Clause 52.204-21, NIST Special Publication 800-171 per the Defense Federal Acquisition Regulation Supplement (DFARs) 252.204-7012 (3, 4, and 5).

PCA contracts allow federal agencies the ability to have a supplemental contract that meets their additional requirements; and these additional requirements would take precedent with total project/contract control with that agency. Sub-tier companies working on those projects have to be certified. Universities working under the above contract certifications will be required to have the appropriate certification level(s); this includes the university's sub-tier contractors.

12. **Force Majeure.** Force Majeure shall include, but is not limited to acts of God (except natural phenomena such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); acts of man such as work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage. Also, services may be impacted unexpectedly by governmental restraints or decrees, provided they affect all companies in the Awarded Contractor's industry equally and are not actions taken solely against the Awarded Contractor.

Parties will be required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the Party seeking relief under this paragraph. The Party seeking relief due to Force Majeure will be required to promptly notify the other Party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the contract has not been terminated in the interim.

Delay or failure of performance, by either Party to this contract, caused solely by a Force Majeure event shall be excused for the period of delay caused solely by the Force Majeure event, provided the affected Party has promptly notified the other Party in writing. Neither Party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

Neither PCA nor PCA Members will be responsible for any costs incurred by an Awarded Contractor because of the Force Majeure event unless the PCA Member has requested, in writing, that the Awarded Contractor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event.

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Notwithstanding any other provision of this paragraph, in the event the Awarded Contractor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, PCA Member shall have the option to terminate this Contract. Furthermore, this paragraph shall not be interpreted as to limit or otherwise modify any of the PCA Member's rights as provided elsewhere in this contract.

13. **Governing Law and Exclusive Venue.** The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving PCA Awarding Agency must be brought exclusively in the state and federal courts located in County of Harris County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts. Any dispute not involving PCA Awarding Agency but involving a PCA Member and Awarded Contractor shall be governed by the laws of the state of the PCA Member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the Member.

In any contract dispute arising between PCA Members and Awarded Contractors every effort should be made by the parties to negotiate in good faith before legal action is taken. The parties may elect to use an impartial Ombudsman or Arbitrator to work with both parties to negotiate an amical settlement.

14. **Indemnification.** AWARDED CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS PCA AWARDING AGENCY, PCA, AND EACH PCA MEMBER, INCLUDING MEMBERS' DIRECTORS, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, REASONABLE EXPENSES, REASONABLE ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM ACTS OR OMISSIONS OF AWARDED CONTRACTOR, AWARDED CONTRACTOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS CONTRACT FOR WHICH THE PCA AWARDING AGENCY OR PCA HAS NOT CONTRIBUTED TO THE ACTS OR OMISSIONS, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM AWARDED CONTRACTOR IS REQUIRED TO DELIVER. AWARDED CONTRACTOR'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY PCA MEMBER.

PCA MEMBER SHALL INDEMNIFY AND HOLD HARMLESS AWARDED CONTRACTOR, INCLUDING AWARDED CONTRACTOR'S DIRECTORS, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, REASONABLE EXPENSES, REASONABLE ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM ACTS OR OMISSIONS OF PCA MEMBER OR PCA MEMBER'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS CONTRACT FOR WHICH THE AWARDED CONTRACTOR HAS NOT CONTRIBUTED TO THE ACTS OR OMISSIONS, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM AWARDED CONTRACTOR IS REQUIRED TO DELIVER. PCA MEMBER'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY PCA MEMBER.

15. **Commitment of Current Revenue.** Awarded Contractor acknowledges that many Texas governmental entities, including educational entities, are required to include a clause in

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accordance with *TEX. LOCAL GOV'T. CODE § 271.903* concerning appropriation of funds for multi-year contracts. Other states may have similar statutes.

PCA Members shall provide written notice on non-availability of funds at least ninety (90) days in advance of the event. PCA Member is obligated to pay any remaining unpaid balance for fees owing for services already provided.

Parties acknowledge that this Contract, any Supplemental Contract, any Purchase/Delivery/Job Orders are commitments of the current revenue of PCA Member only.

16. **Notice.** Any notice provided under the terms of this Contract by one Party to the other Party shall be in writing and shall be sent by hand-delivery, by certified or registered mail, return receipt requested, or by email pcamerica@pcamerica.org and require a read receipt. Notice shall be deemed effective upon receipt. Electronic signature is legal and acceptable.
17. **Notification of Material Change in Awarded Contractor Operations.** Awarded Contractor is required to use reasonable efforts to notify PCA of any material change in operations that is likely to adversely impact its performance of all its obligations under this Contract, including, but not limited to, major changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within **thirty (30) business days** of such change, or as soon as is practicable.
18. **Equal Opportunity; Equal Employment Opportunity (EEO) Disclosures.** It is the policy of PCA Awarding Agency and PCA not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Awarded Contractor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), gender (except where based on a bona fide occupational qualification) or race, color, religion, national origin or ancestry, handicapping condition, marital status, political affiliation or belief, or veteran status. Awarded Contractor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract. A final, non-appealable judgment by a court of competent jurisdiction under which Awarded Contractor was proven to discriminate in violation of this paragraph will constitute Awarded Contractor's material breach of this Contract, whereupon PCA Awarding Agency may terminate this Contract.
19. **Working on PCA Member's Property.** Awarded Contractor, its employees, subcontractors, and subcontractor's employees may not use or possess any weapons, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on PCA Member's property, nor may such workers be intoxicated or under the influence of alcohol or drugs on PCA Member's property.
20. **Subcontractors, If Applicable.** Awarded Contractor shall be fully responsible to the PCA Member for all acts and omissions of the subcontractors used in the performance of any part of this Contract.

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Nothing in this Contract shall create any obligation on the part of PCA or PCA Members to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law.

Prime contractors agree that they are knowledgeable about 2 C.F.R. § 200.321, and when required will demonstrate the “six affirmative steps” when selecting subcontractors, when applicable.

21. **Insurance.** If applicable, Vendor is required to provide a Certificate of Insurance with its solicitation response and to provide PCA Member with copies of certificates of insurance, naming the Member as additional insured for Texas Workers Compensation and General Liability Insurance, **within fourteen (14) business days** of receipt of purchase order from PCA Member. Certificates of Insurance including policy number, name and address of Awarded Contractor, limits of liability, and policy effective dates shall be delivered to Member prior to commencement of any work under this Contract. The insurance company insuring Awarded Contractor shall be licensed in the state in which Member is located and shall be acceptable to the Member. Awarded Contractor shall give Member a minimum of **ten (10) days’** notice prior to any modifications or cancellation of said policies of insurance. Awarded Contractor shall, at all times during the Term of this Contract, maintain insurance coverage with not less than the type and state statutory requirements. Awarded Contractor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage with comparable limits of liability. Such insurance is to be provided at the sole cost of the Awarded Contractor. Specialty insurance, such as “marine insurance”, if required for a Purchase Order, may be listed as a line item and the expense passed through to the Member.

All policies of insurance shall waive all rights of subrogation against PCA Members, and Members’ officers, employees and agents.

Minimum Insurance Requirements

•	Auto Liability Coverage: Single Limit, each accident/any auto	\$1,000,000
•	Commercial General Liability:	
	Bodily injury and property damage, each occurrence	\$1,000,000
	Damage to Rented Premises, each occurrence	\$50,000
	Personal and Advertising Injury	\$1,000,000
	General Aggregate-other than Products/Completed Operations	\$2,000,000
	Products/Completed Operations Aggregate	\$1,000,000
•	Umbrella/Excess Liability, each occurrence	\$1,000,000
	Umbrella/Excess Liability, aggregate	\$1,000,000
•	Workers Compensation:	State’s Statutory Limit
	Employers’ Liability	
	Bodily injury by accident, each accident	\$1,000,000
	Bodily injury by disease, each employee	\$1,000,000
	Bodily injury by disease, policy limit	\$1,000,000

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22. **Performance and Payment Bonds, if Applicable.** If applicable, Awarded Contractor agrees to provide performance bonds and/or payment bonds to PCA Member, as required by law, based on the amount or estimated amount of any Purchase Order or Job Order. In Texas, *TEX. GOV'T. CODE § 2269.411; TEX. GOV'T. CODE § 2253.021; TEX. TRANSP. CODE, Subchapter D, Chapter 22; and TEX. TRANSP. CODE, Chapter 22* apply. Other states may have similar statutes.
- Awarded Contractor shall submit a letter from a registered bonding (surety) company stating the maximum bonding capacity per project and in aggregate. If possible, also list the bond rate.
23. **PCA Member Support.** Awarded Contractor shall provide timely and accurate technical advice to PCA staff and PCA Members. Awarded Contractor shall provide reasonable training to PCA Members regarding products/services supplied under this contract by the Awarded Contractor, upon request, preferably at no additional charge.
24. **Damage to Member's Property.** In the event and to the extent of loss, damage, or destruction to property owned by PCA Member is caused by Awarded Contractor or its representative, agent, employee, or subcontractor, Awarded Contractor shall indemnify PCA Member and pay to PCA Member the full cost of repair or replacement of such property, whichever is greater. Payment shall be due within **thirty (30) days** of Awarded Contractor's receipt of written notice of PCA Member's determination of the amount due. If Awarded Contractor fails to make timely payment, PCA Member may obtain such money from Awarded Contractor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Awarded Contractor by PCA Member.
25. **Website Support.** Awarded Contractor agrees to cooperate with PCA in publicizing contract information on the PCA website. Awarded Contractor also agrees to work with PCA in updating and maintaining current information on Awarded Contractor activities related to the Contract on the PCA website. Awarded Contractor agrees to provide an electronic version of its logo for use on the PCA website upon request and provide other contact information as reasonably requested by PCA to help ensure that the PCA website is current and consistently updated. Awarded Contractor agrees to promote its PCA contract by prominently displaying the PCA logo on its website, per company policy, and provide a link to its website from the PCA website at www.pcamerica.org.
26. **Promotion of Contract Marketing Plan.** The marketing of Awarded Contractor's company, products and/or services shall be the sole responsibility of Awarded Contractor. PCA will supply Awarded Contractor with the PCA Members List. Members will know the requirements for PCA Membership in the jurisdictions in which they operate. PCA will work with Awarded Contractors to assist their customers to complete the PCA Membership process. Other items geared toward the joint-marketing of PCA and Awarded Contractor's company and its products/services shall be at PCA's sole discretion.

For so long as this Contract is valid and enforceable between the parties, Awarded Contractor agrees to promote its PCA contract with its current customers and future customers/PCA Members, as agreed to, including the display of the PCA seal in its marketing materials and on Awarded Contractor's website per Awarded Contractor's company policy. Awarded Contractor shall submit promotional materials to PCA and obtain written approval before Awarded Contractor finalizes or publishes promotional material bearing the PCA name or seal. Awarded

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Contractor may not release any press release or other publication regarding this Contract or PCA unless and until PCA first approves the press release or publication in writing.

Encouraging Members to circumvent this Contract by purchasing directly from Awarded Contractor may result in suspension or termination of Awarded Contractor's PCA contract.

27. **New Products/Job Order Contracting-Construction Only.** New products and pricing, or non-pre-priced, will be handled as defined in the Unit Price Book used by Awarded Contractor. Sales and installation of proprietary new technology, software and equipment may be accomplished by taking the manufacturer's published retail price on equipment and installation and applying the contractor's bid coefficient and local cost index.
28. **Engineering Services.** Awarded Contractors doing work in Texas may NOT provide Engineering Services via this contract per *TEX. GOV'T. CODE § 2254.004* and 791.011. In Texas, if engineering or architecture is required, the selection for such professional services shall be made by the PCA Member per Texas law. **Awarded Contractors working in states other than Texas shall follow the requirements of those jurisdictions.**
29. **Title and Risk of Loss, If Applicable.** Whenever a PCA Member is purchasing and not leasing a product under this contract, title and risk of loss shall pass upon the later of Member's acceptance of the product or payment of the applicable invoice.
30. **Records Retention.** Awarded Contractor shall maintain its records and accounts in a manner that shall assure a full accounting for all products/services provided by the Awarded Contractor to PCA Members under this Contract. These records and accounts shall be retained by Awarded Contractor and made available for review for a period agreed to by PCA Member and Awarded Contractor, or as required by law.

If an audit or contract compliance review has been announced to Awarded Contractor in writing, the Awarded Contractor shall retain its records and accounts until such audit or compliance review has been completed.

31. **PCA Administration Fee and Monthly Report**
PCA Administrative Fee

- PCA Administrative Fee ("Admin Fee") for this solicitation/subsequent contract is found in SECTION 6-PRICING.
- Awarded Contractor shall honor and pay the Admin Fee for all sales that occur resulting from this Contract within **thirty (30) days** from the date Awarded Contractor receives payment from PCA Member, whether for progress payment, completion of work, or payment for delivered goods.
- In the event that Awarded Contractor's PCA contract expires or is terminated, Awarded Contractor agrees to pay the Admin Fee for all projects extending beyond the expiration or termination date for those Purchase/Delivery/Job Orders received prior to expiration or termination.
- Pass-Through Costs that are subtracted from the gross contract/purchase order amount before calculating the Admin Fee include items such as specialty insurance, taxes, cost of bonds, and delivery costs.

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- Awarded Contractor shall make the check payable to “Purchasing Cooperative of America” and send the check to ‘Purchasing Cooperative of America’, P.O. Box 604, Hico, TX 76457.
- Check may be mailed with the monthly report. Include the PCA contract number.
- Failure to pay the PCA Admin Fee in a timely manner may result in suspension or termination of this Contract.

Monthly Report

- Awarded Contractor shall provide PCA with a detailed monthly report and pro forma showing the total dollar volume of all sales under this Contract for the previous month in Microsoft Excel, in the format and with the information specified by PCA.
- Reports are due monthly by the 15th day of the following month.
- Awarded Contractor is responsible for collecting and compiling all sales under this Contract from all PCA Members and submitting one (1) consolidated monthly report.
- The monthly report shall include, at a minimum, the date of each PCA Member/customer P. O. with scheduled start and completion date, sale/project description, P. O. number, Member/customer name, city/town, and P. O. total dollar amount.
- Include an overview of pending projects (the “pro forma”) on the Monthly Report.
- Awarded Contractor (Vendor) shall submit a copy of PCA Member/customer Purchase Order and/or supplemental agreement as well as change orders made prior to project completion along with the mandatory monthly report.
- Reports shall be submitted to PCA at P.O. Box 604, Hico, Texas 76457, along with a check for Admin Fees made out to ‘Purchasing Cooperative of America’ or ‘PCA’ and electronically to Reports@pcamerica.org. Reports should be emailed each month even if there is “No Activity”. If Awarded Contractor has more than one PCA contract, please submit separate monthly reports (and separate checks).
- Monthly Report form may be found at www.pcamerica.org on the Forms Tab.

32. **Additional Fees and Reporting Information.** Some states and other government/non-profit agencies require an additional fee to use another state’s or agency’s contracts in their jurisdiction. If an additional fee is requested and Awarded Contractor agrees, Awarded Contractor shall submit copies of the purchase orders involved and pay the additional fee to PCA who will then pay the entity involved. Additional fees must be discussed with PCA prior to acceptance of additional fee charges.

If this Contract is adopted by another cooperative or entity, Awarded Contractor is still responsible for PCA fees based on the work performed for that entity, cooperative and/or that cooperative’s members. All such work shall be reported on the PCA Monthly Report and fees paid accordingly.

Awarded Contractors may not use PCA contract to request a contract from another agency or purchasing cooperative without the written approval of PCA. To do so without PCA written approval will automatically violate the provisions of this contract resulting in its immediate

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cancellation. Other cooperatives desiring to utilize PCA contracts must sign an Interlocal Agreement or contract with PCA defining the contract's use and PCA payment requirements.

33. **Right to Review, Audit and Inspect.** PCA/PCA Members or Comptroller General of the United States and, when applicable, any federal or state agency (and authorized representatives) awarding funds/grants for the specific PCA Member project/purchase shall, upon written notice, have the right to reasonably audit and examine Awarded Contractor's records and accounts relating to this Contract and inspect projects performed by Awarded Contractor relating to this Contract. Records shall be open to reasonable inspection and audit review and/or reproduction to the extent necessary to adequately permit evaluation and verification of:
- a. Awarded Contractor's compliance with this Contract and the requirements of the solicitation.
 - b. Compliance with procurement laws, policies, and procedures, including, without limitation, reviewing/comparing pricing on invoices for Awarding Agency or PCA Members.
 - c. Compliance with provisions for computing billings to Members.
34. **Supplemental Contracts** Awarded Contractor and PCA Member may enter into a separate, Supplemental Contract per purchase order. Any Supplemental Contract developed in addition to this Contract and/or the solicitation is exclusively between the PCA Member and Awarded Contractor and shall have no effect or impact on PCA Awarding Agency, PCA, any other PCA Member, or this Contract. Any Supplemental Contract between Awarded Contractor and PCA Member may be subject to cancellation following a cure period by the PCA Member, without penalty to the PCA Member, if, in the opinion of the PCA Member, the quality standards, service standards, build specification requirements, and/or the terms and conditions are not maintained as stated in the Supplemental Contract. Copies of all supplemental agreements and purchase orders shall be sent to PCA by Awarded Contractor as part of this Contract.
35. **PCA Member Tax Exempt Status.** PCA Members that are Texas governmental agencies are exempt from payment of Texas State Sales Taxes under *TEX. TAX CODE § 151.310* for the purchase of tangible personal property. Other states may have similar laws. PCA Members shall not be liable for any sales taxes resulting from this Contract, except where otherwise required by law.
36. **Awarded Contractor-Tax Responsibilities and Indemnification for Taxes.** Awarded Contractor is responsible for complying with the federal government's and all states' tax laws of states in which they work. Awarded Contractor and all subcontractor(s) of Awarded Contractor shall pay all federal, state, and local taxes applicable to Awarded Contractor's operation, any persons employed by Awarded Contractor, and all subcontractors of Awarded Contractor.
- Awarded Contractor shall require their subcontractors to hold harmless the PCA Member from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers Compensation, shall be the sole responsibility of Awarded Contractor to assure that these payments have been made by the subcontractors.
37. **Sales Tax-Texas Only.** Upon request and as appropriate, each Member will provide a Tax Exemption Certificate to the Awarded Contractor. Texas government entities that are public

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jurisdictions that are exempt from Texas sales, excise, and use taxes. Unless otherwise specified in this solicitation, Texas sales tax will not be included in any delivery order or purchase order or invoice submitted by any Awarded Contractor unless the Awarded Contractor has requested a Texas Sales Tax Exemption Certificate from the Member in writing and failed to receive the same within a reasonable period of time. The Limited Sales, Excise, and Use Tax Laws recognize the inclusion of tax exemption information as part of a purchase order document to be as binding as if it had been submitted separately, and by responding to this solicitation, Awarded Contractor has agreed to accept tax exemption information in such form.

38. **Taxpayer Identification Number and Certification, W-9.** To receive payment under this Contract, Awarded Contractor shall have a current IRS W-9 Form on file with PCA Member.
39. **Tax Requirements of States Other than Texas.** PCA Members outside of Texas will pay only the rate and/or amount of taxes per the purchase order sent to the Awarded Contractor as appropriate to the specific PCA Member.

State and Local Transaction Privilege Taxes – The PCA Member is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sales of products and are the sole responsibility of Awarded Contractor, as the seller, to remit. Failure to remit taxes from the PCA Member, as the buyer, does not relieve Awarded Contractor, as the seller, from its obligation to remit taxes.

40. **Severability.** In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
41. **Waiver.** No claims or rights arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party.

No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

42. **Remedies for Non-Performance of Contract and Termination of Contract.** In any contract dispute arising between PCA Member and Awarded Contractor every effort should be made by the parties to negotiate in good faith before legal action is taken. The parties may elect to use an impartial Ombudsman or Arbitrator to work with both parties to negotiate an amicable settlement.

Should the participating PCA Member suspect or find that the Awarded Contractor or any of its subcontractors are not in compliance, PCA Member may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

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This Contract shall remain in effect until:

- a. Contract expires by its Terms.
- b. Terminated For Convenience: PCA Awarding Agency and PCA Contractor may terminate this Contract, in whole or in part, without penalty and without cause, by giving **thirty (30) days'** written notice to Contractor.
- c. Terminated For Cause: PCA Awarding Agency may terminate this contract if Awarded Contractor fails to perform as agreed or is not performing to the standards expected by PCA Member and PCA.
- d. Terminated for Cause: Awarded Contractor may terminate the Contract in the event of a breach by PCA Member, including PCA Member's failure to pay Awarded Contractor as mutually agreed upon for its services, upon written notice to PCA.
- e. Contract is terminated by mutual consent of PCA Member and Awarded Contractor with **thirty (30) days'** written notice. All active purchase orders must be completed.

PCA Awarding Agency and PCA further reserves the right to terminate the Contract immediately in the event Awarded Contractor fails to:

- f. Meet schedules, deadlines, and/or delivery dates within the time specified in the solicitation, this Contract, and/or a Purchase/Job Order;
- g. Make any payments owed; or
- h. Otherwise perform in accordance with this Contract and/or the solicitation.

PCA Awarding Agency may terminate the Contract with written notice to Awarded Contractor if PCA believes, in its sole discretion, that it is in the best interest of PCA Awarding Agency, PCA or PCA Members to do so.

Awarded Contractor agrees that PCA Awarding Agency and PCA shall not be liable for damages in the event that PCA Awarding Agency and PCA declares Awarded Contractor to be in default or breach of this Contract and/or the solicitation.

In the event of a breach or default of the Contract by Awarded Contractor, PCA Member reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Member.

43. **Disclosure of Interested Parties-Texas Requirement.** Pursuant to *TEX. GOV'T. CODE § 2252.908* the Texas Ethics Commission (TEC) has adopted a Certificate of Interested Parties, Form 1295, and rules requiring business entities and state agency personnel to file on the TEC website at <https://www.ethics.state.tx.us/tec/1295-Info.htm>. It is Awarded Contractor's responsibility to comply with all disclosure laws including Chapter 2252. If Vendor is a publicly-traded entity or a subsidiary of a publicly-traded entity, effective January 1, 2018, Vendor is not required to file Form 1295. Disclosure will not be handled by PCA on behalf of PCA Member.
44. **PCA Awarding Agency and PCA Reservations.** PCA reserves the right to:
 - a. Cancel this solicitation in whole or in part, at the sole discretion of PCA.
 - b. Accept, reject, or negotiate modifications in any terms of the Awarded Contractor's proposal or any parts thereof.

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- c. Conduct oral interviews/discussions or presentations necessary to select the best value Awarded Contractor and/or to obtain competitive pricing.
 - d. Reject and/or disqualify any or all proposals received, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of Awarded Agency/PCA and/or PCA Members.
 - e. Waive any formalities, technicalities, or other defects if deemed in the best interest of PCA and/or PCA Members; Request clarification and/or correction of Awarded Contractor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities.
 - f. Award one or more contracts, in part or in whole, to a single or to multiple Awarded Contractors, in PCA sole discretion.
 - g. Make all decisions regarding this solicitation, including, without limitation, the right to decide whether a proposal substantially complies with the requirements of this solicitation.
 - h. Remove, for good and reasonable cause, any Awarded Contractor personnel working under this contract.
45. **Conflicts of Interest.** Conflicts of interest relating to this Contract are strictly prohibited. Except as otherwise expressly provided herein, no Party hereto nor any director, employee or agent of any Party shall give to or receive from any director, employee or agent of any other Party any gift, entertainment or other favor of significant value, or any commission, fee or rebate in connection with this Contract. Likewise, no party nor any director, employee or agent of any Party, shall without prior notification thereof to all Parties enter into any business relationship with any director, employee or agent of another Party or of any affiliate of another Party, unless such person is acting for and on behalf of the Party or any such affiliate.
46. **Warranty, Equipment and Installation, If Applicable.** Manufacturer shall provide unlimited and non-prorated warranty on the performance of the CIPM Liner materials for 20 years and Certified Installer shall provide 1-year labor warranty to repair or replace any failing conditions of the liner in the structure. Certification of the conforming warranty shall be provided prior to approval of the submittals and award of contract.

The cured-in-place liner system shall be repairable at any time during the life of the structure, with the same type of liner system materials used in the original installation, including repair or lining of the upper chimney portion where grade adjustments have been made. Repair/lining materials shall be of the type that will bond to the original liner materials. Vendor warrants its workmanship provided hereunder, including its subcontractors' workmanship, shall be free of material defects from the date of substantial completion. All warranties hereunder, including without limitation those for defects, whether latent or patent, in design, engineering, or construction, shall terminate as noted above. and thereafter, Vendor will have no liability for breach of any warranty or for any latent or patent defect of any kind. During the Vendor warranty period, Vendor, or Vendor's subcontractors, will correct its defects, and/or Vendor will work with the equipment or material manufacturer to facilitate the manufacturer's correction of the equipment or material defect. This warranty expressly excludes any remedy for damage or defect caused by improper use, improper or inadequate maintenance, operations of the installed equipment by users other than Vendor or its subcontractors; corrosion; erosion; deterioration; abuse; modifications or repairs not performed by an authorized Vendor subcontractor; improper

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operation; or normal wear and tear under normal usage. If a warranty issue arises on any equipment or material installed after the-Vendor warranty period,-and the equipment or material has a warranty period that exceeds the period as noted above PCA Member shall contact the manufacturer directly to resolve such warranty issues and PCA/PCA Member acknowledges that the manufacturer shall have sole responsibility for such issues.

47. **Payments.** PCA Member shall remit to Awarded Contractor within 30 days of receipt of invoice for fees for services performed/expenses incurred, as set forth in the applicable purchase order. In the event that PCA Member fails to pay any undisputed invoice or undisputed portion thereof when it comes due, Awarded Contractor may assess interest on such outstanding payment at an amount of one and one half percent (1.5%) per month or the maximum amount permitted under applicable laws, whichever is less, until such amounts are satisfied.
48. **Confidentiality.** Pursuant to services to be provided under this Contract, each Party may have access to information that is confidential to the other Party. "Confidential Information" shall consist of, but is not limited to, all information clearly identified as confidential, all technical, statistical, proprietary, financial, business and commercial information, and such other information that is of a nature which both Parties should reasonably understand to be confidential. Confidential information shall not include information that: (i) is or becomes a part of the public domain through no act or omission of the receiving Party; (ii) was in the receiving Party's lawful possession prior to the disclosure; and (iii) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information.

The Parties agree, unless required by law (including any public records law), not to make each other's Confidential Information available in any form to any third party for any purpose, except that access to and the use of Confidential Information may be provided to those third parties comprised of a Party's affiliates, and its and their directors, officers, employees, agents, consultants, advisors and contractors ("Representatives") that: (i) have a need to use and access such Confidential Information in performing its obligations under this Contract and (ii) are bound by an obligation of confidentiality at least as restrictive as the confidentiality restrictions of this Contract. Each Party agrees to take reasonable steps required to ensure that Confidential Information is not disclosed or distributed by its Representatives of the Terms of this Contract. Each Party agrees, to the extent lawful, to inform the other Party in advance of any required disclosure under applicable law of the disclosing Party's Confidential Information.

SECTION 4-VENDOR RESPONSE INSTRUCTIONS AND FORMS

Electronic Solicitation Response and Submission. PCA utilizes the Bonfire eProcurement system for posting solicitations and receiving Vendor responses to solicitations. Questions regarding the Bonfire application will be answered by Bonfire Vendor Support Team at support@gobonfire.com.

Current minimum system requirements for Bonfire: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

Submission Restrictions. Bonfire restricts individual documents larger than 1,000 MB. Documents larger than the requirement will need to be divided into smaller sizes and uploaded as separate documents.

If Vendor is submitting a large catalog online, Vendor must provide the URL, login and password to access the site/file.

Questions regarding the PCA solicitation will be accepted up to 5 business days prior to the due date and must be submitted online in Bonfire. Questions and answers will be posted in Bonfire and emailed to all potential responders who have already downloaded the solicitation.

Vendors are responsible for making sure, when using Electronic Signatures, that the signatures are actually transferring to the documents being uploaded into Bonfire.

PCA and Awarding Agency cannot accept responsibility for technical difficulties that Vendor may encounter when submitting documents electronically. Vendor must inform PCA as soon as possible of upload problems. If the problem cannot be fixed quickly, a deadline extension (in an addendum) may be issued and posted on the website for download and inclusion in submittal.

PCA and Awarding Agency assume no financial responsibility for any costs incurred by Vendor in developing and submitting a response, addenda or participating in pre-proposal meetings, in any type of negotiation sessions or discussions, or any other costs incurred by Vendors pursuant to this solicitation.

Exceptions to Contract Terms and Conditions. Any and all limitations, exceptions, qualifications, special conditions, or deviations from the Contract Terms and Conditions must be clearly noted in writing by Vendor at the time of submission of the solicitation response. In the absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted, Awarded Contractor will be held accountable to Awarding Agency/PCA and PCA Members to perform in strict accordance with all Contract Terms and Conditions and all item specifications as written.

Confidential Information in Vendor Response. Vendor should not include any information in Vendor's response to this solicitation that they consider proprietary or confidential.

PCA Awarding Agency is an agency of the State of Texas and subject to the Texas Public Information Act. *Texas Government Code, Chapter 552*, gives the public the right to access government records. All government information is presumed to be available to the public.

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Proposals submitted to PCA as a result of this solicitation may be subject to release as public information before PCA Member decides to work with an Awarded Contractor or after contracts are executed or the procurement is terminated.

PCA Awarding Agency and PCA cannot be held responsible for releasing any information in Vendor's response that Vendor may consider proprietary or confidential. PCA Awarding Agency/PCA assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors.

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VENDOR RESPONSE INSTRUCTIONS

Questions using Bonfire? support@gobonfire.com

Questions about the RFP? Questions about the RFP cannot be answered by PCA staff while the RFP is out for response. To submit your question(s) in Bonfire, go to the corresponding RFP in Bonfire and enter your question in the **'Messages Section' in the Public Notice Tab. Answers will be posted there also.**

Forms for Bonfire Steps 1-4 are in RFP SECTION 4–SOLICITATION RESPONSE-FORMS AND INSTRUCTIONS

Step 1. FORM A-Offer Acceptance & Contract Signatures Form. **.pdf and upload completed Form A.**

Step 2. FORM A-1-EXCEPTIONS TO CONTRACT TERMS AND CONDITIONS. **Leave blank if 'No Exceptions' was checked on Form A. If 'With Exceptions' was checked on Form A, complete Form A-1, .pdf and upload per the instructions.**

Step 3. Form B to Form I – Signature Forms. **Complete, .pdf and upload forms B – I with attachments in a single .pdf file.**

- B. Solicitation Addendum
- C. Vendor Certification Form
- D. Antitrust Certification Statement
- E. W-9 Request for Taxpayer Identification Number and Certification
- F. Certification Regarding Debarment, Suspension and Other Responsibility Matters
- G. Miscellaneous
 - G.1. Insurance Certificate
 - G.2. Cybersecurity Maturity Model Certification
 - G.3. Bond Letter
 - G.4. Certifications, Awards and Business Licenses
 - G.5. Distributors/Resellers Only: Manufacturer's Authorization
- H. Vendor Questionnaire
- I. Vendor "Value Add"

Step 4. Form J – Company Logo. **Upload as an .png, .jpg, or .jpeg file.**

Format for Step 5 is in RFP SECTION 5 - SCOPE AND SPECIFICATIONS

Step 5. Vendor Response – SCOPE/SPECS. **.pdf and upload. ***

Format for Step 6 is in RFP SECTION 6 - PRICING

Step 6. Vendor Response – PRICING. **.pdf and upload. ***

*** To add additional pages, follow these instructions:**

- Put RFP # and Title in the heading on the left margin.
- Put Company name in the heading on the right margin.

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FORM A
OFFER ACCEPTANCE AND CONTRACT SIGNATURES FORM
Complete and sign and upload.

Offer by Vendor

Vendor acknowledges and certifies that they have examined this solicitation, contract terms and conditions, scope and specifications, accompanying forms, etc. (the entire Contract) and hereby offers to furnish products and/or services in strict compliance with the entire Contract and Vendor's response.

_____ **NO EXCEPTIONS.** Vendor assures Awarding Agency of compliance with the entire Contract and response with no further changes.

_____ **WITH EXCEPTIONS.** Proposed changes to Contract Terms and Conditions. Present Vendor's proposed changes on FORM A-1 – Exceptions to Contract Terms and Conditions.

NOTE: Freight & Delivery, if charged to customer, is not considered an exception.

Company Name (on Contract): _____

Address: _____

City/State/Zip: _____

Phone: _____ **Email:** _____

Printed Name, Title: _____

Signature: _____

*****VENDOR DO NOT WRITE BELOW THIS LINE *****

Contract Number: _____

Contract Exceptions – PCA

☐ None ☐ All Rejected ☐ Negotiated, Agreed To, and Attached

PCA Authorized Signature: _____

Printed Name: _____ Date: _____

Offer Acceptance by PCA Awarding Agency

Term of Contract: _____ to _____

Unless otherwise stated, this Contract is for an initial period of one (1) year with an option to renew annually for an additional four (4) years if agreed upon by Awarding Agency and Vendor. Renewal shall be automatic on the anniversary date unless informed otherwise.

Awarding Agency Authorized Signature: _____

Printed Name: _____ Date: _____

FORM A-1
EXCEPTIONS TO CONTRACT TERMS AND CONDITIONS

Leave Step 2 in Bonfire blank if ‘No Exceptions’ was checked on Form A. If ‘With Exceptions’ is checked on Form A, .pdf and upload your document per these instructions.

Instructions for completing this Form, if necessary:

- 1. Exceptions are proposed changes to Contract Terms and Conditions (“T&C”).
- 2. Do not mark changes on the original solicitation Contract Terms and Conditions.
- 3. List T&C number – paragraph number – justification – and proposed change.
See below.
- 4. If additional pages are needed, on each additional page,
 - Top Left Margin: Put RFP # and Title
 - Top Right Margin: Put Company Name
 - Title: Exceptions to Contract Terms and Conditions
 - List T&C #, paragraph #, justification and change (same as #3)
 - Please sign each page of Contract Exceptions

Company Name: _____

Authorized Signature: _____ Date: _____

(1) T&C # _____
Paragraph # _____
Justification _____
Proposed Change: _____

(2) T&C # _____
Paragraph # _____
Justification _____
Proposed Change: _____

(3) T&C # _____
Paragraph # _____
Justification _____
Proposed Change: _____

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FORM B
SOLICITATION ADDENDUM

If issued; sign and upload.

An Addendum, if issued, will be noticed in Bonfire and on the PCA website, www.pcamerica.org, on the Solicitation Tab. The Addendum will clearly state the addition, change or deletion to the solicitation and require an acknowledgement by Vendor by signature (below).

Download the Addendum, sign and date, and upload the Addendum with Vendor's submission. If Vendor has already submitted a proposal in Bonfire before the notice is posted, Vendor will select to 'UNSUBMIT' their response and, after uploading the Addendum, select 'FINAL SUBMISSION' again.

_____ Check here if there are NO Addendums.

VENDOR AUTHORIZED SIGNATURE

DATE

PRINTED NAME

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FORM C
VENDOR CERTIFICATION FORM
Initial each certification, sign and upload.

TEXAS CERTIFICATIONS:

CERTIFICATE OF INTERESTED PARTIES

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. Form 1295 must be filed with the Texas Ethics Commission at www.ethics.state.tx.us. TEX. GOV'T. CODE, Chapter 2252.908.

Does Vendor agree? If YES, provide the initials of an Authorized Representative ____

CRIMINAL HISTORY BACKGROUND CHECKS

TEX. EDUC. CODE, Chapter 22 requires Vendors for public school districts to review state and national criminal histories of employees or subcontracted employees who will have direct contact with students, and certain convictions will disqualify that employee from service to the school district. Also go to tasb.org.

Does Vendor agree? If YES, provide the initials of an Authorized Representative ____

DOING BUSINESS WITH INDIVIDUALS, ENTITIES OR COUNTRIES

SANCTIONED BY TEXAS AND OTHER STATES

TEX. GOV'T. CODE, Chapter 2252 prohibits Texas governments from contracting with companies that do business with listed foreign terrorist organizations, as updated; other states have similar laws.

Does Vendor agree? If YES, provide the initials of an Authorized Representative ____

INVESTMENTS AND CONTRACTS WITH COMPANIES THAT BOYCOTT ENERGY COMPANIES

Subtitle A, Title 8, TEX. GOV'T. CODE, Chapter 809. Contracts for goods/services between a governmental entity and a company (excluding a sole proprietorship) with 10 or more full-time employees that has a value of \$100,000 or more to be paid wholly or in part from public funds. Vendor certifies that Vendor

- Does not boycott energy companies, and
- Will not boycott energy companies during the term of the contract.

Does Vendor agree? If YES, provide the initials of an Authorized Representative ____

TEXAS FAMILY CODE

Section 14.52 of the TEX. FAMILY CODE, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993): all responders must complete and submit the following affidavit: I, the undersigned Vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an Owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is eligible to respond or receive a state contract.

Does Vendor agree? If YES, provide the initials of an Authorized Representative ____

CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM INDUSTRY

TEX. GOV'T. CODE, Subtitle F, Chapter 2274 - Effective date, September 1, 2021. For contracts for goods/services between a governmental entity and a company (excluding a sole proprietorship) with 10 or more full-time employees that has a value of \$100,000 or more to be paid wholly or in part from public funds, Vendor certifies that Vendor

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and
- Will not discriminate against a firearm entity/ firearm trade association during the term of the contract.

Does Vendor agree? If YES, provide the initials of an Authorized Representative ____

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TEXAS FELONY CONVICTION NOTICE

TEX. EDUC. CODE § 44.034, Notification of Criminal History of Vendor s, provides: (a.) A person or business entity that enters into a contract with a Texas school district must give advance notice to the district if the person or an Owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. (b.) A Texas school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract. (c.) This section does not apply to a publicly held corporation.

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

STATE OF TEXAS FRANCHISE TAX

Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

FEDERAL CERTIFICATIONS:

BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Buy American Act (1933) applies to direct U.S. Federal procurement, covers specified products, and requires the U.S. government to prefer domestic goods and services unless the head of the agency involved in the procurement has determined that the prices of the domestic suppliers are "unreasonable" or that the purchase would be "inconsistent with the public interest." The Act contains exceptions in terms of trade agreements.

Buy America Act (1983) applies only to mass-transit-related procurements such as highways, bridges, transit systems and terminal programs valued over \$100,000 and funded at least in part by Federal grants issued by the Federal Transit Administration and Federal Highway Administration. Under Buy America, Federal-aid funds may not be obligated for a project unless iron and steel products used in such projects are manufactured in the United States--with some exceptions.

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS – APPENDIX II TO CFR PART 200

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

(C) Equal Employment Opportunity - Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41

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CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

(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.

All Texas laws regarding prevailing wage rates, including, but not limited to, *TEX. GOV'T. CODE § 2258*, applicable to the construction of a public work, and any related Federal requirements, including the *Davis-Bacon Act*, (40 U.S.C. Section 276a et seq.), and its subsequent amendments. In the event *TEX. GOV'T. CODE § 2258* applies to a product or service provided by Vendor to a Member, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by the Member. Certified payroll shall apply and must comply with FEMA requirements for equipment rentals and expendables. A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract, per *TEX. GOV'T. CODE § 2258.023*. Also, *McNamara-O'Hara Service Contract Act* (41 U.S.C. 351).

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

(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.

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

(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.

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

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(G) Clean Air Act (42 U.S.C. 7401-7671g.) 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. 7401-7671g) 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).

Does Vendor agree? If YES, provide the initials of an Authorized Representative ____

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Vendor agree? If YES, provide the initials of an Authorized Representative ____

(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.

Does Vendor agree? If YES, provide the initials of an Authorized Representative ____

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

Vendor certifies that Vendor is in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does Vendor agree? If YES, provide the initials of an Authorized Representative ____

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS

Vendor certifies that Vendor is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor agree? If YES, provide the initials of an Authorized Representative ____

FERPA CONFIDENTIALITY

Vendor agrees to cooperate with Awarding Agency/PCA to secure the confidentiality of all information and records in accordance with applicable Federal and state laws, rules, and regulations. Vendor understands that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232(g), governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable.

Does Vendor agree? If YES, provide the initials of an Authorized Representative ____

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does Vendor agree? If YES, provide the initials of an Authorized Representative ____

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OSHA

Vendor, its sub-vendor(s), and their respective employees shall comply fully with all applicable Federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Contract, as applicable, including, without limitation, the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all safety guidelines and standards as required by PCA Members. Vendor shall indemnify and hold Awarding Agency /PCA, PCA agents, and/or PCA Member(s) harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

RECORDS ACCESS AND RETENTION REQUIREMENTS

2 C.F.R. § 200.336. Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor's personnel for the purpose of interview and discussion relating to such documents. 2 CFR § 200.333. When Federal funds are expended by PCA Members for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that Vendor will retain all records for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

DOING BUSINESS WITH INDIVIDUALS, ENTITIES OR COUNTRIES SANCTIONED BY U.S. GOVERNMENT

Vendor certifies that it is not engaged and doing business with individuals, entities or countries sanctioned by the U.S. Government, including, but limited to, those on the Listing of Specially Designated Nationals and Blocked Persons (the "SDN List").

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

DRUG-FREE WORKPLACE CERTIFICATION

Vendor agrees to provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (41 U.S.C. §81, Title V, Subtitle D).

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

NON-DISCRIMINATION

The Vendor agrees that no person will, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits or, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. The Vendor certifies compliance with the Rehabilitation Act of 1998 § 508, 29 U.S.C. § 794d, relating to the use of electronic and information technology for individuals with disabilities; the Housing and Urban Development Act § 3, 12 USC §1701u Sec. 1701u, relating to economic opportunities for low- and very low-income persons; Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal contract Compliance Programs, Equal Employment Opportunity Department of Labor"; the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101); the Age Discrimination Act of 1975 and all amendments to each.

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

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CERTIFICATION

Vendor agrees to comply to all Federal, state and local provisions, laws, acts, regulations, as applicable. It is further acknowledged that Vendor certifies compliance with the provisions, laws, acts, regulations, etc. noted above. PCA Members may have additional provisions, laws, acts, regulations they will require Vendor to agree to, and adhere to, which will be added to the purchase order and/or in a supplemental contract.

Vendor Company Name: _____

Address, City, State and Zip Code: _____

Printed Name and Title of Authorized Representative: _____

Phone Number: _____ Email Address: _____

Signature of Authorized Representative: _____ Date: _____

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FORM D
ANTITRUST CERTIFICATION STATEMENT
TEX. GOV'T. CODE §2155.005

Required if Vendor wants to work with Texas State Agencies, per the Texas Attorney General. For more information, go to:

<https://texasattorneygeneral.gov/sites/default/files/files/divisions/antitrust/PublicPurchasersGuideAntitrust.pdf>

Vendor wants to work with Texas State Agencies:

☐ Yes ☐ No

If 'No', a signature is not required.

If 'Yes', complete the areas in red and sign:

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 have 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 have violated any Federal antitrust law; and
- (4) Neither I nor any representative of the Company have 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.

Vendor _____ [Company] _____ _____ _____ Address _____ _____ _____ _____ Phone _____ Fax _____	Bidder _____ [Contact Other than Official Below] _____ Signature _____ Printed Name _____ _____ Position with Company _____ Official Authorizing Proposal _____ Signature _____ Printed Name _____ _____ Position with Company _____
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FORM E
W-9

Additional information for completing this form is available at www.irs.gov.

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.											
	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.											
6 City, state, and ZIP code												
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 <i>How to get a TIN</i>, later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.												
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="2" style="text-align: center;">Social security number</td></tr><tr><td style="width: 25%; text-align: center;">[] [] [] [] - [] [] - [] [] [] []</td><td style="width: 75%;"></td></tr><tr><td colspan="2" style="text-align: center;">or</td></tr><tr><td colspan="2" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 25%; text-align: center;">[] [] [] [] - [] [] [] [] [] [] [] []</td><td style="width: 75%;"></td></tr></table>			Social security number		[] [] [] [] - [] [] - [] [] [] []		or		Employer identification number		[] [] [] [] - [] [] [] [] [] [] [] []	
Social security number												
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Employer identification number												
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Part II Certification												
Under penalties of perjury, I certify that: - 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 - 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 - I am a U.S. citizen or other U.S. person (defined below); and - 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.												
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 25%;">Sign Here</td><td style="width: 50%;">Signature of U.S. person ►</td><td style="width: 25%;">Date ►</td></tr></table>			Sign Here	Signature of U.S. person ►	Date ►							
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-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.												

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

PURCHASING COOPERATIVE OF AMERICA
RFP OD-406-24 Cured-in Place (CIP) Rehabilitation for Vertical Sewer Structures

FORM F
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS

Instructions

1. A signed Certification is due upon submittal of an offer and during the annual contract renewal period. A PCA Member may also request and receive a Certification prior to purchase of goods or commencement of work.
2. Inability of Vendor to provide the certification below will not necessarily result in disqualification of the Vendor's submittal or non-renewal of the Awarded Contractor's/Vendor's contract. The Vendor/Awarded Contractor shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with Awarding Agency/PCA's determination whether to award a contract/terminate an existing contract. However, failure of Vendor to furnish a certification or an explanation shall disqualify such Vendor from being awarded a contract or the Awarded Contractor from renewal of an existing contract.
3. Certification is a material representation of fact upon which reliance is placed when Awarding Agency awards/renews a contract. If it is later determined that Vendor/Awarded Contractor knowingly rendered an erroneous certification, Awarding Agency may terminate the contract for cause or default.
4. Vendor/Awarded Contractor shall provide immediate written notice to PCA Member if at any time Vendor/Awarded Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of Vendor/Awarded Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

1. Vendor certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency, or state agency;
 - (b) Have not within a three-year period preceding this 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;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this submittal/renewal had one or more public transactions (Federal, state or local) terminated for cause or default.
2. Where Vendor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Authorized Signature

Printed Name & Title

Date

FORM G
MISCELLANEOUS VENDOR RESPONSES-REQUIRED
Upload the completed form/pages in Step 3 in Bonfire

Instructions for submitting additional pages if necessary:

- Put RFP # and Title in the heading on the left margin.
- Put Company Name in the heading on the right margin.

G.1. Insurance Certificate-If Applicable

Submit an Insurance Certificate from Vendor's insurance carrier.

Vendor is insured by: _____

G.2. Cybersecurity Maturity Model Certification (CMMC), if Applicable

Is Vendor CMMC certified?

☐ Yes ☐ No

Certification not required at this time. Some PCA Members want this information.

G.3. Bond Letter, if Required

☐ Yes ☐ No

If required, submit letter from bonding company.

G.4. Certifications, Awards and Business Licenses

If 'Yes', Vendor must submit documentation for point credit.

a. ISO Certification

☐ Yes ☐ No

Vendor is certified by: _____

Attachment(s)? ☐ Yes ☐ No

b. Certifications for HUB, MWBE, VOSB, SBE, etc.

☐ Yes ☐ No

Type of certification/awarding agency: _____

Type of certification/awarding agency: _____

Attachment(s)? ☐ Yes ☐ No

NOTE: Self-certified SBE vendor should submit documentation for proof qualification.

NOTE: Some PCA Members have specific goals for use of HUBs, etc., and will require that a plan be submitted to meet their goals.

c. Awards. List environmental, social or industry standards awards or recognition Vendor has received and provide a copy.

☐ Yes ☐ No

d. Licenses. Provide a list of states and territories where Vendor is currently licensed. Attach additional page(s) if necessary.

☐ Yes ☐ No

G.5. Distributors/Resellers Only: Manufacturer's Authorization, if Applicable

Distributors/Resellers must submit manufacturer's letters.

☐ Yes ☐ No

FORM H
VENDOR QUESTIONNAIRE—REQUIRED

Answer all the questions/ fill in the blanks and upload in Step 4. in Bonfire

1. Company information.

- a. Company legal name, as it appears on Form A and on the contract:

- b. Corporate address: street/city/state/zip code:

Other company names (dba, associate, abbreviation, etc. and location info)

Website URL: _____

- c. Dun & Bradstreet number and rating: _____

AND/OR Company's Unique Entity Identifier (UEI) issued by GSA for organizations doing business with the Federal government (used on SAM.gov): _____

If a Dun & Bradstreet rating is not provided, the following financial information may be requested at any point during the procurement process, before or after contract award:
(1) If public, Company's income statement, balance sheet, and cash flow statement for the latest audited year, OR

(2) If private, Company's audited financial statements for the latest fiscal year available.

Vendor agrees: ☐ Yes ☐ No

- d. Federal tax identification (EIN) number: _____

EIN Must match company legal name in #1.a

- e. Brief description Vendor's products and/or services: _____

- f. Years company has been in this business activity: _____

PCA requires at least 2 years (company and/or principal officers) experience to be considered for a contract award.

Vendor will provide principal officer's resume to supplement Company experience: _____

- g. Number of full-time employees: _____

2. Which best describes Vendor. *Must provide authorization letters from manufacturer

- | | |
|---|--|
| ☐ Manufacturer direct | ☐ Manufacturer marketing through reseller |
| ☐ Authorized distributor * | ☐ Certified education/government reseller * |

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☐ Value-add reseller * ☐ Other: _____

3. **Check all states and territories where Vendor intends to pursue work (and use a PCA contract, if awarded)—current and future.**

- | | | |
|---|--|---|
| ☐ All States | ☐ Kentucky | ☐ North Dakota |
| ☐ Alabama | ☐ Louisiana | ☐ Ohio |
| ☐ Alaska | ☐ Maine | ☐ Oklahoma |
| ☐ Arizona | ☐ Maryland | ☐ Oregon |
| ☐ Arkansas | ☐ Massachusetts | ☐ Pennsylvania |
| ☐ California | ☐ Michigan | ☐ Rhode Island |
| ☐ Colorado | ☐ Minnesota | ☐ South Carolina |
| ☐ Connecticut | ☐ Mississippi | ☐ South Dakota |
| ☐ Delaware | ☐ Missouri | ☐ Tennessee |
| ☐ Florida | ☐ Montana | ☐ Texas - see below also |
| ☐ Georgia | ☐ Nebraska | ☐ Utah |
| ☐ Hawaii | ☐ Nevada | ☐ Vermont |
| ☐ Idaho | ☐ New Hampshire | ☐ Virginia |
| ☐ Illinois | ☐ New Jersey | ☐ Washington |
| ☐ Indiana | ☐ New Mexico | ☐ West Virginia |
| ☐ Iowa | ☐ New York | ☐ Wisconsin |
| ☐ Kansas | ☐ North Carolina | ☐ Wyoming |
| ☐ District: Washington D.C. | | |
|
 | | |
| ☐ All U.S. Territories | ☐ Guam | ☐ Puerto Rico |
| ☐ American Samoa | ☐ Midway Islands | ☐ U.S. Virgin Islands |
| ☐ Fed. States of
Micronesia | ☐ Northern Mariana
Islands | |

USMCA

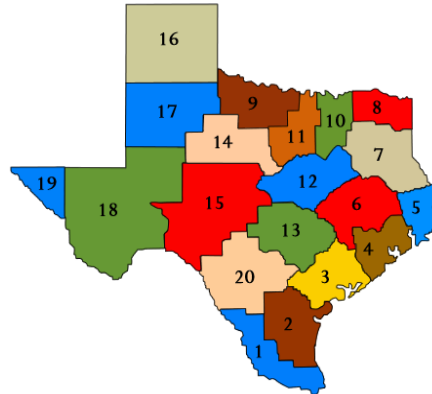
- | | |
|---------------------------------|---------------------------------|
| ☐ Canada | ☐ Mexico |
|---------------------------------|---------------------------------|

Texas Education Service Center Area Map (see below)

- | | | |
|--|---------------------------------|---------------------------------|
| ☐ All ESCs | ☐ ESC 7 | ☐ ESC 14 |
| ☐ ESC 1 | ☐ ESC 8 | ☐ ESC 15 |
| ☐ ESC 2 | ☐ ESC 9 | ☐ ESC 16 |
| ☐ ESC 3 | ☐ ESC 10 | ☐ ESC 17 |
| ☐ ESC 4 | ☐ ESC 11 | ☐ ESC 18 |
| ☐ ESC 5 | ☐ ESC 12 | ☐ ESC 19 |
| ☐ ESC 6 | ☐ ESC 13 | ☐ ESC 20 |

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Texas Education Service Center Area Map



Special Noticing Requirements of Other States

Lists of political subdivisions and local governments eligible to register with PCA, and access the contract award made pursuant to this solicitation, in the above referenced states/districts may be found at <https://www.usa.gov/state-tribal-governments>.

4. **References.** Provide references from at least 3 customers, preferably public sector entities, that Vendor has provided services to **within the last 2 years**. Attach additional page(s) if you wish to provide additional references.

☐ Check here if Vendor prefers to supply 3 current letters of reference from public sector customers on letterhead including contact information. Attach the list.

PCA reserves the right to check the references and will not be held responsible for references that will not respond after two (2) attempts by phone or email.

(1) Reference 1

Contact Name: _____

Company: _____

Address: _____

Phone numbers: _____

Email: _____

(2) Reference 2

Contact Name: _____

Company: _____

Address: _____

Phone numbers: _____

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Email: _____

(3) Reference 3

Contact Name: _____

Company: _____

Address: _____

Phone number: _____

Email: _____

5. Corporate Resources and Commitment.

CONSTRUCTION-TYPE PROJECTS ONLY/JOC

If Not Applicable, initial here ____

This is an important indicator of the Company's commitment and ultimate success.

Vendor, check 'Yes' or 'No' for each statement:

a) A corporate officer been assigned to the program. ☐ Yes ☐ No

b) Company understands the requirement for prompt payment of subcontractors. ☐ Yes ☐ No

c) Vendor has business processes and a corporate officer assigned to this program that comply with the contract. ☐ Yes ☐ No

d) Vendor has committed people and resources to this program for continuity. ☐ Yes ☐ No

e) Corporate acknowledges PCA Member's right to propose changes in key personnel and/or personnel for any reason? ☐ Yes ☐ No

6. Cooperative contracts currently held by Vendor.

☐ Check here, if none.

Provide co-op name, discount offered, and contract expiration date:

7. Company Contact Information.

Vendor must keep this information up-to-date throughout the term of a contract when awarded. Email pcamerica@pcamerica.org with changes as they occur.

- a. ADMINISTRATIVE SUPPORT CONTACT. Responsible for monthly reporting, payment of administrative fees, website updates, etc.:

Name: _____ **Title:** _____

Address if different than Corporate: _____

City/State/Zip: _____

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Office Phone: _____ Cell: _____
E-mail: _____

b. **SALES AND MARKETING CONTACT.** Responsible for sales/marketing to PCA Members:

Name: _____ Title: _____
Address if different than Corporate: _____
City/State/Zip: _____
Office Phone: _____ Cell: _____
E-mail: _____

c. Provide the name of the person responsible for:

- Acting as liaison/contact with Purchasing Cooperative of America
- Receiving the award packet, including:
 - information for the Administrative Support Contact
 - PCA Handouts and conference table tents for the SALES AND MARKETING CONTACT
- Distributing the content throughout the Company, as necessary.

Name: _____ Title: _____
Address if different than Corporate: _____
City/State/Zip: _____
Office Phone: _____ Cell: _____
E-mail: _____

8. **Vendor orientation.**

If awarded a contract, Vendor would participate in an orientation session.
The orientation includes an introduction to PCA and cooperative contracting,
answering questions about monthly reporting information, and marketing
and sales as well as reporting.

☐ Yes ☐ No

Contact Name/Title: _____

Contact Phone and Email: _____

9. **Your feedback will be very much appreciated:**

- a. How did you hear about PCA: _____
- b. How did you hear about this solicitation: _____
- c. Ease of understanding instructions for response: _____
- d. Amount of time it took to prepare a response: _____
- e. Would you like to be contacted by PCA? _____

Contact name and information: _____

To find future PCA solicitations go to www.pcamerica.org. Thank you.

PURCHASING COOPERATIVE OF AMERICA
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FORM I
VENDOR 'VALUE ADD' PRODUCTS AND SERVICES

If Not Applicable, initial here _____

Describe 'Value Add' items Vendor can provide to PCA Members. Include specifications for each product/service listed and provide pricing in SECTION 6-PRICING using the format below or a similar format.

Failure to include description and pricing may result in 'Value Add' items not being considered for or included in a contract award.

'Value Add' components may include:

- 1. Related components or parts or services.
- 2. Products and services that are adjunct to the contract.
- 3. Packaging of complementary products and services, purchasing levels and a series of added benefits that are significant in value and are, themselves, a whole lot more valuable than simply the product is by itself.
- 4. Frequent buyer programs.
- 5. Transition or education teams to help Members utilize Vendor's products/services.
- 6. Recognition and reward levels for Members based upon their utilization of Vendor's product/service or buying at certain volume levels.
- 7. Training.
- 8. Dedicated personnel to handle customer accounts personally.
- 9. Free or reduced-price delivery and/or set up charges.
- 10. Expert advice/consultation.

Line-item Pricing ☐ or included in SECTION 6 Price List ☐

V.A. PRODUCT OR SERVICE	DESCRIPTION OR SPECIFICATIONS	PRICE

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FORM J
COMPANY LOGO – REQUIRED

Instructions. Upload in Step 4 in Bonfire. Required for all submittals. Submit in **.jpeg .png OR .jpg** format.

SECTION 5-SCOPE AND SPECIFICATIONS

SCOPE

It is the intent of Awarding Agency/Purchasing Cooperative of America (PCA) to establish a contract with one or more vendors to furnish and/or install Cured-in -Place (CIP) Rehabilitation for Vertical Sewer Structures for PCA Members, present and future. Products and services may include, but are not limited to, the lining and rehabilitation of structures within sanitary and storm water collection systems with the use of a cured-in-place laminated composite bonded to the host structure. It shall be comprised of a three-layered, laminated structural system containing a nonporous membrane layered between two structural layers of woven roving fiberglass. Vendors are requested to offer the total line of available products and services that are commonly purchased by government agencies.

This is an IDIQ solicitation (Indefinite Delivery Indefinite Quantity) and not for a specific job or project. This is a competitive procurement process to qualify awarded contractors for future projects to be determined directly between PCA Members and PCA Awarded Contractor. Any reference to requirements for specific projects should be construed as suggestions for response.

Awarding Agency/PCA is seeking to contract on a local, regional, statewide or national basis with vendors with the requested experience and qualifications. Vendor will meet the compliance requirements for working with public sector entities including, but not limited to, local, state, special districts, and federal government agencies; hospitals; law enforcement agencies and courts; community public sport association facilities; educational institutions including K-12, public, private, charter schools, etc. and higher education including junior college systems and universities, etc.; as well as non-taxed non-profit organizations and religious institutions.

Vendor may elect to limit their proposals to products only, a single service within one of the categories, or multiple services in any or all categories. PCA also requests any 'Value-Add' commodities or services adjunct to this solicitation that Vendor can provide.

Types of products for the scope of this RFP include, but are not limited to:

- Lining & Rehabilitation of Structures within sanitary and storm water collection systems utilizing cured-in-place laminated composite bonded to the host structure

NIGP Codes Include, but are not limited to:

- 890-30 Manholes, Manhole Covers, Frames, Grates, Rings, Yokes, etc.
- 890-65 Sewage& Waste Treating Equipment, Supplies, etc.
- 890-66 Sewer Lift Stations. Including Parts, Accessories, etc.
- 890-95 Recycled Water Supply, Ground Water& Sewage Treatment Equipment, Including Parts, Accessories, etc.

List your suggested NIGP code(s) for consideration here:

SPECIFICATIONS

Compliance with Laws

Vendor, his agents and employees, shall comply with all laws, ordinances, rules and regulations of the State, County, and the City of the PCA Member, and all governing bodies having jurisdiction applying to work done or to be done under these specifications.

Provide Description of Products and Services Offered

Vendors are requested to offer their full line of available products that are commonly purchased by public sector entities. Vendors are encouraged to offer any product or service that they currently perform in their normal course of business.

Vendor shall detail skills, knowledge, capabilities, experience, financial stability, available human and physical resources, historical background, past and present performance and licenses to perform and do business with PCA members.

Vendors may offer equipment/supplies/products and services for one or more of the following categories, including, but not limited to:

- Cured-in-Place (CIP) Installation for Vertical Sewer Structures (Manhole Liners)
- Cured-in-Place (CIP) Rehabilitation for Vertical Sewer Structures (Manhole Liners)
- Cured-in-Place (CIP) Lift Station Rehabilitation

It is the responsibility of dealers or distributors or manufacturer's representative submitting a response to this RFP for products listed herein to include the following with their proposal:

- If Vendor is a re-seller, Vendor must be approved by a manufacturer to sell the brand of products submitted by supplying manufacturer's authorization letters, and include the regions the vendor is authorized to sell their product.
- Manufacturer and licensed manufacturer's distributor/representative may sub-contract projects to licensed applicators/installers.
- Include a List of States in which your company is qualified to work as a general contractor.
- Manufacture Letter certifying contractor to install CIP Product.
- Examples of Installation Sequence.
- If Vendor will provide design services to PCA Members, they must provide evidence that Vendor is qualified and experienced to assess existing conditions and develop and submit manufacturer acceptable solutions for the product lines offered. If applicable, provide the certification.
- Vendor must provide evidence that they have a good track record with the products and services they represent.
- Vendor must provide training or instructions to the PCA Member, if applicable and requested.

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Generic RFP Specifications/Requirements for Cured-in-Place Manhole Liners.

CURED-IN-PLACE MANHOLE REHABILITATION

PART 1 – GENERAL

This section covers the lining and rehabilitation of structures within sanitary and storm water collection systems with the use of a cured-in-place laminated composite bonded to the host structure. It shall be comprised of a three-layered, laminated structural system containing a nonporous membrane layered between two structural layers of woven roving fiberglass.

Any alternative product being submitted for pre-approval must provide third party test certification that the product will meet or exceed the physical properties named herein in Section 2.1.G, Table 1. Proposed product and Contractor must also meet or exceed the installation standards, experience and performance qualifications as herein described in this specification. If approved, notice from the Owner/Engineer shall be delivered to all plan holders and potential bidders a minimum of fourteen calendar days prior to date of bid opening, in the form of a written addendum. Spray and hand applied coatings shall not be considered for use on this project.

Any product used must provide warranty that infiltration, further deterioration and root intrusion shall be prevented for the warranty period. Said warranty shall be unlimited and non-prorated for 20-year liner materials and 1-year labor.

Warranty- Manholes- Twenty (20) Year unlimited and non-prorated Materials Warranty and One (1) Year Labor Warranty. Lift Stations - Ten (10) Year unlimited and non-prorated Materials Warranty and One (1) Year Labor Warranty.

1.1 DESCRIPTION OF WORK

- A. Liner material and components shall have been custom fabricated to fit the specific configuration of each structure prior to the commencement of the liner installation. Liner shall be of the type that allows rehabilitation of concentric, eccentric, or flat top manholes without removing manhole ring, top section, flat-top, or corbel.
- B. Cured-in-place manhole (CIPM) liner shall completely seal the manhole, shelf, pipe inlet and outlets, and the lid ring frame in a monolithic method, as required, or as shown on the plans, and that no holes, cracks, or seams in the liner are left unsealed, which would allow gases or fluids to flow behind the CIPM manhole liner.
- C. Contractor shall furnish all labor, materials, equipment, and incidentals required to supply and install a chemical resistant CIPM Liner as required or as shown on the plans.
- D. The CIPM Liner shall be designed and installed to protect concrete, brick, and other manhole surfaces from corrosion. The CIPM liner product shall be designed to stop infiltration, root intrusion, and further deterioration in the structure. The interior surfaces to be protected shall include the walls, shelves, pipe junctions and the lid ring frame.

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- E. Omission of a specific item or component obviously necessary for the proper installation and functioning of the system shall not relieve the Contractor from the responsibility of supplying that specific item or component at no additional expense to the Owner.

1.2 REFERENCED SPECIFICATIONS

The CIPM corrosion resistant liner system shall be manufactured and installed in compliance with the listed minimum values of the applicable ASTM testing requirements.

ASTM D-638	Tensile Strength
ASTM D-790	Flexural Strength and Flexural Modulus
ASTM D-695	Compressive Strength
ASTM 7234-21	Adhesion Strength

1.3 SUBMITTALS

- A. The Contractor shall submit for review, complete detailed shop drawings and schedule for all materials furnished under this section.
- B. The Contractor shall submit for approval all manufacturer warranties for all materials furnished under this section and Manufacturer's certification that the materials supplied comply with this specification.
- C. The Contractor shall submit for approval, the Manufacturer's Licensee Certification that the Contractor is trained in the installation process and procedures for the proposed liner system under this section having installed a minimum of 1,500 liners as specified.
- D. The Contractor shall provide a reference list of manhole rehabilitation projects that are of the same typical scope of work as this project. Reference shall include: Name and address of Client, project name, contact person, phone, scope including number of structures lined, and gross dollar amount of the project.
- E. Contractor shall submit the Manufacturer's affidavit showing that the product meets or exceeds the physical properties named herein on Table 1, Test Property Values.

1.4 WARRANTY AND REPAIRS

- A. Manufacturer shall provide unlimited and non-prorated warranty on the performance of the CIPM Liner materials for 20 years and Certified Installer shall provide 1-year labor warranty to repair or replace any failing conditions of the liner in the structure. Certification of the conforming warranty shall be provided prior to approval of the submittals and award of contract.
- B. The cured-in-place liner system shall be flexible and have an elongation sufficient to bridge up to a ¼-inch settling crack, without damage to the lining. The liner shall be able to bridge expansion cracks that may occur.
- C. The cured-in-place liner system shall be repairable at any time during the life of the structure, with the same type of liner system materials used in the original installation, including repair or

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lining of the upper chimney portion where grade adjustments have 4 been made. Repair/lining materials shall be of the type that will bond to the original liner materials.

PART 2 – PRODUCTS

2.1 MATERIALS AND DESIGN GUIDE

- A. The design guide below for Type 1, II and III, is intended as a general guide for the CIPM liner products and is not intended to limit the manufacturers and authorized installer's judgment to use a heavier liner in determining the appropriate thickness and type of liners for individual structures based upon the specific conditions encountered in each structure. Any variation of the liner thickness requirements detailed below in section 2.1-B, C, and D, shall be approved by the manufacturer in writing, and mutually agreed upon between the Owner and Contractor, prior to commencement of the work. Variation in liner thickness by the manufacturer or authorized installer will not affect the warranty requirement.
- B. Type I: In structures up to 13 feet deep (depending on specific local conditions), the liner shall be a three-layered composite system (see table 1 below). Layer #1 is 18- oz. structural fiberglass impregnated with a modified epoxy resin and bonded to the existing substructure. Layer #2 is to be a gas and liquid impermeable membrane of special non-porous materials, bonded to layer #1 and layer #3. Layer #3 will consist of 18-oz. woven roving structural fiberglass saturated with epoxy and bonded to the non-porous membrane, forming a smooth interior wall to the host structure. The non-porous water and gas shield shall be imbedded between the structural layers of epoxy-fiberglass to guard against nicks, tears, and damage to the gas protection membrane.
- C. Type II: In structures from 13-30 feet, (or with site conditions requiring structural enhancement), the liner shall be a three-layered composite system (see table 1 below). Layer #1 will be a 24-oz. woven roving structural fiberglass impregnated with modified epoxy resins and bonded to the existing substructure. Layer #2 is to be a gas and liquid impermeable membrane of special non-porous materials, bonded to layer #1 and layer #3. Layer #3 will consist of a 24-oz. woven roving structural fiberglass saturated with epoxy and bonded to the non-porous membrane, forming a smooth interior wall to the host structure. The non-porous water and gas shield shall be imbedded between the structural layers of epoxy-fiberglass to guard against nicks, tears, and damage to the gas protection membrane.
- D. Type III: In structures deeper than 30 feet or for portions of structures deeper than 30', (or with site conditions requiring additional structural enhancement), the liner shall be a five-layered composite system (see table 1 below). Layer #1 will be two (2) 24- oz. woven roving structural fiberglass layers impregnated with modified epoxy resins and bonded to the existing substructure. Layer #2 is to be a gas and liquid impermeable membrane of special non-porous materials, bonded to layer #1 and layer #3. Layer #3 will consist of two (2) 24-oz. woven roving structural fiberglass layers saturated with epoxy and bonded to the non-porous membrane, forming a smooth interior wall to the host structure. The non-porous water and gas shield shall be imbedded between the structural layers of epoxy-fiberglass to guard against nicks, 5 tears, and damage to the gas protection membrane. There is no minimum or maximum manhole depth limit on this liner.
- E. The CIPM liner shall be constructed such that the non-porous PVC inner membrane is protected from damage by the structural fiberglass and epoxy layer on both sides. This inside surface

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protective layer is to protect the CIPM liner from impact damage e.g., nicks from rodders and root cutters, hydro-vacuum nozzles, inspection cameras, survey equipment, and construction techniques used in pipeline rehabilitation. The non-porous PVC membrane shall not be exposed on the inside of the manhole. The importance of this protective layer cannot be overemphasized to protect the manhole from sulfides and other gases penetrating through nicks and cuts in an unprotected membrane. This CIPM liner must be impervious and without pinholes that will allow hidden corrosion on the concrete behind the liner, which can cause the eventual failure of the liner and the manhole.

- F. The CIPM Lining System shall be applied by a manufacturer certified Licensed Installer and shall be installed in strict accordance with Manufacturer's specifications. Liner Installer shall be trained in handling, application of materials, and will custom fit the liner to the manhole in order to protect the concrete and brick surfaces from sewer gases.

TABLE 1. Test Property Values

The Manufacturer must provide an affidavit certifying that the liners to be installed will meet or exceed the following test values. Furthermore, Manufacturer must provide a warranty certificate that clearly states that the 20-year materials warranty shall be unlimited and non-prorated for the entire period of the warranty.

Materials Section	Type I	Type II	Type III
ASTM-D-790			
Flexural Strength	18,000 psi	27,000 psi	29,000 psi
Flexural Modulus	900,000 psi	1,000,000 psi	1,100,000 psi
ASTM-D-638			
Tensile Strength	8,000 psi	12,500 psi	14,000 psi
ASTM 7234-21	350 PSI or	350 PSI or	350 PSI or
Adhesion Strength	Substrate Failure	Substrate Failure	Substrate Failure
Engineered Life Expectancy	100 Years	100 Years	100 Years
Installation Warranty	1 Year	1 Year	1 Year
Materials Warranty	20 Years	20 Years	20 Years

PART 3 – INSTALLATION

3.1 STRUCTURE PREPARATION-CIPM REHABILITATION

- A. The Contractor shall remove and replace and/or make grade adjustment to ring and cover as needed using standard D.O.T. or Military Base Specification, prior to the installation of the liner system.

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- B. Contractor will perform preliminary cleaning the structure with a high-pressure water jet blast at a minimum of 4,000 psi with a rotating pencil tip nozzle to prepare the structure for any necessary grouting or other preparation.
- C. The Contractor shall remove the existing manhole steps. The metal portion of all steps will be removed flush with the manhole interior wall surface and any remaining holes are to be patched flush prior to applying the CIP manhole rehabilitation system. The final coated surface shall have a smooth uniform appearance.
- D. Prior to patching severe defects in the manhole, all loose and deteriorated material shall be removed and disposed of by the contractor. The bench areas shall be repaired as and contoured to promote hydraulic flow. The prepared surface of the shelves shall be smooth and shall be sloped to allow for all bench areas to drain to the pipe invert.
- E. Manhole chimney, wall and shelf repair shall include plugging, and/or patching as necessary, with specified grout, plugging or patching compounds, hydraulic and/or Type II Portland cement or equal.
- F. All active hydrostatic water leakage shall be stopped within four (4) inches of where the liner will end around pipes or the shelf area in accordance with manufacturer's instruction.
- G. Contractor shall plug the inlet pipe, inspect for infiltration leaks around the inlet and outlet pipes as well as in the invert channel. All leaks present shall be stopped by using chemical foam grout injection with Avanti 202 or equal and/or by the use of hydraulic cement. After stopping leaks with chemical grout, hydraulic cement shall be used to refinish the surface where the leak was occurring.
- H. All cracked or disintegrated material shall be removed from the area to be patched exposing a sound substrate. Patches of filling of voids shall be allowed to cure according to the manufacturer's specifications before continuing with the CIPM rehabilitation process.
- I. Contractor shall remove any drop pipes to within 2 inches of the wall. All other incoming laterals shall be trimmed within 2 inches of the interior wall and sewer main line inlet and outlet openings shall be properly trimmed within 4 inches of the wall in areas where such pipes protrude above the benches that form the invert channel. All incoming and outgoing lines shall be grouted with an approximate 60° taper with hydraulic cement, Portland type II cement, or 50/50 combination of hydraulic and Portland, forming a filet (not less than a 6-inch radius) between the structure wall and each pipe. Such application of grout shall extend at least four inches from the outlet onto the wall area making a smooth transition for the liner connection to the pipe openings.
- J. Prior to liner installation, Manufacturer's Authorized Installer shall clean all surfaces of the host structure with a high-pressure sprayer having an operating pressure of at least 4,000-psi with a rotating pencil tip nozzle. After pressure cleaning, installer may clean structure with degreaser or other solvents as needed to remove any film or residue on the surface. Structure shall then be pressure rinsed with clean water.

3.2 CONTRACTOR AND INSTALLER WORK HISTORY

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- A. The Contractor shall have completed and installed a minimum of 1,500 cured-in place manhole (CIPM) installations with the approved specified liner. Contractor will provide a list of said installation with at least three (3) references of the specified liner installations.
- B. The licensed installer shall have installed the specified cured-in-place manhole (CIPM) liner system in at least 1,500 structures and provide a detailed list with proof and verification thereof. Contractor must have verified at least seven (7) years of experience as a General Contractor on CIPM only contracts and provide list of ten (10) projects that contractor acted as General Contractor on similar CIPM only projects.

3.3 CIPM LINER INSTALLATION

Manufacturer's authorized licensed installer shall typically install the CIPM liner with simultaneously combined air pressure and steam heat injection, except where jobsite conditions restrict use. The liner may also be installed with or without other heat methods including ambient curing under longer periods of time in accordance with the manufacturer's written instructions. Epoxy resin as specified herein does not have a flash cure, but rather is typically a condition of liner thickness, time and temperature. Hand applied fiberglass and epoxy application shall not be accepted. Installer shall line manhole shelf/bench areas and pump station floors with CIPM Liner System materials that have been saturated with the epoxy resin and placed in the bottom to extend approximately three inches up the wall section, to overlap with the liner wall section. The CIPM Liner shall be made longer than the structure to overlap and reinforce the bench/floor transition area, providing overlap and double liner thickness in the critical corner section where the wall meets the bench.

3.4 FINAL INSPECTION AND ACCEPTANCE

- A. The installation of the approved liner system shall be in strict accordance with the manufacturer's written instructions. Contractor may submit alternate thicknesses as per the manufacturer's recommendations. The work shall include re-grouting all inlet and outlet lines and benches, as needed, including all preparation, installation, curing and finish operations for the complete rehabilitation process. The liner shall be installed and cured-in-place via a simultaneous pressurization blower system with steam heat injection, or other manufacturer approved process. The curing process will be typically completed in manholes in approximately two hours. Inlet and outlet lines must be reopened within one hour from the time the curing process is completed. 8
- B. The CIPM lining of the structure shall result in a monolithic structure, bonded to the contours of the existing host structure. The liner shall be adequately bonded to the interior structure surface and be completely watertight from the ring and cover area to the transition area where the shelf and invert channel connects, including completely sealing the manhole wall and shelf areas to the inlet and outlet pipes.
- C. Qualification testing of the CIPM liner materials shall have been completed prior to installation. The initial structural properties shall meet or exceed the properties shown in Table 1. Any pertinent qualification testing shall be completed according to ASTM D 5813 as agreed upon between the owner and manufacturer.
- D. Cleaned Structure--All surfaces of the host structure shall be clean to the concrete substrate, acceptable to the owner/inspector and ready to receive the liner.

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- E. Resin Quantity--The liner manufacturer shall provide a tag on each CIPM liner indicating the amount of catalyzed resin necessary for impregnation purposes in order to meet structural properties. This will be acceptable with a tolerance variation of plus or minus 5%.
- F. The completed installation should be visually inspected to assure that dry spots are not present in the finished liner. This can also be accomplished by closed circuit television if usual inspection cannot be accomplished. No infiltration of groundwater should be observed coming through the CIPM liner or coming out at any place where the liner ends.
- G. Curing logs shall be filled out and kept on every structure that is lined. Such curing forms shall be provided by the manufacturer and shall be maintained for the duration of the 20-year warranty period.

CURED-IN-PLACE LIFT STATION REHABILITATION

PART 1 – GENERAL

This section covers the lining and rehabilitation of lift station structures within sanitary and storm water collection systems with the use of a cured-in-place laminated composite bonded to the host structure. It shall be comprised of a three-layered, laminated structural system containing a non-porous membrane layered between two structural layers of fiberglass.

Any alternative product being submitted for pre-approval must provide third party test certification that the product will meet or exceed the physical properties named herein in Section 2.1.G, Table 1. Proposed product and Contractor must also meet or exceed the installation standards, experience and performance qualifications as herein described in this specification. If approved, notice from the Owner/Engineer shall be delivered to all plan holders and potential bidders a minimum of fourteen calendar days prior to date of bid opening, in the form of a written addendum. Spray and hand applied coatings shall not be considered for use on this project.

Any product used must provide warranty that infiltration, further deterioration, and root intrusion shall be prevented for the warranty period. Said warranty shall be unconditional and non-prorated for 10-year for liner materials and 1-year for labor.

1.1 DESCRIPTION OF WORK

- A. Liner material and components shall have been custom fabricated to fit the specific configuration of each structure prior to beginning the liner installation.
- B. Cured-in-place liner shall completely seal the lift station, pipe inlet and outlets, and the top deck slab in a monolithic method, as required, or as shown on the plans, and that no holes, cracks or seams in the liner are left unsealed, which would allow gases or fluids to flow behind the cured-in-place liner.
- C. Contractor shall furnish all labor, materials, equipment, and incidentals required to supply and install a chemical resistant cured-in-place liner as required or as shown on the plans.

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- D. The cured-in-place liner shall be designed and installed to protect concrete, brick, and other lift station surfaces from corrosion. The cured-in-place liner product shall be designed to stop infiltration, root intrusion, and further deterioration in the structure. The interior surfaces to be protected shall include the walls, floor, pipe junctions and the underside of the top deck slab.

1.2 REFERENCED SPECIFICATIONS

The cured-in-place corrosion resistant liner system shall be manufactured and installed to be in compliance with the listed minimum values of the applicable ASTM testing requirements.

ASTM D-638	Tensile Strength
ASTM D-790	Flexural Strength and Flexural Modulus

1.3 SUBMITTALS

- A. The Contractor shall submit for review, complete detailed shop drawings and schedule for all materials furnished under this section.
- B. The Contractor shall submit for approval all manufacturer warranties for all materials furnished under this section and Manufacturer's certification that the materials supplied comply with this specification.
- C. The Contractor shall submit for approval, the Manufacturer's Licensee Certification that the Contractor is trained in the installation process and procedures for the proposed liner system under this section.
- D. The Contractor shall provide a reference list of lift station rehabilitation projects that are of the same typical scope of work as this project. Reference shall include: Name and address of Client, project name, contact person, phone, scope including number of structures lined, and gross dollar amount of the project.
- E. Contractor shall submit the Manufacturer's affidavit showing that the product meets or exceeds the physical properties named herein on Table 1, Test Property Values.

1.4 WARRANTY AND REPAIRS

- A. Manufacturer shall provide unconditional and non-prorated warranty on the performance of the cured-in-place liner materials for 10 years and Certified Installer shall provide 1-year labor warranty to repair or replace any failing conditions of the liner in the structure. Certification of the conforming warranty shall be provided prior to approval of the submittals and award of contract.
- B. The cured-in-place liner system shall be repairable at any time during the life of the structure, with the same type of liner system materials used in the original installation. Repair/lining materials shall be of the type that will bond to the original liner materials.

1.5 CONTRACTOR AND INSTALLER WORK HISTORY

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- A. The licensed installer shall have installed the specified cured-in-place liner system in lift station structures in the state of the contract installation and shall provide a detailed list with proof, (including contract name, utility owner and city and state), and verification thereof. (see Section 1.3 D)
- B. Contractor will provide a list of said installations with at least three (3) references in the state of the installation of the specified liner installation.

PART 2 – PRODUCTS

2.1 MATERIALS AND LINER INSTALLATION SYSTEM

- A. FOR STRUCTURAL, INFILTRATION & CORROSION CONDITIONS: The cured-in-place liner shall be a three-layered composite system with a total pre-saturated fabric weight of 68 ounces per square yard.
- B. In typical lift station structures, the liner shall be no less than a three-layered composite system. Layer #1 is 24-oz. structural fiberglass impregnated with a modified epoxy resin and bonded to the existing substructure. Layer #2 is to be a gas and liquid impermeable membrane of special non-porous materials, bonded to layer #1 and layer #3. Layer #3 will consist of 24-oz. structural fiberglass saturated with epoxy and bonded to the non-porous membrane, forming a smooth interior wall to the host structure. The non-porous membrane shall be imbedded between the structural layers of epoxy-fiberglass to guard against nicks, tears and damage to the gas and liquid impermeable membrane.
- C. For deeper structures or for extreme deterioration and/or heavy infiltration, additional layers of fiberglass may be added as needed. Any variation of the liner thickness requirements shall be approved by the manufacturer in writing, and mutually agreed upon between the Owner and Contractor, prior to commencement of the work. Variation in liner thickness by the manufacturer or authorized installer will not affect the warranty requirement.
- D. The cured-in-place liner shall be constructed such that the non-porous PVC inner membrane is protected from damage by the structural fiberglass and epoxy layer on both sides. This inside surface protective layer is to protect the cured-in-place liner from impact damage e.g. nicks from rodders, root cutters, hydro-vacuum nozzles, inspection cameras, survey equipment, and construction techniques used in pipeline rehabilitation. The non-porous PVC membrane shall not be exposed on the inside of the manhole. The importance of this protective layer cannot be overemphasized to protect the manhole from sulfides and other gases penetrating through nicks and cuts in an unprotected membrane. This cured-inplace liner must be impervious and without pinholes that will allow hidden 4 corrosion on the concrete behind the liner, which can cause the eventual failure of the liner.
- E. The cured-in-place lining system shall be applied by a manufacturer certified Licensed Installer and shall be installed in strict accordance with Manufacturer's specifications. Liner Installer shall be trained in handling, application of materials, and will custom fit the liner to the lift station in order to protect the concrete and brick surfaces from sewer gases.

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TABLE 1- Test Property Values

The Manufacturer must provide an affidavit certifying that the liners to be installed will meet or exceed the following test values. Furthermore, Manufacturer must provide a warranty certificate that clearly states that the 10-year materials warranty shall be unlimited and non-prorated for the entire period of the warranty.

Materials Section: 68 oz per sq yd cured-in-place fiberglass/membrane/epoxy liner

ASTM-D-790

Flexural Strength 23,775 psi

Flexural Modulus 1,030,138 psi

ASTM-D-638

Tensile Strength 11,489 psi

Engineered Life Expectancy 50-100 Years

Installation Warranty 1 Year

Materials Warranty 10 Years

PART 3 – INSTALLATION

3.1 STRUCTURE PREPARATION & LINING OF CURED-IN-PLACE LINER

- A. The Owner shall have removed all mechanical and electrical equipment from the structure providing the liner installer an empty structure. Owner shall also have removed the top deck slab if possible.
- B. Contractor will perform preliminary cleaning of the structure with a high-pressure hydro jet sprayer with an operating pressure of at least 4,000 psi. After pressure cleaning, surface may be cleaned with degreaser or other solvents as needed to remove any film or residue on the surface.
- C. The Contractor shall remove any existing steps. The metal portion of all steps will be removed flush with the lift station interior wall surface, and any remaining 5 holes are to be patched flush prior to applying the cured-in-place liner. The final coated surface shall have a smooth uniform appearance.
- D. All cracked or disintegrated material shall be removed from the structure surface area exposing a sound substrate. Patches or filling of voids using fast setting hydraulic cement or epoxy mastic shall be allowed to cure according to the manufacturer's specifications before continuing with the cured-in-place liner rehabilitation process.
- E. All inlet pipes shall be trimmed and grouted as needed with hydraulic or Portland Type II cement, forming a filet between the structure wall and pipe. Inlet pipes should be trimmed so they do not extend into the structure more than two inches. Such application of grout shall extend at least six inches from the inlet pipe onto the wall area.

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- F. Owner shall have removed all mechanical and electrical equipment from the structure, providing the liner installer an empty structure. Additionally, Owner shall have removed the lift station deck slab and laid it bottom side up so that the liner installer can line the deck slab underside. If removing the lift station deck is not possible, lining shall be accomplished through the hatch. Unless otherwise specified by the owner, the liner will include walls, the floor, and the underside of top deck slab and may be accomplished one of two ways:
1. The underside of the top slab may be lined in conjunction with the walls and floor if being lined through the hatch opening. -OR
 2. The utility owner may remove the top slab and lay the underside facing up. Lining of the lift station will occur in the main structure and then separately for the removed deck slab underside.
- G. Once the liner is fully saturated with resin, it shall be lowered into the structure to the appropriate pre-marked position at structure entrance. In the case of large or non-cylindrical structures, the liner may be installed in sections with multiple cure times. The liner shall form a monolithic structure permanently connecting the walls and floor of the structure and top deck slab. Pump stations and larger structures are typically pressurized at a minimum 300 lbs. per square foot, with major infiltration being stopped prior to installation. This is due to the limited weight of the deck slab restricting the amount of internal pressure that can be applied during the installation process. The liner may also be pressurized and cured-in-place at ambient temperature by filling the structure with water to approximately one foot above the surface area to be lined. Depending upon specific site conditions, the water method is preferred for structures such as square or rectangular manholes, or vaults and large pump stations.

3.2 CURING PROCESS

- A. Once positioned inside the structure, the liner shall be pressurized with air or water then cured with steam, ambient or heated air, or ambient or heated water. (Most typical installations are heated by a temperature inversion system of 6 pressurization with steam injection and a high velocity hot air column.) The liner shall be heated until fully cured. The actual curing time will generally be based on the size of the structure. Regardless of curing process, the liner shall be fully covered under warranty.
- B. Upon completion of the liner curing process, the inflation bladder shall be removed, all lines re-opened and the excess liner cut off at the structure opening. Additionally, a sealant or O-ring is applied to the top perimeter of the lift station and the deck slab is placed back into its original position so that gases will not escape the structure.

3.3 CURED-IN-PLACE LINER INSTALLATION

Manufacturer's authorized licensed installer shall typically install the cured-inplace liner with simultaneously combined air pressure and steam heat injection, except where jobsite conditions restrict use. The liner may also be installed with or without other heat methods including ambient curing under longer periods of time in accordance with the manufacturer's written instructions. Epoxy resin as specified herein does not have a flash cure, but rather is typically a condition of liner thickness, time, and temperature. Hand applied fiberglass and epoxy application shall not be accepted. Installer shall line wall,

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floors and the underside of the top deck slab with cured-in-place liner system materials that have been saturated with the epoxy resin and placed in the bottom to extend approximately three inches up the wall section, to overlap with the liner wall section. The cured-in-place liner shall be made longer than the structure to overlap and reinforce the wall/floor transition area, providing overlap and double liner thickness in the critical corner section where the wall/chamfer meets the floor.

3.4 FINAL INSPECTION AND ACCEPTANCE

- A. The installation of the approved liner system shall be in strict accordance with the manufacturer's written instructions. Contractor may submit alternate thicknesses as per the manufacturer's recommendations. The work shall include re-grouting all inlet and outlet lines as needed including all preparation, installation, curing and finish operations for the complete rehabilitation process. The liner shall be installed and cured-in-place via a simultaneous pressurization blower system with steam heat injection, or other manufacturer approved process. The entire installation process will typically be completed in lift stations over a two-day period. Day one for prep and day two for installation.
- B. The cured-in-place lining of the structure shall result in a monolithic structure, bonded to the contours of the existing host structure. The liner shall be completely bonded to the interior structure surface and be completely watertight, including completely sealing the wall, floors, and the underside of the top deck slab.
- C. Qualification testing of the cured-in-place liner materials shall have been completed prior to installation. The initial structural properties shall meet or exceed the properties shown in Table 1.
- D. Cleaned Structure--All surfaces of the host structure shall be clean to the concrete substrate, acceptable to the owner/inspector and ready to receive the liner.
- E. Resin Quantity--The liner manufacturer shall provide a tag on each cured-in-place liner indicating the amount of catalyzed resin necessary for impregnation purposes in order to meet structural properties. This will be acceptable with a tolerance variation of plus or minus 5%.
- F. The completed installation should be visually inspected to assure that dry spots are not present in the finished liner. This can also be accomplished by closed circuit television if usual inspection cannot be accomplished. No infiltration of groundwater should be observed coming through the cured-in-place liner or coming out at any place where the liner ends.
- G. Curing logs shall be filled out and kept on every structure that is lined. Such curing forms shall be provided by the manufacturer and shall be maintained for the duration of the 10-year warranty period.

VENDOR RESPONSE – SCOPE & SPECIFICATIONS

NOTE: Respond with the requested information. Instructions are in red.

1. **Company Profile. Required.**
 - a. Provide a brief company history and organizational summary.
 - b. Include brief biographical information regarding the personnel who would be directly responsible for the management and local supervision of projects under a PCA contract.
 - c. Provide documentation of Vendor's safety record in performing similar services, including safety violations, assessments or citations issued by applicable governmental agencies in the past five (5) years.
 - d. Performance Bond. If required.
2. **Products/Services. Required.**
 - a. Discuss whether Vendor will be (1) offering products only; (2) offering products and services; or offering services only.
 - b. Confirm that the products/services proposed meet the intent of the solicitation.
 - c. Describe products/services Vendor is offering to provide PCA Members. Vendors are requested to offer their line of available products and services that are commonly purchased by public sector entities that they currently perform in their normal course of business.
 - d. State if Vendor provides expert advice/consultation.
 - e. Discuss whether Vendor routinely uses or plans to use Subcontractor or perform all work as agreed to by PCA Member using his own equipment and personnel.
 - f. Vendor agrees to advise PCA Member when work is expected to be hazardous to students, employees, the public and/or other workers.
3. **Sample Project. Required.** Provide a project completed for a public sector customer (desired). Do not identify the customer unless prior written approval has been obtained. Cover:
 - a. Size of customer
 - b. Sample user agreement/supplemental agreement/purchase order, if applicable.
 - c. List of personnel used.
 - d. Scope of work.
 - e. Duration of the project.
 - f. Overall cost.
4. **Marketing Plan. Required.** Show how Vendor plans to use the PCA contract to market its products/services. It could include sample handouts/flyers, lunch and learn programs, and conferences.
5. **Training Program.** **If Not Applicable, initial here ____**

Describe program for training for PCA Member on equipment and operation, if applicable. Cost should be included in SECTION 6.
6. **Detail Vendor Freight, Delivery, Inspection & Acceptance Policy and Capabilities.** **If Not Applicable, initial here ____**

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All deliveries requiring Inspection and Acceptance shall be Freight Prepaid, F.O.B. Destination, Full Freight Allowed, Inside Delivery and shall be included in Vendor pricing unless otherwise clearly stated in writing in Vendor's proposal to PCA Member. Deliveries shall be made during PCA Member's business hours.

Delivery

NOTES: PCA suggests (DOES NOT REQUIRE) free delivery. **Charging for delivery is not an exception to this contract.** Detail Vendor delivery practices/charges.

- a. State standard delivery charges
- b. Minimum order for free delivery
- c. State standard delivery timeframe
- d. Expedited delivery capabilities/charges

PCA Member issuing the Purchase Order may request emergency delivery. Vendor must use its best efforts to comply with rush or emergency requested. However, if Vendor is unable to fulfill the emergency delivery request, PCA Member may procure its needs from alternative sources without penalty.

7. **Warranty Information.** **If Not Applicable, initial here** _____
- a. State length of standard warranty on parts/equipment/materials.
 - b. Length of standard warranty on installation/service.
 - c. Does Vendor offer extended warranty or maintenance contract? **Yes** _____ **No** _____
If 'Yes', provide the cost as a separate line item on the Price List in SECTION 6.

Products delivered in accordance with this Contract and terms agreed upon by the vendor and Member may be NEW or USED. If defective or incorrect products are delivered, Awarded Contractor shall make all reasonable effort to accommodate returns or exchanges in accordance with terms agreed upon.

SECTION 6 – PRICING

Instructions: Fill in the blanks below and/or provide price lists or catalogs or online pricing.

Vendor is encouraged to offer any and all products or services that they currently perform in their normal course of business. It is the Vendor's responsibility to propose a pricing and Member discount structure in a manner reasonably understood by any Member. Vendor should be clear and concise in its pricing proposal and shall not deem it "Confidential."

Pricing will take into account the PCA Admin Fee of **three (3%)**, to be included as part of overhead costs on the TOTAL of any purchase order or invoice, exclusive of applicable taxes and shall not list it as a separate line item attributable to the Member. The Fee will be calculated:

0.03 X (gross purchase order/contracted amount LESS Pass-Through Costs)

Best Price

Vendor will provide best pricing for PCA Members. PCA expects Vendor's response to include their Best Price offered to all governmental, cooperative or retail customers.

Additional discounts may be negotiated between the Vendor and Member if other Member agencies who meet the exact same criteria are offered an equal discount. The purchase order must reflect any additional discounts agreed upon.

Bundling, if Applicable

PCA contracts may be bundled by a vendor holding other current PCA contracts (PCA Awarded Contractors) where it is allowed for the benefit of PCA Members.

'Value Add'

Packaging complementary products and services, purchasing levels and a series of added benefits that are significant in value and are, themselves, a whole lot more valuable than simply the product is by itself.

Best and Final Offer

PCA may request Vendor to submit a Best and Final Offer. Vendors must submit their Best and Final Offers in writing.

EDGAR

For jurisdictions (primarily K-12) requiring EDGAR, price validation may use the non-pre-priced method for validation and inclusion into the cost books. The number of line items being validated may vary and left up to the PCA Member and Vendor to agree upon.

PCA Contract Reference on Member Purchase Order and Vendor Invoice

PCA Members will require a purchase order, a contract, supplemental contract, or other form to be completed to use Vendor's PCA awarded contract. Instruct your customer/PCA Member to refer to **"PCA # OD-406-24 Cured-in-Place (CIP) Rehabilitation for Vertical Sewer Structure"** on the purchase/job/work order or other form. This information is the PCA Member's purchase justification, keeps them compliant with state and local purchasing policies, and assists the PCA Member with their periodic audits.

PURCHASING COOPERATIVE OF AMERICA
RFP OD-406-24 Cured-in Place (CIP) Rehabilitation for Vertical Sewer Structures

Likewise, Vendor will reference to “PCA # OD-406-24 Cured-in-Place (CIP) Rehabilitation for Vertical Sewer Structures” on the quote and invoice or other form.

VENDOR RESPONSE - PRICING

PCA Member Discount Offer

Vendor may offer percent off catalog or price list for products/services, if applicable:

Products _____ **Discount:** _____

Services _____ **Discount:** _____

OR

Price Lists, Catalogs or Online Pricing Offer

If Price Lists are used, present the PCA Member discount from your published standard price list for products, consulting rates, installation, delivery costs (if not already included in the product price) and any other costs. Provide a full description and pricing for ‘Value Add’ items that are to be considered for award. Also include explanations, procedures, or clarifications of pricing policies including volume price discounts and submit in a format that is easily understood.

If catalogs are used, be cognizant of Bonfire’s space limitations.

If online pricing is used, provide necessary URL, login and password information to access the catalog/pricing.

Pricing will be re-verified by PCA Member with Vendor. PCA may be contacted to review proposed and amended pricing.

Where labor and maintenance costs vary and may be ongoing, Vendor and Member shall be responsible to implementing clear and concise supplemental terms and conditions as part of their purchase order.

CONTRACT AMENDMENT

PCA Price Adjustment Policy

Contract amendment discounts must be commensurate with the original discount offered. PCA must be given sufficient time to review the request. The contract amendment request letter format is available from PCA Vendor’s letter should include:

- Signature by company principal on company letterhead
- Contract number and title
- Product/service description
- Justification/explanation
- Contact information, and
- Pricing/price list (may be an attachment)

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NEW PRODUCTS/SERVICES can be added to Vendor's contract as they become available, provided they meet the existing scope of products and/or services as identified in the contract. Where catalog pricing is identified, Vendor is responsible for providing any and all updates to this catalog to PCA, in writing, within 30 days of any update.

Authorized distributors or dealers shall provide authorization letters from all manufacturers offering products under this contract. These letters will become a part of this contract.

PRICE DECREASES are accepted for existing products/services at any time during the contract term.

PRICE INCREASE requests must be tied to a market indicator such as the Cost Price Index (CPI) or Consumer Cost Index (CCI) or an equivalent justification.

UPDATED AND NEW MODULE ADDITIONS (if applicable) may be accepted for existing products at any time during the contract term. Changes may be made to update or replace original contracted modules. New modules providing additional capabilities may be added as long as the discount offered is the same as the PCA discount from the published schedule.



June 12, 2024

Infrastructure Rehabilitation U.S.A., Inc.
William Casten, VP of Bus. Dev.
401 Edwards Street, Suite 2100
Shreveport, LA 71101
wcasten@irehabusa.com

Subject: PURCHASING COOPERATIVE OF AMERICA CONTRACT AWARD LETTER
PCA OD-406-24 Cured-in-Place (CIP) Rehabilitation for Vertical Sewer Structures

Dear Mr. Casten,

Congratulations! The City of O'Donnell has awarded your company a contract for the above-referenced solicitation. Your contract number will be the same as the solicitation number: PCA OD-406-24. The contract number is to be on all Invoices for proper reporting.

You are responsible for keeping PCA up to date with your current contact information and for submitting monthly reports. For months with inactivity, complete the company/contact information and simply input 'No Activity'. We send out the Members list monthly, in response to your organization emailing the monthly report.

The contract is effective for the dates on the Contract Acceptance and Signatures Page and may be renewed up to four (4) additional years; unless notified otherwise, the renewal will be automatic. For any inquiries about your contract, please contact pcamerica@pcamerica.org & we will assist you!

We will contact you for an orientation meeting and for content for your vendor page on the PCA web site. PCA looks forward to working with you!

Sincerely,

Max Mendieta, Mayor
City of O'Donnell

The award packet includes:

- Award Letter
- Signed Contract Acceptance and Signatures Page (exceptions, if any)
- Instructions for Monthly Report and Administrative Fee Tab 3
- Monthly Report Form & Instructions
- Welcome to PCA!

PURCHASING COOPERATIVE OF AMERICA
RFP OD-406-24 Cured-in Place (CIP) Rehabilitation for Vertical Sewer Structures

FORM A
OFFER ACCEPTANCE AND CONTRACT SIGNATURES FORM
Complete and sign and upload.

Offer by Vendor

Vendor acknowledges and certifies that they have examined this solicitation, contract terms and conditions, scope and specifications, accompanying forms, etc. (the entire Contract) and hereby offers to furnish products and/or services in strict compliance with the entire Contract and Vendor's response.

- ☒ **NO EXCEPTIONS.** Vendor assures Awarding Agency of compliance with the entire Contract and response with no further changes.
- ☐ **WITH EXCEPTIONS.** Proposed changes to Contract Terms and Conditions. Present Vendor's proposed changes on FORM A-1 – Exceptions to Contract Terms and Conditions.
- NOTE: Freight & Delivery, if charged to customer, is not considered an exception.

Company Name (on Contract): INFRASTRUCTURE REHABILITATION USA, INC.

Address: 401 Edwards Street, Suite 2100

City/State/Zip: Shreveport, LA, 71101

Phone: 318-629-5485 Email: wcasten@irehabusa.com

Printed Name, Title: William Casten, Vice-President

Signature: William Casten 4/22/24

*****VENDOR DO NOT WRITE BELOW THIS LINE*****

Contract Number: PCA OD-406-24

Contract Exceptions – PCA

☒ None ☐ All Rejected ☐ Negotiated, Agreed To, and Attached

PCA Authorized Signature: _____

Printed Name: _____ Date: _____

Offer Acceptance by PCA Awarding Agency

Term of Contract: 6/12/2024 to 6/13/2024

Unless otherwise stated, this Contract is for an initial period of one (1) year with an option to renew annually for an additional four (4) years if agreed upon by Awarding Agency and Vendor. Renewal shall be automatic on the anniversary date unless informed otherwise.

Awarding Agency Authorized Signature: Max Mendieta

Printed Name: Max Mendieta Date: 6/12/2024

PURCHASING COOPERATIVE OF AMERICA

PCA OD-406-24 Cured-in Place (CIP) Rehabilitation for Vertical Sewer Structures

31. PCA Administration Fee and Monthly Report

PCA Administrative Fee.

- PCA Administrative Fee ("Admin Fee") for this solicitation/subsequent contract is found in SECTION 6-PRICING.
- Awarded Contractor shall honor and pay the Admin Fee for all sales that occur resulting from this Contract within **thirty (30) days** from the date Awarded Contractor receives payment from PCA Member, whether for progress payment, completion of work, or payment for delivered goods.
- In the event that Awarded Contractor's PCA contract expires or is terminated, Awarded Contractor agrees to pay the Admin Fee for all projects extending beyond the expiration or termination date for those Purchase/Delivery/Job Orders received prior to expiration or termination.
- Pass-Through Costs that are subtracted from the gross contract/purchase order amount before calculating the Admin Fee include items such as specialty insurance, taxes, cost of bonds, and delivery costs.
- Awarded Contractor shall make the check payable to "Purchasing Cooperative of America" and send the check to 'Purchasing Cooperative of America', P.O. Box 604, Hico, TX 76457.
- Check may be mailed with the monthly report. Include the PCA contract number.
- Failure to pay the PCA Admin Fee in a timely manner may result in suspension or termination of this Contract.

Monthly Report.

- Awarded Contractor shall provide PCA with a detailed monthly report and pro forma showing the total dollar volume of all sales under this Contract for the previous month in Microsoft Excel, in the format and with the information specified by PCA.
- Reports are due monthly by the 15th day of the following month.
- Awarded Contractor is responsible for collecting and compiling all sales under this Contract from all PCA Members and submitting one (1) consolidated monthly report.
- The monthly report shall include, at a minimum, the date of each PCA Member/customer P. O. with scheduled start and completion date, sale/project description, P. O. number, Member/customer name, city/town, and P. O. total dollar amount.
- Include an overview of pending projects (the "pro forma") on the Monthly Report.
- Awarded Contractor (Vendor) shall submit a copy of PCA Member/customer Purchase Order and/or supplemental agreement as well as change orders made prior to project completion along with the mandatory monthly report.
- Reports shall be submitted to PCA at P.O. Box 604, Hico, Texas 76457, along with a check for Admin Fees made out to 'Purchasing Cooperative of America' or 'PCA' and electronically to Reports@pcamerica.org. Reports should be emailed each month even if there is "No Activity". If Awarded Contractor has more than one PCA contract, please submit separate monthly reports (and separate checks).
- Monthly Report form may be found at www.pcamerica.org on the Forms Tab.

32. **Additional Fees and Reporting Information.** Some states and other government/non-profit agencies require an additional fee to use another state's or agency's contracts in their jurisdiction. If an additional fee is requested and Awarded Contractor agrees, Awarded Contractor shall submit copies of the purchase orders involved and pay the additional fee to PCA who will then pay the entity involved. Additional fees must be discussed with PCA prior to acceptance of additional fee charges.

If this Contract is adopted by another cooperative or entity, Awarded Contractor is still responsible for PCA fees based on the work performed for that entity, cooperative and/or that cooperative's members. All such work shall be reported on the PCA Monthly Report and fees paid accordingly.

Awarded Contractors may not use PCA contract to request a contract from another agency or purchasing cooperative without the written approval of PCA. To do so without PCA written approval will automatically violate the provisions of this contract resulting in its immediate cancellation. Other cooperatives desiring to utilize PCA contracts must sign an Interlocal Agreement or contract with PCA defining the contract's use and PCA payment requirements.

MONTHLY REPORT

Please complete all fields.

Name-Awarded
Contractor:

Contact Name:

Contract Number:

Phone Number:

Report Mo./Yr.:

email:

ADMIN FEE:



CURRENT PROJECT TOTALS:

#	PROJECT DESCRIPTION	MEMBER/CUSTOMER NAME	CITY STATE	** PURCHASE ORDER #	PROJECT DATES		P.O. AMOUNT	INVOICE AMOUNT	TOTAL EST. ADMIN FEE	FEE PER INVOICE	VENDOR CHECK TO PCA	
					START	END					DATE	AMOUNT
1.												
2.												
3.												
4.												
5.												
6.												
7.												

PENDING/FUTURE PROJECTS:

Would you like a confirmation of receipt of PCA fee payment? Yes No

#	PROJECT DESCRIPTION	MEMBER/CUSTOMER NAME	CITY STATE	ESTIMATED PROJECT TOTAL	EST. PROJECT DATES		NOTES	Attach copies of POs/Invoices of current projects & put check in mail to PCA PO Box Address below & PDF Report&POs/Invoices to pcamerica@pcamerica.org
					START	END		
1.								
2.								
3.								
4.								

** Attach copies of Purchase Order(s).
Please use additional pages as necessary.

Also located here: www.pcamerica.org/forms

Send CHECKS to PCA, PO Box 604, Hico, TX 76457

Questions? Call 844-722-6374
Rev 2/23

INSTRUCTIONS FOR FILLING OUT PCA MONTHLY REPORTS

MONTHLY REPORT **EXAMPLE REPORT** Please complete all fields.

PCA
Purchasing Cooperative of America

Name-Awarded Contractor: ABC Company
Contract Number: PCA X-XXX-XX
Report Month: December 2019
ADMIN FEE: # %

Contact Name: Alpha Beta
Phone Number: 111-222-3333
email: ABC@ABCCompany.com

CURRENT PROJECT TOTALS:

#	PROJECT DESCRIPTION	MEMBER/CUSTOMER NAME	CITY STATE	PURCHASE ORDER #	PROJECT DATES		P.O. AMOUNT	INVOICE AMOUNT	TOTAL EST. ADMIN FEE	FEE PER INVOICE	VENDOR CHECK TO PCA	
					START	END					DATE	AMOUNT
1.	Walkway	School Name ISD	Houston, TX	BD #1357	12/1/2019	12/30/2019	\$ 100,000		\$ 2,000.00			
	Progress payment for above project							\$ 50,000		\$ 1,000.00	12/15/2020	\$ 1,000.00
	Additional upgrade to walkway	School Name ISD	Houston, TX	BD #1357 change order	12/18/2019	12/30/2019	\$ 5,000	\$ 5,000	\$ 100.00	\$ 100.00	COMPLETE	\$ 1,100.00
	Final Payment							\$ 50,000		\$ 1,000.00	12/30/2020 COMPLETE	
2.	Stadium Lighting	Different School Name ISD	Dallas, TX	#453EN	12/1/2019	12/15/2019	\$ 25,000	\$ 25,000	\$ 500.00	\$ 500.00	12/15/2020 COMPLETE	\$ 500.00
3.	JOC Rehab-Annex	Municipality Name	Hidalgo, TX	#10022	12/1/2019	8/30/2019	\$ 250,000		\$ 5,000.00			
4.												

PENDING/FUTURE PROJECTS:

Would you like a confirmation of receipt of PCA fee payment? **Yes** **No**

#	PROJECT DESCRIPTION	MEMBER/CUSTOMER NAME	CITY STATE	ESTIMATED PROJECT TOTAL	EST. PROJECT DATES		NOTES
					START	END	
1.	Renovation City Hall	El Paso, City of	El Paso, TX	\$ 11,000	8/1/2019	10/30/2019	waiting on PO
2.							
3.							
4.							

** Attach copies of Purchase Order(s). Please use additional pages as necessary. Also on <http://www.pcamerica.org/forms> Send CHECKS to: PCA, PO Box 604, Hico, TX 76457 Questions? Call 844-722-6374 Rev 2/21

Fill in the CURRENT PROJECT section with active approved P.O.s. If None, report NO ACTIVITY.

Copies of purchase orders are supplemental to your contract and may be attached to the Monthly Report or sent to PCA separately. **ALL POs / Invoices should reference contract number.**

For purchase orders that have mobilization (project start-up) or progress payments, list these payments on separate lines and pay the PCA fee as instructed in the contract.

Add any P.O. changes, additional work or items that qualify to be added to the P.O. on additional lines. Send copy of P.O. extension to PCA.

Include DATE of check approval. PCA understands that accounting may take several more days to process a request for payment. Add COMPLETE if project or P.O. has been completed.

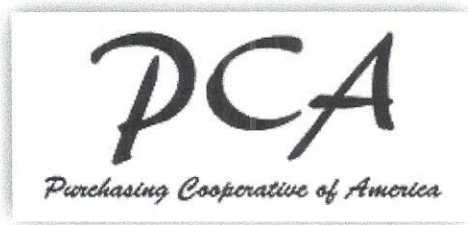
All Admin Fees shall be paid upon receipt of vendor payment.

Use the notes section to convey any important or informational items.

Pending or possible future projects or purchase orders shall be listed here. When approved and signed P.O. is received, move to the Current Project section.

If purchase order is not received or project is cancelled, remove from list. There is no reason to continue to report.

The Monthly Report Form is located: <https://www.pcamerica.org/forms> for download



Welcome to PCA!

Your Contract Number is: PCA OD-406-24 Cured-in-Place (CIP) Rehabilitation for Vertical Sewer Structures

When selling to a PCA Member/Customer please make sure they & your sales personnel know to put your contract number on the Purchase Orders/Invoices: PCA OD-XXX-XX & abbreviated name (if it fits) on the Purchase Orders & on your Invoices. **Make sure that you set up a system, with your sales personnel, to report sales to your company PCA Contract Admin**, so that they will have the information to send in the monthly report to PCA.

The contract number assists the PCA Member/Customer pass their audits & helps with your PCA contract reporting.

- The monthly report forms for reporting your PCA fees, are included in the contract, but can also be found at <http://www.pcamerica.org/forms> under the "AWARDED CONTRACTORS ONLY:" Section.
 - Include PO numbers on the report & a copy of the POs sent in with the report, if you have a copy.
 - Submit reports monthly, even if you have had no sales – put "No Activity" on the first line & any prospective customers listed in the area on the bottom.
- For payment of fees, please make check out to "Purchasing Cooperative of America" (not PCAmerica which is our website domain only).
- Reports are due by the 15th of the following month, 2 weeks after the month ends.
 - Ex. the June report is due by July 15th.
- For paying fees: If able, attach the monthly report to the check. Larger companies are sometimes unable, since they usually have a checking dept. or do direct deposit, so we need some kind of assistance in matching amounts to the reports. In the memo or notation area on the check or direct deposit notice, please state what monthly report(s) the check goes with & if you have multiple contracts with us, list which amount goes to which contract.



Subject: PCA Contract OD-406-24
Cured-in-Place (CIP) Rehabilitation for Vertical Sewer Structures

To Whom It May Concern,

The following is provided for informational purposes about Purchasing Cooperative of America (PCA), PCA Contract OD-406-24, and PCA Awarded Contractor Infrastructure Rehabilitation USA, Inc. ("Infrastructure Rehab").

PCA

PCA is a national purchasing cooperative for public sector entities with contracts available to be utilized in all 50 states, the U.S. Territories, Canada and Mexico.

The PCA Awarding Agency, the City of O'Donnell, Texas, is an agency of the State of Texas and awards the contracts. PCA and the City of O'Donnell, Texas, operate by contractual agreement.

PCA services:

- Writes solicitations such as RFPs (Request for Proposal) and RFQs (Request for Qualifications).
- Advertises the solicitations locally and nationally.
- Evaluates responses that are submitted by vendors to Bonfire (Euna Solutions, Inc.), the PCA eProcurement system, based on the evaluation criteria stated in the solicitation.
- Recommends contract awards to the Awarding Agency.
- Manages the awarded contracts.
- Serves as liaison between Awarded Contractors and PCA Members, as needed.
- Provides supporting documentation to PCA Members.

PCA OD-406-24

- The City of O' Donnell awarded PCA OD-406-24 to Infrastructure Rehab on June 12, 2024 for one initial year with four (4) one-year renewals.
- The bid solicitation was advertised nationally.
- PCA contracts are written according to State of Texas purchasing and contracting statutes, especially Tx. Governmental Code 271.
- PCA OD-406-24 is a service contract. It is intended for restoration and rehabilitation of manholes and large vertical structures.
- PCA OD-406-24 meets ASTM standards D-638 through D-695 and 7234-21.
- PCA OD-406-24 complies with the FAR and DFAR requirements of the Federal Government.
- PCA OD-406-24 is a national contract that can be utilized in all states.

Infrastructure Rehabilitation USA, Inc.

www.pcamerica.org

Page 1 of 2

- Under PCA OD-406-24 Infrastructure Rehab offers a 20-year non-prorated materials warranty. Additionally, the CIP Liner installed by Infrastructure Rehab was awarded a 100 Year Life Expectancy from Back Municipal Consulting Rehabilitation Specialists.
- Infrastructure Rehab's CIP Liner is manufactured according to CIP Industries' specifications and quality control program and is designed in accordance with Industry standards.
- Infrastructure Rehab's CIP Liner resin is resistant in the environment in which it is installed.

If you would like additional information on this contract, please contact me directly or the PCA Contract Managers for PCA Contract OD-406-24: Mike Forbes at 956-371-5550 and MikeF@pcamerica.org, or Carol R. Duval-Greb at 832-206-9576 and Carol@pcamerica.org.

Sincerely,

Elaine Nichols, PCA Director

 713-851-1471 **You're welcome to call me on cell!**

 PCA Toll Free 844-722-6374

[www.pcamerica.org/contact us](http://www.pcamerica.org/contact-us)



PH: (844) 722-6374

www.pcamerica.org

PCA is issuing this RFP on behalf of PCA Awarding Agency and PCA Members

**Request for Proposal - RFP # OD-406-24
for
Cured-in-Place (CIP) Rehabilitation for Vertical Sewer Structures**

Submittal Deadline:

Tuesday, May 7, 2024 at 11 a.m. CT

All proposals are required to be submitted by the date and time above. The Bonfire electronic bidding software will lock down on this date/time and any additional vendor uploads/activity will be refused.

Questions regarding this RFP must be submitted in Bonfire and will be answered electronically and posted in Bonfire. The deadline for all questions is five (5) days prior to the submittal deadline (as shown below).

PROPOSAL CALENDAR

(Subject to change. If there is a change, an addendum will be issued.)

1st Newspaper Notice – Thursday, April 4, 2024

Optional Pre-Proposal Meeting – Tuesday, April 9, 2024, 10-11 a.m. CT

- Must RSVP to pcamerica@pcamerica.org

Deadline to Submit Questions in Bonfire – Tuesday, April 30, 2024, 11 a.m. CT

Deadline for Submissions – Tuesday, May 7, 2024, 11 a.m. CT

Anticipated Notification of Contract Award/Non-Award – June 2024

PURCHASING COOPERATIVE OF AMERICA
RFP OD-406-24 Cured-in Place (CIP) Rehabilitation for Vertical Sewer Structures

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C. Vendor Certification Form	
D. Antitrust Certification Statement	
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SECTION 1-SOLICITATION OVERVIEW

City of O'Donnell ("Awarding Agency"), located at 615 8th Street, O'Donnell, Texas 79351, an agency of the State of Texas, is awarding this contract for use by all current and future Purchasing Cooperative of America ("PCA") Members. Respondents are expected to be experienced and qualified in supplying these products and/or providing these services to PCA Members using the resulting contract, if any, that can be used either on a national, statewide, regional or local basis.

This is an IDIQ (Indefinite Delivery Indefinite Quantity) solicitation and not for a specific job or project. This is a competitive procurement process to qualify vendors for future projects/sales to be determined directly between PCA Member and a vendor awarded a PCA Contract (PCA Awarded Contractor).

A response to this Request for Proposal ("RFP") is an Offer to Contract with Awarding Agency based upon the terms, conditions, scope of work, and specifications contained in this solicitation. Solicitation and Vendor response do not become a contract unless and until a contract is awarded by the Awarding Agency's approving Board, Council or other Authority.

INTENT

It is the intent of Awarding Agency/PCA to establish an annual contract on behalf of PCA Members, current and future, with one or more contracts being awarded. This Contract meets the statutes and purchasing criteria for Texas and certain other states with similar laws. Supplemental agreements between PCA Member and Awarded Contractor may be entered into in order to accommodate additional federal, state or local laws and requirements.

INTRODUCTION

Awarding Agency/PCA is seeking to contract on a local, regional, statewide and/or national basis with one or more companies with the requisite experience and qualifications. Responses may be made for any or all products and services Vendor routinely offers to public sector entities.

Products and/or services considered for award shall equal or exceed a minimum quality level of industry standard(s) as defined within this solicitation and shall comply with all applicable federal, state and local technical, environmental, and performance standards and specifications.

Awards will be made to the successful proposer(s) for the total line of services submitted. Awards will be based on the criteria set forth within this document. PCA encourages all vendors (national, regional, state, local, USMCA) to respond and provide products/service to public and non-profit/non-taxed entities that utilize cooperative purchasing in the areas that Vendor proposes to work in.

Benefits of a PCA Contract Award

- ✓ Multi-year contracts
- ✓ Comprehensive contracts
- ✓ Fair and open competition

Maximum Annual Aggregate of the Contract. In compliance with *TEX. GOV'T. CODE § 2269.403(b)*, PCA is establishing the maximum annual aggregate contract price for each of the contracts awarded pursuant

PURCHASING COOPERATIVE OF AMERICA
RFP OD-406-24 Cured-in Place (CIP) Rehabilitation for Vertical Sewer Structures

to this solicitation for the PCA cooperative program at \$100 million in aggregate per Member per year. The amount may be increased at each of the contract renewal periods or at the request of Vendor or Member based upon project requirements.

No Guarantee of Usage/Quantities. Awarding Agency/ PCA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this solicitation and the resulting contract(s), if any. Awarding Agency /PCA makes no guarantee or commitment of any kind regarding usage of any contract(s) resulting from this RFP.

Addendums to Solicitation. Changes to this solicitation will be made by addendum. Addendum information will prevail over original solicitation or previous addendum(s). Addendum must be signed by Vendor's authorized representative and be included in Vendor's response. It is Vendor's responsibility to check the website for addendums prior to finalizing their submission.

Purchasing Cooperative of America, acting on behalf of the PCA Awarding Agency, is the sole authority for the issuance of any addendum related to this solicitation.

EVALUATION AND AWARD OF CONTRACT

In accordance with applicable laws, rules, and regulations for public procurement, recommendation for award(s) will be made to the responsible vendor whose proposal is determined, per review by the evaluation committee, to be the best value and most advantageous to PCA Members.

The following may result in a recommendation for non-award or rejection of the entire response:

- ✓ Failure to sign the Contract Offer and Acceptance Form shall disqualify Vendor's submittal from being evaluated (Texas law). Vendors are responsible for making sure, when using Electronic Signatures, that the signatures are actually transferring to the documents being uploaded into Bonfire.
- ✓ Failure to submit any documents/information requested.
- ✓ Less than two years' company history and/or personnel experience in the business activity described in this solicitation. May submit personnel resumes to qualify.

Evaluation Factors and Point Values

<u>Qualifications/Evaluation Considerations</u>	<u>Maximum Value</u>
Products/Services:	20 points
Do products/services meet the requirements/intent of the solicitation? Description of products/services offered. Variety and availability of products and services offered. Ancillary costs related to Member's use/purchase of products and services.	
Qualification and Experience:	20 points
Company profile. Years in business relevant to solicitation, including officers' experience. Personnel qualifications and experience. Experience in public sector. Understanding of cooperative purchasing.	
Performance Capability:	20 points
Ability to deliver products/services locally, statewide, regionally or nationally. Freight and delivery policy. Customer service. Marketing plan. Contract implementation. Bonding. Location and number of personnel. Vendor Website.	

PURCHASING COOPERATIVE OF AMERICA
RFP OD-406-24 Cured-in Place (CIP) Rehabilitation for Vertical Sewer Structures

<u>Qualifications/Evaluation Considerations, continued</u>	<u>Maximum Value</u>
References: Minimum 3 references. Vendor performance per reference checks.	15 points
Pricing: Discount offered. Delivery pricing. Construction-type coefficient. Pricing in required in a spreadsheet format or directions to online catalog with website and password as applicable.	25 points
SUBTOTAL – QUALIFICATIONS POINTS:	100 points
<u>Additional Qualifying Points</u>	
'Value Add' Products/Services: Products/services offered. Description. Pricing.	7 points
Certifications: Supporting documentation provided for ISO and HUB-related certifications. HUB subcontractors.	3 points
GRAND TOTAL – POSSIBLE POINTS:	110 points

Disadvantaged Business Enterprises. Awarding Agency/PCA encourages response by Historically Under-utilized (HUB) companies, including, but not limited to, Minority and Women's Business Enterprise (MWBE), Veteran Owned Small Business (VOSB), and Small Business Enterprise (SBE) businesses. Some PCA Members have specific goals for HUB requirements and will require that a plan be presented by Vendor to help them meet their goals.

Clarification and/or Negotiation. During the review process, PCA may request clarification from Vendor for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give Vendor the opportunity to revise, change, or modify its proposal in any way except to the extent of correction of the error. Discussion between PCA and Vendor can only take place after the deadline to receive proposals. PCA reserves the right to conduct discussions with all, some, or none of the vendors submitting proposals. PCA will not assist any vendor in the revision or modification of its proposal nor will PCA assist any vendor in bringing its proposal to the same level of other proposals received by PCA.

Preferences. PCA may apply applicable preferences for Texas resident vendors in the event of a tie. Preferences must be explicitly claimed by Vendor and may not be applicable in procurements and/or contracts involving federal funds. *TEX. GOV'T. CODE §2252.001-.004.*

Texas provisions above are provided as a reference for Vendors and Members, as the Awarding Authority is a Texas Agency.

Vendor responses to solicitations are reviewed and points are assigned by evaluators according to the evaluation criteria stated in the solicitation. PCA functions as a National Purchasing Cooperative in compliance with applicable Texas and other states' laws and regulations concerning cooperative contracting. Vendors responding to solicitations provide services in various locations across the United States and its Territories and offer a variety of products and services in response to any given Solicitation. It is often not practical to compare product or services pricing. Further, where multiple contracts and individual contracts of an Indefinite Delivery Indefinite Quantity (IDIQ) nature are being awarded and where federal Funds may be used under a Contract, consideration of preferences is not required. Accordingly, the Texas provision concerning the evaluation of 'state preference' and the

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preference consideration requirements of any other state will not generally be considered as part of the evaluation process. If an evaluation of the preferences is appropriate for any given solicitation, this will be recorded as part of the evaluation process.

Multiple Awards. Awarding Agency/PCA reserves the right to award multiple contracts. Contract awards will be made to the successful respondent(s) for the total line of services submitted based on the criteria set forth within this document. Because PCA is a national cooperative, it may be in PCA Members best interests to offer multiple contract awards. Awarding Agency/PCA reserves the right to award multiple contracts for the following reasons:

- 1) Geographic location of offices/services;
- 2) Different offerings, such as product lines;
- 3) 'Value Add' offerings;
- 4) Vendor qualifications/market presence;
- 5) Small businesses and large companies offering quality products/services; and
- 6) Other reasons Vendor provides value to PCA membership.

GLOSSARY

In this solicitation and resulting Contract, if any, the following terms shall have meanings as follows:

Purchasing Cooperative of America (“PCA”) – a national cooperative purchasing program managing and administering innovative contracts administered by an Awarding Agency of the State of Texas.

Addendum/Addenda – changes/corrections to the solicitation after it has been published.

Administrative Fee (“Admin Fee”, “Fee”) – the fee paid by Vendors with awarded contracts to fund the cost of the PCA program. The Fee is included in the Vendor’s price as overhead and not issued as a separate line item in any quote or invoice issued to Members.

Awarding Agency – an agency of the State of Texas; PCA Awarding Agencies are members of PCA and as such, are eligible to use PCA contracts.

Best Value – the method by which a contract is awarded, in accordance with applicable laws, rules, and regulations, and includes experience, references, quality of Vendor’s products/services, and price.

Bundling of Contracts – Bundling of two or more PCA awarded contracts of the same vendor as stated in the Proposal will be permitted for the benefit of both the vendor and PCA member agency.

Contract – the entire written agreement between Parties.

Contract, Amendment – a permanent change in a contract; i.e., a correction of an error, an addition to, deletion from, or correction or modification of an existing contract.

Contract, Supplemental – a separate, additional contract entered into between a Member and Vendor to further define the level of service and/or product requirements over and above the minimum defined in the solicitation/Contract; example SAAS, etc.

Contract, Term – period of time, whether an initial term or a renewal term.

Contractor (also Vendor, Company) – a seller/provider of goods/services; the entity/person responding to this solicitation; a PCA Awarded Contractor is the person/entity to whom a contract has been awarded.

EDGAR – U.S. Department of Education’s Education Department General Administrative Regulations. PCA complies with EDGAR regulations in accordance with our role as a purchasing cooperative. PCA

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recommends that PCA Members conduct their own price/cost analysis as it is impracticable or impossible for PCA to perform them as required by law before the exact purchase amount has been determined.

HUB (“Historically Underutilized Businesses”) – local, state or federal designation to businesses deemed to be underutilized in the past, including but not limited to VOSB (Veteran Owned Small Business), MWBE (Minority- and Women-Owned Business Enterprise), and SBE (Small Business Enterprise), etc.

IDIQ “Indefinite Delivery Indefinite Quantity” Contracts – contracts that provide for an indefinite quantity of goods/services for a fixed term.

Member(s) PCA (“PCA Member(s)”, “Member(s)”) – eligible entities are public sector entities including educational entities, governmental agencies and non-taxed non-profit organizations throughout the United States and U.S. Territories, Canada and Mexico, pursuant to the *TEX. GOV’T. CODE § 791*, and *TEX. LOCAL GOV’T. CODE, Chapter 271*, Subchapter F, and similar statutes in other states.

“Party” – either Awarded Contractor or PCA Awarding Agency or PCA or PCA Member.

“Parties” – means both Awarded Contractor and PCA Awarding Agency or PCA or PCA Member.

Pass-Through Costs – costs that Vendor will subtract from the gross contract/purchase order amount before calculating the PCA Administrative Fee; items including specialty insurance, taxes, cost of bonds, and delivery costs.

Procurement – buying, purchasing, renting, leasing or otherwise acquiring materials and services; also includes all functions that pertain to the obtaining of products and services including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Purchase Order (PO) – Member’s written order for Vendor to proceed with providing goods and/or services. Special terms and conditions agreed to by Vendor and Member may be added as to the PO, including such items as requirements concerning certificates of insurance and small-or-disadvantaged business goals.

Scope of Work – overview of the work to be agreed upon between Vendor and Member.

Solicitation – various formats including invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), or other format by which a Vendor is invited to participate in a procurement.

Specifications – a description of purchase or project requirements.

‘Value Add’ – other products/services provided by Vendor that are complementary to this solicitation that may be offered as they would be beneficial to Members.

Vendor – also Company, Contractor; a seller/provider of goods/services; the entity/person responding to this solicitation. A PCA Awarded Contractor is the person/entity to whom a contract has been awarded a PCA Contract.

SECTION 2-ABOUT PCA

PCA Membership and Interlocal Contracting Authority. PCA Membership is open to public sector entities including educational institutions such as public and private schools, independent school districts and charter schools, education service centers, and higher education colleges and universities; and local, state and federal governmental agencies such as municipalities, counties, political subdivisions, federal agencies, other governmental agencies, and non-taxed non-profit organizations throughout the United States and U.S. Territories that follow local governing authority allowing them to utilize contracts procured by PCA and administered by Awarding Agency, pursuant numerous states' joint powers statutes such as, but not limited to:

- *TEX. GOV'T. CODE, Title 7, Intergovernmental Relations, Chapter 791, Subchapter C;*
- *State of Arizona Statutes, Title II, Chapter 7, Intergovernmental Operations, Article 3, Joint Exercise of Powers;*
- *State of New Mexico Statutes, Chapter 11, Intergovernmental Agreements and Authorities, Article 1, Joint Powers Authority;*
- *State of Louisiana Title 39, Subtitle 111, Chapter 17, Part VII and Title 38 Public Contracts;*
- *State of Arkansas, Title 19, Chapter 11, Sub-chapter 2 – Arkansas Procurement Law;*
- *State of Oklahoma, Title 74 State Government, Chapter 31 Interlocal Cooperative Act; and*
- *Other states' joint powers codes may be found listed on the PCA website:*
www.pcamerica.org.

A local government that purchases products and services under the Interlocal Cooperation Act satisfies the requirement of the local government to seek competitive quotes for the purchase of products and services. By using PCA, eligible entities can provide the legally required competition for contracts of commonly purchased products and services, thereby saving the individual entity the time and cost of performing the procurement process. This PCA Contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract.

Vendors are encouraged to sign up their current customers with PCA to continue a positive working relationship. Members benefit by having a multi-year contract and by saving the time and expense of developing solicitations and evaluating responses from numerous vendors.

In states other than Texas, eligible public sector entities using the PCA contract automatically become PCA Members.

Responsibility to Know and Follow Federal, State and Local Laws. It is both the Vendor's and the Member's responsibility to be sure all state purchasing laws and requirements are being followed in the jurisdiction where they are operating.

All local governments, cities, municipalities, counties, K-12 schools, higher education, state and federal agencies may use this contract when awarded. Each PCA Member is subject to its own and jurisdictional requirements. The use of this contract by a Member, along with their signed purchase order or other

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extension of the contract, constitutes acceptance of the contract and completes the interlocal agreement (if required by the entity) between the Awarding Agency and PCA Member.

All Vendors shall also be familiar with Arizona Statutes and shall adhere to these requirements under this contract when working in Arizona, and adhere to other states' statutes, as appropriate.

PCA Members are responsible for ensuring that they are NOT engaged and doing business with any contractor doing business with those individuals, entities or countries sanctioned by the U.S. Government. Effective February 1, 2017, each new PCA contract for goods or services includes a clause that requires the contractor to certify that the contractor does not have scrutinized business operations with any countries sanctioned by the U.S. Government. Also, if Vendor subsequently does business in/with a country that is sanctioned by the U.S. Government, Vendor will immediately notify the PCA Member.

If successful in being awarded a contract, Vendor shall be responsible for obtaining all necessary permits, fees, and licenses as may be required by local authorities having jurisdiction. Vendor is responsible for verifying compliance with local authorities having jurisdiction prior to commencing work. All documents prepared, along with manufacturer's data sheets and spec sheets, shall be submitted for review and approval by authorities having jurisdiction.

Specific applicable sections of federal and state statutes, procedures, or regulations, as well as local requirements, may be added as a Supplemental Contract or on the Purchase Order being issued under this contract as deemed necessary and jointly agreed to by PCA Member and Awarded Contractor.

USMCA and PCA Contracts. Known in the United States as the United States–Mexico–Canada Agreement (USMCA); in Canada, it is officially known as the Canada–United States–Mexico Agreement (CUSMA) in English and the *Accord Canada–États-Unis–Mexique* (ACEUM) in French; and in Mexico, it is called the *Tratado entre México, Estados Unidos y Canadá* (T-MEC). Future trade agreements replacing, modifying, or superseding USMCA may also be used when ratified, as allowed by the signatories.

USMCA allows the United States, Mexico and Canada to contract to buy and sell goods and services. The uniqueness of any contract or how it may be procured is not specified under the provisions of the treaty. It is therefore left to the laws of each of the signatories. Contracts can be accessed through PCA if the U.S., Mexican or Canadian entity involved has the statutory authority and requests its use.

Several Canadian provinces have written into their Joint Powers Statutes the ability for their agencies to exercise mutual joint powers and cooperative agreements. Similarly, the Government of Mexico, its departments and agencies, may be able to sign an intergovernmental contract with PCA for the use of PCA contracts. An intergovernmental contract is not required by PCA or State of Texas.

U.S., Canadian and Mexican entities will know their own contracting requirements and laws governing the use of PCA contracts and the purchasing and the expenditure of funds by their individual agencies.

Financing of PCA. There is no fee to eligible public sector entities join PCA as a member and use PCA contracts. The cost of the PCA program is funded through an Administrative Fee paid by Awarded Contractors (vendors) based on a percentage of Vendor gross sales, less expenses as described in the contract (Pass-Through Costs), or similar calculation, that varies per contract.

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‘Value Add’ Products/Services. PCA solicitations stress the importance of including ‘Value Add’ items to Vendor’s response to emphasize the concept of “best value” other than “low price”. ‘Value Add’ products and services offered must include pricing to be considered for award. See FORM I.

Purchasing Process Using PCA Contracts. Contracts are awarded by PCA’s Awarding Agencies’ governing body following open competition, in compliance with, at a minimum, all applicable Texas procurement rules and regulations. PCA contracts are IDIQ contracts (indefinite delivery indefinite quantity); therefore, Vendor and Member negotiate and agree to the specific scope and specifications of goods and services from Vendor.

PCA Member works directly with Vendor (PCA Awarded Contractor). Member sends their purchase order, with the PCA contract number and title referenced, directly to Vendor. Vendor should not provide goods or perform services without first receiving a properly executed purchase order or other purchase document. Vendor delivers products/services to Member and then invoices the Member. Within the parameters of the approved contract Pricing, Member will pay Vendor timely, in accordance with agreed upon terms/local policy/state statute.

Copies of purchase orders/other approved work orders or purchase documents are part of due diligence and allow the Member entity to pass audits. It is in the interest of Parties to have all purchasing documents properly issued; including having the contract number noted on the documents, with proper signatures/approvals and dates.

PCA is not responsible for lost sales or revenue because a PCA Member failed to properly allocate funds for a purchase under state and/or federal Laws.

SECTION 3-CONTRACT TERMS AND CONDITIONS

This Contract is entered into between PCA Awarding Agency and Awarded Contractor, having submitted a response to **RFP OD-403-24 Cured-in Place (CIP) Rehabilitation for Vertical Sewer Structures** issued by Purchasing Cooperative of America ("PCA", "Cooperative") and whose offer has been accepted and a contract has been entered into by PCA Awarding Agency on behalf of current and future PCA Members. *TEX. LOCAL GOV'T. CODE, Section 271; and TEX. GOV'T. CODE, TITLE 7. INTERGOVERNMENTAL RELATIONS, Chapter 791.*

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PCA Awarding Agency and Awarded Contractor, intend to be legally bound and subject to the terms, conditions, and provisions of this Contract, and agree as follows:

1. **Entire Agreement.** The term "Contract" as used in this document represents the entire agreement between the Parties, and includes the comprehensive collection of the Solicitation; Contract Terms and Conditions; completed and signed forms; Awarded Contractor's solicitation response; addendums to the solicitation, if any; attachments and exhibits, if any; negotiated items in writing that become amendments to the contract; additional agreements (also called "Supplemental Contract" or Master Agreement) in writing between PCA Member and Awarded Contractor; and additional terms, conditions, or instructions contained in each individual purchase order issued by PCA Member.

This Contract supersedes all other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the Parties to this Contract.

In the event of a conflict between this Contract and the solicitation or Awarded Contractor's response to the solicitation, this Contract shall control.

A Supplemental Contract between Awarded Contractor and PCA Member may be established to further detail the terms and conditions and scope and specifications of the PCA Member's specific project. Each Supplemental Contract with each PCA Member will address the performance requirements for the Supplemental Contract including, without limitation, the provision of materials, equipment and labor, whether directly or through sub-contractors. In the event of a conflict between this Contract and the Supplemental Contract, the Supplemental Contract shall prevail unless the Supplement Contract states otherwise. The Supplemental Contract may be added to the PCA Member's purchase order.

In the event of a conflict between this Contract and the Supplemental Contract as it relates to matters solely with either PCA or the PCA Awarding Agency, this Contract shall prevail.

2. **Exceptions to Contract Terms and Conditions and Confidential Information.** Any and all limitations, exceptions, qualifications, special conditions, or deviations from the Contract Terms and Conditions or any of the item specifications must be clearly noted in writing by Vendor at the time of submission of the solicitation response. In the absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted, Awarded Contractor will be held

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accountable to PCA and PCA Members to perform in strict accordance with all Contract Terms and Conditions and all item specifications as written. Where exceptions are contrary to any state or federal law, the law shall prevail.

Vendor should NOT include any information in Vendor's response that they consider proprietary or confidential. PCA Awarding Agency is an agency of the State of Texas and subject to the Texas Public Information Act. *Texas Government Code, Chapter 552*, gives the public the right to access government records. All government information is presumed to be available to the public.

PCA Awarding Agency and PCA cannot be held responsible for releasing any information in Vendor's response that Vendor may consider proprietary or confidential. PCA Awarding Agency and PCA assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors.

3. **Paragraph Titles.** Paragraph titles in the Contract Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any paragraph of this document. Unless otherwise stated, any listing of factors or criteria in this document does not constitute an order of preference or importance.
4. **Use of Contract by PCA Members; Addition of New Members.** Awarded Contractor agrees and understands that this solicitation and Contract may be used to accomplish work for both current and future PCA Members. *TEX. GOV'T. CODE § 2269.407*. It is a benefit to the Awarded Contractor to bring their customers wishing to utilize their products and services into the PCA Cooperative.
5. **Non-Exclusivity.** Nothing in this Contract may be construed to imply that Awarded Contractor has the exclusive right to provide products and/or services to PCA Members. During the Term of this Contract, PCA Members reserve the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Awarded Contractor.
6. **No Agency or Endorsements.** It is the intention of Parties that Awarded Contractor is an independent contractor. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between the PCA Awarding Agency and Awarded Contractor; any PCA Member and Awarded Contractor; or PCA and any of Awarded Contractor's agents, or any PCA Member and any of Awarded Contractor's agents.

Awarded Contractor has no power or authority to assume or create any obligation or responsibility on behalf of PCA Awarding Agency or PCA or any PCA Member; and PCA Awarding Agency and PCA and PCA Members have no power or authority to assume or create any obligation or responsibility on behalf of Awarded Contractor.

This Contract shall not be construed or deemed an endorsement of a specific company or product.

Awarded Contractor agrees that PCA Awarding Agency and PCA, its administration, employees, agents, governing board, and contractors, and PCA Members, its administration, employees, agents and governing board, have no responsibility for the conduct of any of Awarded Contractor's employees, agents, representatives, contractors, or subcontractors.

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7. **Amendments To This Contract.** No amendment of this Contract between PCA Awarding Agency and Awarded Contractor shall be permitted or shall have any effect unless and until a written amendment to this Contract is approved and executed by PCA.

The terms and conditions of this Contract and subsequent written contract amendments shall govern all procurements conducted hereunder. No pre-published terms on Awarded Contractor's estimate or quote, acknowledgments, invoices, or other forms shall have any force or effect unless expressly agreed to by the PCA Member and Awarded Contractor.

8. **Term of Contract; Renewal of Contract.** Term of the Contract is for a period of five (5) years. For commodity and most service contracts, the initial Term of this Contract is for a period of one (1) year, with PCA having the option to renew the Contract for four (4) additional one-year terms, at PCA's sole discretion. For construction-type contracts, i.e., job order contract (JOC) or trades, the initial Term of this Contract is for a period of two (2) years, with PCA having the option to renew the Contract for three (3) additional one-year terms, at PCA's sole discretion. *TEX. GOV'T. CODE § 2269.409*

All of the annual renewals take place automatically unless Awarded Contractor is notified otherwise 30 days prior to the date of renewal. The phrase "Term" in this Contract shall mean the then-current Term of the Contract, whether an initial term or a renewal term.

PCA Awarding Agency and PCA reserve the right to make a contract award for a longer initial term period if it is determined to be in the best interest of the Awarded Agency/PCA and/or PCA Membership. Upon mutual written agreement of both Parties, this contract may be extended beyond the contract expiration date if allowed by state and/or local jurisdiction.

9. **Awarded Contractor Assignment of Contract to Others.** Awarded Contractor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of PCA. Any attempted assignment of this Contract by Awarded Contractor shall be null and void. Any Purchase/Job Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Awarded Contractor without the prior written approval of PCA and, if applicable, the PCA Member.

10. **Compliance with Laws.** Awarded Contractor and their subcontractors shall be responsible for compliance, as is applicable, with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including:

- *Federal Agencies may incorporate by reference FAR and DFARs sections that are appropriate to their projects.*
- *TEX. EDUC. CODE § 44.031(a)(4) "...all school district contracts for the purchase of goods and services, except contracts for the purchase of produce or vehicle fuel, valued at \$150,000 or more in the aggregate for each 12-month period shall be made by the method...that provides the best value for the district [including] an interlocal contract..."*
- *TEX. EDUC. CODE § 51.9335(a)(4) "...each institution of higher education, as that term is defined by Tex. Educ. Code § 61.003, including each public junior college to the extent possible, "may acquire goods or services by the method that*

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provides the best value to the institution, including...a group purchasing program."

- *TEX. EDUC. CODE § 73.115(a)(4) "...University of Texas at El Paso "may acquire goods or services by the method that provides the best value to the institution, including... a group purchasing program."*
- *TEX. EDUC. CODE § 74.008(a)(4) "...University of Texas Medical Branch at Galveston "may acquire goods or services by the method that provides the best value to the medical branch, including...a group purchasing program." Other Texas Universities are also covered under Texas Codes with the same text.*
- *TEX. LOCAL GOV'T. CODE Chapter § 271.01, Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments.*
- *TEX. LOCAL GOV'T. CODE Chapter § 262, Purchasing and Contracting Authority of Counties.*
- *24 C.F.R. 85.36(b)(5) Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments. "To foster greater economy and efficiency, grantees and sub-grantees [of federal funds/grants] are encouraged to enter into state and local intergovernmental agreements for procurement or use of common goods and services."*
- *All contracts made by the non-federal entity under a federal award must contain the appropriate provisions of 2 CFR, Part 200-Appendix ii. 2 C.F.R. § 200.319 – Full and Open Competition. Cooperative purchasing programs must include a clear and accurate description of the scope of work or goods required by the responsive vendor. Cooperative purchasing programs placing overly restrictive requirements on solicitation risk noncompliance with the full and open competition requirements.*
- *2 C.F.R. § 200.320 – Geographic Preferences. Any geographic preferences that a cooperative purchasing program uses when evaluating vendor proposals and any pre-negotiated agreements that favor or give preference to local suppliers violate 2 C.F.R. § 200.319(b) and restrict of competition.*
- *2 C.F.R. § 200.320 – Procurement Method. Cooperative purchasing programs must comply with allowable procurement methods. Some of these methods of procurement require public advertisement or publication of solicitations, solicit bids from an adequate number of known suppliers, and award contracts to the responsible, responsive firm with the lowest price or to the responsive firm whose proposal is most advantageous to the program with price and other factors considered.*
- *2 C.F.R. § 200.321. Socio-economic Contracting. Federal entity purchasers must ensure cooperative purchasing programs take the applicable affirmative steps to encourage participation of small businesses, minority businesses, and women owned enterprises. Failure to take certain affirmative steps violates 2 C.F.R. § 200.321.*
- *2 C.F.R. § 200.323. Cost or Price Analysis. Federal purchases must always conduct an independent cost or price analysis when using cooperative purchasing agreements.*
- *2 C.F.R. § 200.326. Contract Provisions. Cooperative purchasing programs at times do not include the federally required contract provisions in their agreements with vendors. All state and federal purchase contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards). Each individual contract must be independently reviewed for compliance.*

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- *All contracts made by the non-federal entity under a federal award must contain the appropriate provisions of 2 CFR, Part 200-Appendix ii.*
- *Workers Compensation laws*
- *Minimum/maximum salary and wage statutes and regulations; prompt payments*
- *Licensing laws and regulations*
- *Davis-Bacon Act (40 U.S.C. § 276a/29 CFR Part 5)*
- *Copeland “Anti-Kickback” Act (18 U.S.C. § 874/29 CFR Part 5)*
- *Equal Employment Opportunity (in compliance Executive Order 11246, amended by E.O. 11375 and supplemented by DOL Reg. 41 CFR Part 60)*
- *Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-330/29 CFR Part 5)*
- *McNamara-O’Hara Service Contract Act (41 U.S.C. 351)*
- *Section 306 of the Clean Air Act (42 U.S.C. § 1857.h.)*
- *Section 508 of the Clean Water Act (33 U.S.C. § 1368)*
- *Executive Order 11738, EPA regulations (40 CFR Part 15)*
- *Administrative Requirements for Grants and Cooperative Contracts to state-, local-and federally-recognized Indian tribal governments (24 CFR Part 85)*
- *Mandatory standards and policies contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)*
- *FEMA Requirements, If Applicable*
- *A non-federal entity receiving federal funds, such as a Public Assistance award to restore a damaged building, must comply with the conditions attached to the grant. A non-federal entity must comply with the procurement requirements imposed by Federal law, executive orders, and federal standards and regulations, as these exceed the authority over non-federal requirements, such as local or state procurement standards, to the extent they conflict with Federal requirements. A non-federal entity must not make any award or permit any award at any tier to parties listed on the governmentwide exclusions in the System for Award Management (SAM), which can be found at www.sam.gov. In response to this requirement, PCA requests that Form F in Section 4 be signed and dated.*

For Arizona Purchase Orders under this contract:

- *AZ 34-607 as revised, will apply, and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to Members*
- *Arizona “Cancellation or Conflict of Interest” A.R.S. 38-511*
- *Records Retention: School Code R7-2-1083 by A.R.S. 35-214 and 35-215*
- *A.R.S. 41-4401 and 23-214(A) “Federal Immigration and Nationality Act” (FINA)*
- *A.R.S. 15-512(H) provides for fingerprinting for contractors and subcontractors, and Awarded Contractors to be fingerprinted where frequent or regular services are performed on school grounds.*

Awarded Contractor is responsible to:

- *Maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. All permits will be acquired by*

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Awarded Contractor and invoiced to the PCA Member, at cost, as part of the Purchase Order, unless otherwise provided by the PCA Member.

- *Comply with all state and local building code requirements unless other-wise specifically provided in the Member's Purchase Order or Job Order, and Awarded Contractor must pay all fees and charges for connections to outside services and for use of property outside the project site, as agreed to with the PCA Member.*
- *Be acquainted with and comply with the regulations and laws of each state and jurisdiction (where they operate) that govern payment retention and progress payments for public projects.*

11. **Additional DFARs Federal Security Requirements for PCA Members and Awarded Contractors.** Some federal agencies require certifications from contracted primary and sub-tier Awarded Contractors that conform to the Cybersecurity Maturity Model Certification (CMMC) and other requirements, as mandated by the U.S. Department of Defense under FAR Clause 52.204-21, NIST Special Publication 800-171 per the Defense Federal Acquisition Regulation Supplement (DFARs) 252.204-7012 (3, 4, and 5).

PCA contracts allow federal agencies the ability to have a supplemental contract that meets their additional requirements; and these additional requirements would take precedent with total project/contract control with that agency. Sub-tier companies working on those projects have to be certified. Universities working under the above contract certifications will be required to have the appropriate certification level(s); this includes the university's sub-tier contractors.

12. **Force Majeure.** Force Majeure shall include, but is not limited to acts of God (except natural phenomena such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); acts of man such as work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage. Also, services may be impacted unexpectedly by governmental restraints or decrees, provided they affect all companies in the Awarded Contractor's industry equally and are not actions taken solely against the Awarded Contractor.

Parties will be required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the Party seeking relief under this paragraph. The Party seeking relief due to Force Majeure will be required to promptly notify the other Party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the contract has not been terminated in the interim.

Delay or failure of performance, by either Party to this contract, caused solely by a Force Majeure event shall be excused for the period of delay caused solely by the Force Majeure event, provided the affected Party has promptly notified the other Party in writing. Neither Party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

Neither PCA nor PCA Members will be responsible for any costs incurred by an Awarded Contractor because of the Force Majeure event unless the PCA Member has requested, in writing, that the Awarded Contractor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event.

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Notwithstanding any other provision of this paragraph, in the event the Awarded Contractor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, PCA Member shall have the option to terminate this Contract. Furthermore, this paragraph shall not be interpreted as to limit or otherwise modify any of the PCA Member's rights as provided elsewhere in this contract.

13. **Governing Law and Exclusive Venue.** The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving PCA Awarding Agency must be brought exclusively in the state and federal courts located in County of Harris County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts. Any dispute not involving PCA Awarding Agency but involving a PCA Member and Awarded Contractor shall be governed by the laws of the state of the PCA Member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the Member.

In any contract dispute arising between PCA Members and Awarded Contractors every effort should be made by the parties to negotiate in good faith before legal action is taken. The parties may elect to use an impartial Ombudsman or Arbitrator to work with both parties to negotiate an amical settlement.

14. **Indemnification.** AWARDED CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS PCA AWARDING AGENCY, PCA, AND EACH PCA MEMBER, INCLUDING MEMBERS' DIRECTORS, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, REASONABLE EXPENSES, REASONABLE ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM ACTS OR OMISSIONS OF AWARDED CONTRACTOR, AWARDED CONTRACTOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS CONTRACT FOR WHICH THE PCA AWARDING AGENCY OR PCA HAS NOT CONTRIBUTED TO THE ACTS OR OMISSIONS, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM AWARDED CONTRACTOR IS REQUIRED TO DELIVER. AWARDED CONTRACTOR'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY PCA MEMBER.

PCA MEMBER SHALL INDEMNIFY AND HOLD HARMLESS AWARDED CONTRACTOR, INCLUDING AWARDED CONTRACTOR'S DIRECTORS, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, REASONABLE EXPENSES, REASONABLE ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM ACTS OR OMISSIONS OF PCA MEMBER OR PCA MEMBER'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS CONTRACT FOR WHICH THE AWARDED CONTRACTOR HAS NOT CONTRIBUTED TO THE ACTS OR OMISSIONS, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM AWARDED CONTRACTOR IS REQUIRED TO DELIVER. PCA MEMBER'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY PCA MEMBER.

15. **Commitment of Current Revenue.** Awarded Contractor acknowledges that many Texas governmental entities, including educational entities, are required to include a clause in

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accordance with *TEX. LOCAL GOV'T. CODE § 271.903* concerning appropriation of funds for multi-year contracts. Other states may have similar statutes.

PCA Members shall provide written notice on non-availability of funds at least ninety (90) days in advance of the event. PCA Member is obligated to pay any remaining unpaid balance for fees owing for services already provided.

Parties acknowledge that this Contract, any Supplemental Contract, any Purchase/Delivery/Job Orders are commitments of the current revenue of PCA Member only.

16. **Notice.** Any notice provided under the terms of this Contract by one Party to the other Party shall be in writing and shall be sent by hand-delivery, by certified or registered mail, return receipt requested, or by email pcamerica@pcamerica.org and require a read receipt. Notice shall be deemed effective upon receipt. Electronic signature is legal and acceptable.
17. **Notification of Material Change in Awarded Contractor Operations.** Awarded Contractor is required to use reasonable efforts to notify PCA of any material change in operations that is likely to adversely impact its performance of all its obligations under this Contract, including, but not limited to, major changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within **thirty (30) business days** of such change, or as soon as is practicable.
18. **Equal Opportunity; Equal Employment Opportunity (EEO) Disclosures.** It is the policy of PCA Awarding Agency and PCA not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Awarded Contractor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), gender (except where based on a bona fide occupational qualification) or race, color, religion, national origin or ancestry, handicapping condition, marital status, political affiliation or belief, or veteran status. Awarded Contractor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract. A final, non-appealable judgment by a court of competent jurisdiction under which Awarded Contractor was proven to discriminate in violation of this paragraph will constitute Awarded Contractor's material breach of this Contract, whereupon PCA Awarding Agency may terminate this Contract.
19. **Working on PCA Member's Property.** Awarded Contractor, its employees, subcontractors, and subcontractor's employees may not use or possess any weapons, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on PCA Member's property, nor may such workers be intoxicated or under the influence of alcohol or drugs on PCA Member's property.
20. **Subcontractors, If Applicable.** Awarded Contractor shall be fully responsible to the PCA Member for all acts and omissions of the subcontractors used in the performance of any part of this Contract.

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Nothing in this Contract shall create any obligation on the part of PCA or PCA Members to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law.

Prime contractors agree that they are knowledgeable about 2 C.F.R. § 200.321, and when required will demonstrate the “six affirmative steps” when selecting subcontractors, when applicable.

21. **Insurance.** If applicable, Vendor is required to provide a Certificate of Insurance with its solicitation response and to provide PCA Member with copies of certificates of insurance, naming the Member as additional insured for Texas Workers Compensation and General Liability Insurance, **within fourteen (14) business days** of receipt of purchase order from PCA Member. Certificates of Insurance including policy number, name and address of Awarded Contractor, limits of liability, and policy effective dates shall be delivered to Member prior to commencement of any work under this Contract. The insurance company insuring Awarded Contractor shall be licensed in the state in which Member is located and shall be acceptable to the Member. Awarded Contractor shall give Member a minimum of **ten (10) days’** notice prior to any modifications or cancellation of said policies of insurance. Awarded Contractor shall, at all times during the Term of this Contract, maintain insurance coverage with not less than the type and state statutory requirements. Awarded Contractor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage with comparable limits of liability. Such insurance is to be provided at the sole cost of the Awarded Contractor. Specialty insurance, such as “marine insurance”, if required for a Purchase Order, may be listed as a line item and the expense passed through to the Member.

All policies of insurance shall waive all rights of subrogation against PCA Members, and Members’ officers, employees and agents.

Minimum Insurance Requirements

•	Auto Liability Coverage: Single Limit, each accident/any auto	\$1,000,000
•	Commercial General Liability:	
	Bodily injury and property damage, each occurrence	\$1,000,000
	Damage to Rented Premises, each occurrence	\$50,000
	Personal and Advertising Injury	\$1,000,000
	General Aggregate-other than Products/Completed Operations	\$2,000,000
	Products/Completed Operations Aggregate	\$1,000,000
•	Umbrella/Excess Liability, each occurrence	\$1,000,000
	Umbrella/Excess Liability, aggregate	\$1,000,000
•	Workers Compensation:	State’s Statutory Limit
	Employers’ Liability	
	Bodily injury by accident, each accident	\$1,000,000
	Bodily injury by disease, each employee	\$1,000,000
	Bodily injury by disease, policy limit	\$1,000,000

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22. **Performance and Payment Bonds, if Applicable.** If applicable, Awarded Contractor agrees to provide performance bonds and/or payment bonds to PCA Member, as required by law, based on the amount or estimated amount of any Purchase Order or Job Order. In Texas, *TEX. GOV'T. CODE § 2269.411; TEX. GOV'T. CODE § 2253.021; TEX. TRANSP. CODE, Subchapter D, Chapter 22; and TEX. TRANSP. CODE, Chapter 22* apply. Other states may have similar statutes.
- Awarded Contractor shall submit a letter from a registered bonding (surety) company stating the maximum bonding capacity per project and in aggregate. If possible, also list the bond rate.
23. **PCA Member Support.** Awarded Contractor shall provide timely and accurate technical advice to PCA staff and PCA Members. Awarded Contractor shall provide reasonable training to PCA Members regarding products/services supplied under this contract by the Awarded Contractor, upon request, preferably at no additional charge.
24. **Damage to Member's Property.** In the event and to the extent of loss, damage, or destruction to property owned by PCA Member is caused by Awarded Contractor or its representative, agent, employee, or subcontractor, Awarded Contractor shall indemnify PCA Member and pay to PCA Member the full cost of repair or replacement of such property, whichever is greater. Payment shall be due within **thirty (30) days** of Awarded Contractor's receipt of written notice of PCA Member's determination of the amount due. If Awarded Contractor fails to make timely payment, PCA Member may obtain such money from Awarded Contractor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Awarded Contractor by PCA Member.
25. **Website Support.** Awarded Contractor agrees to cooperate with PCA in publicizing contract information on the PCA website. Awarded Contractor also agrees to work with PCA in updating and maintaining current information on Awarded Contractor activities related to the Contract on the PCA website. Awarded Contractor agrees to provide an electronic version of its logo for use on the PCA website upon request and provide other contact information as reasonably requested by PCA to help ensure that the PCA website is current and consistently updated. Awarded Contractor agrees to promote its PCA contract by prominently displaying the PCA logo on its website, per company policy, and provide a link to its website from the PCA website at www.pcamerica.org.
26. **Promotion of Contract Marketing Plan.** The marketing of Awarded Contractor's company, products and/or services shall be the sole responsibility of Awarded Contractor. PCA will supply Awarded Contractor with the PCA Members List. Members will know the requirements for PCA Membership in the jurisdictions in which they operate. PCA will work with Awarded Contractors to assist their customers to complete the PCA Membership process. Other items geared toward the joint-marketing of PCA and Awarded Contractor's company and its products/services shall be at PCA's sole discretion.

For so long as this Contract is valid and enforceable between the parties, Awarded Contractor agrees to promote its PCA contract with its current customers and future customers/PCA Members, as agreed to, including the display of the PCA seal in its marketing materials and on Awarded Contractor's website per Awarded Contractor's company policy. Awarded Contractor shall submit promotional materials to PCA and obtain written approval before Awarded Contractor finalizes or publishes promotional material bearing the PCA name or seal. Awarded

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Contractor may not release any press release or other publication regarding this Contract or PCA unless and until PCA first approves the press release or publication in writing.

Encouraging Members to circumvent this Contract by purchasing directly from Awarded Contractor may result in suspension or termination of Awarded Contractor's PCA contract.

27. **New Products/Job Order Contracting-Construction Only.** New products and pricing, or non-pre-priced, will be handled as defined in the Unit Price Book used by Awarded Contractor. Sales and installation of proprietary new technology, software and equipment may be accomplished by taking the manufacturer's published retail price on equipment and installation and applying the contractor's bid coefficient and local cost index.
28. **Engineering Services.** Awarded Contractors doing work in Texas may NOT provide Engineering Services via this contract per *TEX. GOV'T. CODE § 2254.004* and 791.011. In Texas, if engineering or architecture is required, the selection for such professional services shall be made by the PCA Member per Texas law. **Awarded Contractors working in states other than Texas shall follow the requirements of those jurisdictions.**
29. **Title and Risk of Loss, If Applicable.** Whenever a PCA Member is purchasing and not leasing a product under this contract, title and risk of loss shall pass upon the later of Member's acceptance of the product or payment of the applicable invoice.
30. **Records Retention.** Awarded Contractor shall maintain its records and accounts in a manner that shall assure a full accounting for all products/services provided by the Awarded Contractor to PCA Members under this Contract. These records and accounts shall be retained by Awarded Contractor and made available for review for a period agreed to by PCA Member and Awarded Contractor, or as required by law.

If an audit or contract compliance review has been announced to Awarded Contractor in writing, the Awarded Contractor shall retain its records and accounts until such audit or compliance review has been completed.

31. **PCA Administration Fee and Monthly Report**
PCA Administrative Fee

- PCA Administrative Fee ("Admin Fee") for this solicitation/subsequent contract is found in SECTION 6-PRICING.
- Awarded Contractor shall honor and pay the Admin Fee for all sales that occur resulting from this Contract within **thirty (30) days** from the date Awarded Contractor receives payment from PCA Member, whether for progress payment, completion of work, or payment for delivered goods.
- In the event that Awarded Contractor's PCA contract expires or is terminated, Awarded Contractor agrees to pay the Admin Fee for all projects extending beyond the expiration or termination date for those Purchase/Delivery/Job Orders received prior to expiration or termination.
- Pass-Through Costs that are subtracted from the gross contract/purchase order amount before calculating the Admin Fee include items such as specialty insurance, taxes, cost of bonds, and delivery costs.

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- Awarded Contractor shall make the check payable to “Purchasing Cooperative of America” and send the check to ‘Purchasing Cooperative of America’, P.O. Box 604, Hico, TX 76457.
- Check may be mailed with the monthly report. Include the PCA contract number.
- Failure to pay the PCA Admin Fee in a timely manner may result in suspension or termination of this Contract.

Monthly Report

- Awarded Contractor shall provide PCA with a detailed monthly report and pro forma showing the total dollar volume of all sales under this Contract for the previous month in Microsoft Excel, in the format and with the information specified by PCA.
- Reports are due monthly by the 15th day of the following month.
- Awarded Contractor is responsible for collecting and compiling all sales under this Contract from all PCA Members and submitting one (1) consolidated monthly report.
- The monthly report shall include, at a minimum, the date of each PCA Member/customer P. O. with scheduled start and completion date, sale/project description, P. O. number, Member/customer name, city/town, and P. O. total dollar amount.
- Include an overview of pending projects (the “pro forma”) on the Monthly Report.
- Awarded Contractor (Vendor) shall submit a copy of PCA Member/customer Purchase Order and/or supplemental agreement as well as change orders made prior to project completion along with the mandatory monthly report.
- Reports shall be submitted to PCA at P.O. Box 604, Hico, Texas 76457, along with a check for Admin Fees made out to ‘Purchasing Cooperative of America’ or ‘PCA’ and electronically to Reports@pcamerica.org. Reports should be emailed each month even if there is “No Activity”. If Awarded Contractor has more than one PCA contract, please submit separate monthly reports (and separate checks).
- Monthly Report form may be found at www.pcamerica.org on the Forms Tab.

32. **Additional Fees and Reporting Information.** Some states and other government/non-profit agencies require an additional fee to use another state’s or agency’s contracts in their jurisdiction. If an additional fee is requested and Awarded Contractor agrees, Awarded Contractor shall submit copies of the purchase orders involved and pay the additional fee to PCA who will then pay the entity involved. Additional fees must be discussed with PCA prior to acceptance of additional fee charges.

If this Contract is adopted by another cooperative or entity, Awarded Contractor is still responsible for PCA fees based on the work performed for that entity, cooperative and/or that cooperative’s members. All such work shall be reported on the PCA Monthly Report and fees paid accordingly.

Awarded Contractors may not use PCA contract to request a contract from another agency or purchasing cooperative without the written approval of PCA. To do so without PCA written approval will automatically violate the provisions of this contract resulting in its immediate

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cancellation. Other cooperatives desiring to utilize PCA contracts must sign an Interlocal Agreement or contract with PCA defining the contract's use and PCA payment requirements.

33. **Right to Review, Audit and Inspect.** PCA/PCA Members or Comptroller General of the United States and, when applicable, any federal or state agency (and authorized representatives) awarding funds/grants for the specific PCA Member project/purchase shall, upon written notice, have the right to reasonably audit and examine Awarded Contractor's records and accounts relating to this Contract and inspect projects performed by Awarded Contractor relating to this Contract. Records shall be open to reasonable inspection and audit review and/or reproduction to the extent necessary to adequately permit evaluation and verification of:
- a. Awarded Contractor's compliance with this Contract and the requirements of the solicitation.
 - b. Compliance with procurement laws, policies, and procedures, including, without limitation, reviewing/comparing pricing on invoices for Awarding Agency or PCA Members.
 - c. Compliance with provisions for computing billings to Members.
34. **Supplemental Contracts** Awarded Contractor and PCA Member may enter into a separate, Supplemental Contract per purchase order. Any Supplemental Contract developed in addition to this Contract and/or the solicitation is exclusively between the PCA Member and Awarded Contractor and shall have no effect or impact on PCA Awarding Agency, PCA, any other PCA Member, or this Contract. Any Supplemental Contract between Awarded Contractor and PCA Member may be subject to cancellation following a cure period by the PCA Member, without penalty to the PCA Member, if, in the opinion of the PCA Member, the quality standards, service standards, build specification requirements, and/or the terms and conditions are not maintained as stated in the Supplemental Contract. Copies of all supplemental agreements and purchase orders shall be sent to PCA by Awarded Contractor as part of this Contract.
35. **PCA Member Tax Exempt Status.** PCA Members that are Texas governmental agencies are exempt from payment of Texas State Sales Taxes under *TEX. TAX CODE § 151.310* for the purchase of tangible personal property. Other states may have similar laws. PCA Members shall not be liable for any sales taxes resulting from this Contract, except where otherwise required by law.
36. **Awarded Contractor-Tax Responsibilities and Indemnification for Taxes.** Awarded Contractor is responsible for complying with the federal government's and all states' tax laws of states in which they work. Awarded Contractor and all subcontractor(s) of Awarded Contractor shall pay all federal, state, and local taxes applicable to Awarded Contractor's operation, any persons employed by Awarded Contractor, and all subcontractors of Awarded Contractor.
- Awarded Contractor shall require their subcontractors to hold harmless the PCA Member from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers Compensation, shall be the sole responsibility of Awarded Contractor to assure that these payments have been made by the subcontractors.
37. **Sales Tax-Texas Only.** Upon request and as appropriate, each Member will provide a Tax Exemption Certificate to the Awarded Contractor. Texas government entities that are public

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jurisdictions that are exempt from Texas sales, excise, and use taxes. Unless otherwise specified in this solicitation, Texas sales tax will not be included in any delivery order or purchase order or invoice submitted by any Awarded Contractor unless the Awarded Contractor has requested a Texas Sales Tax Exemption Certificate from the Member in writing and failed to receive the same within a reasonable period of time. The Limited Sales, Excise, and Use Tax Laws recognize the inclusion of tax exemption information as part of a purchase order document to be as binding as if it had been submitted separately, and by responding to this solicitation, Awarded Contractor has agreed to accept tax exemption information in such form.

38. **Taxpayer Identification Number and Certification, W-9.** To receive payment under this Contract, Awarded Contractor shall have a current IRS W-9 Form on file with PCA Member.
39. **Tax Requirements of States Other than Texas.** PCA Members outside of Texas will pay only the rate and/or amount of taxes per the purchase order sent to the Awarded Contractor as appropriate to the specific PCA Member.

State and Local Transaction Privilege Taxes – The PCA Member is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sales of products and are the sole responsibility of Awarded Contractor, as the seller, to remit. Failure to remit taxes from the PCA Member, as the buyer, does not relieve Awarded Contractor, as the seller, from its obligation to remit taxes.

40. **Severability.** In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
41. **Waiver.** No claims or rights arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party.

No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

42. **Remedies for Non-Performance of Contract and Termination of Contract.** In any contract dispute arising between PCA Member and Awarded Contractor every effort should be made by the parties to negotiate in good faith before legal action is taken. The parties may elect to use an impartial Ombudsman or Arbitrator to work with both parties to negotiate an amicable settlement.

Should the participating PCA Member suspect or find that the Awarded Contractor or any of its subcontractors are not in compliance, PCA Member may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

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This Contract shall remain in effect until:

- a. Contract expires by its Terms.
- b. Terminated For Convenience: PCA Awarding Agency and PCA Contractor may terminate this Contract, in whole or in part, without penalty and without cause, by giving **thirty (30) days'** written notice to Contractor.
- c. Terminated For Cause: PCA Awarding Agency may terminate this contract if Awarded Contractor fails to perform as agreed or is not performing to the standards expected by PCA Member and PCA.
- d. Terminated for Cause: Awarded Contractor may terminate the Contract in the event of a breach by PCA Member, including PCA Member's failure to pay Awarded Contractor as mutually agreed upon for its services, upon written notice to PCA.
- e. Contract is terminated by mutual consent of PCA Member and Awarded Contractor with **thirty (30) days'** written notice. All active purchase orders must be completed.

PCA Awarding Agency and PCA further reserves the right to terminate the Contract immediately in the event Awarded Contractor fails to:

- f. Meet schedules, deadlines, and/or delivery dates within the time specified in the solicitation, this Contract, and/or a Purchase/Job Order;
- g. Make any payments owed; or
- h. Otherwise perform in accordance with this Contract and/or the solicitation.

PCA Awarding Agency may terminate the Contract with written notice to Awarded Contractor if PCA believes, in its sole discretion, that it is in the best interest of PCA Awarding Agency, PCA or PCA Members to do so.

Awarded Contractor agrees that PCA Awarding Agency and PCA shall not be liable for damages in the event that PCA Awarding Agency and PCA declares Awarded Contractor to be in default or breach of this Contract and/or the solicitation.

In the event of a breach or default of the Contract by Awarded Contractor, PCA Member reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Member.

43. **Disclosure of Interested Parties-Texas Requirement.** Pursuant to *TEX. GOV'T. CODE § 2252.908* the Texas Ethics Commission (TEC) has adopted a Certificate of Interested Parties, Form 1295, and rules requiring business entities and state agency personnel to file on the TEC website at <https://www.ethics.state.tx.us/tec/1295-Info.htm>. It is Awarded Contractor's responsibility to comply with all disclosure laws including Chapter 2252. If Vendor is a publicly-traded entity or a subsidiary of a publicly-traded entity, effective January 1, 2018, Vendor is not required to file Form 1295. Disclosure will not be handled by PCA on behalf of PCA Member.
44. **PCA Awarding Agency and PCA Reservations.** PCA reserves the right to:
 - a. Cancel this solicitation in whole or in part, at the sole discretion of PCA.
 - b. Accept, reject, or negotiate modifications in any terms of the Awarded Contractor's proposal or any parts thereof.

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- c. Conduct oral interviews/discussions or presentations necessary to select the best value Awarded Contractor and/or to obtain competitive pricing.
 - d. Reject and/or disqualify any or all proposals received, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of Awarded Agency/PCA and/or PCA Members.
 - e. Waive any formalities, technicalities, or other defects if deemed in the best interest of PCA and/or PCA Members; Request clarification and/or correction of Awarded Contractor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities.
 - f. Award one or more contracts, in part or in whole, to a single or to multiple Awarded Contractors, in PCA sole discretion.
 - g. Make all decisions regarding this solicitation, including, without limitation, the right to decide whether a proposal substantially complies with the requirements of this solicitation.
 - h. Remove, for good and reasonable cause, any Awarded Contractor personnel working under this contract.
45. **Conflicts of Interest.** Conflicts of interest relating to this Contract are strictly prohibited. Except as otherwise expressly provided herein, no Party hereto nor any director, employee or agent of any Party shall give to or receive from any director, employee or agent of any other Party any gift, entertainment or other favor of significant value, or any commission, fee or rebate in connection with this Contract. Likewise, no party nor any director, employee or agent of any Party, shall without prior notification thereof to all Parties enter into any business relationship with any director, employee or agent of another Party or of any affiliate of another Party, unless such person is acting for and on behalf of the Party or any such affiliate.
46. **Warranty, Equipment and Installation, If Applicable.** Manufacturer shall provide unlimited and non-prorated warranty on the performance of the CIPM Liner materials for 20 years and Certified Installer shall provide 1-year labor warranty to repair or replace any failing conditions of the liner in the structure. Certification of the conforming warranty shall be provided prior to approval of the submittals and award of contract.

The cured-in-place liner system shall be repairable at any time during the life of the structure, with the same type of liner system materials used in the original installation, including repair or lining of the upper chimney portion where grade adjustments have been made. Repair/lining materials shall be of the type that will bond to the original liner materials. Vendor warrants its workmanship provided hereunder, including its subcontractors' workmanship, shall be free of material defects from the date of substantial completion. All warranties hereunder, including without limitation those for defects, whether latent or patent, in design, engineering, or construction, shall terminate as noted above. and thereafter, Vendor will have no liability for breach of any warranty or for any latent or patent defect of any kind. During the Vendor warranty period, Vendor, or Vendor's subcontractors, will correct its defects, and/or Vendor will work with the equipment or material manufacturer to facilitate the manufacturer's correction of the equipment or material defect. This warranty expressly excludes any remedy for damage or defect caused by improper use, improper or inadequate maintenance, operations of the installed equipment by users other than Vendor or its subcontractors; corrosion; erosion; deterioration; abuse; modifications or repairs not performed by an authorized Vendor subcontractor; improper

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operation; or normal wear and tear under normal usage. If a warranty issue arises on any equipment or material installed after the-Vendor warranty period,-and the equipment or material has a warranty period that exceeds the period as noted above PCA Member shall contact the manufacturer directly to resolve such warranty issues and PCA/PCA Member acknowledges that the manufacturer shall have sole responsibility for such issues.

47. **Payments.** PCA Member shall remit to Awarded Contractor within 30 days of receipt of invoice for fees for services performed/expenses incurred, as set forth in the applicable purchase order. In the event that PCA Member fails to pay any undisputed invoice or undisputed portion thereof when it comes due, Awarded Contractor may assess interest on such outstanding payment at an amount of one and one half percent (1.5%) per month or the maximum amount permitted under applicable laws, whichever is less, until such amounts are satisfied.
48. **Confidentiality.** Pursuant to services to be provided under this Contract, each Party may have access to information that is confidential to the other Party. "Confidential Information" shall consist of, but is not limited to, all information clearly identified as confidential, all technical, statistical, proprietary, financial, business and commercial information, and such other information that is of a nature which both Parties should reasonably understand to be confidential. Confidential information shall not include information that: (i) is or becomes a part of the public domain through no act or omission of the receiving Party; (ii) was in the receiving Party's lawful possession prior to the disclosure; and (iii) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information.

The Parties agree, unless required by law (including any public records law), not to make each other's Confidential Information available in any form to any third party for any purpose, except that access to and the use of Confidential Information may be provided to those third parties comprised of a Party's affiliates, and its and their directors, officers, employees, agents, consultants, advisors and contractors ("Representatives") that: (i) have a need to use and access such Confidential Information in performing its obligations under this Contract and (ii) are bound by an obligation of confidentiality at least as restrictive as the confidentiality restrictions of this Contract. Each Party agrees to take reasonable steps required to ensure that Confidential Information is not disclosed or distributed by its Representatives of the Terms of this Contract. Each Party agrees, to the extent lawful, to inform the other Party in advance of any required disclosure under applicable law of the disclosing Party's Confidential Information.

SECTION 4-VENDOR RESPONSE INSTRUCTIONS AND FORMS

Electronic Solicitation Response and Submission. PCA utilizes the Bonfire eProcurement system for posting solicitations and receiving Vendor responses to solicitations. Questions regarding the Bonfire application will be answered by Bonfire Vendor Support Team at support@gobonfire.com.

Current minimum system requirements for Bonfire: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

Submission Restrictions. Bonfire restricts individual documents larger than 1,000 MB. Documents larger than the requirement will need to be divided into smaller sizes and uploaded as separate documents.

If Vendor is submitting a large catalog online, Vendor must provide the URL, login and password to access the site/file.

Questions regarding the PCA solicitation will be accepted up to 5 business days prior to the due date and must be submitted online in Bonfire. Questions and answers will be posted in Bonfire and emailed to all potential responders who have already downloaded the solicitation.

Vendors are responsible for making sure, when using Electronic Signatures, that the signatures are actually transferring to the documents being uploaded into Bonfire.

PCA and Awarding Agency cannot accept responsibility for technical difficulties that Vendor may encounter when submitting documents electronically. Vendor must inform PCA as soon as possible of upload problems. If the problem cannot be fixed quickly, a deadline extension (in an addendum) may be issued and posted on the website for download and inclusion in submittal.

PCA and Awarding Agency assume no financial responsibility for any costs incurred by Vendor in developing and submitting a response, addenda or participating in pre-proposal meetings, in any type of negotiation sessions or discussions, or any other costs incurred by Vendors pursuant to this solicitation.

Exceptions to Contract Terms and Conditions. Any and all limitations, exceptions, qualifications, special conditions, or deviations from the Contract Terms and Conditions must be clearly noted in writing by Vendor at the time of submission of the solicitation response. In the absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted, Awarded Contractor will be held accountable to Awarding Agency/PCA and PCA Members to perform in strict accordance with all Contract Terms and Conditions and all item specifications as written.

Confidential Information in Vendor Response. Vendor should not include any information in Vendor's response to this solicitation that they consider proprietary or confidential.

PCA Awarding Agency is an agency of the State of Texas and subject to the Texas Public Information Act. *Texas Government Code, Chapter 552*, gives the public the right to access government records. All government information is presumed to be available to the public.

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Proposals submitted to PCA as a result of this solicitation may be subject to release as public information before PCA Member decides to work with an Awarded Contractor or after contracts are executed or the procurement is terminated.

PCA Awarding Agency and PCA cannot be held responsible for releasing any information in Vendor's response that Vendor may consider proprietary or confidential. PCA Awarding Agency/PCA assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors.

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VENDOR RESPONSE INSTRUCTIONS

Questions using Bonfire? support@gobonfire.com

Questions about the RFP? Questions about the RFP cannot be answered by PCA staff while the RFP is out for response. To submit your question(s) in Bonfire, go to the corresponding RFP in Bonfire and enter your question in the **'Messages Section' in the Public Notice Tab. Answers will be posted there also.**

Forms for Bonfire Steps 1-4 are in RFP SECTION 4–SOLICITATION RESPONSE-FORMS AND INSTRUCTIONS

Step 1. FORM A-Offer Acceptance & Contract Signatures Form. **.pdf and upload completed Form A.**

Step 2. FORM A-1-EXCEPTIONS TO CONTRACT TERMS AND CONDITIONS. **Leave blank if 'No Exceptions' was checked on Form A. If 'With Exceptions' was checked on Form A, complete Form A-1, .pdf and upload per the instructions.**

Step 3. Form B to Form I – Signature Forms. **Complete, .pdf and upload forms B – I with attachments in a single .pdf file.**

- B. Solicitation Addendum
- C. Vendor Certification Form
- D. Antitrust Certification Statement
- E. W-9 Request for Taxpayer Identification Number and Certification
- F. Certification Regarding Debarment, Suspension and Other Responsibility Matters
- G. Miscellaneous
 - G.1. Insurance Certificate
 - G.2. Cybersecurity Maturity Model Certification
 - G.3. Bond Letter
 - G.4. Certifications, Awards and Business Licenses
 - G.5. Distributors/Resellers Only: Manufacturer's Authorization
- H. Vendor Questionnaire
- I. Vendor "Value Add"

Step 4. Form J – Company Logo. **Upload as an .png, .jpg, or .jpeg file.**

Format for Step 5 is in RFP SECTION 5 - SCOPE AND SPECIFICATIONS

Step 5. Vendor Response – SCOPE/SPECS. **.pdf and upload. ***

Format for Step 6 is in RFP SECTION 6 - PRICING

Step 6. Vendor Response – PRICING. **.pdf and upload. ***

*** To add additional pages, follow these instructions:**

- Put RFP # and Title in the heading on the left margin.
- Put Company name in the heading on the right margin.

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FORM A
OFFER ACCEPTANCE AND CONTRACT SIGNATURES FORM
Complete and sign and upload.

Offer by Vendor

Vendor acknowledges and certifies that they have examined this solicitation, contract terms and conditions, scope and specifications, accompanying forms, etc. (the entire Contract) and hereby offers to furnish products and/or services in strict compliance with the entire Contract and Vendor's response.

☒ **NO EXCEPTIONS.** Vendor assures Awarding Agency of compliance with the entire Contract and response with no further changes.

☐ **WITH EXCEPTIONS.** Proposed changes to Contract Terms and Conditions. Present Vendor's proposed changes on FORM A-1 – Exceptions to Contract Terms and Conditions.

NOTE: Freight & Delivery, if charged to customer, is not considered an exception.

Company Name (on Contract): INFRASTRUCTURE REHABILITATION USA, INC.

Address: 401 Edwards Street, Suite 2100

City/State/Zip: Shreveport, LA, 71101

Phone: 318-629-5485 **Email:** wcasten@irehabusa.com

Printed Name, Title: William Casten, Vice-President

Signature: William Casten

*****VENDOR DO NOT WRITE BELOW THIS LINE*****

Contract Number: _____

Contract Exceptions – PCA

☐ None ☐ All Rejected ☐ Negotiated, Agreed To, and Attached

PCA Authorized Signature: _____

Printed Name: _____ Date: _____

Offer Acceptance by PCA Awarding Agency

Term of Contract: _____ to _____

Unless otherwise stated, this Contract is for an initial period of one (1) year with an option to renew annually for an additional four (4) years if agreed upon by Awarding Agency and Vendor. Renewal shall be automatic on the anniversary date unless informed otherwise.

Awarding Agency Authorized Signature: _____

Printed Name: _____ Date: _____

FORM A-1
EXCEPTIONS TO CONTRACT TERMS AND CONDITIONS

Leave Step 2 in Bonfire blank if ‘No Exceptions’ was checked on Form A. If ‘With Exceptions’ is checked on Form A, .pdf and upload your document per these instructions.

Instructions for completing this Form, if necessary:

- 1. Exceptions are proposed changes to Contract Terms and Conditions (“T&C”).
- 2. Do not mark changes on the original solicitation Contract Terms and Conditions.
- 3. List T&C number – paragraph number – justification – and proposed change. See below.
- 4. If additional pages are needed, on each additional page,
 - Top Left Margin: Put RFP # and Title
 - Top Right Margin: Put Company Name
 - Title: Exceptions to Contract Terms and Conditions
 - List T&C #, paragraph #, justification and change (same as #3)
 - Please sign each page of Contract Exceptions

Company Name: _____

Authorized Signature: _____ Date: _____

(1) T&C # _____
Paragraph # _____
Justification _____
Proposed Change: _____

(2) T&C # _____
Paragraph # _____
Justification _____
Proposed Change: _____

(3) T&C # _____
Paragraph # _____
Justification _____
Proposed Change: _____

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FORM B
SOLICITATION ADDENDUM

If issued; sign and upload.

An Addendum, if issued, will be noticed in Bonfire and on the PCA website, www.pcamerica.org, on the Solicitation Tab. The Addendum will clearly state the addition, change or deletion to the solicitation and require an acknowledgement by Vendor by signature (below).

Download the Addendum, sign and date, and upload the Addendum with Vendor's submission. If Vendor has already submitted a proposal in Bonfire before the notice is posted, Vendor will select to 'UNSUBMIT' their response and, after uploading the Addendum, select 'FINAL SUBMISSION' again.

✓ Check here if there are NO Addendums.

William Casten
VENDOR AUTHORIZED SIGNATURE

4/22/2024
DATE

William Casten
PRINTED NAME

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FORM C
VENDOR CERTIFICATION FORM
Initial each certification, sign and upload.

TEXAS CERTIFICATIONS:

CERTIFICATE OF INTERESTED PARTIES

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. Form 1295 must be filed with the Texas Ethics Commission at www.ethics.state.tx.us. TEX. GOV'T. CODE, Chapter 2252.908.

Does Vendor agree? If YES, provide the initials of an Authorized Representative TC

CRIMINAL HISTORY BACKGROUND CHECKS

TEX. EDUC. CODE, Chapter 22 requires Vendors for public school districts to review state and national criminal histories of employees or subcontracted employees who will have direct contact with students, and certain convictions will disqualify that employee from service to the school district. Also go to tasb.org.

Does Vendor agree? If YES, provide the initials of an Authorized Representative TC

DOING BUSINESS WITH INDIVIDUALS, ENTITIES OR COUNTRIES

SANCTIONED BY TEXAS AND OTHER STATES

TEX. GOV'T. CODE, Chapter 2252 prohibits Texas governments from contracting with companies that do business with listed foreign terrorist organizations, as updated; other states have similar laws.

Does Vendor agree? If YES, provide the initials of an Authorized Representative TC

INVESTMENTS AND CONTRACTS WITH COMPANIES THAT BOYCOTT ENERGY COMPANIES

Subtitle A, Title 8, TEX. GOV'T. CODE, Chapter 809. Contracts for goods/services between a governmental entity and a company (excluding a sole proprietorship) with 10 or more full-time employees that has a value of \$100,000 or more to be paid wholly or in part from public funds. Vendor certifies that Vendor

- Does not boycott energy companies, and
- Will not boycott energy companies during the term of the contract.

Does Vendor agree? If YES, provide the initials of an Authorized Representative TC

TEXAS FAMILY CODE

Section 14.52 of the TEX. FAMILY CODE, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993): all responders must complete and submit the following affidavit: I, the undersigned Vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an Owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is eligible to respond or receive a state contract.

Does Vendor agree? If YES, provide the initials of an Authorized Representative TC

CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM INDUSTRY

TEX. GOV'T. CODE, Subtitle F, Chapter 2274 - Effective date, September 1, 2021. For contracts for goods/services between a governmental entity and a company (excluding a sole proprietorship) with 10 or more full-time employees that has a value of \$100,000 or more to be paid wholly or in part from public funds, Vendor certifies that Vendor

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and
- Will not discriminate against a firearm entity/ firearm trade association during the term of the contract.

Does Vendor agree? If YES, provide the initials of an Authorized Representative TC

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TEXAS FELONY CONVICTION NOTICE

TEX. EDUC. CODE § 44.034, Notification of Criminal History of Vendor s, provides: (a.) A person or business entity that enters into a contract with a Texas school district must give advance notice to the district if the person or an Owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. (b.) A Texas school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract. (c.) This section does not apply to a publicly held corporation.

Does Vendor agree? If YES, provide the initials of an Authorized Representative TJC

STATE OF TEXAS FRANCHISE TAX

Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.

Does Vendor agree? If YES, provide the initials of an Authorized Representative TJC

FEDERAL CERTIFICATIONS:

BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Buy American Act (1933) applies to direct U.S. Federal procurement, covers specified products, and requires the U.S. government to prefer domestic goods and services unless the head of the agency involved in the procurement has determined that the prices of the domestic suppliers are "unreasonable" or that the purchase would be "inconsistent with the public interest." The Act contains exceptions in terms of trade agreements.

Buy America Act (1983) applies only to mass-transit-related procurements such as highways, bridges, transit systems and terminal programs valued over \$100,000 and funded at least in part by Federal grants issued by the Federal Transit Administration and Federal Highway Administration. Under Buy America, Federal-aid funds may not be obligated for a project unless iron and steel products used in such projects are manufactured in the United States--with some exceptions.

Does Vendor agree? If YES, provide the initials of an Authorized Representative TJC

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS – APPENDIX II TO CFR PART 200

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Does Vendor agree? If YES, provide the initials of an Authorized Representative TJC

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Does Vendor agree? If YES, provide the initials of an Authorized Representative TJC

(C) Equal Employment Opportunity - Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41

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CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Does Vendor agree? If YES, provide the initials of an Authorized Representative TC

(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.

All Texas laws regarding prevailing wage rates, including, but not limited to, *TEX. GOV'T. CODE § 2258*, applicable to the construction of a public work, and any related Federal requirements, including the *Davis-Bacon Act*, (40 U.S.C. Section 276a et seq.), and its subsequent amendments. In the event *TEX. GOV'T. CODE § 2258* applies to a product or service provided by Vendor to a Member, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by the Member. Certified payroll shall apply and must comply with FEMA requirements for equipment rentals and expendables. A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract, per *TEX. GOV'T. CODE § 2258.023*. Also, *McNamara-O'Hara Service Contract Act* (41 U.S.C. 351).

Does Vendor agree? If YES, provide the initials of an Authorized Representative TC

(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.

Does Vendor agree? If YES, provide the initials of an Authorized Representative TC

(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.

Does Vendor agree? If YES, provide the initials of an Authorized Representative TC

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(G) Clean Air Act (42 U.S.C. 7401-7671g.) 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. 7401-7671g) 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).

Does Vendor agree? If YES, provide the initials of an Authorized Representative TC

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Vendor agree? If YES, provide the initials of an Authorized Representative TC

(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.

Does Vendor agree? If YES, provide the initials of an Authorized Representative TC

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

Vendor certifies that Vendor is in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does Vendor agree? If YES, provide the initials of an Authorized Representative TC

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS

Vendor certifies that Vendor is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor agree? If YES, provide the initials of an Authorized Representative TC

FERPA CONFIDENTIALITY

Vendor agrees to cooperate with Awarding Agency/PCA to secure the confidentiality of all information and records in accordance with applicable Federal and state laws, rules, and regulations. Vendor understands that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232(g), governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable.

Does Vendor agree? If YES, provide the initials of an Authorized Representative TC

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does Vendor agree? If YES, provide the initials of an Authorized Representative TC

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OSHA

Vendor, its sub-vendor(s), and their respective employees shall comply fully with all applicable Federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Contract, as applicable, including, without limitation, the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all safety guidelines and standards as required by PCA Members. Vendor shall indemnify and hold Awarding Agency /PCA, PCA agents, and/or PCA Member(s) harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

Does Vendor agree? If YES, provide the initials of an Authorized Representative TJC

RECORDS ACCESS AND RETENTION REQUIREMENTS

2 C.F.R. § 200.336. Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor's personnel for the purpose of interview and discussion relating to such documents. 2 CFR § 200.333. When Federal funds are expended by PCA Members for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that Vendor will retain all records for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? If YES, provide the initials of an Authorized Representative TJC

DOING BUSINESS WITH INDIVIDUALS, ENTITIES OR COUNTRIES SANCTIONED BY U.S. GOVERNMENT

Vendor certifies that it is not engaged and doing business with individuals, entities or countries sanctioned by the U.S. Government, including, but limited to, those on the Listing of Specially Designated Nationals and Blocked Persons (the "SDN List").

Does Vendor agree? If YES, provide the initials of an Authorized Representative TJC

DRUG-FREE WORKPLACE CERTIFICATION

Vendor agrees to provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (41 U.S.C. §81, Title V, Subtitle D).

Does Vendor agree? If YES, provide the initials of an Authorized Representative TJC

NON-DISCRIMINATION

The Vendor agrees that no person will, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits or, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. The Vendor certifies compliance with the Rehabilitation Act of 1998 § 508, 29 U.S.C. § 794d, relating to the use of electronic and information technology for individuals with disabilities; the Housing and Urban Development Act § 3, 12 USC §1701u Sec. 1701u, relating to economic opportunities for low- and very low-income persons; Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal contract Compliance Programs, Equal Employment Opportunity Department of Labor"; the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101); the Age Discrimination Act of 1975 and all amendments to each.

Does Vendor agree? If YES, provide the initials of an Authorized Representative TJC

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CERTIFICATION

Vendor agrees to comply to all Federal, state and local provisions, laws, acts, regulations, as applicable. It is further acknowledged that Vendor certifies compliance with the provisions, laws, acts, regulations, etc. noted above. PCA Members may have additional provisions, laws, acts, regulations they will require Vendor to agree to, and adhere to, which will be added to the purchase order and/or in a supplemental contract.

Vendor Company Name: Infrastructure Rehabilitation USA, Inc.

Address, City, State and Zip Code: 401 Edwards Street Suite 2100/ Shreveport/ LA/ 71101

Printed Name and Title of Authorized Representative: William Casten, Vice-President

Phone Number: 318-629-5485 Email Address: wcasten@irehabusa.com

Signature of Authorized Representative: *William Casten* Date: 4/22/2024

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FORM D
ANTITRUST CERTIFICATION STATEMENT
TEX. GOV'T. CODE §2155.005

Required if Vendor wants to work with Texas State Agencies, per the Texas Attorney General. For more information, go to:

<https://texasattorneygeneral.gov/sites/default/files/files/divisions/antitrust/PublicPurchasersGuideAntitrust.pdf>

Vendor wants to work with Texas State Agencies:

☒ Yes ☐ No

If 'No', a signature is not required.

If 'Yes', complete the areas in red and sign:

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 have 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 have violated any Federal antitrust law; and
- (4) Neither I nor any representative of the Company have 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.

Vendor <u>Infrastructure Rehabilitation USA, Inc.</u> [Company] _____ Address <u>401 Edwards Street Suite 2100</u> <u>Shreveport, LA 71101</u> Phone <u>318-629-5485</u> Fax _____	Bidder <u>William Casten</u> [Contact Signature Other than Official <u>Theodore J. Casten</u> Below] Printed Name PRESIDENT/CEO Position with Company Official <u>Theodore J. Casten</u> Authorizing Signature Proposal <u>William Casten</u> Printed Name Vice-President Position with Company
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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

☐ Go to www.irs.gov/FormW9 for instructions and the latest information.

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. Infrastructure Rehabilitation USA, Inc.	
	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 ☐ 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 401 Edwards Street, Suite 2100	Requester's name and address (optional)
	6 City, state, and ZIP code Shreveport, LA 71101	
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									
4	5	-	3	6	3	0	8	5	7

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 ☐ 02/15/2024
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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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FORM F
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS

Instructions

1. A signed Certification is due upon submittal of an offer and during the annual contract renewal period. A PCA Member may also request and receive a Certification prior to purchase of goods or commencement of work.
2. Inability of Vendor to provide the certification below will not necessarily result in disqualification of the Vendor's submittal or non-renewal of the Awarded Contractor's/Vendor's contract. The Vendor/Awarded Contractor shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with Awarding Agency/PCA's determination whether to award a contract/terminate an existing contract. However, failure of Vendor to furnish a certification or an explanation shall disqualify such Vendor from being awarded a contract or the Awarded Contractor from renewal of an existing contract.
3. Certification is a material representation of fact upon which reliance is placed when Awarding Agency awards/renews a contract. If it is later determined that Vendor/Awarded Contractor knowingly rendered an erroneous certification, Awarding Agency may terminate the contract for cause or default.
4. Vendor/Awarded Contractor shall provide immediate written notice to PCA Member if at any time Vendor/Awarded Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of Vendor/Awarded Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

1. Vendor certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency, or state agency;
 - (b) Have not within a three-year period preceding this 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;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this submittal/renewal had one or more public transactions (Federal, state or local) terminated for cause or default.
2. Where Vendor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

William Casten
Authorized Signature

William Casten, Vice-President
Printed Name & Title

4/22/2024
Date

FORM G
MISCELLANEOUS VENDOR RESPONSES-REQUIRED
Upload the completed form/pages in Step 3 in Bonfire

Instructions for submitting additional pages if necessary:

- Put RFP # and Title in the heading on the left margin.
- Put Company Name in the heading on the right margin.

G.1. Insurance Certificate-If Applicable

Submit an Insurance Certificate from Vendor's insurance carrier.

Vendor is insured by: Arthur J. Gallagher and State Farm

G.2. Cybersecurity Maturity Model Certification (CMMC), if Applicable

Is Vendor CMMC certified?

☐ Yes ☒ No

Certification not required at this time. Some PCA Members want this information.

G.3. Bond Letter, if Required

☒ Yes ☐ No

If required, submit letter from bonding company.

G.4. Certifications, Awards and Business Licenses

If 'Yes', Vendor must submit documentation for point credit.

a. ISO Certification

☐ Yes ☒ No

Vendor is certified by: _____

Attachment(s)? ☐ Yes ☐ No

b. Certifications for HUB, MWBE, VOSB, SBE, etc.

☐ Yes ☒ No

Type of certification/awarding agency: _____

Type of certification/awarding agency: _____

Attachment(s)? ☐ Yes ☐ No

NOTE: Self-certified SBE vendor should submit documentation for proof qualification.

NOTE: Some PCA Members have specific goals for use of HUBs, etc., and will require that a plan be submitted to meet their goals.

c. Awards. List environmental, social or industry standards awards or recognition Vendor has received and provide a copy.

☐ Yes ☒ No

d. Licenses. Provide a list of states and territories where Vendor is currently licensed. Attach additional page(s) if necessary.

☒ Yes ☐ No

G.5. Distributors/Resellers Only: Manufacturer's Authorization, if Applicable

Distributors/Resellers must submit manufacturer's letters.

☒ Yes ☐ No

FORM H
VENDOR QUESTIONNAIRE—REQUIRED

Answer all the questions/ fill in the blanks and upload in Step 4. in Bonfire

1. Company information.

- a. Company legal name, as it appears on Form A and on the contract:
Infrastructure Rehabilitation USA, Inc.
- b. Corporate address: street/city/state/zip code:
401 Edwards Street Suite 2100/ Shreveport/ LA/ 71101
- Other company names (dba, associate, abbreviation, etc. and location info)
IREHAB USA (Abbreviation)
- Website URL: www.irehabusa.com
- c. Dun & Bradstreet number and rating: #078729588- Rating 74/80
- AND/OR Company's Unique Entity Identifier (UEI) issued by GSA for organizations doing business with the Federal government (used on SAM.gov): R3A8ADW1N464
- If a Dun & Bradstreet rating is not provided, the following financial information may be requested at any point during the procurement process, before or after contract award:
(1) If public, Company's income statement, balance sheet, and cash flow statement for the latest audited year, OR
(2) If private, Company's audited financial statements for the latest fiscal year available.
- Vendor agrees: ☒ Yes ☐ No
- d. Federal tax identification (EIN) number: EIN #: 45-3630857
EIN Must match company legal name in #1.a
- e. Brief description Vendor's products and/or services: General Contractor that specializes in rehabilitating large wastewater structures with a cured-in-place lining system
- f. Years company has been in this business activity: 13
PCA requires at least 2 years (company and/or principal officers) experience to be considered for a contract award.
Vendor will provide principal officer's resume to supplement Company experience: ☒
- g. Number of full-time employees: 5

2. Which best describes Vendor. *Must provide authorization letters from manufacturer

- | | |
|--|--|
| ☐ Manufacturer direct | ☐ Manufacturer marketing through reseller |
| ☒ Authorized distributor * | ☐ Certified education/government reseller * |

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☐ Value-add reseller * ☐ Other: _____

3. **Check all states and territories where Vendor intends to pursue work (and use a PCA contract, if awarded)—current and future.**

- | | | |
|---|--|---|
| ☒ All States | ☐ Kentucky | ☐ North Dakota |
| ☐ Alabama | ☐ Louisiana | ☐ Ohio |
| ☐ Alaska | ☐ Maine | ☐ Oklahoma |
| ☐ Arizona | ☐ Maryland | ☐ Oregon |
| ☐ Arkansas | ☐ Massachusetts | ☐ Pennsylvania |
| ☐ California | ☐ Michigan | ☐ Rhode Island |
| ☐ Colorado | ☐ Minnesota | ☐ South Carolina |
| ☐ Connecticut | ☐ Mississippi | ☐ South Dakota |
| ☐ Delaware | ☐ Missouri | ☐ Tennessee |
| ☐ Florida | ☐ Montana | ☐ Texas - see below also |
| ☐ Georgia | ☐ Nebraska | ☐ Utah |
| ☐ Hawaii | ☐ Nevada | ☐ Vermont |
| ☐ Idaho | ☐ New Hampshire | ☐ Virginia |
| ☐ Illinois | ☐ New Jersey | ☐ Washington |
| ☐ Indiana | ☐ New Mexico | ☐ West Virginia |
| ☐ Iowa | ☐ New York | ☐ Wisconsin |
| ☐ Kansas | ☐ North Carolina | ☐ Wyoming |
| ☐ District: Washington D.C. | | |
|
 | | |
| ☒ All U.S. Territories | ☐ Guam | ☐ Puerto Rico |
| ☐ American Samoa | ☐ Midway Islands | ☐ U.S. Virgin Islands |
| ☐ Fed. States of
Micronesia | ☐ Northern Mariana
Islands | |

USMCA

- ☒ Canada ☒ Mexico

Texas Education Service Center Area Map (see below)

- | | | |
|---|---------------------------------|---------------------------------|
| ☒ All ESCs | ☐ ESC 7 | ☐ ESC 14 |
| ☐ ESC 1 | ☐ ESC 8 | ☐ ESC 15 |
| ☐ ESC 2 | ☐ ESC 9 | ☐ ESC 16 |
| ☐ ESC 3 | ☐ ESC 10 | ☐ ESC 17 |
| ☐ ESC 4 | ☐ ESC 11 | ☐ ESC 18 |
| ☐ ESC 5 | ☐ ESC 12 | ☐ ESC 19 |
| ☐ ESC 6 | ☐ ESC 13 | ☐ ESC 20 |

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Texas Education Service Center Area Map



Special Noticing Requirements of Other States

Lists of political subdivisions and local governments eligible to register with PCA, and access the contract award made pursuant to this solicitation, in the above referenced states/districts may be found at <https://www.usa.gov/state-tribal-governments>.

4. **References.** Provide references from at least 3 customers, preferably public sector entities, that Vendor has provided services to **within the last 2 years**. Attach additional page(s) if you wish to provide additional references.

☐ Check here if Vendor prefers to supply 3 current letters of reference from public sector customers on letterhead including contact information. Attach the list.

PCA reserves the right to check the references and will not be held responsible for references that will not respond after two (2) attempts by phone or email.

(1) Reference 1

Contact Name: Felipe Lopez- Chief Operations Officer

Company: El Paso Water

Address: 210 N. Lee Street, El Paso, TX 79901

Phone numbers: 915-594-5530

Email: flopez@epwater.com

(2) Reference 2

Contact Name: Taylor Reed

Company: Vogler & Spencer Engineering

Address: 777 N. Eldridge Parkway, Suite 500, Houston, TX, 77079

Phone numbers: 713-782-0043

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Email: treed@vs-eng.com

(3) Reference 3

Contact Name: Donald Hobdy

Company: Shreveport Water & Sewerage

Address: 505 Travis Street Suite 580, Shreveport, LA 71101

Phone number: 318-673-7559

Email: donald.hobdy@shreveportla.gov

5. Corporate Resources and Commitment.

CONSTRUCTION-TYPE PROJECTS ONLY/JOC

If Not Applicable, initial here ____

This is an important indicator of the Company's commitment and ultimate success.

Vendor, check 'Yes' or 'No' for each statement:

- a) A corporate officer been assigned to the program. ☒ Yes ☐ No
- b) Company understands the requirement for prompt payment of subcontractors. ☒ Yes ☐ No
- c) Vendor has business processes and a corporate officer assigned to this program that comply with the contract. ☒ Yes ☐ No
- d) Vendor has committed people and resources to this program for continuity. ☒ Yes ☐ No
- e) Corporate acknowledges PCA Member's right to propose changes in key personnel and/or personnel for any reason? ☒ Yes ☐ No

6. Cooperative contracts currently held by Vendor.

☐ Check here, if none.

Provide co-op name, discount offered, and contract expiration date:

<u>Purchasing Cooperative of America</u>	<u>8%</u>	<u>July 2027</u>
<u>(PCA)- OD-368-22</u>		
<u>Purchasing Cooperative of America</u>	<u>5%</u>	<u>March 2029</u>
<u>(PCA)- OD-403-24</u>		

7. Company Contact Information.

Vendor must keep this information up-to-date throughout the term of a contract when awarded. Email pcamerica@pcamerica.org with changes as they occur.

- a. ADMINISTRATIVE SUPPORT CONTACT. Responsible for monthly reporting, payment of administrative fees, website updates, etc.:

Name: Noah Baker **Title:** CAO

Address if different than Corporate: same

City/State/Zip: Shreveport, LA 71101

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Office Phone: 318-629-5485 Cell: 318-453-6624
E-mail: nbaker@irehabusa.com

b. SALES AND MARKETING CONTACT. Responsible for sales/marketing to PCA Members:

Name: Theodore Casten Title: President & CEO
Address if different than Corporate: Same
City/State/Zip: Shreveport, LA 71101
Office Phone: 318-629-5485 Cell: 318-347-2720
E-mail: tcasten@irehabusa.com

c. Provide the name of the person responsible for:

- Acting as liaison/contact with Purchasing Cooperative of America
- Receiving the award packet, including:
 - information for the Administrative Support Contact
 - PCA Handouts and conference table tents for the SALES AND MARKETING CONTACT
- Distributing the content throughout the Company, as necessary.

Name: William Casten Title: Vice-President
Address if different than Corporate: Same
City/State/Zip: Shreveport, LA, 71101
Office Phone: 318-629-5485 Cell: 318-415-8234
E-mail: wcasten@irehabusa.com

8. **Vendor orientation.**

If awarded a contract, Vendor would participate in an orientation session.
The orientation includes an introduction to PCA and cooperative contracting,
answering questions about monthly reporting information, and marketing
and sales as well as reporting.

☒ Yes ☐ No

Contact Name/Title: William Casten, Vice-President

Contact Phone and Email: 318-415-8234 wcasten@irehabusa.com

9. **Your feedback will be very much appreciated:**

- a. How did you hear about PCA: Our company already has 2 awarded contracts with the PCA
- b. How did you hear about this solicitation: via PCA website
- c. Ease of understanding instructions for response: Relatively easy
- d. Amount of time it took to prepare a response: 2-3 days
- e. Would you like to be contacted by PCA? Yes

Contact name and information: William Casten- wcasten@irehabusa.com

To find future PCA solicitations go to www.pcamerica.org. Thank you.

FORM I
VENDOR 'VALUE ADD' PRODUCTS AND SERVICES

If Not Applicable, initial here WJC

Describe 'Value Add' items Vendor can provide to PCA Members. Include specifications for each product/service listed and provide pricing in SECTION 6-PRICING using the format below or a similar format.

Failure to include description and pricing may result in 'Value Add' items not being considered for or included in a contract award.

'Value Add' components may include:

- 1. Related components or parts or services.
- 2. Products and services that are adjunct to the contract.
- 3. Packaging of complementary products and services, purchasing levels and a series of added benefits that are significant in value and are, themselves, a whole lot more valuable than simply the product is by itself.
- 4. Frequent buyer programs.
- 5. Transition or education teams to help Members utilize Vendor's products/services.
- 6. Recognition and reward levels for Members based upon their utilization of Vendor's product/service or buying at certain volume levels.
- 7. Training.
- 8. Dedicated personnel to handle customer accounts personally.
- 9. Free or reduced-price delivery and/or set up charges.
- 10. Expert advice/consultation.

Line-item Pricing ☐ or included in SECTION 6 Price List ☐

V.A. PRODUCT OR SERVICE	DESCRIPTION OR SPECIFICATIONS	PRICE

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FORM J
COMPANY LOGO – REQUIRED

Instructions. Upload in Step 4 in Bonfire. Required for all submittals. Submit in **.jpeg .png OR .jpg** format.

SECTION 5-SCOPE AND SPECIFICATIONS

SCOPE

It is the intent of Awarding Agency/Purchasing Cooperative of America (PCA) to establish a contract with one or more vendors to furnish and/or install Cured-in -Place (CIP) Rehabilitation for Vertical Sewer Structures for PCA Members, present and future. Products and services may include, but are not limited to, the lining and rehabilitation of structures within sanitary and storm water collection systems with the use of a cured-in-place laminated composite bonded to the host structure. It shall be comprised of a three-layered, laminated structural system containing a nonporous membrane layered between two structural layers of woven roving fiberglass. Vendors are requested to offer the total line of available products and services that are commonly purchased by government agencies.

This is an IDIQ solicitation (Indefinite Delivery Indefinite Quantity) and not for a specific job or project. This is a competitive procurement process to qualify awarded contractors for future projects to be determined directly between PCA Members and PCA Awarded Contractor. Any reference to requirements for specific projects should be construed as suggestions for response.

Awarding Agency/PCA is seeking to contract on a local, regional, statewide or national basis with vendors with the requested experience and qualifications. Vendor will meet the compliance requirements for working with public sector entities including, but not limited to, local, state, special districts, and federal government agencies; hospitals; law enforcement agencies and courts; community public sport association facilities; educational institutions including K-12, public, private, charter schools, etc. and higher education including junior college systems and universities, etc.; as well as non-taxed non-profit organizations and religious institutions.

Vendor may elect to limit their proposals to products only, a single service within one of the categories, or multiple services in any or all categories. PCA also requests any 'Value-Add' commodities or services adjunct to this solicitation that Vendor can provide.

Types of products for the scope of this RFP include, but are not limited to:

- Lining & Rehabilitation of Structures within sanitary and storm water collection systems utilizing cured-in-place laminated composite bonded to the host structure

NIGP Codes Include, but are not limited to:

- 890-30 Manholes, Manhole Covers, Frames, Grates, Rings, Yokes, etc.
- 890-65 Sewage& Waste Treating Equipment, Supplies, etc.
- 890-66 Sewer Lift Stations. Including Parts, Accessories, etc.
- 890-95 Recycled Water Supply, Ground Water& Sewage Treatment Equipment, Including Parts, Accessories, etc.

List your suggested NIGP code(s) for consideration here:

SPECIFICATIONS

Compliance with Laws

Vendor, his agents and employees, shall comply with all laws, ordinances, rules and regulations of the State, County, and the City of the PCA Member, and all governing bodies having jurisdiction applying to work done or to be done under these specifications.

Provide Description of Products and Services Offered

Vendors are requested to offer their full line of available products that are commonly purchased by public sector entities. Vendors are encouraged to offer any product or service that they currently perform in their normal course of business.

Vendor shall detail skills, knowledge, capabilities, experience, financial stability, available human and physical resources, historical background, past and present performance and licenses to perform and do business with PCA members.

Vendors may offer equipment/supplies/products and services for one or more of the following categories, including, but not limited to:

- Cured-in-Place (CIP) Installation for Vertical Sewer Structures (Manhole Liners)
- Cured-in-Place (CIP) Rehabilitation for Vertical Sewer Structures (Manhole Liners)
- Cured-in-Place (CIP) Lift Station Rehabilitation

It is the responsibility of dealers or distributors or manufacturer's representative submitting a response to this RFP for products listed herein to include the following with their proposal:

- If Vendor is a re-seller, Vendor must be approved by a manufacturer to sell the brand of products submitted by supplying manufacturer's authorization letters, and include the regions the vendor is authorized to sell their product.
- Manufacturer and licensed manufacturer's distributor/representative may sub-contract projects to licensed applicators/installers.
- Include a List of States in which your company is qualified to work as a general contractor.
- Manufacture Letter certifying contractor to install CIP Product.
- Examples of Installation Sequence.
- If Vendor will provide design services to PCA Members, they must provide evidence that Vendor is qualified and experienced to assess existing conditions and develop and submit manufacturer acceptable solutions for the product lines offered. If applicable, provide the certification.
- Vendor must provide evidence that they have a good track record with the products and services they represent.
- Vendor must provide training or instructions to the PCA Member, if applicable and requested.

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Generic RFP Specifications/Requirements for Cured-in-Place Manhole Liners.

CURED-IN-PLACE MANHOLE REHABILITATION

PART 1 – GENERAL

This section covers the lining and rehabilitation of structures within sanitary and storm water collection systems with the use of a cured-in-place laminated composite bonded to the host structure. It shall be comprised of a three-layered, laminated structural system containing a nonporous membrane layered between two structural layers of woven roving fiberglass.

Any alternative product being submitted for pre-approval must provide third party test certification that the product will meet or exceed the physical properties named herein in Section 2.1.G, Table 1. Proposed product and Contractor must also meet or exceed the installation standards, experience and performance qualifications as herein described in this specification. If approved, notice from the Owner/Engineer shall be delivered to all plan holders and potential bidders a minimum of fourteen calendar days prior to date of bid opening, in the form of a written addendum. Spray and hand applied coatings shall not be considered for use on this project.

Any product used must provide warranty that infiltration, further deterioration and root intrusion shall be prevented for the warranty period. Said warranty shall be unlimited and non-prorated for 20-year liner materials and 1-year labor.

Warranty- Manholes- Twenty (20) Year unlimited and non-prorated Materials Warranty and One (1) Year Labor Warranty. Lift Stations - Ten (10) Year unlimited and non-prorated Materials Warranty and One (1) Year Labor Warranty.

1.1 DESCRIPTION OF WORK

- A. Liner material and components shall have been custom fabricated to fit the specific configuration of each structure prior to the commencement of the liner installation. Liner shall be of the type that allows rehabilitation of concentric, eccentric, or flat top manholes without removing manhole ring, top section, flat-top, or corbel.
- B. Cured-in-place manhole (CIPM) liner shall completely seal the manhole, shelf, pipe inlet and outlets, and the lid ring frame in a monolithic method, as required, or as shown on the plans, and that no holes, cracks, or seams in the liner are left unsealed, which would allow gases or fluids to flow behind the CIPM manhole liner.
- C. Contractor shall furnish all labor, materials, equipment, and incidentals required to supply and install a chemical resistant CIPM Liner as required or as shown on the plans.
- D. The CIPM Liner shall be designed and installed to protect concrete, brick, and other manhole surfaces from corrosion. The CIPM liner product shall be designed to stop infiltration, root intrusion, and further deterioration in the structure. The interior surfaces to be protected shall include the walls, shelves, pipe junctions and the lid ring frame.

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- E. Omission of a specific item or component obviously necessary for the proper installation and functioning of the system shall not relieve the Contractor from the responsibility of supplying that specific item or component at no additional expense to the Owner.

1.2 REFERENCED SPECIFICATIONS

The CIPM corrosion resistant liner system shall be manufactured and installed in compliance with the listed minimum values of the applicable ASTM testing requirements.

ASTM D-638	Tensile Strength
ASTM D-790	Flexural Strength and Flexural Modulus
ASTM D-695	Compressive Strength
ASTM 7234-21	Adhesion Strength

1.3 SUBMITTALS

- A. The Contractor shall submit for review, complete detailed shop drawings and schedule for all materials furnished under this section.
- B. The Contractor shall submit for approval all manufacturer warranties for all materials furnished under this section and Manufacturer's certification that the materials supplied comply with this specification.
- C. The Contractor shall submit for approval, the Manufacturer's Licensee Certification that the Contractor is trained in the installation process and procedures for the proposed liner system under this section having installed a minimum of 1,500 liners as specified.
- D. The Contractor shall provide a reference list of manhole rehabilitation projects that are of the same typical scope of work as this project. Reference shall include: Name and address of Client, project name, contact person, phone, scope including number of structures lined, and gross dollar amount of the project.
- E. Contractor shall submit the Manufacturer's affidavit showing that the product meets or exceeds the physical properties named herein on Table 1, Test Property Values.

1.4 WARRANTY AND REPAIRS

- A. Manufacturer shall provide unlimited and non-prorated warranty on the performance of the CIPM Liner materials for 20 years and Certified Installer shall provide 1-year labor warranty to repair or replace any failing conditions of the liner in the structure. Certification of the conforming warranty shall be provided prior to approval of the submittals and award of contract.
- B. The cured-in-place liner system shall be flexible and have an elongation sufficient to bridge up to a ¼-inch settling crack, without damage to the lining. The liner shall be able to bridge expansion cracks that may occur.
- C. The cured-in-place liner system shall be repairable at any time during the life of the structure, with the same type of liner system materials used in the original installation, including repair or

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lining of the upper chimney portion where grade adjustments have 4 been made. Repair/lining materials shall be of the type that will bond to the original liner materials.

PART 2 – PRODUCTS

2.1 MATERIALS AND DESIGN GUIDE

- A. The design guide below for Type 1, II and III, is intended as a general guide for the CIPM liner products and is not intended to limit the manufacturers and authorized installer's judgment to use a heavier liner in determining the appropriate thickness and type of liners for individual structures based upon the specific conditions encountered in each structure. Any variation of the liner thickness requirements detailed below in section 2.1-B, C, and D, shall be approved by the manufacturer in writing, and mutually agreed upon between the Owner and Contractor, prior to commencement of the work. Variation in liner thickness by the manufacturer or authorized installer will not affect the warranty requirement.
- B. Type I: In structures up to 13 feet deep (depending on specific local conditions), the liner shall be a three-layered composite system (see table 1 below). Layer #1 is 18- oz. structural fiberglass impregnated with a modified epoxy resin and bonded to the existing substructure. Layer #2 is to be a gas and liquid impermeable membrane of special non-porous materials, bonded to layer #1 and layer #3. Layer #3 will consist of 18-oz. woven roving structural fiberglass saturated with epoxy and bonded to the non-porous membrane, forming a smooth interior wall to the host structure. The non-porous water and gas shield shall be imbedded between the structural layers of epoxy-fiberglass to guard against nicks, tears, and damage to the gas protection membrane.
- C. Type II: In structures from 13-30 feet, (or with site conditions requiring structural enhancement), the liner shall be a three-layered composite system (see table 1 below). Layer #1 will be a 24-oz. woven roving structural fiberglass impregnated with modified epoxy resins and bonded to the existing substructure. Layer #2 is to be a gas and liquid impermeable membrane of special non-porous materials, bonded to layer #1 and layer #3. Layer #3 will consist of a 24-oz. woven roving structural fiberglass saturated with epoxy and bonded to the non-porous membrane, forming a smooth interior wall to the host structure. The non-porous water and gas shield shall be imbedded between the structural layers of epoxy-fiberglass to guard against nicks, tears, and damage to the gas protection membrane.
- D. Type III: In structures deeper than 30 feet or for portions of structures deeper than 30', (or with site conditions requiring additional structural enhancement), the liner shall be a five-layered composite system (see table 1 below). Layer #1 will be two (2) 24- oz. woven roving structural fiberglass layers impregnated with modified epoxy resins and bonded to the existing substructure. Layer #2 is to be a gas and liquid impermeable membrane of special non-porous materials, bonded to layer #1 and layer #3. Layer #3 will consist of two (2) 24-oz. woven roving structural fiberglass layers saturated with epoxy and bonded to the non-porous membrane, forming a smooth interior wall to the host structure. The non-porous water and gas shield shall be imbedded between the structural layers of epoxy-fiberglass to guard against nicks, 5 tears, and damage to the gas protection membrane. There is no minimum or maximum manhole depth limit on this liner.
- E. The CIPM liner shall be constructed such that the non-porous PVC inner membrane is protected from damage by the structural fiberglass and epoxy layer on both sides. This inside surface

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protective layer is to protect the CIPM liner from impact damage e.g., nicks from rodders and root cutters, hydro-vacuum nozzles, inspection cameras, survey equipment, and construction techniques used in pipeline rehabilitation. The non-porous PVC membrane shall not be exposed on the inside of the manhole. The importance of this protective layer cannot be overemphasized to protect the manhole from sulfides and other gases penetrating through nicks and cuts in an unprotected membrane. This CIPM liner must be impervious and without pinholes that will allow hidden corrosion on the concrete behind the liner, which can cause the eventual failure of the liner and the manhole.

- F. The CIPM Lining System shall be applied by a manufacturer certified Licensed Installer and shall be installed in strict accordance with Manufacturer's specifications. Liner Installer shall be trained in handling, application of materials, and will custom fit the liner to the manhole in order to protect the concrete and brick surfaces from sewer gases.

TABLE 1. Test Property Values

The Manufacturer must provide an affidavit certifying that the liners to be installed will meet or exceed the following test values. Furthermore, Manufacturer must provide a warranty certificate that clearly states that the 20-year materials warranty shall be unlimited and non-prorated for the entire period of the warranty.

<u>Materials Section</u>	<u>Type I</u>	<u>Type II</u>	<u>Type III</u>
ASTM-D-790			
Flexural Strength	18,000 psi	27,000 psi	29,000 psi
Flexural Modulus	900,000 psi	1,000,000 psi	1,100,000 psi
ASTM-D-638			
Tensile Strength	8,000 psi	12,500 psi	14,000 psi
ASTM 7234-21	350 PSI or	350 PSI or	350 PSI or
Adhesion Strength	Substrate Failure	Substrate Failure	Substrate Failure
Engineered Life Expectancy	100 Years	100 Years	100 Years
Installation Warranty	1 Year	1 Year	1 Year
Materials Warranty	20 Years	20 Years	20 Years

PART 3 – INSTALLATION

3.1 STRUCTURE PREPARATION-CIPM REHABILITATION

- A. The Contractor shall remove and replace and/or make grade adjustment to ring and cover as needed using standard D.O.T. or Military Base Specification, prior to the installation of the liner system.

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- B. Contractor will perform preliminary cleaning the structure with a high-pressure water jet blast at a minimum of 4,000 psi with a rotating pencil tip nozzle to prepare the structure for any necessary grouting or other preparation.
- C. The Contractor shall remove the existing manhole steps. The metal portion of all steps will be removed flush with the manhole interior wall surface and any remaining holes are to be patched flush prior to applying the CIP manhole rehabilitation system. The final coated surface shall have a smooth uniform appearance.
- D. Prior to patching severe defects in the manhole, all loose and deteriorated material shall be removed and disposed of by the contractor. The bench areas shall be repaired as and contoured to promote hydraulic flow. The prepared surface of the shelves shall be smooth and shall be sloped to allow for all bench areas to drain to the pipe invert.
- E. Manhole chimney, wall and shelf repair shall include plugging, and/or patching as necessary, with specified grout, plugging or patching compounds, hydraulic and/or Type II Portland cement or equal.
- F. All active hydrostatic water leakage shall be stopped within four (4) inches of where the liner will end around pipes or the shelf area in accordance with manufacturer's instruction.
- G. Contractor shall plug the inlet pipe, inspect for infiltration leaks around the inlet and outlet pipes as well as in the invert channel. All leaks present shall be stopped by using chemical foam grout injection with Avanti 202 or equal and/or by the use of hydraulic cement. After stopping leaks with chemical grout, hydraulic cement shall be used to refinish the surface where the leak was occurring.
- H. All cracked or disintegrated material shall be removed from the area to be patched exposing a sound substrate. Patches of filling of voids shall be allowed to cure according to the manufacturer's specifications before continuing with the CIPM rehabilitation process.
- I. Contractor shall remove any drop pipes to within 2 inches of the wall. All other incoming laterals shall be trimmed within 2 inches of the interior wall and sewer main line inlet and outlet openings shall be properly trimmed within 4 inches of the wall in areas where such pipes protrude above the benches that form the invert channel. All incoming and outgoing lines shall be grouted with an approximate 60° taper with hydraulic cement, Portland type II cement, or 50/50 combination of hydraulic and Portland, forming a filet (not less than a 6-inch radius) between the structure wall and each pipe. Such application of grout shall extend at least four inches from the outlet onto the wall area making a smooth transition for the liner connection to the pipe openings.
- J. Prior to liner installation, Manufacturer's Authorized Installer shall clean all surfaces of the host structure with a high-pressure sprayer having an operating pressure of at least 4,000-psi with a rotating pencil tip nozzle. After pressure cleaning, installer may clean structure with degreaser or other solvents as needed to remove any film or residue on the surface. Structure shall then be pressure rinsed with clean water.

3.2 CONTRACTOR AND INSTALLER WORK HISTORY

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- A. The Contractor shall have completed and installed a minimum of 1,500 cured-in place manhole (CIPM) installations with the approved specified liner. Contractor will provide a list of said installation with at least three (3) references of the specified liner installations.
- B. The licensed installer shall have installed the specified cured-in-place manhole (CIPM) liner system in at least 1,500 structures and provide a detailed list with proof and verification thereof. Contractor must have verified at least seven (7) years of experience as a General Contractor on CIPM only contracts and provide list of ten (10) projects that contractor acted as General Contractor on similar CIPM only projects.

3.3 CIPM LINER INSTALLATION

Manufacturer's authorized licensed installer shall typically install the CIPM liner with simultaneously combined air pressure and steam heat injection, except where jobsite conditions restrict use. The liner may also be installed with or without other heat methods including ambient curing under longer periods of time in accordance with the manufacturer's written instructions. Epoxy resin as specified herein does not have a flash cure, but rather is typically a condition of liner thickness, time and temperature. Hand applied fiberglass and epoxy application shall not be accepted. Installer shall line manhole shelf/bench areas and pump station floors with CIPM Liner System materials that have been saturated with the epoxy resin and placed in the bottom to extend approximately three inches up the wall section, to overlap with the liner wall section. The CIPM Liner shall be made longer than the structure to overlap and reinforce the bench/floor transition area, providing overlap and double liner thickness in the critical corner section where the wall meets the bench.

3.4 FINAL INSPECTION AND ACCEPTANCE

- A. The installation of the approved liner system shall be in strict accordance with the manufacturer's written instructions. Contractor may submit alternate thicknesses as per the manufacturer's recommendations. The work shall include re-grouting all inlet and outlet lines and benches, as needed, including all preparation, installation, curing and finish operations for the complete rehabilitation process. The liner shall be installed and cured-in-place via a simultaneous pressurization blower system with steam heat injection, or other manufacturer approved process. The curing process will be typically completed in manholes in approximately two hours. Inlet and outlet lines must be reopened within one hour from the time the curing process is completed. 8
- B. The CIPM lining of the structure shall result in a monolithic structure, bonded to the contours of the existing host structure. The liner shall be adequately bonded to the interior structure surface and be completely watertight from the ring and cover area to the transition area where the shelf and invert channel connects, including completely sealing the manhole wall and shelf areas to the inlet and outlet pipes.
- C. Qualification testing of the CIPM liner materials shall have been completed prior to installation. The initial structural properties shall meet or exceed the properties shown in Table 1. Any pertinent qualification testing shall be completed according to ASTM D 5813 as agreed upon between the owner and manufacturer.
- D. Cleaned Structure--All surfaces of the host structure shall be clean to the concrete substrate, acceptable to the owner/inspector and ready to receive the liner.

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- E. Resin Quantity--The liner manufacturer shall provide a tag on each CIPM liner indicating the amount of catalyzed resin necessary for impregnation purposes in order to meet structural properties. This will be acceptable with a tolerance variation of plus or minus 5%.
- F. The completed installation should be visually inspected to assure that dry spots are not present in the finished liner. This can also be accomplished by closed circuit television if usual inspection cannot be accomplished. No infiltration of groundwater should be observed coming through the CIPM liner or coming out at any place where the liner ends.
- G. Curing logs shall be filled out and kept on every structure that is lined. Such curing forms shall be provided by the manufacturer and shall be maintained for the duration of the 20-year warranty period.

CURED-IN-PLACE LIFT STATION REHABILITATION

PART 1 – GENERAL

This section covers the lining and rehabilitation of lift station structures within sanitary and storm water collection systems with the use of a cured-in-place laminated composite bonded to the host structure. It shall be comprised of a three-layered, laminated structural system containing a non-porous membrane layered between two structural layers of fiberglass.

Any alternative product being submitted for pre-approval must provide third party test certification that the product will meet or exceed the physical properties named herein in Section 2.1.G, Table 1. Proposed product and Contractor must also meet or exceed the installation standards, experience and performance qualifications as herein described in this specification. If approved, notice from the Owner/Engineer shall be delivered to all plan holders and potential bidders a minimum of fourteen calendar days prior to date of bid opening, in the form of a written addendum. Spray and hand applied coatings shall not be considered for use on this project.

Any product used must provide warranty that infiltration, further deterioration, and root intrusion shall be prevented for the warranty period. Said warranty shall be unconditional and non-prorated for 10-year for liner materials and 1-year for labor.

1.1 DESCRIPTION OF WORK

- A. Liner material and components shall have been custom fabricated to fit the specific configuration of each structure prior to beginning the liner installation.
- B. Cured-in-place liner shall completely seal the lift station, pipe inlet and outlets, and the top deck slab in a monolithic method, as required, or as shown on the plans, and that no holes, cracks or seams in the liner are left unsealed, which would allow gases or fluids to flow behind the cured-in-place liner.
- C. Contractor shall furnish all labor, materials, equipment, and incidentals required to supply and install a chemical resistant cured-in-place liner as required or as shown on the plans.

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- D. The cured-in-place liner shall be designed and installed to protect concrete, brick, and other lift station surfaces from corrosion. The cured-in-place liner product shall be designed to stop infiltration, root intrusion, and further deterioration in the structure. The interior surfaces to be protected shall include the walls, floor, pipe junctions and the underside of the top deck slab.

1.2 REFERENCED SPECIFICATIONS

The cured-in-place corrosion resistant liner system shall be manufactured and installed to be in compliance with the listed minimum values of the applicable ASTM testing requirements.

ASTM D-638	Tensile Strength
ASTM D-790	Flexural Strength and Flexural Modulus

1.3 SUBMITTALS

- A. The Contractor shall submit for review, complete detailed shop drawings and schedule for all materials furnished under this section.
- B. The Contractor shall submit for approval all manufacturer warranties for all materials furnished under this section and Manufacturer's certification that the materials supplied comply with this specification.
- C. The Contractor shall submit for approval, the Manufacturer's Licensee Certification that the Contractor is trained in the installation process and procedures for the proposed liner system under this section.
- D. The Contractor shall provide a reference list of lift station rehabilitation projects that are of the same typical scope of work as this project. Reference shall include: Name and address of Client, project name, contact person, phone, scope including number of structures lined, and gross dollar amount of the project.
- E. Contractor shall submit the Manufacturer's affidavit showing that the product meets or exceeds the physical properties named herein on Table 1, Test Property Values.

1.4 WARRANTY AND REPAIRS

- A. Manufacturer shall provide unconditional and non-prorated warranty on the performance of the cured-in-place liner materials for 10 years and Certified Installer shall provide 1-year labor warranty to repair or replace any failing conditions of the liner in the structure. Certification of the conforming warranty shall be provided prior to approval of the submittals and award of contract.
- B. The cured-in-place liner system shall be repairable at any time during the life of the structure, with the same type of liner system materials used in the original installation. Repair/lining materials shall be of the type that will bond to the original liner materials.

1.5 CONTRACTOR AND INSTALLER WORK HISTORY

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- A. The licensed installer shall have installed the specified cured-in-place liner system in lift station structures in the state of the contract installation and shall provide a detailed list with proof, (including contract name, utility owner and city and state), and verification thereof. (see Section 1.3 D)
- B. Contractor will provide a list of said installations with at least three (3) references in the state of the installation of the specified liner installation.

PART 2 – PRODUCTS

2.1 MATERIALS AND LINER INSTALLATION SYSTEM

- A. FOR STRUCTURAL, INFILTRATION & CORROSION CONDITIONS: The cured-in-place liner shall be a three-layered composite system with a total pre-saturated fabric weight of 68 ounces per square yard.
- B. In typical lift station structures, the liner shall be no less than a three-layered composite system. Layer #1 is 24-oz. structural fiberglass impregnated with a modified epoxy resin and bonded to the existing substructure. Layer #2 is to be a gas and liquid impermeable membrane of special non-porous materials, bonded to layer #1 and layer #3. Layer #3 will consist of 24-oz. structural fiberglass saturated with epoxy and bonded to the non-porous membrane, forming a smooth interior wall to the host structure. The non-porous membrane shall be imbedded between the structural layers of epoxy-fiberglass to guard against nicks, tears and damage to the gas and liquid impermeable membrane.
- C. For deeper structures or for extreme deterioration and/or heavy infiltration, additional layers of fiberglass may be added as needed. Any variation of the liner thickness requirements shall be approved by the manufacturer in writing, and mutually agreed upon between the Owner and Contractor, prior to commencement of the work. Variation in liner thickness by the manufacturer or authorized installer will not affect the warranty requirement.
- D. The cured-in-place liner shall be constructed such that the non-porous PVC inner membrane is protected from damage by the structural fiberglass and epoxy layer on both sides. This inside surface protective layer is to protect the cured-in-place liner from impact damage e.g. nicks from rodders, root cutters, hydro-vacuum nozzles, inspection cameras, survey equipment, and construction techniques used in pipeline rehabilitation. The non-porous PVC membrane shall not be exposed on the inside of the manhole. The importance of this protective layer cannot be overemphasized to protect the manhole from sulfides and other gases penetrating through nicks and cuts in an unprotected membrane. This cured-inplace liner must be impervious and without pinholes that will allow hidden 4 corrosion on the concrete behind the liner, which can cause the eventual failure of the liner.
- E. The cured-in-place lining system shall be applied by a manufacturer certified Licensed Installer and shall be installed in strict accordance with Manufacturer's specifications. Liner Installer shall be trained in handling, application of materials, and will custom fit the liner to the lift station in order to protect the concrete and brick surfaces from sewer gases.

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TABLE 1- Test Property Values

The Manufacturer must provide an affidavit certifying that the liners to be installed will meet or exceed the following test values. Furthermore, Manufacturer must provide a warranty certificate that clearly states that the 10-year materials warranty shall be unlimited and non-prorated for the entire period of the warranty.

Materials Section: 68 oz per sq yd cured-in-place fiberglass/membrane/epoxy liner

ASTM-D-790

Flexural Strength 23,775 psi

Flexural Modulus 1,030,138 psi

ASTM-D-638

Tensile Strength 11,489 psi

Engineered Life Expectancy 50-100 Years

Installation Warranty 1 Year

Materials Warranty 10 Years

PART 3 – INSTALLATION

3.1 STRUCTURE PREPARATION & LINING OF CURED-IN-PLACE LINER

- A. The Owner shall have removed all mechanical and electrical equipment from the structure providing the liner installer an empty structure. Owner shall also have removed the top deck slab if possible.
- B. Contractor will perform preliminary cleaning of the structure with a high-pressure hydro jet sprayer with an operating pressure of at least 4,000 psi. After pressure cleaning, surface may be cleaned with degreaser or other solvents as needed to remove any film or residue on the surface.
- C. The Contractor shall remove any existing steps. The metal portion of all steps will be removed flush with the lift station interior wall surface, and any remaining 5 holes are to be patched flush prior to applying the cured-in-place liner. The final coated surface shall have a smooth uniform appearance.
- D. All cracked or disintegrated material shall be removed from the structure surface area exposing a sound substrate. Patches or filling of voids using fast setting hydraulic cement or epoxy mastic shall be allowed to cure according to the manufacturer's specifications before continuing with the cured-in-place liner rehabilitation process.
- E. All inlet pipes shall be trimmed and grouted as needed with hydraulic or Portland Type II cement, forming a filet between the structure wall and pipe. Inlet pipes should be trimmed so they do not extend into the structure more than two inches. Such application of grout shall extend at least six inches from the inlet pipe onto the wall area.

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- F. Owner shall have removed all mechanical and electrical equipment from the structure, providing the liner installer an empty structure. Additionally, Owner shall have removed the lift station deck slab and laid it bottom side up so that the liner installer can line the deck slab underside. If removing the lift station deck is not possible, lining shall be accomplished through the hatch. Unless otherwise specified by the owner, the liner will include walls, the floor, and the underside of top deck slab and may be accomplished one of two ways:
1. The underside of the top slab may be lined in conjunction with the walls and floor if being lined through the hatch opening. -OR
 2. The utility owner may remove the top slab and lay the underside facing up. Lining of the lift station will occur in the main structure and then separately for the removed deck slab underside.
- G. Once the liner is fully saturated with resin, it shall be lowered into the structure to the appropriate pre-marked position at structure entrance. In the case of large or non-cylindrical structures, the liner may be installed in sections with multiple cure times. The liner shall form a monolithic structure permanently connecting the walls and floor of the structure and top deck slab. Pump stations and larger structures are typically pressurized at a minimum 300 lbs. per square foot, with major infiltration being stopped prior to installation. This is due to the limited weight of the deck slab restricting the amount of internal pressure that can be applied during the installation process. The liner may also be pressurized and cured-in-place at ambient temperature by filling the structure with water to approximately one foot above the surface area to be lined. Depending upon specific site conditions, the water method is preferred for structures such as square or rectangular manholes, or vaults and large pump stations.

3.2 CURING PROCESS

- A. Once positioned inside the structure, the liner shall be pressurized with air or water then cured with steam, ambient or heated air, or ambient or heated water. (Most typical installations are heated by a temperature inversion system of 6 pressurization with steam injection and a high velocity hot air column.) The liner shall be heated until fully cured. The actual curing time will generally be based on the size of the structure. Regardless of curing process, the liner shall be fully covered under warranty.
- B. Upon completion of the liner curing process, the inflation bladder shall be removed, all lines re-opened and the excess liner cut off at the structure opening. Additionally, a sealant or O-ring is applied to the top perimeter of the lift station and the deck slab is placed back into its original position so that gases will not escape the structure.

3.3 CURED-IN-PLACE LINER INSTALLATION

Manufacturer's authorized licensed installer shall typically install the cured-inplace liner with simultaneously combined air pressure and steam heat injection, except where jobsite conditions restrict use. The liner may also be installed with or without other heat methods including ambient curing under longer periods of time in accordance with the manufacturer's written instructions. Epoxy resin as specified herein does not have a flash cure, but rather is typically a condition of liner thickness, time, and temperature. Hand applied fiberglass and epoxy application shall not be accepted. Installer shall line wall,

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floors and the underside of the top deck slab with cured-in-place liner system materials that have been saturated with the epoxy resin and placed in the bottom to extend approximately three inches up the wall section, to overlap with the liner wall section. The cured-in-place liner shall be made longer than the structure to overlap and reinforce the wall/floor transition area, providing overlap and double liner thickness in the critical corner section where the wall/chamfer meets the floor.

3.4 FINAL INSPECTION AND ACCEPTANCE

- A. The installation of the approved liner system shall be in strict accordance with the manufacturer's written instructions. Contractor may submit alternate thicknesses as per the manufacturer's recommendations. The work shall include re-grouting all inlet and outlet lines as needed including all preparation, installation, curing and finish operations for the complete rehabilitation process. The liner shall be installed and cured-in-place via a simultaneous pressurization blower system with steam heat injection, or other manufacturer approved process. The entire installation process will typically be completed in lift stations over a two-day period. Day one for prep and day two for installation.
- B. The cured-in-place lining of the structure shall result in a monolithic structure, bonded to the contours of the existing host structure. The liner shall be completely bonded to the interior structure surface and be completely watertight, including completely sealing the wall, floors, and the underside of the top deck slab.
- C. Qualification testing of the cured-in-place liner materials shall have been completed prior to installation. The initial structural properties shall meet or exceed the properties shown in Table 1.
- D. Cleaned Structure--All surfaces of the host structure shall be clean to the concrete substrate, acceptable to the owner/inspector and ready to receive the liner.
- E. Resin Quantity--The liner manufacturer shall provide a tag on each cured-in-place liner indicating the amount of catalyzed resin necessary for impregnation purposes in order to meet structural properties. This will be acceptable with a tolerance variation of plus or minus 5%.
- F. The completed installation should be visually inspected to assure that dry spots are not present in the finished liner. This can also be accomplished by closed circuit television if usual inspection cannot be accomplished. No infiltration of groundwater should be observed coming through the cured-in-place liner or coming out at any place where the liner ends.
- G. Curing logs shall be filled out and kept on every structure that is lined. Such curing forms shall be provided by the manufacturer and shall be maintained for the duration of the 10-year warranty period.

VENDOR RESPONSE – SCOPE & SPECIFICATIONS

NOTE: Respond with the requested information. Instructions are in red.

1. **Company Profile. Required.**
 - a. Provide a brief company history and organizational summary.
 - b. Include brief biographical information regarding the personnel who would be directly responsible for the management and local supervision of projects under a PCA contract.
 - c. Provide documentation of Vendor's safety record in performing similar services, including safety violations, assessments or citations issued by applicable governmental agencies in the past five (5) years.
 - d. Performance Bond. If required.
2. **Products/Services. Required.**
 - a. Discuss whether Vendor will be (1) offering products only; (2) offering products and services; or offering services only.
 - b. Confirm that the products/services proposed meet the intent of the solicitation.
 - c. Describe products/services Vendor is offering to provide PCA Members. Vendors are requested to offer their line of available products and services that are commonly purchased by public sector entities that they currently perform in their normal course of business.
 - d. State if Vendor provides expert advice/consultation.
 - e. Discuss whether Vendor routinely uses or plans to use Subcontractor or perform all work as agreed to by PCA Member using his own equipment and personnel.
 - f. Vendor agrees to advise PCA Member when work is expected to be hazardous to students, employees, the public and/or other workers.
3. **Sample Project. Required.** Provide a project completed for a public sector customer (desired). Do not identify the customer unless prior written approval has been obtained. Cover:
 - a. Size of customer
 - b. Sample user agreement/supplemental agreement/purchase order, if applicable.
 - c. List of personnel used.
 - d. Scope of work.
 - e. Duration of the project.
 - f. Overall cost.
4. **Marketing Plan. Required.** Show how Vendor plans to use the PCA contract to market its products/services. It could include sample handouts/flyers, lunch and learn programs, and conferences.
5. **Training Program.** **If Not Applicable, initial here** ✓

Describe program for training for PCA Member on equipment and operation, if applicable. Cost should be included in SECTION 6.
6. **Detail Vendor Freight, Delivery, Inspection & Acceptance Policy and Capabilities.** **If Not Applicable, initial here** ✓

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All deliveries requiring Inspection and Acceptance shall be Freight Prepaid, F.O.B. Destination, Full Freight Allowed, Inside Delivery and shall be included in Vendor pricing unless otherwise clearly stated in writing in Vendor's proposal to PCA Member. Deliveries shall be made during PCA Member's business hours.

Delivery

NOTES: PCA suggests (DOES NOT REQUIRE) free delivery. **Charging for delivery is not an exception to this contract.** Detail Vendor delivery practices/charges.

- a. State standard delivery charges
- b. Minimum order for free delivery
- c. State standard delivery timeframe
- d. Expedited delivery capabilities/charges

PCA Member issuing the Purchase Order may request emergency delivery. Vendor must use its best efforts to comply with rush or emergency requested. However, if Vendor is unable to fulfill the emergency delivery request, PCA Member may procure its needs from alternative sources without penalty.

7. **Warranty Information.** **If Not Applicable, initial here** _____
- a. State length of standard warranty on parts/equipment/materials.
 - b. Length of standard warranty on installation/service.
 - c. Does Vendor offer extended warranty or maintenance contract? **Yes** _____ **No** ☒
If 'Yes', provide the cost as a separate line item on the Price List in SECTION 6.

Products delivered in accordance with this Contract and terms agreed upon by the vendor and Member may be NEW or USED. If defective or incorrect products are delivered, Awarded Contractor shall make all reasonable effort to accommodate returns or exchanges in accordance with terms agreed upon.

SECTION 6 – PRICING

Instructions: Fill in the blanks below and/or provide price lists or catalogs or online pricing.

Vendor is encouraged to offer any and all products or services that they currently perform in their normal course of business. It is the Vendor's responsibility to propose a pricing and Member discount structure in a manner reasonably understood by any Member. Vendor should be clear and concise in its pricing proposal and shall not deem it "Confidential."

Pricing will take into account the PCA Admin Fee of **three (3%)**, to be included as part of overhead costs on the TOTAL of any purchase order or invoice, exclusive of applicable taxes and shall not list it as a separate line item attributable to the Member. The Fee will be calculated:

0.03 X (gross purchase order/contracted amount LESS Pass-Through Costs)

Best Price

Vendor will provide best pricing for PCA Members. PCA expects Vendor's response to include their Best Price offered to all governmental, cooperative or retail customers.

Additional discounts may be negotiated between the Vendor and Member if other Member agencies who meet the exact same criteria are offered an equal discount. The purchase order must reflect any additional discounts agreed upon.

Bundling, if Applicable

PCA contracts may be bundled by a vendor holding other current PCA contracts (PCA Awarded Contractors) where it is allowed for the benefit of PCA Members.

'Value Add'

Packaging complementary products and services, purchasing levels and a series of added benefits that are significant in value and are, themselves, a whole lot more valuable than simply the product is by itself.

Best and Final Offer

PCA may request Vendor to submit a Best and Final Offer. Vendors must submit their Best and Final Offers in writing.

EDGAR

For jurisdictions (primarily K-12) requiring EDGAR, price validation may use the non-pre-priced method for validation and inclusion into the cost books. The number of line items being validated may vary and left up to the PCA Member and Vendor to agree upon.

PCA Contract Reference on Member Purchase Order and Vendor Invoice

PCA Members will require a purchase order, a contract, supplemental contract, or other form to be completed to use Vendor's PCA awarded contract. Instruct your customer/PCA Member to refer to **"PCA # OD-406-24 Cured-in-Place (CIP) Rehabilitation for Vertical Sewer Structure"** on the purchase/job/work order or other form. This information is the PCA Member's purchase justification, keeps them compliant with state and local purchasing policies, and assists the PCA Member with their periodic audits.

PURCHASING COOPERATIVE OF AMERICA
RFP OD-406-24 Cured-in Place (CIP) Rehabilitation for Vertical Sewer Structures

Likewise, Vendor will reference to “PCA # OD-406-24 Cured-in-Place (CIP) Rehabilitation for Vertical Sewer Structures” on the quote and invoice or other form.

VENDOR RESPONSE - PRICING

PCA Member Discount Offer

Vendor may offer percent off catalog or price list for products/services, if applicable:

Products	<u>Infrastructure Rehabilitation USA, Inc. Price Book 2024</u>	Discount: <u>5%</u>
Services	<u>Infrastructure Rehabilitation USA, Inc. Price Book 2024</u>	Discount: <u>5%</u>

OR

Price Lists, Catalogs or Online Pricing Offer

If Price Lists are used, present the PCA Member discount from your published standard price list for products, consulting rates, installation, delivery costs (if not already included in the product price) and any other costs. Provide a full description and pricing for ‘Value Add’ items that are to be considered for award. Also include explanations, procedures, or clarifications of pricing policies including volume price discounts and submit in a format that is easily understood.

If catalogs are used, be cognizant of Bonfire’s space limitations.

If online pricing is used, provide necessary URL, login and password information to access the catalog/pricing.

Pricing will be re-verified by PCA Member with Vendor. PCA may be contacted to review proposed and amended pricing.

Where labor and maintenance costs vary and may be ongoing, Vendor and Member shall be responsible to implementing clear and concise supplemental terms and conditions as part of their purchase order.

CONTRACT AMENDMENT

PCA Price Adjustment Policy

Contract amendment discounts must be commensurate with the original discount offered. PCA must be given sufficient time to review the request. The contract amendment request letter format is available from PCA Vendor’s letter should include:

- Signature by company principal on company letterhead
- Contract number and title
- Product/service description
- Justification/explanation
- Contact information, and
- Pricing/price list (may be an attachment)

PURCHASING COOPERATIVE OF AMERICA
RFP OD-406-24 Cured-in Place (CIP) Rehabilitation for Vertical Sewer Structures

NEW PRODUCTS/SERVICES can be added to Vendor's contract as they become available, provided they meet the existing scope of products and/or services as identified in the contract. Where catalog pricing is identified, Vendor is responsible for providing any and all updates to this catalog to PCA, in writing, within 30 days of any update.

Authorized distributors or dealers shall provide authorization letters from all manufacturers offering products under this contract. These letters will become a part of this contract.

PRICE DECREASES are accepted for existing products/services at any time during the contract term.

PRICE INCREASE requests must be tied to a market indicator such as the Cost Price Index (CPI) or Consumer Cost Index (CCI) or an equivalent justification.

UPDATED AND NEW MODULE ADDITIONS (if applicable) may be accepted for existing products at any time during the contract term. Changes may be made to update or replace original contracted modules. New modules providing additional capabilities may be added as long as the discount offered is the same as the PCA discount from the published schedule.



PURCHASING COOPERATIVE OF AMERICA

RFP OD-406-24

CURED-IN-PLACE (CIP) REHABILITATION FOR VERTICAL SEWER STRUCTURES

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

☐ Go to www.irs.gov/FormW9 for instructions and the latest information.

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.

Infrastructure Rehabilitation USA, Inc.

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.

401 Edwards Street, Suite 2100

6 City, state, and ZIP code

Shreveport, LA 71101

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

4	5	-	3	6	3	0	8	5	7
---	---	---	---	---	---	---	---	---	---

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 ☐ 02/15/2024

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.

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)

2/13/2024

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 470 Ashley Ridge Boulevard Shreveport LA 71106	CONTACT NAME: Amy Strange PHONE (A/C, No, Ext): 318-629-8124 FAX (A/C, No): E-MAIL ADDRESS: Amy_Strange@ajg.com
INSURED Infrastructure Rehabilitation USA, Inc. 401 Edwards St Suite 2100 Shreveport LA 71101	INSURER(S) AFFORDING COVERAGE INSURER A: Westchester Surplus Lines Insurance Co INSURER B: Retailers Casualty Insurance Company INSURER C: Travelers Property Casualty Co of America INSURER D: Scottsdale Insurance Company INSURER E: Palomar Excess and Surplus Insurance Company INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 635265161**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
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	RBS0184716	1/25/2024	1/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	PES-XS-01-1005	1/25/2024	1/25/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	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		Y	99912658	8/18/2023	8/18/2024	☒ 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
A C	Pollution Liability Installation Floater	Y	Y	G2830481A 004 QT6601L177361TIL24	5/19/2023 1/25/2024	5/19/2024 1/25/2025	\$1,000,000 \$300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as Additional Insured -Primary and Noncontributory -Automatic Status When Required in a GL Written Contract or Agreement (Including Completed Operations)

Waiver of Transfer of Rights of Recovery Against Others to Us - Automatic status When GL required in Contract or Agreement

The Umbrella policy follow form.

Waiver of Subrogation applies to the Pollution Liability policy.

Additional Insured endorsement applies to the Pollution Liability Policy.

Primary and Noncontributory endorsement applies to the Pollution Liability policy.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Purchasing Cooperative of America
11811 North Fwy STE 500
Houston TX 77060

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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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Infrastructure Rehabilitation USA, Inc. 401 Edwards St Suite 2100 Shreveport LA 71101
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation applies to Workers Compensation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2024

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  CASSIUS BURRELL INSURANCE AGENCY INC 680 BERT KOUNS IND LOOP SHREVEPORT LA 71118	CONTACT NAME: ROBIN MCCOLE		
	PHONE (A/C, No, Ext): 318-687-3822	FAX (A/C, No): 318-688-5330	
	E-MAIL ADDRESS: ROBIN.MCCOLE.UDQP@STATEFARM.COM		
INSURED INFRASTRUCTURE REHABILITATION USA, INC 401 EDWARDS ST SUITE 2100 SHREVEPORT LA 71101	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: State Farm Mutual Automobile Insurance Company		25178
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		Y	219-5962-A31-18	01/31/2024	07/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of Subrogation in Favor of PCA Members and Members' Officers, Employees and Agents

CERTIFICATE HOLDER

CANCELLATION

PURCHASING COOPERATIVE OF AMERICA 11811 NORTH FWY STE 500 HOUSTON TX 77060	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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Arthur J. Gallagher Risk Management Services, Inc.

111 Veterans Blvd. Suite 1130
Metairie, LA 70005
Office 504-888-1100
Fax 504-888-1299

February 13, 2024

Purchasing Cooperative of America

Re: Infrastructure Rehabilitation USA, Inc.

To Whom It May Concern:

This is to advise that the above referenced Principal has previously been provided surety credit and currently has a bond program of \$3,000,000 single job/ \$6,000,000 aggregate program.

Any issuance of a final bond is subject to review of the terms and conditions of the contract and final bond forms, pertinent underwriting information and project financing.

Any arrangement for the final bonds is a matter between Infrastructure Rehabilitation USA, Inc. and ourselves and we assume no liability to third parties if for any reason we do not execute said bonds.

Sincerely,
Arthur J. Gallagher



Greg Weston
/gv

State of Arkansas
Commercial Contractors Licensing Board

INFRASTRUCTURE REHABILITATION USA INC
401 EDWARDS ST, #2100
SHREVEPORT, LA 71101

INFRASTRUCTURE REHABILITATION USA INC

This is to Certify That

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

MUNICIPAL & UTILITY CONSTRUCTION

This contractor has an unlimited suggested bid limit.

from July 28, 2023 **until** June 30, 2024 **when this Certificate expires.**

Witness our hands of the Board, dated at North Little Rock, Arkansas:



Ray [Signature]

CHAIRMAN

Michelle [Signature]

SECRETARY

July 28, 2023 - srg

STATE OF ALABAMA

BID LIMIT: U
AMOUNT: UNLIMITED



LICENSE NO.: 55925
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

INFRASTRUCTURE REHABILITATION USA INC

SHREVEPORT, LA 71101

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

MU: MUNICIPAL AND UTILITY, REP: RECIPROCITY STATE OF LOUISIANA

until March 31, 2024

when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

27th day of June, 2023

195749

Michael B. Ten

SECRETARY-TREASURER

Charles A. Carter Jr.

CHAIRMAN



State Licensing Board for Contractors

This is to Certify that:

INFRASTRUCTURE REHABILITATION, U.S.A., INC.
401 Edwards Street, Suite 2100
Shreveport, LA 71101

is duly licensed and entitled to practice the following classifications

MUNICIPAL AND PUBLIC WORKS CONSTRUCTION



Witness our hand and seal of the Board dated,
Baton Rouge, LA 20th day of April 2021

Will B. McQuinn

Director

Lee Mallett

Chairman

Andre D. Dumas

Treasurer

Expiration Date: April 19, 2024

License No: 66631

This License Is Not Transferrable



February 14, 2024

Re: Infrastructure Rehabilitation USA, Inc. – Authorized Distributor
and Reseller of **THE CIP LINER**

To Whom It May Concern,

Our company, CIP Industries, LLC, is the manufacturer of **THE CIP LINER**. Infrastructure Rehabilitation USA, Inc., its employees and affiliates, are all certified and authorized to install all products we manufacture, including **THE CIP LINER** 56 oz. Series, 68 oz. Series, and the 116 oz. Series. Infrastructure Rehabilitation USA, Inc. is the sole authorized distributor and reseller of The CIP Liner in the United States.

They are certified to sell our product in manholes, lift stations, catch basins, pump stations, wet wells, vaults, storm water culverts, and pipes. We are the strongest permanent sustainable solution on the market. Infrastructure Rehabilitation USA, Inc.'s installers are the most experienced and capable in the industry, and we confidently endorse their work in any wastewater rehabilitation project.

If you have any questions concerning the above, please do not hesitate to contact the undersigned at (850)-740-3823 or at info@cipindustries.com.

Sincerely,

Kevin Boyd,
Director of Manufacturing
CIP Industries, LLC

Theodore J. Casten Resume

Theodore Casten is the CEO and President of Infrastructure Rehabilitation USA, Inc., located in Shreveport, Louisiana. He is also the managing shareholder in the law firm of Casten & Pearce, A.P.L.C in Shreveport, LA and holds the highest designation of AV from the MartinDale-Hubbell Directory for legal ability and ethics. He has been involved in the municipal wastewater business for over 20 years and began as CEO and President of Infrastructure Rehabilitation, Inc. in 2011. Theodore is a member of the Association of Water Board Directors (A.W.B.D.) in Texas and has led multiple NASSCO seminars on Cured-In-Place manhole and lift station rehabilitation. He is also a member of the Louisiana Rural Water Association and the Louisiana Municipal Association.



February 14, 2024

Re: Infrastructure Rehabilitation USA, Inc. – Authorized Distributor
and Reseller of **THE CIP LINER**

To Whom It May Concern,

Our company, CIP Industries, LLC, is the manufacturer of **THE CIP LINER**. Infrastructure Rehabilitation USA, Inc., its employees and affiliates, are all certified and authorized to install all products we manufacture, including **THE CIP LINER** 56 oz. Series, 68 oz. Series, and the 116 oz. Series. Infrastructure Rehabilitation USA, Inc. is the sole authorized distributor and reseller of The CIP Liner in the United States.

They are certified to sell our product in manholes, lift stations, catch basins, pump stations, wet wells, vaults, storm water culverts, and pipes. We are the strongest permanent sustainable solution on the market. Infrastructure Rehabilitation USA, Inc.'s installers are the most experienced and capable in the industry, and we confidently endorse their work in any wastewater rehabilitation project.

If you have any questions concerning the above, please do not hesitate to contact the undersigned at (850)-740-3823 or at info@cipindustries.com.

Sincerely,

Kevin Boyd,
Director of Manufacturing
CIP Industries, LLC



February 14, 2024

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Sincerely,

Kevin Boyd,
Director of Manufacturing
CIP Industries, LLC



February 14, 2024

Re: Infrastructure Rehabilitation USA, Inc. – Authorized to Subcontract
Installation of **THE CIP LINER**

To Whom It May Concern,

Our company, CIP Industries, LLC, is the manufacturer of **THE CIP LINER**. Infrastructure Rehabilitation USA, Inc., its employees and affiliates, are all certified and authorized to install, and subcontract to install, all products we manufacture, including **THE CIP LINER** 56 oz. Series, 68 oz. Series, and the 116 oz. Series. Infrastructure Rehabilitation USA, Inc. is the sole authorized distributor and reseller of The CIP Liner in the United States. They are also authorized to subcontract installation of **THE CIP LINER**.

They are certified to sell our product in manholes, lift stations, catch basins, pump stations, wet wells, vaults, storm water culverts, and pipes. We are the strongest permanent sustainable solution on the market. Infrastructure Rehabilitation USA, Inc.'s installers are the most experienced and capable in the industry, and we confidently endorse their work in any wastewater rehabilitation project.

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Sincerely,

Kevin Boyd,
Director of Manufacturing
CIP Industries, LLC

State of Arkansas
Commercial Contractors Licensing Board

INFRASTRUCTURE REHABILITATION USA INC
401 EDWARDS ST, #2100
SHREVEPORT, LA 71101

INFRASTRUCTURE REHABILITATION USA INC

This is to Certify That

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

MUNICIPAL & UTILITY CONSTRUCTION

This contractor has an unlimited suggested bid limit.

from July 28, 2023 **until** June 30, 2024 **when this Certificate expires.**

Witness our hands of the Board, dated at North Little Rock, Arkansas:



Ray [Signature]

CHAIRMAN

Michelle [Signature]

SECRETARY

July 28, 2023 - srg

STATE OF ALABAMA

BID LIMIT: U
AMOUNT: UNLIMITED



LICENSE NO.: 55925
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

INFRASTRUCTURE REHABILITATION USA INC

SHREVEPORT, LA 71101

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

MU: MUNICIPAL AND UTILITY, REP: RECIPROCITY STATE OF LOUISIANA

until March 31, 2024

when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

27th day of June, 2023

195749

Michael B. Tew

SECRETARY-TREASURER

Charles A. Carter Jr.

CHAIRMAN



State Licensing Board for Contractors

This is to Certify that:

INFRASTRUCTURE REHABILITATION, U.S.A., INC.
401 Edwards Street, Suite 2100
Shreveport, LA 71101

is duly licensed and entitled to practice the following classifications

MUNICIPAL AND PUBLIC WORKS CONSTRUCTION



Witness our hand and seal of the Board dated,
Baton Rouge, LA 20th day of April 2021

Will B. McQuinn
Director

Lee Mallett
Chairman

Andre D. Dumas
Treasurer

Expiration Date: April 19, 2024

License No: 66631

This License Is Not Transferrable



February 14, 2024

Re: Infrastructure Rehabilitation USA, Inc. – Authorized Installer of
THE CIP LINER

To Whom It May Concern,

Our company, CIP Industries, LLC, is the manufacturer of **THE CIP LINER**. Infrastructure Rehabilitation USA, Inc., its employees and affiliates, are all certified and authorized to install all products we manufacture, including **THE CIP LINER** 56 oz. Series, 68 oz. Series, and the 116 oz. Series. Infrastructure Rehabilitation USA, Inc. is an authorized installer of The CIP Liner in all fifty US States.

They are certified to install our product in manholes, lift stations, catch basins, pump stations, wet wells, vaults, storm water culverts, and pipes. We are the strongest permanent sustainable solution on the market. Infrastructure Rehabilitation USA, Inc.'s installers are the most experienced and capable in the industry, and we confidently endorse their work in any wastewater rehabilitation project.

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Sincerely,

Kevin Boyd,
Director of Manufacturing
CIP Industries, LLC

CIP Liner Manhole Installation Sequence

Site Setup: Set up proper traffic control as required and whenever possible place the installation truck in a position that blocks workers from oncoming traffic.

Structure/Liner verification: The field drawings are stapled inside the top of the liner. Verify the structure location and basic dimensions to insure you have the correct liner for the manhole to be lined—and that it will fit the structure.

Protect Site from cement or resin damage: Use a tarp or 4 mil plastic sheeting to protect all necessary areas from cement and/or resin spills or smears. A typical 4foot diameter manhole liner needs an area protected at least 10 ft. wide by at least two feet longer than the un-saturated liner. The tarp or plastic can be secured on plywood sheeting or wood timbers if the jobsite is on pavement. Cover anywhere you are likely to work or walk so your jobsite will remain clean and free of resin spills or tracks. Uncured resin may be cleaned off tools, etc. with steam, hot water or distilled vinegar.

Set up all proper safety requirements and supply sufficient air: Enter the structure with all necessary OSHA approved standards and equipment. Typical CIP Liner installation trucks are equipped with tethered air, tube ventilation fan, and a suction ventilator that can be used on a downstream manhole. Monitor sewer gases at all times with an OSHA approved monitor. Wear all proper clothing, safety goggles and gloves. Protect yourself from contact with the sewer, cement, chemicals and resins—prevent all possible problems by thinking and acting ahead.

Prepare the Structure to Receive the Liner: This includes water pressure cleaning at a minimum of 3,500 PSI with a rotating turbo nozzle, removing steps, trimming pipes and grouting them as needed, building or re-contouring benches and the invert channel, and building a subfloor or flow pipe to allow sewage to continue in the invert during liner installation. Stop all active infiltration within 4-6 inches of anywhere the liner is going to end—like at the invert channel or around pipes. Stop all severe places of infiltration—like a spewing leak. Use expanding chemical grout or hydraulic cement as needed to prepare the structure. Grout the areas where the liner is going to end with hydraulic cement, being mindful of how you will trim the excess liner once it is cured in place. Remember to make your sub-floor over the

invert channel or use a flow through pipe that can withstand the pressure you may later use to inflate the liner—build everything twice as strong as you think is required.

Saturate the Liner at the Jobsite: The liner will need to be un-socked or un-zipped in order to thoroughly saturate the inside layer of the liner with epoxy resin. Once fully saturated, re-sock or re-zip the liner and thoroughly saturate the outside of the liner and the bottom disk that covers the invert and bench areas. Use the worksite tarp/plastic setup area to contain the mixing of the two-part resin and saturating of the liner. The correct amount of resin—with excess—is packaged with each liner.

Attach the inflation canister: The CIP Liner installation canister is like a pressure cooker and has a rib on the outside approximately 4 inches from the bottom. Use ratchet straps to secure the liner to the canister—two straps above the rib and one strap below the rib on the canister.

Lift the liner and lower it into position in the structure: The typical CIP Liner installation truck has a crane to use for this process. Once the canister is lowered to the correct position, install the legs to support the weight of the liner and canister. Once the crane or lifting device is un-attached, pull up the inflation bladder from inside the liner to make certain none of it gets trapped under the liner. There is a lifting strap attached to the center of the bottom of the inflation bladder that can help accomplish this task. Once the inflation bladder is "fluffed" run this strap through the outlet valve of the canister lid. Holding some back pressure on this strap while the liner is being inflated in place will help the bladder put the liner in perfect position.

Inflate the Liner: Inflate the liner to at least 1 PSI (144 lbs. per sq. ft.) to properly have the liner in contact with the contours of the structure for molding and bonding. In structures with potential hydrostatic head pressure of infiltration, increase the pressure to 1 PSI for each 2.3 feet of potential head pressure of active infiltration that may be present. Do not use more than 10 PSI for inflating the liner. Inflation bladder pressure can be controlled by the volume and pressure of air going into the structure, and by the use of the outlet valve on the inflation canister lid. The typical CIP Liner inflation canister has a larger relief valve than the inflation inlet valve. Because the CIP Liner system has a non-porous membrane located between structural layers of fiberglass, it can be installed during active infiltration. The structure may be wet, but make certain it is properly cleaned.

Cure the Liner: CIP Liners with two-part epoxy resin can be cured with a combination of Time and Temperature. Ambient cure at 70 degrees may take 10-12 hours. Steam injection cure with the structure reaching up to 200 degrees may take less than an hour. NOTE: This two-part epoxy resin is not a chemical "flash" cure and does not contain evaporative material or solvent—no VOCs or poly-styrene. The cure inside

the structure has happened prior to the excess liner outside the structure becoming cured; therefore, this is your best indicator of a fully cured liner. Heat is trapped inside the structure as "A" and "B" resin interacts, but the portion of liner coming up out of the manhole that attaches to the inflation canister will have much of its heat dissipated by outside air movement.

Cool Down and Condensate Pump Out: If the liner was cured with steam injection, allow the liner to cool down about 10 minutes under air pressure only before stopping blower inflation. Once this is accomplished, bleed off all pressure with the pressure control relief valve on the canister lid and then remove the lid. Any condensate inside the structure must be pumped out at this time—DO NOT enter the structure under any circumstances with this hot condensate still inside the structure as this water will likely be hotter than 150 degrees. Warning: After just two Seconds at 150 degrees, human skin comes off. Carefully pump this water into a storm drain or back into the installation truck's reservoir. This is uncontaminated water that came from a fire hydrant and has been contained inside a PVC inflation bladder.

Remove the Inflation Bladder: The inflation bladder needs to be cut loose from the canister area at the top of the structure and peeled downward in the structure. It will have made the liner form all the contours inside the structure but will not remain bonded to cured resin. If for any reason it does not peel off easily, you have not fully cured the resin.

Re-Open the Lines: Use a reciprocal saw or offset grinder to trim the liner as needed. Be careful not to saw or grind the liner off at the incorrect places. For example, the liner will concave into the opening of pipes. Saw out the inner portion of this area without sawing the edge of the pipe. Now, you can look or feel inside the pipe to make a smooth final cut or grind. Do the same with the invert channel—do a primary cutout to remove the subfloor or flow pipe, and then do a smoothly contoured, final trim. For cosmetic reasons (curb appeal) use hydraulic cement to smooth the edges of the final cuts as needed—especially along the invert channel and the inlet and outlet pipes openings. Suggestion: Spray the lid seat of the ring and cover with black paint for a professional looking finish.

Properly Dispose of Debris: Place all cutout materials and other project debris including the tarp/plastic that was used during liner saturation in the re-enforced shipping bag the liner was shipped into the jobsite. It can be properly disposed of back at the manufacturing plant or any other proper disposal facility or landfill for such materials. Note: The liner materials and resins do not present a health problem as this is an environmentally friendly process—No VOCs or Poly-Styrene. In all cases, leave the jobsite in better condition than you found it upon arrival.

Installation Sequence Example

Liner Saturation w Epoxy



Inflation Bladder attached to Liner



Cannister Attached to Liner



Liner Raised into Position



Curing w/ Air & Steam



Trim out & Completion



The CIP Liner

STANDARD SPECIFICATIONS

CURED-IN-PLACE (CIP) STRUCTURAL LINER
Designed for Structural Repair and Protection of
Wastewater and Storm Water Collection Systems

- Structural Rehabilitation
- Eliminates Infiltration and Exfiltration
- Stops Corrosion from Sewer Gases and Chemicals
- Lifetime Protection for New Structures

Specifically designed for use in Sewer Manholes,
Lift Stations, Catch Basins, Pump Stations, Wet Wells,
Vaults, Storm Water Culverts and Pipes



401 Edwards Street, Suite 2100
Shreveport, Louisiana 71101
888-277-5485
www.irehabusa.com

The CIP Liner

STANDARD SPECIFICATIONS

1. PRODUCTS

The CIP Liner 116 oz. Series - Multiple structural woven roving fiberglass layers with a non-porous membrane bonded between the layers of fiberglass, with a total fabric weight of 116 oz. per square yard, saturated with 100% solids epoxy, cured-in-place, and bonded to the existing structure. This liner is designed to meet or exceed D.O.T. load requirements for culverts under roads and for manholes where extreme deterioration has left the structure unsound.

The CIP Liner 68 oz. Series - Multiple structural woven roving fiberglass layers with a non-porous membrane bonded between the layers of fiberglass, with a total fabric weight of 68 oz. per square yard, saturated with 100% solids epoxy, cured-in-place, and bonded to the existing structure. This liner is the strongest liner used for structural rehabilitation in typical manholes with corrosion and infiltration.

The CIP Liner 56 oz. Series - Multiple structural woven roving fiberglass layers with a non-porous membrane bonded between the layers of fiberglass, with a total fabric weight of 56 oz. per square yard, saturated with 100% solids epoxy, cured-in-place, and bonded to the existing structure. This liner is used for structural rehabilitation in manholes with moderately deteriorated conditions.

2. MANUFACTURER/DISTRIBUTOR/INSTALLER

Manufacturer:

CIP Industries, LLC
3825 Hwy 390 #B
Panama City, FL 32405
(850)-740-3823
Info@cipindustries.com

Distributor/Installer: Infrastructure Rehabilitation USA, Inc.

401 Edwards Street, Suite 2100
Shreveport, LA 71101
Phone: (888) 277-5485 Fax: (800) 340-2672
www.irehabusa.com Email: **info@irehabusa.com**

3. PRODUCT DESCRIPTION

Usage: The CIP Liner is designed to provide a sustainable solution for rehabilitation of sewer and storm water infrastructure for municipal and industrial applications. It is designed with a 100-year useful life expectancy using “green technology” in that it contains no solvents, evaporative materials, polystyrene or VOC’s. The liner is resistant to deterioration in severe

sewer gas situations such as municipal trunk lines. Other industry suitable resins can be used to saturate the liner for industrial applications.

The CIP Liner is a structural cured-in-place (CIP) liner designed for use as a non-porous, multi-layer system for rehabilitation of structures such as manholes, pump stations, wet wells, vaults, storage tanks, large diameter pipe, and culverts. It provides an impervious water and sewer gas resistant membrane layered between layers of structural fiberglass. Therefore, the liner system is ideal for correcting H₂S gas deterioration, infiltration and exfiltration problems in structures of most any shape or size.

This waterproof liner system eliminates infiltration and exfiltration. The liner fabric and epoxy resins are resistant to gases and chemicals typically encountered in domestic sewer systems. The structural liner permanently adheres to wet or dry surfaces of brick, concrete, PVC, and ductile iron and prevents further deterioration, infiltration, and exfiltration, while providing structural reinforcement to the existing structure, and provides a chemical and sewer gas resistant protective lining system.

The CIP Liner is manufactured in three (3) standard liner weights that are designed for varying depths and structural conditions. The three liner designs provide the end-user with solutions ranging from preventive maintenance to extreme structurally deteriorated conditions.

Each liner is a type that allows rehabilitation of concentric, eccentric or flat top structures without removing the ring top section or corbel. This minimizes traffic disruption and eliminates the need for road repairs. All liner material and components are custom fabricated at the CIP Industries, LLC manufacturing facility to conform to the contours within each individual structure. Structure measurements are taken, and liners are manufactured prior to commencement of the liner installation to minimize the on-site field time required for the liner installation.

Materials and Liner Installation System:

The **116 oz Series** is a five-layer composite system with a total pre-saturated fabric weight of 116-ozs. per square yard. The 116 oz series is designed for sewage pump stations, culvert pipe and manholes. It has been successfully used in vertical structures up to 100 ft. deep. Layers #1 & 2 are both 24-oz. structural, woven-roving fiberglass layers. Layer #3 is a 20-oz. non-porous membrane. Layers #4 & 5 are both 24-oz. structural, woven-roving fiberglass. The layers are saturated with epoxy resins and bonded under heat and pressure forming a monolithic composite to the host structure.

The **68 oz Series** is a three-layer composite system with a total pre-saturated fabric weight of 68-ozs. per square yard. The 68 oz series is designed for sewage pump stations and manholes with problems of deterioration and infiltration. Layer #1 is 24-oz. structural, woven-roving fiberglass. Layer #2 is a 20-oz. non-porous membrane. Layer #3 is 24-oz. structural, woven-roving fiberglass. The layers are saturated with epoxy resins and bonded under heat and pressure forming a monolithic composite to the host structure.

The **56 oz Series** is a three-layer composite system with a total pre-saturated fabric weight of 56-ozs. per square yard. The 56 oz series is designed for structural rehabilitation in sewage pump stations and manholes with moderately deteriorated conditions. Layer #1 is 18-oz. structural, woven-roving fiberglass. Layer #2 is 20-oz. a non-porous membrane. Layer #3 is

24-oz. structural, woven-roving fiberglass. The layers are saturated with epoxy resins and bonded under heat and pressure forming a monolithic composite to the host structure.

The standard impregnating resin for typical domestic wastewater sewer system liners is a modified Polyamide Bisphenol "A" Epichlorodhydrin system that is field applied. After the resin is applied, the liner is lowered into the manhole where, in most cases, it is cured in place with a temperature inversion system of air pressure and steam heat injection. Most liners are cured within two hours and become a structural monolithic wall bonded to the host structure. Other chemical and industrial applications may require alternate resin system depending on the site conditions and chemicals present in the structures. In these cases, the Owner shall supply an analytical report of chemicals present to CIP Industries, LLC. The resin system used in these cases is determined on a case-by-case basis.

Sizes: Each liner is custom fabricated to fit the individual structure. There is no standard configuration in manholes and many other structures; therefore, exact measurements must be completed and submitted prior to manufacturing each liner. CIP Industries, LLC provides diagrams for location, configuration, measurements, site & structure conditions, notes and observations.

4. INSTALLATION PROCESS

Cleaning: All surfaces of the host structure are to be cleaned with a high-pressure hydro-jet sprayer with an operating pressure of at least 4,000-psi. After pressure cleaning, surface may be cleaned with degreaser or other solvents, if needed to remove any film or residue on the surface. Structure shall then be pressure rinsed with water.

Final Preparation: All incoming laterals and main truck line openings shall be properly trimmed and grouted with hydraulic or Portland Type II Cement, forming a filet between the structure wall and each pipe. All inlet and outlet pipes should be trimmed so they do not extend into the structure more than two inches. Such application of grout shall extend at least six inches from the outlet onto the wall area. Manhole steps shall be removed flush to within ½" of the structure wall. Any remaining protrusion shall be grouted over to provide smooth surface for the liner.

Benches, walls, and floors shall be repaired and contoured as appropriate, using chemical grout, hydraulic cement or Portland type II cement. Bench areas and floors shall be lined with The CIP Liner System materials saturated with the epoxy resin and placed in the bottom to overlap with the liner wall section.

Manhole Liner Installation:

Once the liner is fully saturated with resin at the job site, it shall be lowered into the structure to the pre-marked position at the cover seat of the structure opening. The liner shall form a monolithic structure permanently connecting the ring & cover seat to the chimney, corbel, walls, and benches. Unless otherwise required, the liner will end on the bench at the beginning of the invert channel. In cases where invert channel lining is required, the sewage flow must be stopped for a minimum period of 3 hours and should be a separate cost item.

Normal installation procedures do not require the restricting or bypassing of the main trunk line in manholes where the sewage flow is contained within the channels, and channel lining is not required.

In cases where channel is required to be lined, the same process may be used as on the bench area however, the sewage flow must be stopped. Channels may also be lined with a hand lay-up method using structural epoxy CIP Mastic. Using the hand lay-up method, the channel shall be dry and free of infiltration of groundwater. The channel will receive not less than 1 24-oz structural woven roving fiberglass layer along with structural fiber reinforced epoxy mastic. If channel lining is required, it shall be specifically noted in the liner proposal or the client's quotation request.

The CIP Liners for manholes shall be pressurized with air or water, and cured with steam, ambient or heated air, or ambient or heated water. Most typical installations of The CIP Liner will be pressurized at a minimum of 250 lbs. per square foot, depending on the condition of the structure and the amount of hydrostatic pressure from incoming infiltration.

Pump Station, Wet Well and Vault Installation:

All pumps, pipes, and switches shall be removed from the structure, providing the installer of The CIP Liner an empty structure. Unless otherwise specified by the owner, the liner will include walls, the floor, and the underside of top slab. The underside of the top slab may be lined in conjunction with the walls and floor, or it may be coated with structural epoxy mastic. The underside of the top slab may also be lined by removing the top slab for installation of the liner and applying The CIP Liner materials or structural epoxy mastic, then allowing it to cure at ambient temperature. Removal of the top slab method will allow the top slab to be removed in the future.

Once the liner is fully saturated with resin, it shall be lowered into the structure to the appropriate pre-marked position at structure entrance. In the case of large or non-cylindrical structures, the liner may be installed in sections with multiple cure times. The liner shall form a monolithic laminated composite permanently bonded to all interior surfaces (and top slab where applicable).

Sewage pump stations and larger structures are cured under air pressure and heat, conforming to interior contours of the structure, with major infiltration being stopped prior to installation. The liner may also be cured with air pressure at ambient temperature or by filling the structure with water to approximately one foot above the surface area to be lined. Depending on specific site conditions, such as ground water infiltration, the water method may be preferred in order to offset hydrostatic head pressures.

Culvert/Pipeline Installations: The CIP Liner is designed for pipes from 12" to 96" in diameter. Once the liner is saturated with resin, it is lowered into the pipe and then pulled through the section to be lined. A dual inflation cannister system will be attached to the liner on each end. Air pressure and steam heat will be injected from one end and the other end will be equipped with an exhaust valve to control the amount of pressure within the structure. The liner will cover the entire circumference of the pipe or the portion of the pipe required to be lined. Hydraulic flow control will be required during the installation process.

Curing Process: Once the liner is positioned inside the structure it is pressurized with air or water. It is then cured with steam, ambient or heated air, or ambient or heated water. Most typical installations are heated by a temperature inversion system of pressurization with steam injection and a high velocity hot air column. This creates a steam/convection oven atmosphere which brings the liner temperature to approximately 150° to 190° F. The liner is heated for approximately one to three hours. The actual curing time will generally be based on the size of the structure. Regardless of the curing process, The CIP Liners will be fully covered under The CIP Liners warranty.

Upon completion of the liner curing process, the inflation bladder is removed, all lines are reopened, and the excess liner is cut off at the manhole cover seat or structure opening.

5. AVAILABILITY AND COST

Availability: The CIP Liners are available in all major marketing areas throughout the United States and Canada.

Cost: The CIP Liners require custom manufacturing and installation procedures tailored for each structure. The result is a sustainable, “green” solution to infiltration and H₂S gas deterioration. The CIP Liners provide the utmost in “value-engineering.”

6. WARRANTY

CIP Industries, LLC and The CIP Liners authorized licensed Installer jointly provide their standard Twenty (20) Year unlimited and non-prorated Materials Warranty and One (1) Year Labor Warranty for all of The CIP Liners. The CIP Liner fabrics and resins are warranted to be free of defects in materials and workmanship, to prevent infiltration, prohibit root intrusion and provide a surface coating resistant to sewer gases and chemicals typically found in domestic sewer collection systems.

This warranty is for the repair or replacement of the liner as needed. Labor and Materials Warranties are as follows:

The CIP Liners -**Manholes:**

Unlimited, Non-prorated Twenty-Year Materials and One-Year Labor

The CIP Liners -**Sewage Pump Stations, Wet Wells & Culverts:**

Unlimited, Non-prorated Ten-Year Materials and One Year Labor

CIP Industries, LLC does not certify the structural integrity of existing structure or substructure, but the liner system will eliminate further deterioration due to sewer gases and significantly increase the life of the existing structure. In the case of industrial or chemical applications, warranty will be provided on a case-by-case basis.

7. MAINTENANCE

Although no maintenance is anticipated for decades, The CIP Liners are easily repaired. Small holes or cracks can be repaired with CIP Mastic. Larger areas may be repaired using fiberglass material coated on both sides with CIP Mastic for greater structural integrity. The

liner may be core drilled through for the addition of incoming lateral lines. CIP Mastic is a non-shrink 100% solids grout and is recommended for use as a seal between any incoming new line and the manhole or pump station lined wall.

8. TECHNICAL SERVICE



CIP Industries, LLC
3825 Hwy 390 #B
Panama City, FL 32405
(850)-740-3823
Info@cipindustries.com



401 Edwards Street, Suite 2100
Shreveport, Louisiana 71101
888-277-5485
www.irehabusa.com



Date:	Liner #
Utility ID#	

Job# _____

Agency Name	Agency Contact:	City/State:	Inspected By:
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(Check all that apply.)

STRUCTURAL & WORK CONDITIONSStructure: ☐ Brick ☐ Concrete ☐ Other

Conditions:

- ☐ Force Main above Bench
☐ Sewage Flow Control Problems
☐ Truck Access Problems

Explain: _____

Heavy Traffic Control:

- ☐ No Traffic Control
☐ Can perform our own Traffic Control
☐ Have to request TCS

PREP CONDITIONS☐ Remove Steps?

☐ Infiltration: Minor ☐ Severe ☐
Pipes ☐ Walls ☐
Invert ☐ Bench ☐

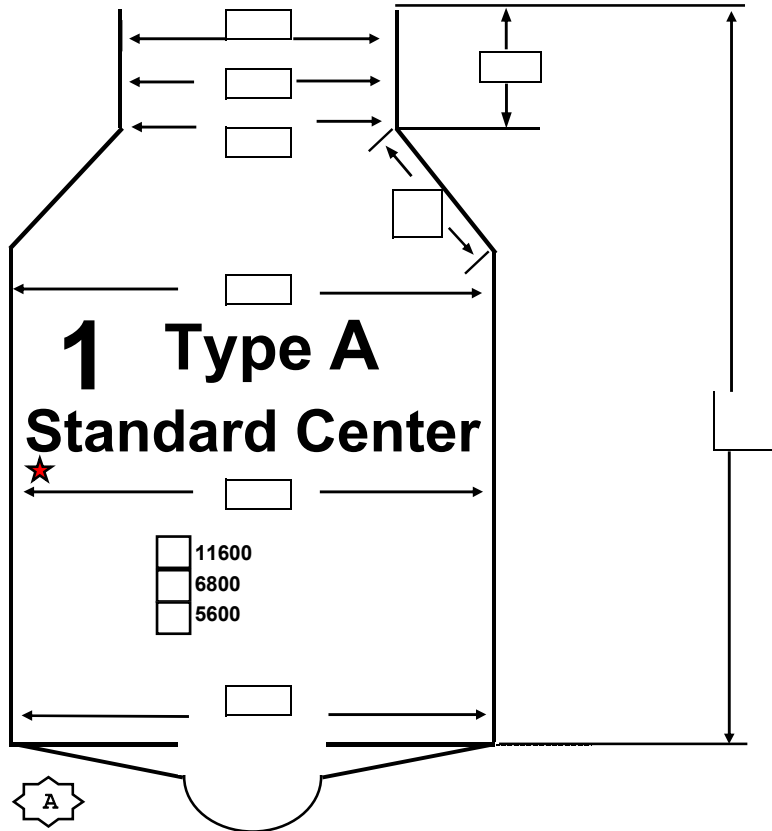
- ☐ Rebuild Wall Sections
☐ Re-shape existing Benches
☐ Re-grout: Pipes ☐ Rings ☐
☐ Remove Drop Pipe? _____
☐ Whose Responsibility? _____
☐ Other _____

METHOD OF INSTALLATION:

- Standard Inflation with Steam Cure ☐
Standard Inflation with Ambient Cure ☐
Fill with Water ☐

METHOD OF CONSTRUCTION:

- Standard Single Piece Construction ☐
Other (Describe Below) ☐

Please Indicate Canister DiameterStandard
Canister?Canister
Diameter:

A



For any significant diameter changes, indicate vertical distance from top of ring to point of diameter change. If lining channel, make sure bench section is drawn below and Invert Channel Size is Indicated.

Invert Channels to be lined? Yes ☐ No ☐ Channel Size? **Structure Location/ Map**

For Warranty Purposes - Location Details Are Mandatory

Directions/Map:

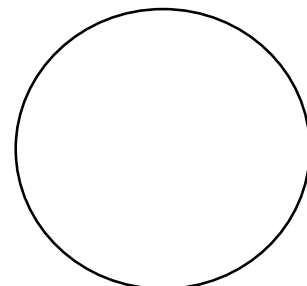
Location/Address:

Line Plugs Needed:Indicate # of
Incoming Laterals

4"	6"
8"	10"
12"	15"
18"	22"
24"	30"
36"	Other

Draw Bench Section

A



BOTTOM
DISC: ROUND ☐ OVAL ☐ 2 PIECE ☐

NOTES: (Special concerns, equipment & supplies needed for prep & installation.)



Date: _____	Liner # _____
Utility ID# _____	

Job# _____

Agency Name _____	Agency Contact: _____	City/State: _____	Inspected By: _____
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(Check all that apply.)

STRUCTURAL & WORK CONDITIONSStructure: ☐ Brick ☐ Concrete ☐ Other

Conditions:

- ☐ Force Main above Bench
☐ Sewage Flow Control Problems
☐ Truck Access Problems

Explain: _____

Heavy Traffic Control:

- ☐ No Traffic Control
☐ Can perform our own Traffic Control
☐ Have to request TCS

PREP CONDITIONS☐ Remove Steps?

☐ Infiltration: Minor ☐ Severe ☐
Pipes ☐ Walls ☐
Invert ☐ Bench ☐

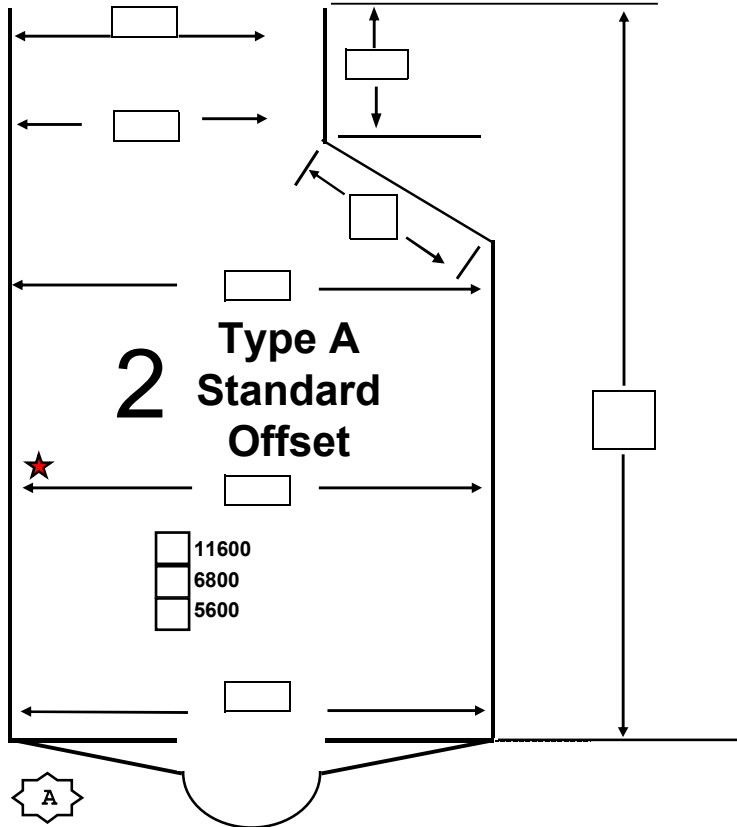
- ☐ Rebuild Wall Sections
☐ Re-shape existing Benches
☐ Re-grout: Pipes ☐ Rings ☐
☐ Remove Drop Pipe? _____
☐ Whose Responsibility? _____
☐ Other _____

METHOD OF INSTALLATION:

- Standard Inflation with Steam Cure ☐
Standard Inflation with Ambient Cure ☐
Fill with Water ☐

METHOD OF CONSTRUCTION:

- Standard Single Piece Construction ☐
Other (Describe Below) ☐

Please Indicate Canister Diameter24" ☐ 30" ☐

A



For any significant diameter changes, indicate vertical distance from top of ring to point of diameter change. If lining channel, make sure bench section is drawn below and Invert Channel Size is Indicated.

Invert Channels to be lined? Yes ☐ No ☐ Channel Size? **Structure Location/ Map**

For Warranty Purposes - Location Details Are Mandatory

Directions/Map:

Location/Address:

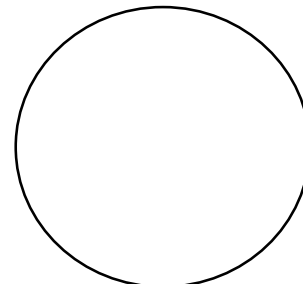
Line Plugs Needed:

Indicate # of Incoming Laterals

4"	6"
8"	10"
12"	15"
18"	22"
24"	30"
36"	Other

Draw Bench Section

A

BOTTOM DISC: ROUND ☐ OVAL ☐ 2 PIECE ☐**NOTES: (Special concerns, equipment & supplies needed for prep & installation.)**



Date:	Liner #
Utility ID#	

Job# _____

Agency Name	Agency Contact:	City/State:	Inspected By:
-------------	-----------------	-------------	---------------

(Check all that apply.)

STRUCTURAL & WORK CONDITIONS

Structure: ☐ Brick ☐ Concrete ☐ Other

Conditions:

- ☐ Force Main above Bench
☐ Sewage Flow Control Problems
☐ Truck Access Problems

Explain: _____

Heavy Traffic Control:

- ☐ No Traffic Control
☐ Can perform our own Traffic Control
☐ Have to request TCS

PREP CONDITIONS

☐ Remove Steps?

Infiltration: Minor ☐ Severe ☐
Pipes ☐ Walls ☐
Invert ☐ Bench ☐

- ☐ Rebuild Wall Sections
☐ Re-shape existing Benches
☐ Re-grout: Pipes ☐ Rings ☐
☐ Remove Drop Pipe?
☐ Whose Responsibility? _____
☐ Other _____

METHOD OF INSTALLATION:

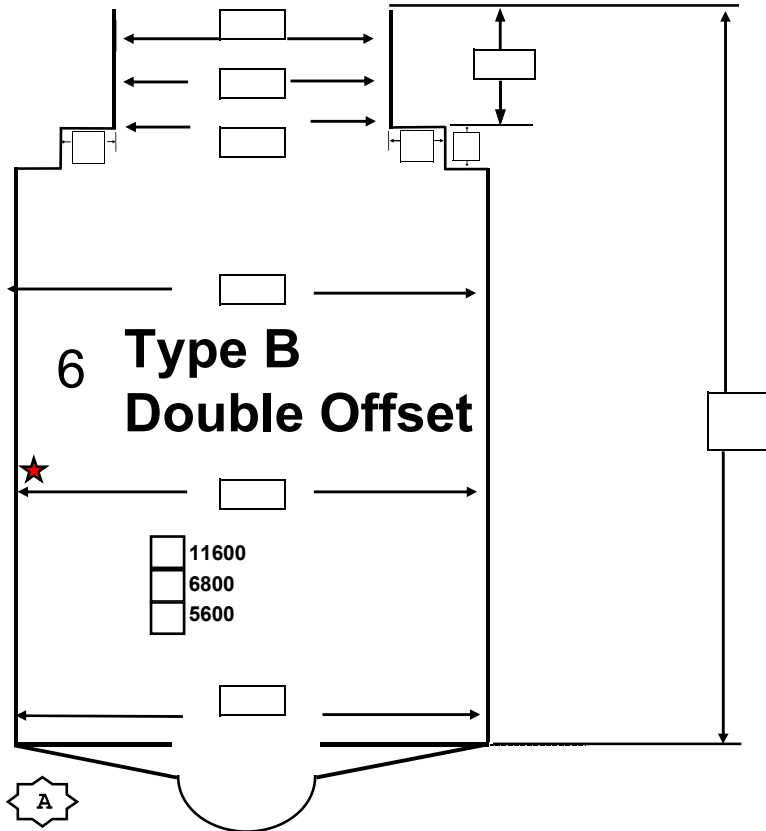
- Standard Inflation with Steam Cure ☐
Standard Inflation with Ambient Cure ☐
Fill with Water ☐

METHOD OF CONSTRUCTION:

- Standard Single Piece Construction ☐
Other (Describe Below) ☐

Please Indicate Canister Diameter

Standard Canister? ☐ Canister Diameter: ☐



For any significant diameter changes, indicate vertical distance from top of ring to point of diameter change. If lining channel, make sure bench section is drawn below and Invert Channel Size is Indicated.

Invert Channels to be lined? Yes ☐ No ☐ Channel Size? ☐

Structure Location/ Map For Warranty Purposes - Location Details Are Mandatory Directions/Map:	Line Plugs Needed: Indicate # of Incoming Laterals	Draw Bench Section ☐ A											
	<table border="1"> <tr> <td>4"</td> <td>6"</td> </tr> <tr> <td>8"</td> <td>10"</td> </tr> <tr> <td>12"</td> <td>15"</td> </tr> <tr> <td>18"</td> <td>22"</td> </tr> <tr> <td>24"</td> <td>30"</td> </tr> <tr> <td>36"</td> <td>Other</td> </tr> </table>	4"	6"	8"	10"	12"	15"	18"	22"	24"	30"	36"	Other
4"	6"												
8"	10"												
12"	15"												
18"	22"												
24"	30"												
36"	Other												
Location/Address:	BOTTOM DISC: ROUND ☐ OVAL ☐ 2 PIECE ☐												

NOTES: (Special concerns, equipment & supplies needed for prep & installation.)



Date: _____	Liner # _____
Utility ID# _____	

Job# _____

Agency Name _____	Agency Contact: _____	City/State: _____	Inspected By: _____
-------------------	-----------------------	-------------------	---------------------

(Check all that apply.)

STRUCTURAL & WORK CONDITIONSStructure: ☐ Brick ☐ Concrete ☐ Other

Conditions:

- ☐ Force Main above Bench
☐ Sewage Flow Control Problems
☐ Truck Access Problems

Explain: _____

Heavy Traffic Control:

- ☐ No Traffic Control
☐ Can perform our own Traffic Control
☐ Have to request TCS

PREP CONDITIONS☐ Remove Steps?

☐ Infiltration: Minor ☐ Severe ☐
Pipes ☐ Walls ☐
Invert ☐ Bench ☐

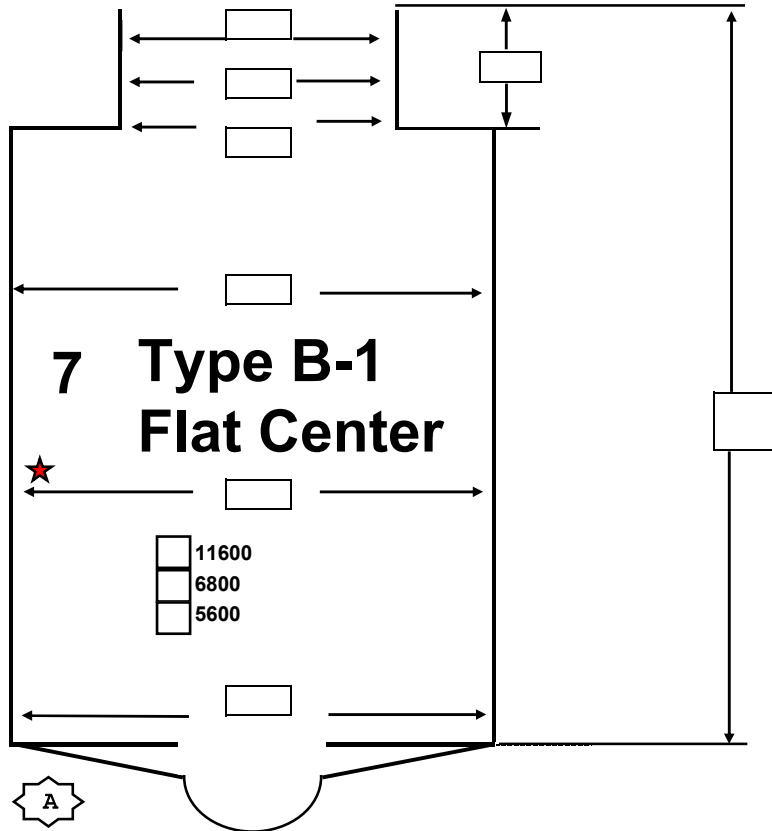
- ☐ Rebuild Wall Sections
☐ Re-shape existing Benches
☐ Re-grout: Pipes ☐ Rings ☐
☐ Remove Drop Pipe? _____
☐ Whose Responsibility? _____
☐ Other _____

METHOD OF INSTALLATION:

- Standard Inflation with Steam Cure ☐
Standard Inflation with Ambient Cure ☐
Fill with Water ☐

METHOD OF CONSTRUCTION:

- Standard Single Piece Construction ☐
Other (Describe Below) ☐

Please Indicate Canister DiameterStandard
Canister?Canister
Diameter:

A



For any significant diameter changes, indicate vertical distance from top of ring to point of diameter change. If lining channel, make sure bench section is drawn below and Invert Channel Size is Indicated.

Invert Channels to be lined? Yes ☐ No ☐ Channel Size?

Structure Location/ Map

For Warranty Purposes - Location Details Are Mandatory

Directions/Map:

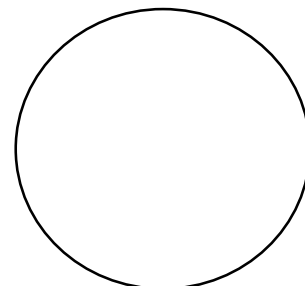
Location/Address:

Line Plugs Needed:Indicate # of
Incoming Laterals

4"	6"
8"	10"
12"	15"
18"	22"
24"	30"
36"	Other

Draw Bench Section

A

BOTTOM
DISC: ROUND ☐OVAL ☐2 PIECE ☐**NOTES: (Special concerns, equipment & supplies needed for prep & installation.)**



Date: _____	Liner # _____
Utility ID# _____	

Job# _____

Agency Name _____	Agency Contact: _____	City/State: _____	Inspected By: _____
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(Check all that apply.)

STRUCTURAL & WORK CONDITIONSStructure: ☐ Brick ☐ Concrete ☐ Other

Conditions:

- ☐ Force Main above Bench
☐ Sewage Flow Control Problems
☐ Truck Access Problems

Explain: _____

Heavy Traffic Control:

- ☐ No Traffic Control
☐ Can perform our own Traffic Control
☐ Have to request TCS

PREP CONDITIONS☐ Remove Steps?

☐ Infiltration: Minor ☐ Severe ☐
Pipes ☐ Walls ☐
Invert ☐ Bench ☐

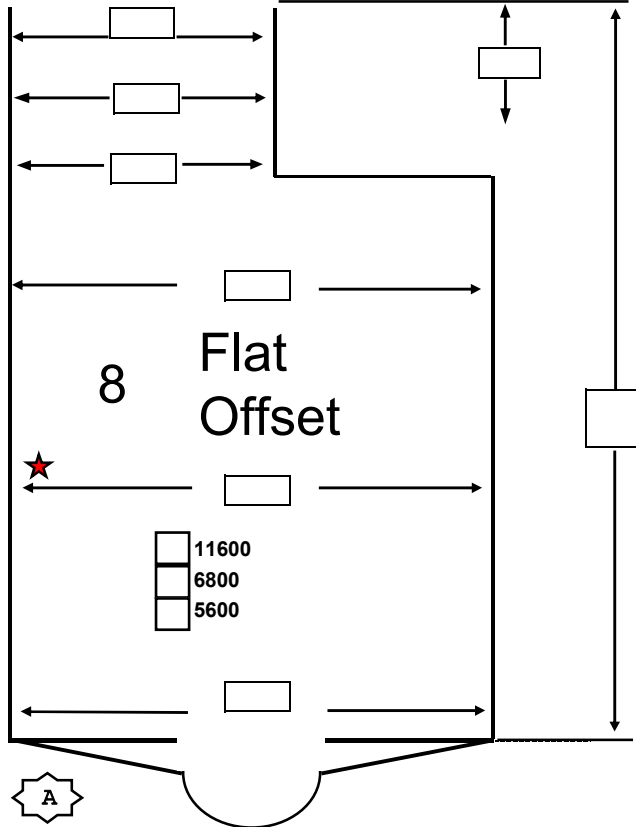
- ☐ Rebuild Wall Sections
☐ Re-shape existing Benches
☐ Re-grout: Pipes ☐ Rings ☐
☐ Remove Drop Pipe? _____
☐ Whose Responsibility? _____
☐ Other _____

METHOD OF INSTALLATION:

- Standard Inflation with Steam Cure ☐
Standard Inflation with Ambient Cure ☐
Fill with Water ☐

METHOD OF CONSTRUCTION:

- Standard Single Piece Construction ☐
Other (Describe Below) ☐

Please Indicate Canister DiameterStandard Canister? ☐ Canister Diameter: ☐

For any significant diameter changes, indicate vertical distance from top of ring to point of diameter change. If lining channel, make sure bench section is drawn below and Invert Channel Size is Indicated.

Invert Channels to be lined? Yes ☐ No ☐ Channel Size? ☐**Structure Location/ Map**

For Warranty Purposes - Location Details Are Mandatory

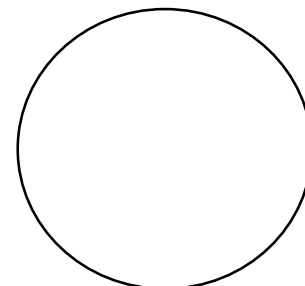
Directions/Map:

Location/Address:

Line Plugs Needed:

Indicate # of Incoming Laterals

4"	6"
8"	10"
12"	15"
18"	22"
24"	30"
36"	Other

Draw Bench SectionBOTTOM DISC: ROUND ☐ OVAL ☐ 2 PIECE ☐**NOTES: (Special concerns, equipment & supplies needed for prep & installation.)**



Date:	Liner #
Utility ID#	

Job# _____

Agency Name	Agency Contact:	City/State:	Inspected By:
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(Check all that apply.)

STRUCTURAL & WORK CONDITIONSStructure: ☐ Brick ☐ Concrete ☐ Other

Conditions:

- ☐ Force Main above Bench
☐ Sewage Flow Control Problems
☐ Truck Access Problems

Explain: _____

Heavy Traffic Control:

- ☐ No Traffic Control
☐ Can perform our own Traffic Control
☐ Have to request TCS

PREP CONDITIONS☐ Remove Steps?

☐ Infiltration: Minor ☐ Severe ☐
Pipes ☐ Walls ☐
Invert ☐ Bench ☐

- ☐ Rebuild Wall Sections
☐ Re-shape existing Benches
☐ Re-grout: Pipes ☐ Rings ☐
☐ Remove Drop Pipe?
☐ Whose Responsibility? _____
☐ Other _____

METHOD OF INSTALLATION:

- Standard Inflation with Steam Cure ☐
Standard Inflation with Ambient Cure ☐
Fill with Water ☐

METHOD OF CONSTRUCTION:

- Standard Single Piece Construction ☐
Other (Describe Below) ☐

For any significant diameter changes, indicate vertical distance from top of ring to point of diameter change. If lining channel, make sure bench section is drawn below and Invert Channel Size is Indicated.

Invert Channels to be lined? Yes ☐ No ☐ Channel Size?

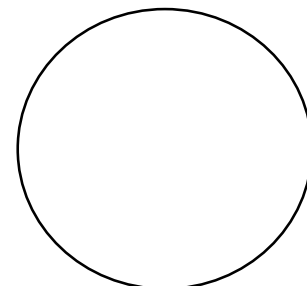
Structure Location/ Map
For Warranty Purposes - Location Details Are Mandatory
Directions/Map:

Location/Address: _____

Line Plugs Needed:

Indicate # of Incoming Laterals

4"	6"
8"	10"
12"	15"
18"	22"
24"	30"
36"	Other

Draw Bench Section

BOTTOM DISC: ROUND ☐ OVAL ☐ 2 PIECE ☐

NOTES: (Special concerns, equipment & supplies needed for prep & installation.)

Date: _____ Liner # _____

Utility ID# _____

Job# _____

Agency Name: _____	Agency Contact: _____	City/State: _____	Project Number: _____ Inspected By: _____
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(Check all that apply.)

STRUCTURAL & WORK CONDITIONS

Structure: ☐ Brick ☐ Concrete ☐ Other _____

Conditions: _____

Force Main above Bench

Sewage Flow Control Problems

Truck Access Problems

Explain: _____

Traffic Control:

No Traffic Control

Can perform our own Traffic Control

☐ Have to request TCS

Pump Station or Wet Well Prep:

Remove Pumps, Pipes, Switches?

☐ Us ☐ Owner ☐ Prime ☐ SUB

Top Slab to be Removed?

☐ Us ☐ Owner ☐ Prime ☐ SUB

PREP CONDITIONS

Remove Steps?

Infiltration: Minor ☐

Severe ☐

Pipes ☐ Walls ☐

Invert ☐ Bench ☐

Rebuild Wall Sections

Re-shape existing Benches

Re-grout: Pipes ☐ Rings ☐

Remove Drop Pipe? _____

Whose Responsibility? _____

Other _____

FABRICATION REQUIREMENTS

Flat Bottom? ☐ Sloped Bottom? ☐

Bottom to be lined? Yes ☐ No ☐

Bottom Liner Section:

1 Piece ☐ 2 Piece ☐

Liner Construction Method:

☐ 1 Pc Liner with Top Sewn In

☐ 2 Pc Liner (Cylinder with Separate Top)

Top: Disk Only ☐ Hatch/Adapter, Flat Top & Overlap Skirt ☐

☐ 1 Pc Liner with Cylinder Only

Coating Underside of Top Slab? Yes ☐ No ☐

Pipe/Flanges in Structure? Yes ☐ No ☐

Flange/Cover (Boots) Needed in Bladder? Yes ☐ No ☐

Structure Location / Map

For Warranty Purposes - Location Details Are Mandatory

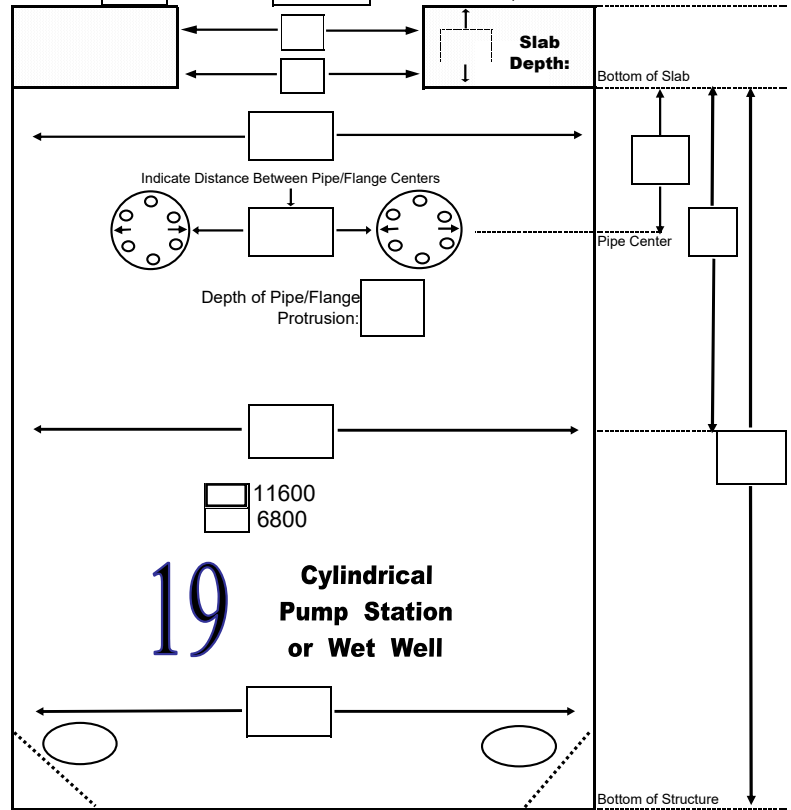
Directions/Map: _____

Location/Address: _____

Please Indicate Canister Diameter

Standard Canister? ☐

Canister Diameter: ☐



11600
6800

19 Cylindrical Pump Station or Wet Well

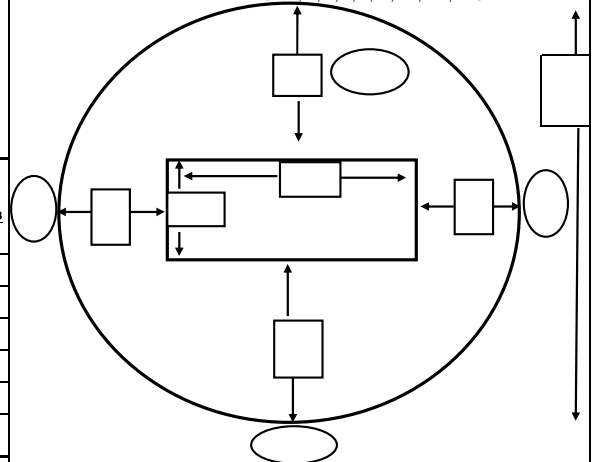


For any significant Diameter change, indicate Vertical Depth from hatch opening to point of Diameter change.

Two Piece Bottom? Yes ☐ No ☐
Is Top Slab Being Lined? Yes ☐ No ☐

Inside Diameter- Underside of Top Slab Section

Indicate direction in Ovals, ie: N, S, E, W, NE, SW, ETC.



NOTES: (Special concerns, equipment & supplies needed for prep & installation.)



The CIP Liner 68 oz. Series Testing Data

Strength and Flexural Testing Performed September 19, 2022				
	Compressive Strength ASTM D695	Tensile Strength ASTM D638	Flexural Strength ASTM D790	Flexural Modulus ASTM D790
Testing Result (psi)	10,753	13,118	27,891	1,022,152

Testing performed by PSILab, 117 South Sunset St., Suite I, Longmont CO 80501

Adhesion Testing Performed October 3, 2022			
	Test Performed	PSI	Result
Sample 1	ASTM 7234	426	Substrate Failure
Sample 2	ASTM 7234	422	Substrate Failure
Sample 3	ASTM 7234	415	Substrate Failure

Testing performed by Back Municipal Consulting, Cincinnati, Ohio, 45247

PROJECT REPORT**REPORT NUMBER:** CIP-091422-1 RP2**DATE:** 09/19/2022**CLIENT INFORMATION**CIP Industries LLC
3825 West Hwy, Unit 390
Panama City, Florida 32405
Attn: William Casten**SAMPLE DESCRIPTION**

PSILab received one (1) CIPP liner product from CIP Industries for physical properties testing. The sample was identified as: The CIP Liner, Model 68oz.

TEST PERFORMED

The sample was tested in accordance with the following ASTM test methods:

1. Flexural Strength: ASTM D790-17 (Procedure A)
2. Flexural Modulus of Elasticity: ASTM D790-17 (Procedure A)
3. Tensile Strength: ASTM D638-22 (Type I, 0.2ipm)
4. Tensile Modulus of Elasticity: ASTM D638-22 (Type I, 0.2ipm)
5. Compressive Strength: ASTM D695-15
6. Durometer Hardness: ASTM D2240-15(2021)

RESULT

Results from the physical properties tests are shown in Table 1 below. Appendix A (Tables 2-5) provides the individual replicate data from each test performed.

Table 1: Summary of Physical Properties Testing.

Sample ID	Test Performed	Results
The CIP Liner, Model 68oz	Flexural Strength (psi)	27,891
	Flexural Modulus (psi)	1,022,152
	Tensile Strength (psi)	13,118
	Tensile Modulus (psi)	935,085
	Compressive Strength (psi)	10,753
	Durometer Hardness (Type D)	82

Report Written by:Joe Inclan
Project Manager**Report Reviewed by:**Steve Lam
President

APPENDIX A. Individual Replicate Test Results.

Table 2. ASTM D790-17 Flexural Properties Results.

Name	Width (in)	Thickness (in)	Modulus (psi)	Peak Stress (psi)	Peak Strain (%)
Specimen 1	0.501	0.186	1,083,131	31,405	3.02
Specimen 2	0.505	0.191	870,287	25,600	3.09
Specimen 3	0.497	0.182	1,082,591	28,372	2.70
Specimen 4	0.503	0.183	947,758	27,994	3.14
Specimen 5	0.507	0.167	1,126,994	26,084	2.71
Mean	0.502	0.182	1,022,152	27,891	2.93
SD	0.004	0.009	108,352	2,297	0.21

Table 3. ASTM D638-22 Tensile Properties Results.

Name	Width (in)	Thickness (in)	Modulus (psi)	Peak Stress (psi)	Peak Strain (%)	Break Stress (psi)	Break Strain (%)
Specimen 1	0.508	0.190	944,805	14,653	3.14	14,653	3.14
Specimen 2	0.508	0.194	839,436	9,857	2.23	9,601	2.30
Specimen 3	0.507	0.193	999,125	14,482	3.12	14,482	3.12
Specimen 4	0.501	0.186	885,806	14,801	3.29	14,801	3.29
Specimen 5	0.507	0.183	1,006,254	11,795	2.39	11,795	2.39
Mean	0.506	0.189	935,085	13,118	2.83	13,066	2.85
SD	0.003	0.005	72,176	2,204	0.49	2,300	0.46

Table 4. ASTM D695-15 Compressive Properties Results.

Name	Width (in)	Thickness (in)	Length (in)	Modulus (psi)	Compressive Strength (psi)	Maximum Load (lbs)
Specimen 1	0.177	0.495	0.496	477,276	10,097	884
Specimen 2	0.188	0.495	0.495	411,180	10,186	946
Specimen 3	0.193	0.495	0.494	464,349	11,456	1,092
Specimen 4	0.196	0.496	0.497	477,572	10,424	1,012
Specimen 5	0.226	0.496	0.496	417,997	11,423	1,280
Specimen 6	0.189	0.495	0.494	490,247	11,210	1,045
Specimen 7	0.202	0.496	0.495	477,157	10,564	1,057
Specimen 8	0.187	0.496	0.495	350,318	10,374	960
Specimen 9	0.182	0.496	0.495	486,066	10,562	955
Specimen 10	0.197	0.500	0.494	465,600	11,234	1,108
Mean	0.194	0.496	0.495	451,776	10,753	1,034
SD	0.014	0.001	0.001	44,781	523	112

Table 5. ASTM D2240-15(2021) Durometer Hardness Results.

Name	Durometer Type D
Location 1	81
Location 2	84
Location 3	79
Location 4	83
Location 5	81
Mean	82
SD	2

October 3, 2022

CIP Industries LLC
3825 West Hwy, Unit 390
Panama City, Florida 32405
Attn: William Casten

SAMPLE DESCRIPTION

Back Municipal Consulting received one (1) CIPM Liner product adhered to a concrete block from CIP Industries for adhesion testing. The sample was identified as: The CIP Liner, Model 68oz.

TEST PERFORMED

The sample was tested in accordance with ASTM F7234-21. The test was performed at 70° F @ 51% humidity.

TEST EQUIPMENT

Delfasko Positest AT-A. 20 mm dolly at 30psi/s.

RESULT

Table 1: Results of Adhesion Testing

Sample ID	Test Performed	PSI	Result
1	ASTM 7234-21	426	Substrate Failure
2	ASTM 7234-21	422	Substrate Failure
3	ASTM 7234-21	415	Substrate Failure



Sample 1

Report written by:

Tim Back, P.E.
Principal Engineer



The CIP Liner 56 oz. Series Testing Data

Strength and Flexural Testing Performed December 2, 2022				
	Compressive Strength ASTM D695	Tensile Strength ASTM D638	Flexural Strength ASTM D790	Flexural Modulus ASTM D790
Testing Result (psi)	9,115	8,764	18,096	983,495

Testing performed by PSILab, 117 South Sunset St., Suite I, Longmont CO 80501

PROJECT REPORT**REPORT NUMBER:** CIP-111622-1-RP1**DATE:** 12/2/2022**CLIENT INFORMATION**CIP Industries LLC
3825 West Hwy, Unit 390
Panama City, Florida 32405

Attn: William Casten

SAMPLE DESCRIPTION

PSILab received one (1) CIP Manhole Liner from CIP Industries for physical properties testing. The sample was identified as: The CIP Liner, 56 oz.

TEST PERFORMED

The sample was tested in accordance with the following ASTM test methods:

1. Flexural Strength: ASTM D790-17 (Procedure A)
2. Flexural Modulus of Elasticity: ASTM D790-17 (Procedure A)
3. Tensile Strength: ASTM D638-22 (Type I, 0.2ipm)
4. Tensile Modulus of Elasticity: ASTM D638-22 (Type I, 0.2ipm)
5. Compressive Strength: ASTM D695-15
6. Durometer Hardness: ASTM D2240-15(2021)

RESULT

Results from the physical properties tests are shown in Table 1 below. Appendix A (Tables 2-5) provides the individual replicate data from each test performed.

Table 1: Summary of Physical Properties Testing.

Sample ID	Test Performed	Results
The CIP Liner, 56 oz.	Flexural Strength (psi)	18,096
	Flexural Modulus (psi)	983,495
	Tensile Strength (psi)	8,764
	Tensile Modulus (psi)	814,119
	Compressive Strength (psi)	9,115
	Durometer Hardness (Type D)	84

Report Written by:Joe Inclan
Project Manager**Report Reviewed by:**Steve Lam
President

APPENDIX A. Individual Replicate Test Results.

Table 2. ASTM D790-17 Flexural Properties Results.

Name	Modulus (psi)	Peak Stress (psi)	Peak Strain (%)
Specimen 1	1,083,108	18,779	1.86
Specimen 2	725,571	12,907	2.17
Specimen 3	997,642	19,914	3.51
Specimen 4	1,043,983	16,235	3.51
Specimen 5	1,067,172	22,647	3.09
Mean	983,495	18,096	2.83
SD	147,740	3,704	0.77

Table 3. ASTM D638-22 Tensile Properties Results.

Name	Modulus (psi)	Peak Stress (psi)	Peak Strain (%)	Break Stress (psi)	Break Strain (%)
Specimen 1	837,787	9,064	1.77	9,064	1.77
Specimen 2	746,486	7,963	1.78	7,963	1.78
Specimen 3	798,633	9,001	1.97	8,958	1.98
Specimen 4	847,424	8,823	1.87	8,793	1.88
Specimen 5	840,267	8,970	2.10	8,919	2.10
Mean	814,119	8,764	1.90	8,739	1.90
SD	42,330	456	0.14	445	0.14

Table 4. ASTM D695-15 Compressive Properties Results.

Name	Modulus (psi)	Compressive Strength (psi)	Maximum Load (lbs)
Specimen 1	377,624	9,601	1,022
Specimen 2	396,589	8,418	874
Specimen 3	387,869	9,953	1,103
Specimen 4	374,917	9,498	961
Specimen 5	345,227	9,661	1,075
Specimen 6	361,236	8,454	829
Specimen 7	356,423	8,604	889
Specimen 8	358,396	9,315	1,017
Specimen 9	380,222	8,947	909
Specimen 10	327,714	8,695	848
Mean	366,622	9,115	953
SD	20,807	559	97

Table 5. ASTM D2240-15(2021) Durometer Hardness Results.

Name	Durometer Type D
Location 1	85
Location 2	82
Location 3	86
Location 4	83
Location 5	86
Mean	84
SD	2



The CIP Liner 116 oz. Series Testing Data

Strength and Flexural Testing Performed December 2, 2022				
	Compressive Strength ASTM D695	Tensile Strength ASTM D638	Flexural Strength ASTM D790	Flexural Modulus ASTM D790
Testing Result (psi)	11,924	14,465	29,374	1,217,562

Testing performed by PSILab, 117 South Sunset St., Suite I, Longmont CO 80501

PROJECT REPORT**REPORT NUMBER:** CIP-111622-2-RP1**DATE:** 12/2/2022**CLIENT INFORMATION**CIP Industries LLC
3825 West Hwy, Unit 390
Panama City, Florida 32405

Attn: William Casten

SAMPLE DESCRIPTION

PSILab received one (1) CIP Manhole Liner from CIP Industries for physical properties testing. The sample was identified as: The CIP Liner, 116 oz.

TEST PERFORMED

The sample was tested in accordance with the following ASTM test methods:

1. Flexural Strength: ASTM D790-17 (Procedure A)
2. Flexural Modulus of Elasticity: ASTM D790-17 (Procedure A)
3. Tensile Strength: ASTM D638-22 (Type I, 0.2ipm)
4. Tensile Modulus of Elasticity: ASTM D638-22 (Type I, 0.2ipm)
5. Compressive Strength: ASTM D695-15
6. Durometer Hardness: ASTM D2240-15(2021)

RESULT

Results from the physical properties tests are shown in Table 1 below. Appendix A (Tables 2-5) provides the individual replicate data from each test performed.

Table 1: Summary of Physical Properties Testing.

Sample ID	Test Performed	Results
The CIP Liner, 116 oz.	Flexural Strength (psi)	29,374
	Flexural Modulus (psi)	1,217,562
	Tensile Strength (psi)	14,465
	Tensile Modulus (psi)	1,134,626
	Compressive Strength (psi)	11,924
	Durometer Hardness (Type D)	86

Report Written by:Joe Inclan
Project Manager**Report Reviewed by:**Steve Lam
President

APPENDIX A. Individual Replicate Test Results.

Table 2. ASTM D790-17 Flexural Properties Results.

Name	Modulus (psi)	Peak Stress (psi)	Peak Strain (%)
Specimen 1	1,252,533	29,280	2.62
Specimen 2	1,262,187	32,487	2.91
Specimen 3	1,231,624	31,394	2.90
Specimen 4	1,186,352	29,065	2.79
Specimen 5	1,155,114	24,646	2.57
Mean	1,217,562	29,374	2.76
SD	45,514	3,009	0.16

Table 3. ASTM D638-22 Tensile Properties Results.

Name	Modulus (psi)	Peak Stress (psi)	Peak Strain (%)	Break Stress (psi)	Break Strain (%)
Specimen 1	1,132,437	13,599	4.76	13,364	4.92
Specimen 2	1,001,792	13,796	3.35	13,730	3.37
Specimen 3	1,121,406	14,929	3.35	14,929	3.35
Specimen 4	1,187,925	15,663	3.42	15,528	3.49
Specimen 5	1,229,572	14,340	3.14	14,313	3.15
Mean	1,134,626	14,465	3.60	14,373	3.66
SD	86,139	846	0.66	877	0.71

Table 4. ASTM D695-15 Compressive Properties Results.

Name	Modulus (psi)	Compressive Strength (psi)	Maximum Load (lbs)
Specimen 1	402,763	11,470	1,603
Specimen 2	380,656	10,682	1,486
Specimen 3	367,177	13,213	1,900
Specimen 4	361,078	12,891	1,849
Specimen 5	432,294	13,559	1,833
Specimen 6	399,312	12,134	1,725
Specimen 7	355,161	12,325	1,713
Specimen 8	297,481	10,055	1,481
Specimen 9	365,499	12,230	1,695
Specimen 10	330,696	10,679	1,537
Mean	369,212	11,924	1,682
SD	38,082	1,172	152

Table 5. ASTM D2240-15(2021) Durometer Hardness Results.

Name	Durometer Type D
Location 1	84
Location 2	88
Location 3	88
Location 4	84
Location 5	85
Mean	86
SD	2

Cincinnati, Ohio | 513.253.8461 | www.backmunicipalconsulting.com

October 3, 2022

CIP Industries LLC
3825 West Hwy, Unit 390
Panama City, Florida 32405
Attn: William Casten

SAMPLE DESCRIPTION

Back Municipal Consulting received one (1) CIPM Liner product adhered to a concrete block from CIP Industries for adhesion testing. The sample was identified as: The CIP Liner, Model 68oz.

TEST PERFORMED

The sample was tested in accordance with ASTM F7234-21. The test was performed at 70° F @ 51% humidity.

TEST EQUIPMENT

Delfasko Positest AT-A. 20 mm dolly at 30psi/s.

RESULT

Table 1: Results of Adhesion Testing

Sample ID	Test Performed	PSI	Result
1	ASTM 7234-21	426	Substrate Failure
2	ASTM 7234-21	422	Substrate Failure
3	ASTM 7234-21	415	Substrate Failure



Sample 1

Report written by:

Tim Back, P.E.
Principal Engineer



Re: Warranty – **THE CIP LINER**

To Whom It May Concern,

Our company, CIP Industries, LLC, is the manufacturer of **THE CIP LINER**. CIP Industries, LLC and **THE CIP LINERS** authorized licensed installer jointly provide their standard Twenty (20) Year unlimited and non-prorated Materials Warranty and One (1) Year Labor Warranty for all of **THE CIP LINERS**. **THE CIP LINER** fabrics and resins are warranted to be free of defects in materials and workmanship, to prevent infiltration, prohibit root intrusion and provide a surface coating resistant to sewer gases and chemicals typically found in domestic sewer collection systems.

This warranty is for the repair or replacement of the liner as needed. Labor and Materials Warranties for **CIP LINERS** installed in manholes are as follows:

Unlimited, Non-prorated Twenty-Year Materials and One-Year Labor

CIP Industries, LLC does not certify the structural integrity of existing structure or substructure, but the liner system will eliminate further deterioration due to sewer gases and significantly increase the life of the existing structure. In the case of industrial or chemical applications, warranty will be provided on a case-by-case basis. If you have any questions concerning the above, please do not hesitate to contact the undersigned at (850)-740-3823 or at info@cipindustries.com.

Sincerely,

Kevin Boyd,
Director of Manufacturing
CIP Industries, LLC



February 14, 2024

Re: Infrastructure Rehabilitation USA, Inc. – Authorized Installer of
THE CIP LINER

To Whom It May Concern,

Our company, CIP Industries, LLC, is the manufacturer of **THE CIP LINER**. Infrastructure Rehabilitation USA, Inc., its employees and affiliates, are all certified and authorized to install all products we manufacture, including **THE CIP LINER** 56 oz. Series, 68 oz. Series, and the 116 oz. Series. Infrastructure Rehabilitation USA, Inc. is an authorized installer of The CIP Liner in all fifty US States.

They are certified to install our product in manholes, lift stations, catch basins, pump stations, wet wells, vaults, storm water culverts, and pipes. We are the strongest permanent sustainable solution on the market. Infrastructure Rehabilitation USA, Inc.'s installers are the most experienced and capable in the industry, and we confidently endorse their work in any wastewater rehabilitation project.

If you have any questions concerning the above, please do not hesitate to contact the undersigned at (850)-740-3823 or at info@cipindustries.com.

Sincerely,

Kevin Boyd,
Director of Manufacturing
CIP Industries, LLC

Infrastructure Rehabilitation USA, Inc. – List of References and Recent Projects Similar in Scope

Project Date	Project Location	Scope	# of Manholes	Role	Contact	Phone	Address	Email	Gross Value
2024	Lubbock, TX	CIP Manhole	29	General Contractor	Zoltan Fekete	806-775-3317	1314 Ave K Lubbock, TX 79401	zfekete@mylubbock.us	\$ 417,000
2023	El Paso Water, TX	CIP Manhole	500	General Contractor	Felipe Lopez	915-594-5530	P.O. Box 511 El Paso, TX 79961	flopez@epwater.org	\$ 5,287,000
2023	Chelford One MUD	CIP Manhole	35	General Contractor	Taylor Reed	713-782-0042	777 N. Eldridge Pkwy. Houston, TX. 77079	treed@vs-eng.com	\$ 396,000
2023	San Leon MUD, TX	CIP Manhole	21	General Contractor	Andrew Miller	281-339-1586	443 24TH ST San Leon, TX 77539	Amiller@slmud.org	\$ 166,400
2023	Shreveport, LA	CIP Manhole	65	General Contractor	Donald Hobdy	318-673-7599	505 TRAVIS ST. SUITE 580, SHREVEPORT, LA 71101	Donald.Hobdy@shreveportla.gov	\$ 945,000
2023	Livingston, TX	CIP Manhole	19	General Contractor	Jason Britton	936-327-4311	200 West Church St Livingston, TX 77351	compliancecoor@livingston.net	\$ 99,870
2023	Brownsville PUB, TX	CIP Manhole	14	General Contractor	Marie Leal	956-983-6275	1425 Robinhood Drive Brownsville, Texas 78521	MLeal@brownsville-pub.com	\$ 249,000
2023	Little Rock, AR	CIP Manhole	3	General Contractor	Harold Hounwanou	501-223-1516	5300 Shackleford Rd. Little Rock, AR 72204	harold.hounwanou@lrwa.com	\$ 44,000
2023	Roanoke Rapids, NC	CIP Manhole	8	General Contractor	David Scott	252-885-0566	PO Box 308 Roanoke Rapids, NC 27870	dscott@rrsd.org	\$ 48,862
2023	Paseo Del Este MUD, TX	CIP Manhole	4	General Contractor	Linda Troncoso	915-852-9093	110 Mesa Dr. Suite 200 El Paso, TX 79912	ltroncoso@tr-eng.com	\$ 111,200
2023	Pearland, TX	CIP Manhole	4	General Contractor	David Kent	281-652-1930	2016 Old Alvin Rd Pearland, TX 77581	dkent@pearlandtx.gov	\$ 44,000
2022	El Paso Water, TX	CIP Manhole	25	General Contractor	Felipe Lopez	915-594-5531	P.O. Box 511 El Paso, TX 79961	flopez@epwater.org	\$ 235,000
2022	Dallas, TX	CIP Manhole	8	General Contractor	Zach Peoples	214-670-3217	1500 Marilla Street, 4AN Dallas, TX 75201	zachary.peoples@dallascityhall.com	\$ 82,000
2021	El Paso Water, TX	CIP Manhole	19	General Contractor	Felipe Lopez	915-594-5532	P.O. Box 511 El Paso, TX 79961	flopez@epwater.org	\$ 357,000
2021	Lower Valley Water District	CIP Manhole	100	General Contractor	Ed Long	915-791-4480	P.O. Box 909 Clint, Texas 79836	elong@lvwd.org	\$ 1,965,000
2021	Lower Valley Water District	CIP Manhole	35	General Contractor	Ed Long	915-791-4481	P.O. Box 909 Clint, Texas 79836	elong@lvwd.org	\$ 450,000
2021	Lufkin, TX	CIP Manhole	44	General Contractor	Jarod Murphy	936-633-0414	P.O. Box 190 Lufkin, Texas 75902	jmurphy@cityoflufkin.com	\$ 629,000
2021	Shreveport, LA	CIP Manhole	9	General Contractor	Donald Hobdy	318-673-7600	505 TRAVIS ST. SUITE 580, SHREVEPORT, LA 71101	Donald.Hobdy@shreveportla.gov	\$ 68,000
2021	Paseo Del Este MUD, TX	CIP Manhole	4	General Contractor	Linda Troncoso	915-852-9093	110 Mesa Dr. Suite 200 El Paso, TX 79912	ltroncoso@tr-eng.com	\$ 117,000
2020	Horizon MUD, TX	CIP Manhole	31	General Contractor	Linda Troncoso	915-852-9093	110 Mesa Dr. Suite 200 El Paso, TX 79912	ltroncoso@tr-eng.com	\$ 397,000
2020	Plano, TX	CIP Manhole	180	General Contractor	Chris Best	972.769.4128	4120 W Plano Parkway Plano, Texas 75086	chrisbe@plano.gov	\$ 1,200,000
2020	Chelford City MUD, TX	CIP Manhole	22	General Contractor	Taylor Reed	713-782-0042	777 N. Eldridge Pkwy. Houston, TX. 77079	treed@vs-eng.com	\$ 375,000
2020	HC MUD 120, TX	CIP Manhole	30	General Contractor	Patrick Newton	713-953-5200	3600 W Sam Houston Pkwy S Ste 150 Houston, TX 77042	pnewton@lja.com	\$ 420,000
2017	Plano, TX	CIP Manhole	170	General Contractor	Chris Best	972-769-4128	4120 W Plano Parkway Plano, Texas 75086	chrisbe@plano.gov	\$ 928,850
2016	Plano, TX	CIP Manhole	147	General Contractor	Chris Best	972-769-4129	4121 W Plano Parkway Plano, Texas 75086	chrisbe@plano.gov	\$ 750,000
			1526						



Re: Physical Properties Certification – **THE CIP LINER**

To Whom It May Concern,

Our company, CIP Industries, LLC, is the manufacturer of **THE CIP LINER**.

I hereby certify that the CIP Liner meets or exceeds all physical properties listed below.

<u>Materials Section</u>	<u>Type I</u>	<u>Type II</u>	<u>Type III</u>
ASTM-D-790			
Flexural Strength	18,000 psi	27,000 psi	29,000 psi
Flexural Modulus	900,000 psi	1,050,000 psi	1,100,000 psi
ASTM-D-638			
Tensile Strength	8,000 psi	12,500 psi	14,000 psi
ASTM 7234-21			
Adhesion Strength	350 PSI	350 PSI	350 PSI
Engineered Life Expectancy	100 Years	100 Years	100 Years
Installation Warranty	1 Year	1 Year	1 Year
Materials Warranty	20 Years	20 Years	20 Years

If you have any questions concerning the above, please do not hesitate to contact the undersigned at (850)-740-3823 or at info@cipindustries.com.

Sincerely,

Kevin Boyd,
Director of Manufacturing
CIP Industries, LLC

Infrastructure Rehabilitation USA, Inc. – List of References and Recent Projects Similar in Scope

Project Date	Project Location	Scope	# of Manholes	Role	Contact	Phone	Address	Email	Gross Value
2024	Lubbock, TX	CIP Manhole	29	General Contractor	Zoltan Fekete	806-775-3317	1314 Ave K Lubbock, TX 79401	zfekete@mylubbock.us	\$ 417,000
2023	El Paso Water, TX	CIP Manhole	500	General Contractor	Felipe Lopez	915-594-5530	P.O. Box 511 El Paso, TX 79961	flopez@epwater.org	\$ 5,287,000
2023	Chelford One MUD	CIP Manhole	35	General Contractor	Taylor Reed	713-782-0042	777 N. Eldridge Pkwy. Houston, TX. 77079	treed@vs-eng.com	\$ 396,000
2023	San Leon MUD, TX	CIP Manhole	21	General Contractor	Andrew Miller	281-339-1586	443 24TH ST San Leon, TX 77539	Amiller@slmud.org	\$ 166,400
2023	Shreveport, LA	CIP Manhole	65	General Contractor	Donald Hobdy	318-673-7599	505 TRAVIS ST. SUITE 580, SHREVEPORT, LA 71101	Donald.Hobdy@shreveportla.gov	\$ 945,000
2023	Livingston, TX	CIP Manhole	19	General Contractor	Jason Britton	936-327-4311	200 West Church St Livingston, TX 77351	compliancecoor@livingston.net	\$ 99,870
2023	Brownsville PUB, TX	CIP Manhole	14	General Contractor	Marie Leal	956-983-6275	1425 Robinhood Drive Brownsville, Texas 78521	MLeal@brownsville-pub.com	\$ 249,000
2023	Little Rock, AR	CIP Manhole	3	General Contractor	Harold Hounwanou	501-223-1516	5300 Shackleford Rd. Little Rock, AR 72204	harold.hounwanou@lrwa.com	\$ 44,000
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2023	Paseo Del Este MUD, TX	CIP Manhole	4	General Contractor	Linda Troncoso	915-852-9093	110 Mesa Dr. Suite 200 El Paso, TX 79912	ltroncoso@tr-eng.com	\$ 111,200
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2021	El Paso Water, TX	CIP Manhole	19	General Contractor	Felipe Lopez	915-594-5532	P.O. Box 511 El Paso, TX 79961	flopez@epwater.org	\$ 357,000
2021	Lower Valley Water District	CIP Manhole	100	General Contractor	Ed Long	915-791-4480	P.O. Box 909 Clint, Texas 79836	elong@lvwd.org	\$ 1,965,000
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2020	Plano, TX	CIP Manhole	180	General Contractor	Chris Best	972.769.4128	4120 W Plano Parkway Plano, Texas 75086	chrisbe@plano.gov	\$ 1,200,000
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2020	HC MUD 120, TX	CIP Manhole	30	General Contractor	Patrick Newton	713-953-5200	3600 W Sam Houston Pkwy S Ste 150 Houston, TX 77042	pnewton@lja.com	\$ 420,000
2017	Plano, TX	CIP Manhole	170	General Contractor	Chris Best	972-769-4128	4120 W Plano Parkway Plano, Texas 75086	chrisbe@plano.gov	\$ 928,850
2016	Plano, TX	CIP Manhole	147	General Contractor	Chris Best	972-769-4129	4121 W Plano Parkway Plano, Texas 75086	chrisbe@plano.gov	\$ 750,000
			1526						

The CIP Liner

STANDARD SPECIFICATIONS Lift Station Rehabilitation

CURED-IN-PLACE (CIP) STRUCTURAL LINER
Designed for Structural Repair and Protection of
Wastewater and Storm Water Collection Systems

- Structural Rehabilitation
- Eliminates Infiltration and Exfiltration
- Stops Corrosion from Sewer Gases and Chemicals



401 Edwards Street, Suite 2100
Shreveport, Louisiana 71101
888-277-5485
www.irehabusa.com

The CIP Liner

STANDARD SPECIFICATIONS LIFT STATION REHABILITATION

1. PRODUCTS

The CIP Liner - Multiple structural woven roving fiberglass layers with a non-porous membrane bonded between the layers of fiberglass, with a total fabric weight of 68 oz. per square yard, saturated with 100% solids epoxy, cured-in-place, and bonded to the existing structure.

2. MANUFACTURER/DISTRIBUTOR/INSTALLER

Manufacturer:

CIP Industries, LLC
3825 Hwy 390 #B
Panama City, FL 32405
(850)-740-3823
Info@cipindustries.com

Distributor/Installer: Infrastructure Rehabilitation USA, Inc.

401 Edwards Street, Suite 2100
Shreveport, LA 71101
Phone: (888) 277-5485 Fax: (800) 340-2672
www.irehabusa.com Email: **info@irehabusa.com**

3. PRODUCT DESCRIPTION

Usage: The multi-layered liner system is a cured-in-place structural liner designed for use as a non-porous, multi-layer structural system for rehabilitation of sewage lift stations. It provides an impervious water and sewer gas resistant membrane, layered between layers of structural woven roving fiberglass eliminating H₂S gas deterioration, infiltration, and exfiltration problems in lift station structures.

This waterproof liner system completely seals off infiltration and exfiltration. The epoxy resins used in conjunction with the fiberglass liner fabric are resistant to gases and chemicals typically encountered in domestic sewer systems. The liner permanently adheres to wet or dry surfaces of brick, concrete, PVC, and ductile iron; it prevents further deterioration, infiltration, and exfiltration, while providing structural reinforcement to the existing structure, and provides a chemical and sewer gas resistant protective lining system.

All liner material and components are custom fabricated to fit the size and shape of each individual structure. The structure is measured, and liners are custom manufactured prior to commencement of the liner installation.

Materials and Liner Installation System:

FOR STRUCTURAL, INFILTRATION & CORROSION CONDITIONS: The liner is a three-layered composite system with a total pre-saturated fabric weight of 68-ozs. per square yard.

Layer #1 is 24-oz. structural woven roving fiberglass impregnated with a modified epoxy resin and bonded to the existing substructure.

Layer #2 is a 20-oz. non-porous membrane of special synthetic materials bonded to layer #1 and layer #3.

Layer #3 consists of 24-oz. structural woven roving fiberglass saturated with epoxy and bonded to the nonporous membrane, forming a smooth interior wall to the host structure.

For deeper structures or for extreme deterioration and/or heavy infiltration, additional layers of fiberglass may be added as needed.

Once on site, the fiberglass liner is spread out and an epoxy-resin mixture is applied on all sides until saturated. After the resin is applied, the liner is lowered into the lift station where, in most cases, it is cured in place with a temperature inversion system of air pressure and steam heat injection. When the liner is cured, it becomes a structural monolithic wall bonded to the host structure.

Sizes: Each liner is custom fabricated to fit the individual structure. There is no standard configuration in lift stations; therefore, exact measurements must be completed and submitted prior to manufacturing each liner. Measurements shall include diagrams for location, configuration, measurements, site & structure conditions, notes and observations.

4. INSTALLATION PROCESS

Installation Time: The entire liner installation time is typically 48 hours from the time the utility owner provides an empty structure. This is usually divided into one day for prepping the structure and one day for lining the structure.

Cleaning: All surfaces of the host structure are to be cleaned with a high-pressure hydro-jet sprayer with an operating pressure of at least 4,000-psi. After pressure cleaning, surface may be cleaned with degreaser or other solvents as needed to remove any film or residue on the surface. The structure shall then be pressure rinsed with water.

Final Preparation: All incoming laterals and main trunk line openings shall be properly trimmed and grouted with hydraulic cement, forming a filet between the structure wall and each pipe. All inlet and outlet pipes should be trimmed so they do not extend into the structure more than two inches. Such application of grout shall extend at least six inches from the outlet onto the wall area.

Walls and floors shall be repaired or refinished as appropriate, using chemical grout or hydraulic cement. Floors shall be lined with liner materials saturated with the epoxy resin and placed in the bottom, extending approximately 6 inches up the wall section, to overlap with the liner wall section.

Lift Station, Wet Well and Vault Installation:

Utility owner shall have removed all mechanical and electrical pumps, pipes, and switches from the structure, providing the liner installer an empty structure. Additionally, utility owner shall have removed the lift station deck slab and laid it bottom side up so that the liner installer can line the deck slab underside. If removing the lift station deck is not possible, lining shall be accomplished through the hatch.

Unless otherwise specified by the owner, the liner will include walls, the floor, and the underside of top deck slab and may be accomplished one of two ways:

- a. The underside of the top slab may be lined in conjunction with the walls and floor if being lined through the hatch opening.

-or-

- b. The utility owner may remove the top slab and lay the underside facing up. Lining of the lift station will occur in the main structure and then separately for the removed deck slab underside.

Once the liner is fully saturated with resin, it shall be lowered into the structure to the appropriate pre-marked position at structure entrance. In the case of large or non-cylindrical structures, the liner may be installed in sections with multiple cure times. The liner shall form a monolithic structure permanently connecting the walls and floor of the structure (and top slab where applicable).

Pump stations and larger structures are typically pressurized at a minimum 300 lbs. per square foot, with major infiltration being stopped prior to installation. This is due to the limited weight of the deck slab restricting the amount of internal pressure that can be applied during the installation process. The liner may also be pressurized and cured-in-place at ambient temperature by filling the structure with water to approximately one foot above the surface area to be lined. Depending upon specific site conditions, the water method is preferred for structures such as square or rectangular manholes, or vaults and large pump stations.

Curing Process: Once positioned inside the structure, the liner is pressurized with air or water. It is then cured with steam, ambient or heated air, or ambient or heated water. Most typical installations are heated by a temperature inversion system of pressurization with steam injection and a high velocity hot air column. The liner is heated until fully cured. The actual curing time will generally be based on the size of the structure. Regardless of curing process, the liner shall be fully covered under warranty.

Upon completion of the liner curing process, the inflation bladder shall be removed, all lines reopened, and the excess liner cut off at the structure opening. Additionally, a sealant or O-ring is applied to the top perimeter of the lift station and the deck slab is placed back into its original position. This is so that gases will not escape the structure.

5. WARRANTY

The liner installer and manufacturer jointly provide a Ten (10) Year unlimited and non-prorated Materials Warranty and a minimum of One (1) Year Labor Warranty. Fabrics and resins are warranted to be free of defects in materials and workmanship, to prevent infiltration, prohibit root intrusion and provide a surface coating resistant to sewer gases and chemicals typically found in domestic sewer collection systems. This warranty is for the repair or replacement of the liner as needed.

Required labor and materials warranties are as follows:

Liner for Sewage Lift Stations
Unlimited, Non-prorated Ten-Year Materials and One-Year Labor

The liner system will eliminate further deterioration due to sewer gases and significantly increase the life of the existing structure. In the case of industrial or chemical applications, warranty will be provided on a case-by-case basis.

5. MAINTENANCE

Although no maintenance is anticipated for decades, small holes or cracks can be repaired with epoxy mastic. Larger areas may be repaired using fiberglass material coated on both sides with epoxy mastic for greater structural integrity. The liner may be core drilled through for the addition of incoming lateral lines. Epoxy mastic grout shall be used as a seal between the new line and the liner wall.

6. AVAILABILITY AND COST

Availability: The CIP Lift Station Liners are available in all major marketing areas throughout the United States and Canada.

Cost: The CIP Lift Station Liners require custom manufacturing and installation procedures tailored for each structure. The result is a sustainable, “green” solution to infiltration and H₂S gas deterioration. The CIP Lift Station Liners provide the utmost in “value-engineering.”

7. TECHNICAL SERVICE



CIP Industries, LLC
3825 Hwy 390 #B
Panama City, FL 32405
(850)-740-3823
Info@cipindustries.com



401 Edwards Street, Suite 2100
Shreveport, Louisiana 71101
888-277-5485
www.irehabusa.com



The CIP Liner 68 oz. Series Testing Data

Strength and Flexural Testing Performed September 19, 2022				
	Compressive Strength ASTM D695	Tensile Strength ASTM D638	Flexural Strength ASTM D790	Flexural Modulus ASTM D790
Testing Result (psi)	10,753	13,118	27,891	1,022,152

Testing performed by PSILab, 117 South Sunset St., Suite I, Longmont CO 80501

Adhesion Testing Performed October 3, 2022			
	Test Performed	PSI	Result
Sample 1	ASTM 7234	426	Substrate Failure
Sample 2	ASTM 7234	422	Substrate Failure
Sample 3	ASTM 7234	415	Substrate Failure

Testing performed by Back Municipal Consulting, Cincinnati, Ohio, 45247

PROJECT REPORT**REPORT NUMBER:** CIP-091422-1 RP2**DATE:** 09/19/2022**CLIENT INFORMATION**CIP Industries LLC
3825 West Hwy, Unit 390
Panama City, Florida 32405
Attn: William Casten**SAMPLE DESCRIPTION**

PSILab received one (1) CIPP liner product from CIP Industries for physical properties testing. The sample was identified as: The CIP Liner, Model 68oz.

TEST PERFORMED

The sample was tested in accordance with the following ASTM test methods:

1. Flexural Strength: ASTM D790-17 (Procedure A)
2. Flexural Modulus of Elasticity: ASTM D790-17 (Procedure A)
3. Tensile Strength: ASTM D638-22 (Type I, 0.2ipm)
4. Tensile Modulus of Elasticity: ASTM D638-22 (Type I, 0.2ipm)
5. Compressive Strength: ASTM D695-15
6. Durometer Hardness: ASTM D2240-15(2021)

RESULT

Results from the physical properties tests are shown in Table 1 below. Appendix A (Tables 2-5) provides the individual replicate data from each test performed.

Table 1: Summary of Physical Properties Testing.

Sample ID	Test Performed	Results
The CIP Liner, Model 68oz	Flexural Strength (psi)	27,891
	Flexural Modulus (psi)	1,022,152
	Tensile Strength (psi)	13,118
	Tensile Modulus (psi)	935,085
	Compressive Strength (psi)	10,753
	Durometer Hardness (Type D)	82

Report Written by:Joe Inclan
Project Manager**Report Reviewed by:**Steve Lam
President

APPENDIX A. Individual Replicate Test Results.

Table 2. ASTM D790-17 Flexural Properties Results.

Name	Width (in)	Thickness (in)	Modulus (psi)	Peak Stress (psi)	Peak Strain (%)
Specimen 1	0.501	0.186	1,083,131	31,405	3.02
Specimen 2	0.505	0.191	870,287	25,600	3.09
Specimen 3	0.497	0.182	1,082,591	28,372	2.70
Specimen 4	0.503	0.183	947,758	27,994	3.14
Specimen 5	0.507	0.167	1,126,994	26,084	2.71
Mean	0.502	0.182	1,022,152	27,891	2.93
SD	0.004	0.009	108,352	2,297	0.21

Table 3. ASTM D638-22 Tensile Properties Results.

Name	Width (in)	Thickness (in)	Modulus (psi)	Peak Stress (psi)	Peak Strain (%)	Break Stress (psi)	Break Strain (%)
Specimen 1	0.508	0.190	944,805	14,653	3.14	14,653	3.14
Specimen 2	0.508	0.194	839,436	9,857	2.23	9,601	2.30
Specimen 3	0.507	0.193	999,125	14,482	3.12	14,482	3.12
Specimen 4	0.501	0.186	885,806	14,801	3.29	14,801	3.29
Specimen 5	0.507	0.183	1,006,254	11,795	2.39	11,795	2.39
Mean	0.506	0.189	935,085	13,118	2.83	13,066	2.85
SD	0.003	0.005	72,176	2,204	0.49	2,300	0.46

Table 4. ASTM D695-15 Compressive Properties Results.

Name	Width (in)	Thickness (in)	Length (in)	Modulus (psi)	Compressive Strength (psi)	Maximum Load (lbs)
Specimen 1	0.177	0.495	0.496	477,276	10,097	884
Specimen 2	0.188	0.495	0.495	411,180	10,186	946
Specimen 3	0.193	0.495	0.494	464,349	11,456	1,092
Specimen 4	0.196	0.496	0.497	477,572	10,424	1,012
Specimen 5	0.226	0.496	0.496	417,997	11,423	1,280
Specimen 6	0.189	0.495	0.494	490,247	11,210	1,045
Specimen 7	0.202	0.496	0.495	477,157	10,564	1,057
Specimen 8	0.187	0.496	0.495	350,318	10,374	960
Specimen 9	0.182	0.496	0.495	486,066	10,562	955
Specimen 10	0.197	0.500	0.494	465,600	11,234	1,108
Mean	0.194	0.496	0.495	451,776	10,753	1,034
SD	0.014	0.001	0.001	44,781	523	112

Table 5. ASTM D2240-15(2021) Durometer Hardness Results.

Name	Durometer Type D
Location 1	81
Location 2	84
Location 3	79
Location 4	83
Location 5	81
Mean	82
SD	2

Cincinnati, Ohio | 513.253.8461 | www.backmunicipalconsulting.com

October 3, 2022

CIP Industries LLC
3825 West Hwy, Unit 390
Panama City, Florida 32405
Attn: William Casten

SAMPLE DESCRIPTION

Back Municipal Consulting received one (1) CIPM Liner product adhered to a concrete block from CIP Industries for adhesion testing. The sample was identified as: The CIP Liner, Model 68oz.

TEST PERFORMED

The sample was tested in accordance with ASTM F7234-21. The test was performed at 70° F @ 51% humidity.

TEST EQUIPMENT

Delfasko Positest AT-A. 20 mm dolly at 30psi/s.

RESULT

Table 1: Results of Adhesion Testing

Sample ID	Test Performed	PSI	Result
1	ASTM 7234-21	426	Substrate Failure
2	ASTM 7234-21	422	Substrate Failure
3	ASTM 7234-21	415	Substrate Failure



Sample 1

Report written by:

Tim Back, P.E.
Principal Engineer



The CIP Liner 56 oz. Series Testing Data

Strength and Flexural Testing Performed December 2, 2022				
	Compressive Strength ASTM D695	Tensile Strength ASTM D638	Flexural Strength ASTM D790	Flexural Modulus ASTM D790
Testing Result (psi)	9,115	8,764	18,096	983,495

Testing performed by PSILab, 117 South Sunset St., Suite I, Longmont CO 80501

PROJECT REPORT**REPORT NUMBER:** CIP-111622-1-RP1**DATE:** 12/2/2022**CLIENT INFORMATION**CIP Industries LLC
3825 West Hwy, Unit 390
Panama City, Florida 32405

Attn: William Casten

SAMPLE DESCRIPTION

PSILab received one (1) CIP Manhole Liner from CIP Industries for physical properties testing. The sample was identified as: The CIP Liner, 56 oz.

TEST PERFORMED

The sample was tested in accordance with the following ASTM test methods:

1. Flexural Strength: ASTM D790-17 (Procedure A)
2. Flexural Modulus of Elasticity: ASTM D790-17 (Procedure A)
3. Tensile Strength: ASTM D638-22 (Type I, 0.2ipm)
4. Tensile Modulus of Elasticity: ASTM D638-22 (Type I, 0.2ipm)
5. Compressive Strength: ASTM D695-15
6. Durometer Hardness: ASTM D2240-15(2021)

RESULT

Results from the physical properties tests are shown in Table 1 below. Appendix A (Tables 2-5) provides the individual replicate data from each test performed.

Table 1: Summary of Physical Properties Testing.

Sample ID	Test Performed	Results
The CIP Liner, 56 oz.	Flexural Strength (psi)	18,096
	Flexural Modulus (psi)	983,495
	Tensile Strength (psi)	8,764
	Tensile Modulus (psi)	814,119
	Compressive Strength (psi)	9,115
	Durometer Hardness (Type D)	84

Report Written by:Joe Inclan
Project Manager**Report Reviewed by:**Steve Lam
President

APPENDIX A. Individual Replicate Test Results.

Table 2. ASTM D790-17 Flexural Properties Results.

Name	Modulus (psi)	Peak Stress (psi)	Peak Strain (%)
Specimen 1	1,083,108	18,779	1.86
Specimen 2	725,571	12,907	2.17
Specimen 3	997,642	19,914	3.51
Specimen 4	1,043,983	16,235	3.51
Specimen 5	1,067,172	22,647	3.09
Mean	983,495	18,096	2.83
SD	147,740	3,704	0.77

Table 3. ASTM D638-22 Tensile Properties Results.

Name	Modulus (psi)	Peak Stress (psi)	Peak Strain (%)	Break Stress (psi)	Break Strain (%)
Specimen 1	837,787	9,064	1.77	9,064	1.77
Specimen 2	746,486	7,963	1.78	7,963	1.78
Specimen 3	798,633	9,001	1.97	8,958	1.98
Specimen 4	847,424	8,823	1.87	8,793	1.88
Specimen 5	840,267	8,970	2.10	8,919	2.10
Mean	814,119	8,764	1.90	8,739	1.90
SD	42,330	456	0.14	445	0.14

Table 4. ASTM D695-15 Compressive Properties Results.

Name	Modulus (psi)	Compressive Strength (psi)	Maximum Load (lbs)
Specimen 1	377,624	9,601	1,022
Specimen 2	396,589	8,418	874
Specimen 3	387,869	9,953	1,103
Specimen 4	374,917	9,498	961
Specimen 5	345,227	9,661	1,075
Specimen 6	361,236	8,454	829
Specimen 7	356,423	8,604	889
Specimen 8	358,396	9,315	1,017
Specimen 9	380,222	8,947	909
Specimen 10	327,714	8,695	848
Mean	366,622	9,115	953
SD	20,807	559	97

Table 5. ASTM D2240-15(2021) Durometer Hardness Results.

Name	Durometer Type D
Location 1	85
Location 2	82
Location 3	86
Location 4	83
Location 5	86
Mean	84
SD	2



The CIP Liner 116 oz. Series Testing Data

Strength and Flexural Testing Performed December 2, 2022				
	Compressive Strength ASTM D695	Tensile Strength ASTM D638	Flexural Strength ASTM D790	Flexural Modulus ASTM D790
Testing Result (psi)	11,924	14,465	29,374	1,217,562

Testing performed by PSILab, 117 South Sunset St., Suite I, Longmont CO 80501

PROJECT REPORT

REPORT NUMBER: CIP-111622-2-RP1

DATE: 12/2/2022

CLIENT INFORMATION

CIP Industries LLC
 3825 West Hwy, Unit 390
 Panama City, Florida 32405

Attn: William Casten

SAMPLE DESCRIPTION

PSILab received one (1) CIP Manhole Liner from CIP Industries for physical properties testing. The sample was identified as: The CIP Liner, 116 oz.

TEST PERFORMED

The sample was tested in accordance with the following ASTM test methods:

1. Flexural Strength: ASTM D790-17 (Procedure A)
2. Flexural Modulus of Elasticity: ASTM D790-17 (Procedure A)
3. Tensile Strength: ASTM D638-22 (Type I, 0.2ipm)
4. Tensile Modulus of Elasticity: ASTM D638-22 (Type I, 0.2ipm)
5. Compressive Strength: ASTM D695-15
6. Durometer Hardness: ASTM D2240-15(2021)

RESULT

Results from the physical properties tests are shown in Table 1 below. Appendix A (Tables 2-5) provides the individual replicate data from each test performed.

Table 1: Summary of Physical Properties Testing.

Sample ID	Test Performed	Results
The CIP Liner, 116 oz.	Flexural Strength (psi)	29,374
	Flexural Modulus (psi)	1,217,562
	Tensile Strength (psi)	14,465
	Tensile Modulus (psi)	1,134,626
	Compressive Strength (psi)	11,924
	Durometer Hardness (Type D)	86

Report Written by:



Joe Inclan
 Project Manager

Report Reviewed by:



Steve Lam
 President

APPENDIX A. Individual Replicate Test Results.

Table 2. ASTM D790-17 Flexural Properties Results.

Name	Modulus (psi)	Peak Stress (psi)	Peak Strain (%)
Specimen 1	1,252,533	29,280	2.62
Specimen 2	1,262,187	32,487	2.91
Specimen 3	1,231,624	31,394	2.90
Specimen 4	1,186,352	29,065	2.79
Specimen 5	1,155,114	24,646	2.57
Mean	1,217,562	29,374	2.76
SD	45,514	3,009	0.16

Table 3. ASTM D638-22 Tensile Properties Results.

Name	Modulus (psi)	Peak Stress (psi)	Peak Strain (%)	Break Stress (psi)	Break Strain (%)
Specimen 1	1,132,437	13,599	4.76	13,364	4.92
Specimen 2	1,001,792	13,796	3.35	13,730	3.37
Specimen 3	1,121,406	14,929	3.35	14,929	3.35
Specimen 4	1,187,925	15,663	3.42	15,528	3.49
Specimen 5	1,229,572	14,340	3.14	14,313	3.15
Mean	1,134,626	14,465	3.60	14,373	3.66
SD	86,139	846	0.66	877	0.71

Table 4. ASTM D695-15 Compressive Properties Results.

Name	Modulus (psi)	Compressive Strength (psi)	Maximum Load (lbs)
Specimen 1	402,763	11,470	1,603
Specimen 2	380,656	10,682	1,486
Specimen 3	367,177	13,213	1,900
Specimen 4	361,078	12,891	1,849
Specimen 5	432,294	13,559	1,833
Specimen 6	399,312	12,134	1,725
Specimen 7	355,161	12,325	1,713
Specimen 8	297,481	10,055	1,481
Specimen 9	365,499	12,230	1,695
Specimen 10	330,696	10,679	1,537
Mean	369,212	11,924	1,682
SD	38,082	1,172	152

Table 5. ASTM D2240-15(2021) Durometer Hardness Results.

Name	Durometer Type D
Location 1	84
Location 2	88
Location 3	88
Location 4	84
Location 5	85
Mean	86
SD	2

October 3, 2022

CIP Industries LLC
3825 West Hwy, Unit 390
Panama City, Florida 32405
Attn: William Casten

SAMPLE DESCRIPTION

Back Municipal Consulting received one (1) CIPM Liner product adhered to a concrete block from CIP Industries for adhesion testing. The sample was identified as: The CIP Liner, Model 68oz.

TEST PERFORMED

The sample was tested in accordance with ASTM F7234-21. The test was performed at 70° F @ 51% humidity.

TEST EQUIPMENT

Delfasco Positest AT-A. 20 mm dolly at 30psi/s.

RESULT

Table 1: Results of Adhesion Testing

Sample ID	Test Performed	PSI	Result
1	ASTM 7234-21	426	Substrate Failure
2	ASTM 7234-21	422	Substrate Failure
3	ASTM 7234-21	415	Substrate Failure



Sample 1

Report written by:

Tim Back, P.E.
Principal Engineer



Re: Warranty – **THE CIP LINER LIFT STATIONS**

To Whom It May Concern,

Our company, CIP Industries, LLC, is the manufacturer of **THE CIP LINER**. CIP Industries, LLC and **THE CIP LINERS** authorized licensed installer jointly provide their standard Ten (10) Year unlimited and non-prorated Materials Warranty and One (1) Year Labor Warranty for all of **THE CIP LINER LIFT STATIONS**. **THE CIP LINER** fabrics and resins are warranted to be free of defects in materials and workmanship, to prevent infiltration, prohibit root intrusion and provide a surface coating resistant to sewer gases and chemicals typically found in domestic sewer collection systems.

This warranty is for the repair or replacement of the liner as needed. Labor and Materials Warranties for **CIP LINERS** installed in lift stations are as follows:

Unlimited, Non-prorated Ten-Year Materials and One-Year Labor

CIP Industries, LLC does not certify the structural integrity of existing structure or substructure, but the liner system will eliminate further deterioration due to sewer gases and significantly increase the life of the existing structure. In the case of industrial or chemical applications, warranty will be provided on a case-by-case basis. If you have any questions concerning the above, please do not hesitate to contact the undersigned at (850)-740-3823 or at info@cipindustries.com.

Sincerely,

Kevin Boyd,
Director of Manufacturing
CIP Industries, LLC



February 14, 2024

Re: Infrastructure Rehabilitation USA, Inc. – Authorized Installer of
THE CIP LINER in Lift Stations

To Whom It May Concern,

Our company, CIP Industries, LLC, is the manufacturer of **THE CIP LINER**. Infrastructure Rehabilitation USA, Inc., its employees and affiliates, are all certified and authorized to install all products we manufacture, including **THE CIP LINER** 56 oz. Series, 68 oz. Series, and the 116 oz. Series. Infrastructure Rehabilitation USA, Inc. is an authorized installer of The CIP Liner in Lift Stations in all fifty US States.

They are certified to install our product in manholes, lift stations, catch basins, pump stations, wet wells, vaults, storm water culverts, and pipes. We are the strongest permanent sustainable solution on the market. Infrastructure Rehabilitation USA, Inc.'s installers are the most experienced and capable in the industry, and we confidently endorse their work in any wastewater rehabilitation project.

If you have any questions concerning the above, please do not hesitate to contact the undersigned at (850)-740-3823 or at info@cipindustries.com.

Sincerely,

Kevin Boyd,
Director of Manufacturing
CIP Industries, LLC

Infrastructure Rehabilitation USA, Inc. – List of References and Recent Projects Similar in Scope- Lift Stations								
Project Date	Project Location	Scope	# of Lift Stations	Contact	Phone	Address	Email	Gross Value
2022	El Paso Water, TX	CIP Lift Station	1	Felipe Lopez	915-594-5530	P.O. Box 511 El Paso, TX 79961-0001	flopez@epwater.org	\$ 57,030
2022	Horizon MUD, TX	CIP Lift Station	1	Linda Troncoso	915-852-9093	110 Mesa Dr. Suite 200 El Paso, TX 79912	ltroncoso@tr-eng.com	\$ 58,500
2016	Plano, TX	CIP Lift Station	1	Chris Best	972.769.4128	4120 W Plano Parkway Plano, Texas 75086	chrisbe@plano.gov	\$ 7,950



Re: Physical Properties Certification – **THE CIP LINER**

To Whom It May Concern,

Our company, CIP Industries, LLC, is the manufacturer of **THE CIP LINER**.

I hereby certify that the CIP Liner meets or exceeds all physical properties listed below.

<u>Materials Section</u>	<u>Type I</u>	<u>Type II</u>	<u>Type III</u>
ASTM-D-790			
Flexural Strength	18,000 psi	27,000 psi	29,000 psi
Flexural Modulus	900,000 psi	1,050,000 psi	1,100,000 psi
ASTM-D-638			
Tensile Strength	8,000 psi	12,500 psi	14,000 psi
ASTM 7234-21			
Adhesion Strength	350 PSI	350 PSI	350 PSI
Engineered Life Expectancy	100 Years	100 Years	100 Years
Installation Warranty	1 Year	1 Year	1 Year
Materials Warranty	20 Years	20 Years	20 Years

If you have any questions concerning the above, please do not hesitate to contact the undersigned at (850)-740-3823 or at info@cipindustries.com.

Sincerely,

Kevin Boyd,
Director of Manufacturing
CIP Industries, LLC

Infrastructure Rehabilitation USA, Inc. – List of References and Recent Projects Similar in Scope- Lift Stations								
Project Date	Project Location	Scope	# of Lift Stations	Contact	Phone	Address	Email	Gross Value
2022	El Paso Water, TX	CIP Lift Station	1	Felipe Lopez	915-594-5530	P.O. Box 511 El Paso, TX 79961-0001	flopez@epwater.org	\$ 57,030
2022	Horizon MUD, TX	CIP Lift Station	1	Linda Troncoso	915-852-9093	110 Mesa Dr. Suite 200 El Paso, TX 79912	ltroncoso@tr-eng.com	\$ 58,500
2016	Plano, TX	CIP Lift Station	1	Chris Best	972.769.4128	4120 W Plano Parkway Plano, Texas 75086	chrisbe@plano.gov	\$ 7,950

Infrastructure Rehabilitation USA, Inc. Company Profile

Our company, Infrastructure Rehabilitation USA, Inc., has been in business since 2011. Our focus has been on wastewater rehabilitation in the Gulf South. We specialize in large vertical sewer structures by installing cured-in-place liners that are impervious to H₂S gas (sewer gas) and eliminate all I&I (inflow & infiltration) from entering the structure. We currently do work in Texas, Louisiana, Alabama, North Carolina, Virginia, Florida, Mississippi, and New Mexico. We service large cities, municipalities, water districts, and military bases throughout the Gulf South.

Infrastructure Rehabilitation USA, Inc. Company Personnel

Theodore Casten, President & CEO, will be the lead on all sales and marketing to PCA members and future PCA members. Theodore has been President & CEO of Infrastructure Rehabilitation since its founding in 2011.

William Casten, Vice President of Business Development, will be the main point of contact and liaison with PCA. William has been with the company for six years.

Noah Baker, CAO, will handle all administrative services regarding PCA.

NOAH B. BAKER
nbaker@irehabusa.com
(318) 453-6624



Purchasing Cooperative of America
www.pcamerica.org
844-722-6374

February 14, 2024

Re: Infrastructure Rehabilitation USA, Inc. – EMR and DART Rating

To Whom it May Concern,

I am writing in response to the PCA's request for submission of Infrastructure Rehabilitation USA's EMR and DART Rating. As there have been no workers compensation claims in the last five years, the company's DART Rating is 0. Attached, please see corroboration that we do not have an EMR rating, as our comp premium is not high enough to necessitate one. Please let me know if you have any questions.

Sincerely,

Noah Baker

Noah B. Baker



February 14, 2024

To Whom It May Concern,

Infrastructure Rehabilitation USA, Inc., does not qualify for an Experience Modifier Rate at this time, premium is too small. Their workers compensation insurance has been in effect since 1/1/2013.

Thank You,

Amy M. Strange, CISR, CPIA
Client Service Manager III

Arthur J Gallagher Risk Management Services, LLC



\\ INFRASTRUCTURE REHABILITATION USA, INC. (154764)

Policyholder Claim Detail (Loss Run) Report

There are no claims between 01/25/19 and 08/18/22 for this policy number.

[Back to Report Parameters](#)

Generated for ARTHUR J GALLAGHER RISK MGMT SERVICES on 02/13/2024

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Claims History Report (Loss Run)

*Amount does not reflect deductible

Policyholder: INFRASTRUCTURE REHABILITATION

Losses Incurred Since: 6/16/20

Agency: 0001722 - ARTHUR J GALLAGHER RISK MGMT

Policy: <u>EIG457236602</u> 6/16/22 - 8/18/22											Median Days to Report Claim: 0						Employers Preferred Insurance Company			
Injured Employee	Claim Number	Fatalities	Injury Date & Time	Status	Injury Source	Body Part	Injury Type	Class	Medical Paid	Medical Reserve	Indemnity Paid	Indemnity Reserve	Recovery	Deductible	Total Incurred*	Net Expense				
Total claims from this policy period: 0																				
Policy: <u>EIG457236601</u> 6/16/21 - 6/16/22											Median Days to Report Claim: 0						Employers Preferred Insurance Company			
Injured Employee	Claim Number	Fatalities	Injury Date & Time	Status	Injury Source	Body Part	Injury Type	Class	Medical Paid	Medical Reserve	Indemnity Paid	Indemnity Reserve	Recovery	Deductible	Total Incurred*	Net Expense				
Total claims from this policy period: 0																				
Policy: <u>EIG457236600</u> 6/16/20 - 6/16/21											Median Days to Report Claim: 0						Employers Preferred Insurance Company			
Injured Employee	Claim Number	Fatalities	Injury Date & Time	Status	Injury Source	Body Part	Injury Type	Class	Medical Paid	Medical Reserve	Indemnity Paid	Indemnity Reserve	Recovery	Deductible	Total Incurred*	Net Expense				
Total claims from this policy period: 0																				
Combined for all periods:																				
Total Claims: 0																				

Data as of 2/12/24

Workers' Compensation Detail Loss Run as of February 13, 2024

Policy Year(s) 2023, 2022 (2 Years)

Policy Number: 0999-12658

Carrier: Retailers Casualty Insurance Company

Policy Periods	Claims Status	Claims Type	Total Claims	Indemnity PTD	Medical PTD	Reserves	Total Incurred
08/18/23-08/18/24	0 Open, 0 Closed	0 Lost Time, 0 Med. Only	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
08/18/22-08/18/23	0 Open, 0 Closed	0 Lost Time, 0 Med. Only	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals	0 Open, 0 Closed	0 Lost Time, 0 Med. Only	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Policy Number: 0999-12658

Insured: Infrastructure Rehabilitation USA, Inc.

Policy Period: 08/18/23-08/18/24

Carrier: Retailers Casualty Insurance Company

Deductible? No

Policy Summary Totals				Indemnity	Medical	Other	Total	
Open Claims:	0	Deductible		Paid This Month	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Closed Claims:	0	Billed This Month	\$ 0.00	Paid to Date	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Lost Time:	0	Billed to Date	\$ 0.00	Reserves	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Medical Only:	0	Remaining	\$ 0.00	Total Incurred	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Policy Number: 0999-12658

Insured: Infrastructure Rehabilitation USA, Inc.

Policy Period: 08/18/22-08/18/23

Carrier: Retailers Casualty Insurance Company

Deductible? No

Policy Summary Totals				Indemnity	Medical	Other	Total	
Open Claims:	0	Deductible		Paid This Month	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Closed Claims:	0	Billed This Month	\$ 0.00	Paid to Date	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Lost Time:	0	Billed to Date	\$ 0.00	Reserves	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Medical Only:	0	Remaining	\$ 0.00	Total Incurred	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00



Workers' Compensation Detail Loss Run as of February 13, 2024
 Policy Year: 2023

Policy Number: 0999-12658
Insured: Infrastructure Rehabilitation USA, Inc.
Policy Period: 08/18/2023-08/18/2024

Carrier: Retailers Casualty Insurance Company
Deductible? No

Policy Summary Totals

Policy Summary Totals				Indemnity	Medical	Other	Total	
Open Claims:	0	Deductible		Paid This Month	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Closed Claims:	0	Billed This Month	\$ 0.00	Paid to Date	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Lost Time:	0	Billed to Date	\$ 0.00	Reserves	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Medical Only:	0	Remaining	\$ 0.00	Total Incurred	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00



Workers' Compensation Detail Loss Run as of February 13, 2024

Policy Year: 2022

Policy Number: 0999-12658

Insured: Infrastructure Rehabilitation USA, Inc.

Policy Period: 08/18/2022-08/18/2023

Carrier: Retailers Casualty Insurance Company

Deductible? No

Policy Summary Totals

Policy Summary Totals				Indemnity	Medical	Other	Total	
Open Claims:	0	Deductible		Paid This Month	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Closed Claims:	0	Billed This Month	\$ 0.00	Paid to Date	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Lost Time:	0	Billed to Date	\$ 0.00	Reserves	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Medical Only:	0	Remaining	\$ 0.00	Total Incurred	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00



Workers' Compensation Detail Loss Run as of February 13, 2024
Policy Year: 2024

Policy Number: 0196-59946

Insured: Infrastructure Rehabilitation USA, INC.

Policy Period: 01/25/2024-01/25/2025

Carrier: Bridgefield Casualty Insurance Company

Deductible? No

Policy Summary Totals

Policy Summary Totals				Indemnity	Medical	Other	Total	
Open Claims:	0	Deductible		Paid This Month	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Closed Claims:	0	Billed This Month	\$ 0.00	Paid to Date	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Lost Time:	0	Billed to Date	\$ 0.00	Reserves	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Medical Only:	0	Remaining	\$ 0.00	Total Incurred	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00



Arthur J. Gallagher Risk Management Services, Inc.

111 Veterans Blvd. Suite 1130
Metairie, LA 70005
Office 504-888-1100
Fax 504-888-1299

February 13, 2024

Purchasing Cooperative of America

Re: Infrastructure Rehabilitation USA, Inc.

To Whom It May Concern:

This is to advise that the above referenced Principal has previously been provided surety credit and currently has a bond program of \$3,000,000 single job/ \$6,000,000 aggregate program.

Any issuance of a final bond is subject to review of the terms and conditions of the contract and final bond forms, pertinent underwriting information and project financing.

Any arrangement for the final bonds is a matter between Infrastructure Rehabilitation USA, Inc. and ourselves and we assume no liability to third parties if for any reason we do not execute said bonds.

Sincerely,
Arthur J. Gallagher



Greg Weston
/gv

Infrastructure Rehabilitation USA, Inc. Products/Services

- a) Infrastructure Rehabilitation USA will be offering both products and services.
- b) Our products and services fall under the categories of “Cured-in-Place (CIP) Installation for Vertical Sewer Structures (Manhole Liners)”, “Cured-in-Place (CIP) Rehabilitation for Vertical Sewer Structures (Manhole Liners)”, and “Cured-in-Place (CIP) Lift Station Rehabilitation.”
- c) Our company provides and installs cured-in-place liners for large vertical wastewater structures (e.g., manholes, lift stations, wet wells, etc.) The product we install is a unique and one-of-a-kind product that consists of two layers of fiberglass with an impermeable felt membrane sandwiched between both layers of fiberglass. The fiberglass is completely saturated with epoxy resin and steam-cured into place. Every structure is individually measured, and each liner is custom made to fit each structure like a dress. Taking these exact measurements and detailed making of the liners allows for a 100% monolithic bond with the host structure. Our process is trenchless, no-dig, and provides zero disruption to the surrounding environment. We are able to install our product in manholes without bypass pumping or shutting off the system. We install our product by using a cylindrical liner that is lowered into place, or in large panels that are installed via a wallpaper system and covering 100% of the structure in liner material. Our product greatly enhances the structural integrity of the host system and is immune to deterioration from sewer gas.
- d) We do not provide expert advice or consultation.
- e) We use our personnel and equipment for most of our cured-in-place rehabilitation installations. We do utilize subcontractors for by-pass pumping and other non-rehabilitation services (intensive concrete or asphalt repair, large mechanical removal, etc.
- f) Infrastructure Rehabilitation USA agrees to advise PCA Member when work is expected to be hazardous to students, employees, the public and/or other workers.

Infrastructure Rehabilitation USA, Inc. Sample Project

- a) Large city in SW Texas- Population of 700,000, and 50,000 total manholes in their jurisdiction.
- b) Not applicable
- c) Two (2) full time crews each consisting of four (4) to five (5) people each
- d) Cured-place-manhole rehabilitation. 500 large structures consisting of 1600 vertical feet of rehabilitation. Every structure had severe H₂S sewer gas deterioration along with I&I due to the extreme levels of deterioration.
- e) The project took 11 months to complete.
- f) The value of the project was \$5,287,000.

Infrastructure Rehabilitation USA, Inc. Marketing Plan

Due to the uniqueness of our product, we are constantly educating cities and municipalities about the benefits and need to pursue a cured-in-place option when they rehabilitate their vertical sewer structures. We frequently do lunch and learns, zoom presentations, attend statewide and national conferences, and do live demonstration installations for city officials, engineers, operators, and other interested parties to come see. We have mainly pursued sole-source contracts and negotiated contracts to be able to secure contracts. With the availability to use the PCA contract, we believe we can rapidly expand our customer base by not having to pursue sole-sourcing. It would be our intention to aggressively pursue using the purchasing cooperative with all our clients and educate them on how to do so if they are not familiar with the process. We believe that we will be able to steer a significant amount of all our new business to using the PCA contract, if awarded.

Infrastructure Rehabilitation USA, Inc. Warranty Information

- a) We offer a 20-year, non-prorated warranty on materials for manholes, and a 10-year, non-prorated warranty on materials for lift stations, wet wells, and pump stations.
- b) We offer a 1-year, non-prorated warranty on installation for manholes, and a 1-year, non-prorated warranty on installations of lift stations, wet wells, and pump stations.
- c) We do not offer an extended warranty or maintenance contract.



Infrastructure Rehabilitation USA, Inc.

Price Book 2024

Note: Due to site-specific nature of each potential customer's (participating public agency) opportunity/scope of work, the services provided under this price book will be provided with a visit to each potential job site. Once a defined scope of work has been agreed upon, we will generate a proposal identifying the pricing for which we will be able to complete the work. Each proposal will either reflect the listed price in the following tables, or pricing below this level if agreed upon.

PCA Pricing - PCA OD-406-24

Item #	Item Description	Unit	Price
	A. Installation Services- Manhole & Strucutre Rehabilitation		
A-1	68 oz Cured-In-Place Fiberglass Liner - 4' Diameter	VF	\$ 1,250.00
A-2	68 oz Cured-In-Place Fiberglass Liner - 4.5' Diameter	VF	\$ 1,405.00
A-3	68 oz Cured-In-Place Fiberglass Liner - 5' Diameter	VF	\$ 1,560.00
A-4	68 oz Cured-In-Place Fiberglass Liner - 6' Diameter	VF	\$ 1,870.00
A-5	68 oz Cured-In-Place Fiberglass Liner - 7' Diameter	VF	\$ 2,180.00
A-6	68 oz Cured-In-Place Fiberglass Liner	SQFT	\$ 100.00
A-7	68 oz Cured-In-Place Fiberglass Liner (Non-circular manholes)	SQFT	\$ 109.00
A-8	56 oz Cured-In-Place Fiberglass Liner - 4' Diameter	VF	\$ 1,115.00
A-9	56 oz Cured-In-Place Fiberglass Liner- 4.5' Diameter	VF	\$ 1,250.00
A-10	116 oz Cured-In-Place Fiberglass Liner- 4' Diameter	VF	\$ 1,470.00
A-11	116 oz Cured-In-Place Fiberglass Liner- 4.5' Diameter	VF	\$ 1,650.00
A-12	116 oz Cured-In-Place Fiberglass Liner- 5' Diameter	VF	\$ 1,835.00
A-13	116 oz Cured-In-Place Fiberglass Liner- 6' Diameter	VF	\$ 2,200.00
A-14	116 oz Cured-In-Place Fiberglass Liner- 7' Diameter	VF	\$ 2,570.00
A-15	116 oz Cured-In-Place Fiberglass Liner- 8' Diameter	VF	\$ 2,930.00
A-16	116 oz Cured-In-Place Fiberglass Liner	SQFT	\$ 120.00
A-17	116 oz Cured-In-Place Fiberglass Liner (Non-circular manholes)	SQFT	\$ 130.00
A-18	Lift Station/Pump Station Rehab- 68 oz Fiberglass Liner (Lining Only)	SQFT	\$ 135.00
A-19	Lift Station/Pump Station Rehab- 116 oz Fiberglass Liner (Lining Only)	SQFT	\$ 145.00
A-20	WWTP- 68 oz Fiberglass Liner (Lining Only)	SQFT	\$ 135.00
A-21	WWTP Rehab- 116 oz Fiberglass Liner (Lining Only)	SQFT	\$ 145.00
A-22	Lift Station/Pump Station Rehab- 68 oz Fiberglass Liner- All Mechanical/Bypassing	SQFT	\$ 325.00
A-23	Lift Station/Pump Station Rehab- 116 oz Fiberglass Liner- All Mechanical/Bypassing	SQFT	\$ 335.00
A-24	WWTP- 68 oz Fiberglass Liner- All Mechanical/Bypassing	SQFT	\$ 325.00
A-25	WWTP Rehab- 116 oz Fiberglass Liner- All Mechanical/Bypassing	SQFT	\$ 335.00
A-26	New Bench & Invert	EA	\$ 1,305.00
A-27	Rebuild Bench & Invert	EA	\$ 655.00
A-28	Replace Ring & Cover 24"	EA	\$ 1,305.00
A-29	Replace Ring & Cover 32"	EA	\$ 2,175.00
A-30	Reset Ring & Cover	EA	\$ 490.00
A-31	Reform/ Reset Concrete Collar of MH	EA	\$ 1,100.00
A-32	Debris Removal	EA	\$ 330.00
A-33	Collapsed Wall Rebuild & Reconstruction	VF	\$ 1,100.00
A-34	Minor Wall/Structure Rebuild	VF	\$ 465.00
A-35	Old Liner Removal/Stripping	EA	\$ 1,500.00
	B. Mobilization/ Traffic Control/ Miscellaneous		
B-1	Traffic Control Level 1- (e.g. Cones)	Per day	\$ 220.00
B-2	Traffic Control Level 2- (e.g. Cones & barells)	Per day	\$ 380.00
B-3	Traffic Control Level 3- (e.g. Cones, barrells, arrow board)	Per day	\$ 545.00
B-4	Traffic Control Level 4- Cones, barrells, arrow board	Per day	\$ 815.00
B-5	Traffic Control Level 5- Cones, barrells, arrow board, dummy truck	Per day	\$ 1,090.00
B-6	Traffic Control Level 6- Cones, barrells, arrow board, multiple dummy trucks	EA	\$ 1,630.00
B-7	Traffic Control Level 7- Flag men, arrow boards and dummy trucks	EA	\$ 2,175.00
B-8	Traffic Control Level 8- major roadway traffic diversion	EA	\$ 2,720.00
B-9	Site Restoration	EA	\$ 380.00
B-10	Enviromental Cleanup & Disposal	EA	\$ 545.00
B-11	Post Inspection Video	EA	\$ 435.00
B-12	Spark Testing	EA	\$ 380.00

B-13	Off Road Access (<100 ft)	EA	\$ 330.00
B-14	Off Road Access (<200 ft)	EA	\$ 435.00
B-15	Off Road Access (<300 ft)	EA	\$ 545.00
B-16	Off Road Access (<400 ft)	EA	\$ 655.00
B-17	Off Road Access (>500 ft)	EA	\$ 1,090.00
B-18	Mobilization- TML Region 2 (Amarillo)	EA	\$ 25,000.00
B-19	Mobilization- TML Region 3 (Caprock- Lubbock)	EA	\$ 25,000.00
B-20	Mobilization- TML Region 4 (Permian Basin- Odessa)	EA	\$ 30,000.00
B-21	Mobilization- TML Region 5 (Red Valley Wichita Falls)	EA	\$ 18,500.00
B-22	Mobilization- TML Region 6 (Hub of Texas- Abilene)	EA	\$ 25,000.00
B-23	Mobilization- TML Region 7 (Alama Region- San Antonio)	EA	\$ 20,000.00
B-24	Mobilization- TML Region 8 (Where the West Begins- Fort Worth)	EA	\$ 15,000.00
B-25	Mobilization- TML Region 9 (Heart of Texas Region-Waco Area)	EA	\$ 15,000.00
B-26	Mobilization- TML Region 10 (Highland Lakes Region-Austin Area)	EA	\$ 15,000.00
B-27	Mobilization- TML Region 11 (Coastal Bend Region-Corpus Christi Area)	EA	\$ 20,000.00
B-28	Mobilization- TML Region 12 (Lower Rio Grande Valley-Rio Grande Valley Area)	EA	\$ 30,000.00
B-29	Mobilization- TML Region 13 (North Central Texas Region-Dallas Area)	EA	\$ 15,000.00
B-30	Mobilization- TML Region 14 (San Jacinto Region-Houston Area)	EA	\$ 15,000.00
B-31	Mobilization- TML Region 15 (Tyler-Longview Area)	EA	\$ 12,500.00
B-32	Mobilization- TML Region 16 (Golden Pine and Oil Region-Beaumont-Lufkin Area)	EA	\$ 12,500.00
B-33	Mobilization- Louisiana	EA	\$ 10,000.00
B-34	Mobilization- Florida	EA	\$ 25,000.00
B-35	Mobilization- Georgia	EA	\$ 25,000.00
B-36	Mobilization- North Carolina	EA	\$ 25,000.00
B-37	Mobilization- Oklahoma	EA	\$ 25,000.00
B-38	Mobilization- Colorado	EA	\$ 30,000.00
B-39	Mobilization- Emergency Rehab of Less than 100 VF	EA	\$ 25,000.00
B-40	Mobilization- Emergency Rehab of 101 VF to 300 VF	EA	\$ 20,000.00
B-41	Mobilization- Emergency Rehab of 301VF to 500 VF	EA	\$ 15,000.00
B-42	Mobilization- Emergency Rehab of 501 VF to 1000 VF	EA	\$ 10,000.00
B-43	Mobilization- Alabama	EA	\$ 15,000.00
B-44	Mobilization- Arizona	EA	\$ 35,000.00
B-45	Mobilization- California	EA	\$ 45,000.00
B-46	Mobilization- Idaho	EA	\$ 45,000.00
B-47	Mobilization- Illinois	EA	\$ 30,000.00
B-48	Mobilization- Indiana	EA	\$ 30,000.00
B-49	Mobilization- Iowa	EA	\$ 30,000.00
B-50	Mobilization- Kansas	EA	\$ 30,000.00
B-51	Mobilization- Kentucky	EA	\$ 30,000.00
B-52	Mobilization- Maine	EA	\$ 50,000.00
B-53	Mobilization- Maryland	EA	\$ 30,000.00
B-54	Mobilization- Massachusetts	EA	\$ 35,000.00
B-55	Mobilization- Michigan	EA	\$ 35,000.00
B-56	Mobilization- Minnesota	EA	\$ 35,000.00
B-57	Mobilization- Mississippi	EA	\$ 15,000.00
B-58	Mobilization- Missouri	EA	\$ 25,000.00
B-59	Mobilization- Montana	EA	\$ 30,000.00
B-60	Mobilization- Nebraska	EA	\$ 30,000.00
B-61	Mobilization- Nevada	EA	\$ 40,000.00
B-62	Mobilization- New Hampshire	EA	\$ 50,000.00
B-63	Mobilization- New Jersey	EA	\$ 50,000.00
B-64	Mobilization- New Mexico	EA	\$ 40,000.00
B-65	Mobilization- New York	EA	\$ 45,000.00
B-66	Mobilization- North Dakota	EA	\$ 45,000.00

B-67	Mobilization- Ohio	EA	\$ 35,000.00
B-68	Mobilization- Oklahoma	EA	\$ 20,000.00
B-69	Mobilization- Oregon	EA	\$ 45,000.00
B-70	Mobilization- Pennslyvania	EA	\$ 40,000.00
B-71	Mobilization- Rhode Island	EA	\$ 45,000.00
B-72	Mobilization-South Carolina	EA	\$ 30,000.00
B-73	Mobilization- South Dakota	EA	\$ 45,000.00
B-74	Mobilization- Tennesse	EA	\$ 30,000.00
B-75	Mobilization- Utah	EA	\$ 35,000.00
B-76	Mobilization- Vermont	EA	\$ 45,000.00
B-77	Mobilization- Virginia	EA	\$ 35,000.00
B-78	Mobilization- Washington	EA	\$ 45,000.00
B-79	Mobilization- Wisconsin	EA	\$ 35,000.00
B-80	Mobilization- Wyoming	EA	\$ 45,000.00

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING EMERGENCY LIFT STATION NO. 16 DEWATERING SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO THE CONTRACT WITH SHIFF CONSTRUCTION & DEVELOPMENT, LLC FOR THE REPLACEMENT OF LIFT STATION NO. 16 DUE TO DEWATERING CHALLENGES, FOR AN AMOUNT NOT TO EXCEED EIGHTY-SIX THOUSAND SIXTY-THREE DOLLARS AND FORTY-THREE CENTS (\$86,063.43); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENOR'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 24-162, the City of Opa-Locka ("City") entered into an agreement with Shiff Construction & Development, LLC for the replacement of Lift Station No. 16., located at NW 43rd Avenue within the City, as part of the City's efforts to increase sewer capacity and support the economic development needs of the City; and

WHEREAS, the original cost of the Lift Station No. 16 replacement project was Nine Hundred Forty-Nine Thousand, Four Hundred Eighty-Five Dollars and Ninety-Seven Cents (\$949,485.97), which included demolition, construction, materials, and labor; and

WHEREAS, Shiff Construction & Development, LLC then requested a contract amendment to include a Pump Seal Failure Module, which is designed to prevent the leakage of fluids, ensuring the pump operates effectively while minimizing contamination and damage to surrounding equipment, for an additional cost of Twenty-Four Thousand Eight Hundred Twenty-Five Dollars and Eighty-Four Cents (\$24,825.84); and

WHEREAS, a second amendment is now requested during the initial demolition phase because dewatering issues arose due to the City's existing infrastructure being unable to handle the discharge flow, resulting in illegal discharge and dewatering complications; and

WHEREAS, these conditions caused the Contractor to incur additional labor and equipment expenses, including the need for extra Mobilization of Traffic (MOT) equipment, resulting in an additional cost of One Hundred Eight Thousand, Sixty-Three Dollars and Forty-Three Cents (\$108,063.43); and

WHEREAS, the original contract also included a Twenty-Two Thousand Dollars (\$22,000.00) provision for the Contractor to obtain necessary permits; however, the City

obtained the permits, resulting in cost savings that offset the second amendment amount, thereby reducing the net contract increase to Eighty-Six Thousand Sixty-Three Dollars and Forty-Three Cents (\$86,063.43); and

WHEREAS, the total project cost after this amendment will be One Million Sixty Thousand, Three Hundred Seventy-Five Dollars and Twenty-Four Cents (\$1,060,375.24), inclusive of all materials, installation, and labor; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to ratify Emergency Lift Station No. 16 Dewatering Services and authorize the City Manager to execute a second amendment to the contract, in the form attached hereto as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby ratifies Emergency Lift Station No. 16 Dewatering Services and authorizes the City Manager to amend the contract with Shiff Construction & Development, LLC for the replacement of Lift Station No. 16 due to dewatering challenges, for an amount not to exceed Eighty-Six Thousand Sixty-Three Dollars and Forty-Three Cents (\$86,063.43), in the form attached hereto as Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent as may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED and ADOPTED this _____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-locka **Agenda Cover Memo**

Department Manager:	Adelina Gross		Department Director Signature:				
City Manager:	Sha'mecca Lawson		CM Signature:				
Commission Meeting Date:	10.22.2025		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
					X		X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept.)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	City Manager		Department:	Capital Improvements Program			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO AMEND THE CONTRACT WITH SHIFF CONSTRUCTION & DEVELOPMENT, LLC FOR THE REPLACEMENT OF LIFT STATION NO. 16 DUE TO DEWATERING CHALLENGES.

Staff Summary:

The City entered into an agreement with Shiff Construction & Development LLC for the replacement of Lift Station No. 16 located at NW 43rd Avenue as part of the City's efforts to increase the sewer capacity and boost Economic Development in the City .

The proposed fee schedule for this project was \$949,485.97 which included demolition, construction, materials, and labor. The amending of the contract being requested by Shiff Construction & Development LLC is due to fees incurred caused by illegal discharge and dewatering issues that occurred during the initial demolition phase. The inability to effectively dewater the project resulted from the City infrastructure intended to handle the dewatering discharge being unable to handle this discharge, resulting in the

Contractor incurring additional labor and equipment expense, as well as requiring additional Mobilization of Traffic (MOT) equipment, resulting in an additional cost of \$108,063.43.

The original contract also included a provision of \$22,000 for the Contractor to obtain the necessary permits. However, the City obtained these permits, resulting in contract savings of that amount and reducing the proposed contract increase to \$86,063.43. This will result in the total estimated project cost of \$1,060,375.24, inclusive of materials, installation and labor for the replacement of Lift Station No. 16.

Financial Impact – \$86,063.43 will be added to this project in FY 26 Budget Amendment #1 with available funding from the Water-Sewer Operating Fund.

Proposed Action:

Staff recommends the amendment to the Contract with Shiff Construction & Development LLC and approving the additional fees for services being proposed to complete the replacement of the Lift Station and extend the life of the equipment.

Attachment:

1. Agenda
2. Resolution No. 24-010 Accepting the Proposal from Shiff Construction & Development LLC
3. Shiff Construction & Development LLC Executed Contract for Lift Station No. 16 Replacement Project
4. Contractor Price Proposal Work Order 135048.02
5. Memo to City Manager Dewatering and Fuel Contamination Pump Station No. 16

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF
OPA-LOCKA, FLORIDA, AND SHIFF CONSTRUCTION & DEVELOPMENT,
INC. FOR LIFT STATION 16 REPLACEMENT SERVICES**

THIS AMENDMENT entered into between the CITY OF OPA-LOCKA, a Florida municipal corporation, hereinafter "CITY", and Shiff Construction & Development, Inc., a Florida Corporation, hereinafter "CONTRACTOR", hereby amends the Agreement between the parties approved November 20, 2024.

WITNESSETH:

WHEREAS, the City of OPA-LOCKA "City" entered into an agreement with Shiff Construction & Development, Inc. for Lift Station 16 Replacement Services; and

WHEREAS, the Agreement between the parties was entered into pursuant to Resolution 24-162; and

WHEREAS, pursuant to Resolution No. _____, the City Commission approved a first amendment to include a Pump Seal Failure Module to prevent leakage, ensure operational efficiency, and extend the life of the pump and related equipment, for an amount not to exceed Twenty-Four Thousand Eight Hundred Twenty-Five Dollars and Eighty-Four Cents (\$24,825.84), pursuant to Work Order No. 135048.0, dated May 30, 2025; and

WHEREAS, pursuant to Resolution No. _____, the City Commission approved ratification for a second amendment to include services for emergency dewatering services, for an amount of Eighty-Six Thousand Sixty-Three Dollars and Forty-Three Cents (\$86,063.43), dated August 8, 2025; and

WHEREAS, the parties desire to specifically amend the Project Agreement, Section 2 entitled "Contract Terms" of the original agreement; and

WHEREAS, the second amendment will add Contractor's Work Order No. 135048.02 Modification Document to Composite Exhibit "B" of the Agreement; and

WHEREAS, the City Commission desires to authorize the City Manager to execute the Amendment to the Original Project Agreement between CITY and Shiff Construction & Development, Inc., as set forth herein.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth in this Amendment, the parties hereby agree to amend follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Project Agreement.

2. Composite Exhibit "B" shall amended to include Shiff Construction & Development, Inc. Work Order No. 135048.02 Modification Document, for emergency dewatering services, for an increased amount of Eighty-Six Thousand Sixty-Three Dollars and Forty-Three Cents (\$86,063.43) and dated August 8, 2025.

The foregoing recitations are true and correct and are hereby incorporated by reference. All other provisions of the Agreement, except as modified herein, shall remain in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF OPA-LOCKA

ATTEST:

OPA-LOCKA CITY CLERK

BY: _____
City Clerk

By: _____
City Manager

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
City Attorney

CONSULTANT

**Shiff Construction & Development, Inc., a Florida Corporation authorized to
conduct business in the State of Florida**

By: _____

Print Name: _____

Title: _____

WITNESS:

Print Name _____

Signature _____

STATE OF FLORIDA COUNTY

OF MIAMI-DADE

The forgoing instrument was acknowledged before me this _____ day of
_____, 2025 by [Name and Position] _____
_____, who is personally known to me or has produced
identification and acknowledged that he did execute this instrument for the purpose
stated herein.

Notary Public, State of Florida

Print Name

My Commission Expires:

Work Order Signature Document**EZIQC Contract No.: FL-R10-GC02-111821- SCD**☐**New Work Order**☒**Modify an Existing Work Order**

Work Order Number.: 135048.02

Work Order Date: 08/08/2025

Work Order Title: City of Opa-Locka - Lift Station #16 Replacement Project. Supplemental Supplemental

Owner Name: City of Opa Locka

Contractor Name: Shiff Construction & Development, Inc.

Contact: Adelina Gross

Contact: Justen Shiff

Phone: 7729329572

Phone: 9545242575

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-R10-GC02-111821- SCD.

Brief Work Order Description:**Time of Performance**

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:

☐

Will not apply:

☒**Work Order Firm Fixed Price: \$86,063.43**

Owner Purchase Order Number:

Approvals_____
Owner_____
Date_____
Contractor_____
Date



Detailed Scope of Work

To: Justen Shiff
Shiff Construction & Development, Inc.
1350 NE 56th St -Ste. 100
Fort Lauderdale, FL 33334
9545242575

From: Adelina Gross
City of Opa Locka
780 Fisherman Street
Opa-Locka, FL 33054
7729329572

Date Printed: August 08, 2025

Work Order Number: 135048.02

Work Order Title: City of Opa-Locka - Lift Station #16 Replacement Project. Supplemental Supplemental

Brief Scope:

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Per attached scope of work.

Subject to the terms and conditions of JOC Contract **FL-R10-GC02-111821- SCD**.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date:	August 08, 2025	
Re:	IQC Master Contract #:	FL-R10-GC02-111821- SCD
	Work Order #:	135048.02
	Owner PO #:	
	Title:	City of Opa-Locka - Lift Station #16 Replacement Project. Supplemental Supplemental
	Contractor:	Shiff Construction & Development, Inc.
	Proposal Value:	\$86,063.43

Section - 01	\$86,063.43
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Proposal Total	\$86,063.43
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This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: August 08, 2025

Re: IQC Master Contract #: FL-R10-GC02-111821- SCD
 Work Order #: 135048.02
 Owner PO #:
 Title: City of Opa-Locka - Lift Station #16 Replacement Project. Supplemental Supplemental
 Contractor: Shiff Construction & Development, Inc.
 Proposal Value: \$86,063.43

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	-\$22,000.00
				Installation	
				Quantity	Unit Price
				-20,000.00	1.00
				x	x
				Factor	Total
				1.1000	-22,000.00
				As agreed with Adelina, permit allowance to be utilized to cover additional scope (rerouting dewatering to LeJeune Road & additional bypass set up for rmanhole not shown on plans)_	
2	01 22 23 00 0371		MO	2 To 2-3/8 CY Hydraulic Excavator With Full-Time Operator	\$26,656.05
				Installation	
				Quantity	Unit Price
				1.00	25,147.22
				x	x
				Factor	Total
				1.0600	26,656.05
				Due to inability to effectively dewater , (1) additional month required for main excavator, digging lift station, handling all sheeting and or shoring, setting big structure. NOTE: Labor (operator) removed.	
3	01 22 23 00 0551		MO	4' Maximum Trench Depth, Ride-On Trencher With Full-Time Operator	\$11,791.63
				Installation	
				Quantity	Unit Price
				1.00	11,124.18
				x	x
				Factor	Total
				1.0600	11,791.63
				Due to inability to effectively dewater , (1) additional month required for trench box to be used within sheet piling, for 24' depth excavation.	
4	01 22 23 00 0916		MO	500 Gallon High Volume Vacuum With Full-Time Operator	\$29,935.76
				Installation	
				Quantity	Unit Price
				2.00	14,120.64
				x	x
				Factor	Total
				1.0600	29,935.76
				Due to inability to effectively dewater , (1) additional month required for (2) dewatering vacuum pumps: (1) 10" & (1) 2" for 2 months each.	
5	01 22 23 00 1160		MO	510,000 GPH, 12" Discharge, 200' Maximum Head, Diesel Powered Portable Silenced Environmental Trash Pump	\$20,710.23
				Installation	
				Quantity	Unit Price
				3.00	6,512.65
				x	x
				Factor	Total
				1.0600	20,710.23
				Due to inability to effectively dewater , (1) additional month required for (2) Bypass Pumps for 1 months. Additional bypass added for sanitary manhole to the south of lift station not shown on plans.	
6	01 56 23 00 0003		LF	Up To One Month Rental, FDOT Type K Barricade Rental, Per LFRental cost per linear foot for 1st month only. Includes initial transport to job, unloading, placement, pinning, unpinning, loading, and final transport to back to yard. Excludes mobilization charge for crew and equipment.	\$17,786.80
				Installation	
				Quantity	Unit Price
				400.00	41.95
				x	x
				Factor	Total
				1.0600	17,786.80
				Due to inability to effectively dewater, (1) additional month required for 400 LF.	
7	01 56 26 00 0005		LF	Temporary 6' High Chain Link Fence And Posts, Up To 6 Months	\$1,182.96
				Installation	
				Quantity	Unit Price
				200.00	5.58
				x	x
				Factor	Total
				1.0600	1,182.96
				Due to inability to effectively dewater, (1) additional month required for temp Fence on Barricades	
Subtotal for Section - 01					\$86,063.43

Contractor's Price Proposal - Detail Continues..

Work Order Number: 135048.02
Work Order Title: City of Opa-Locka - Lift Station #16 Replacement Project. Supplemental Supplemental

Proposal Total	\$86,063.43
-----------------------	--------------------

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Subcontractor Listing

Date: August 08, 2025

Re: IQC Master Contract #: FL-R10-GC02-111821- SCD
Work Order #: 135048.02
Owner PO #:
Title: City of Opa-Locka - Lift Station #16 Replacement Project. Supplemental Supplemental
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$86,063.43

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00



CONSTRUCTION + DEVELOPMENT

180 SW 6th Street
Pompano Beach, Florida 33060
t: (954) 524 2575 f: (954) 524 2576
CGC1509764 www.shiff.com

construction management | development | restoration | design + build | owner representation

August 7, 2025

Re: City of Opa Locka – Lift Station #16 – Scope Of Work

We have been unable to effectively discharge water from our dewatering system due to inoperable drainage systems in and around the immediate area. Additionally, the local sewer system lacks the capacity to accommodate our dewatering flow.

As a result, we require one additional month of equipment rental, as well as bypass equipment for a manhole located south of our work area. This manhole was not shown on the project drawings but was discovered in the field during mobilization.

Sponsored by: City Manager and City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A SETTLEMENT AGREEMENT IN THE CASE OF CITY OF OPA-LOCKA V. OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION, INC., D/B/A TEN NORTH GROUP AND OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION, INC., D/B/A TEN NORTH GROUP V. CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENOR'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 23, 2021, Plaintiff, City of Opa-Locka filed a lawsuit regarding certain previously occupied premises at the Municipal Complex, within the City. On April 29, 2021, Defendant, Opa-Locka Community Development Corporation, Inc. d/b/a Ten North Group, filed a lawsuit seeking declaratory relief regarding the occupied premises. The cases were later consolidated into one case; and

WHEREAS, the parties have agreed to settle all issues involved with the Lawsuit; and

WHEREAS, neither party admits liability in this matter, however, in an effort to resolve the pending controversy, all parties desire to amicably and expeditiously resolve all claims and avoid continued litigation; and

WHEREAS, the City Commission hereby accepts the recommendation of the City Manager to settle this matter consistent with the Agreement, set forth as Exhibit "A"; and

WHEREAS, the parties desire to enter into a Settlement Agreement with the intended purpose of resolving all claims as set forth in Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby approves the settlement agreement between the parties, attached hereto as Exhibit "A"; and further

authorizes the City Manager to take all necessary action consistent with this Resolution.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent as may be authorized by the City Manager and with subsequent approval by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE.

This Resolution shall be effective immediately upon adoption hereof and approval by the Governor of the State of Florida or Governor's designee.

PASSED and ADOPTED this ____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass _____

Commissioner Santiago _____

Commissioner Ervin _____

Vice Mayor Kelley _____

Mayor Taylor _____

EXHIBIT "A"

SETTLEMENT AGREEMENT
(Case Nos. 2021-009822-CA-01 & 2021-010170-CA-01)

This Settlement Agreement (the “**Agreement**”) is entered as of _____, 2025 (the “**Effective Date**”) by and between and Opa-locka Community Development Corporation, Inc., d/b/a Ten North Group (“Ten North Group,” (“**Plaintiff**”), and CITY OF OPA-LOCKA, a municipality (“**Defendant**”); (each a “**Party**” and collectively the “**Parties**”).

RECITALS

A. On April 23, 2021, Plaintiff filed a lawsuit, Case #**Case Nos. 2021-009822-CA-01**; On April 29, 2021 Defendant filed a lawsuit, case #**2021-010170-CA-01**. The cases were later consolidated into the former case number (the “**Lawsuits**”).

B. The Parties execute this Agreement to provide for, among other things, a full and final settlement and discharge of all disagreements, claims, and actions between them that did or might have arisen related to the Lawsuits, on the terms and conditions set forth in this Agreement;

C. The parties deny the allegations asserted against them in the Lawsuits and both maintain that they have valid defenses if these matters had proceeded on the merits;

D. The Parties understand and agree that this Agreement is in full compromise of disputed actual or potential claims and that this Agreement shall not be construed as an admission of liability by either Party. The Parties further understand and agree, except as otherwise stated herein, that each Party denies all liability for any claims, cross claims or counterclaims that were or could have been asserted in the Lawsuits; and

E. In consideration of these Recitals and the following terms, together with all other good and valuable consideration, which the Parties expressly agree and acknowledge, the Parties agree as follows:

TERMS

1. Recitals

The Recitals are confirmed by the Parties as true and correct and incorporated herein by reference. The Recitals are an integral and substantive part of this Agreement.

2. Property and Cash Donations and Dismissal

The parties agree that the Ten North Group will donate the following two (2) properties transferring title, to include the preparation of any and all necessary documents within thirty (30) days of the settlement agreement being approved by the City Commission and executed:

- a. **2125 Ali Baba Avenue**, Folio 08-2122-003-1180 (Miami-Dade Property Appraiser market value: \$120,000.00).
- b. **2140 Washington Avenue**, Folio 08-2122-003-1090 (Miami-Dade Property Appraiser market value: \$152,661.00).

Home Repair Program Donation.

As part of the terms of settlement, Opa-locka Community Development Corporation agrees to make a financial contribution in the amount of Twenty-Five Thousand Dollars (\$25,000) to the City of Opa-locka's Home Restoration Program under the following terms and conditions:

The contribution shall be used exclusively for the benefit of the City's Home Restoration Program to support eligible residential rehabilitation projects as determined by the City.

Opa-locka Community Development Corporation will remit payment directly to the licensed contractor only upon receipt of a written invoice from the contractor and written authorization from the City confirming that the services have been completed in accordance with the scope of work approved by the Program requirements.

Opa-locka Community Development Corporation agrees to make payment within ten (10) business days of receiving all required documentation.

Opa-locka Community Development Corporation acknowledges that this payment is not as a charitable donation. No charitable receipt will be issued unless otherwise agreed upon and permitted under applicable laws.

- 3. Dismissal.** Within five (5) days of the Effective Date, the parties shall execute a Joint Stipulation for Dismissal and submit an order to the Court for dismissal of the Lawsuits.

4. Releases

In consideration of the covenants and agreements contained in this Agreement and other valuable consideration, the sufficiency of which is acknowledged, and contingent upon the timely receipt of payment of the Settlement Amount, and subject to the terms of this Agreement, the parties release, acquit, and forever discharge each other and its assigns, agents, representatives, and attorneys, from any and all claims or causes of action whatsoever, legal and equitable, arising from or in any way connected to any transactions between the Parties, the Lawsuits or the Property, including all economic and non-economic damages, whether based in tort, contract, or other theory of recovery, that any party now has or that may accrue or otherwise be acquired, on account of, or in any way growing out of, or that are the subject of the Lawsuits. This release includes, and any party understands and agrees that this release includes, without limitation, any and all known or unknown claims, or any future claims, which have resulted or may result related to the Lawsuits.

5. Non-Disparagement. The settlement will include a non-disparagement covenant binding the current sitting City officials (including its elected, sitting City officials acting in their official capacities) not to make or publish false, defamatory, or knowingly disparaging statements about Ten North Group in connection with the matters released.

6. Commission Approval

This agreement is subject to the approval of the City of Opa-Locka City Commission.

7. Entire agreement and successors in interest

The Parties acknowledge that this Agreement is the entire agreement and encompasses all terms and agreements negotiated by them in settlement of any and all claims between the Parties relating to the Lawsuits, and that there is no other writing whatsoever. This Agreement is binding upon and inures to the benefit of the Parties and their assigns and successors in interest. The Parties agree that the terms of the Agreement are contractual and are not mere recitals. No amendment, addendum, waiver, or modification of any of the terms and conditions set forth in this Agreement shall be effective unless in writing, signed by all Parties.

8. Non-reliance and comprehension of Agreement

The Parties warrant, represent, and agree that they are not relying on the advice of any other Party, their counsel, or anyone associated with another Party about the legal or tax consequences of any kind arising out of or related to this Agreement. No representations have been made by any Party regarding the taxability of all or any portion of the settlement detailed in this Agreement. The Parties have each had the opportunity to seek independent advice regarding the legal and tax consequences of the settlement detailed in this Agreement and accept responsibility for satisfaction of any tax obligation that may result from the settlement detailed in this Agreement. The Parties represent that they have completely read and understand all terms of this Agreement and that they execute this Agreement voluntarily with full knowledge of its significance and consequences.

9. Severability

If any non-material portion, term, or provision of this Agreement is found to be illegal, in conflict with Florida law, or otherwise unenforceable, the validity of the remaining portions, terms, or provisions of this Agreement will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Agreement did not conflict with such law or did not contain the portion, term, or provision held to be invalid or otherwise unenforceable.

10. No Assignment and warranty of capacity to execute Agreement.

The Parties represent and warrant that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in, or released pursuant to, this Agreement, except as otherwise described in this Agreement, and that each Party has the sole right and exclusive authority to execute this Agreement, and that no Party has sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in, or released pursuant to, this Agreement, and that no third-party consent, which has not already been obtained, is required.

11. No author

All terms and provisions of this Agreement, and the drafting of this Agreement, have been negotiated by the Parties at arm's length, with assistance of attorneys and appropriate

representatives of the Parties' choosing, and to mutual agreement, with consideration by and participation of each, and no party will be deemed scrivener of this Agreement.

12. Construction, captions, and headings

Undefined words in this Agreement are to be given their plain and ordinary meaning. Words used in this Agreement that are either singular or plural are to be construed to include the other where appropriate. The captions and headings in this Agreement are for convenience only and will not be deemed to constitute a part of this Agreement.

13. Governing law

This Agreement will be construed and interpreted under Florida law. The venue for any action to resolve a dispute arising out of, or in any way related to, this Agreement will be the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, to whose jurisdiction the Parties agree to submit and waive any defense, however asserted, including by pleading or motion, for improper or inconvenient venue.

14. Enforcement of this Agreement and attorneys' fees and costs

The Parties acknowledge and agree that each Party will bear its own attorneys' fees and costs related to this Agreement. But in the event that a Party is required to seek to have a court enforce the terms of this Agreement, the prevailing Party will be entitled to an award of all reasonable legal expenses, including attorneys' fees and taxable costs, in connection with any efforts to enforce this Agreement.

15. Notice

Any notice required or provided under this Agreement shall be made in writing by email as follows:

If to Plaintiff:

OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION, INC., d/b/a TEN NORTH GROUP

c/o Lida Rodriguez Taseff, Esq.
lrtaseff@tennorthgroup.com

If to Defendant:

CITY OF OPA-LOCKA

c/o Burnadette Norris-Weeks, Esq.
bnorris@apnwplaw.com

16. Multiple counterparts

This Agreement may be executed in multiple counterparts, any and all of which may contain the signatures of fewer than all of the Parties and all of which will be construed together as a single document. Each counterpart will be fully effective as an original when all of the Parties have executed this Agreement. Paper, digital, and facsimile copies of this Agreement will be treated as originals for all purposes.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below their signatures.

Agreed and Accepted:

OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION, INC., d/b/a TEN NORTH GROUP

By: _____

Name: _____

Title: _____

Date: _____

CITY OF OPA-LOCKA

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CANCELLATION OF THE REGULARLY SCHEDULED CITY COMMISSION MEETINGS OF NOVEMBER 26, 2025, AND DECEMBER 24, 2025; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka ("City Commission") regularly meets on the second and fourth Wednesdays of each month; and

WHEREAS, this year, the regularly scheduled meetings of November 26, 2025, and December 24, 2025, fall during the Thanksgiving and Christmas holiday season period; and

WHEREAS, the City Commission desires to cancel the regularly scheduled City Commission meetings of November 26, 2025, and December 24, 2025 to allow elected officials, city staff and the public to enjoy the holiday season; and

WHEREAS, the City Commission finds that it is in the best interests of the City of Opa-Locka to authorize the cancellation of the regularly scheduled city commission meetings of November 26, 2025 and December 24, 2025.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby authorizes the cancellation of the regularly scheduled city commission meetings of November 26, 2025 and December 24, 2025.

Section 3. EFFECTIVE DATE.

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

City Manager:	Sha'mecca Lawson			CM Signature:			
Commission Meeting Date:	10.22.2025		Item Type: (Enter X in box)	Resolution	Ordinance		Other
				X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X					
			X	Public Hearing: (Enter X in box)	Yes	No	Yes
					X		X
Funding Source: Account# :	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational Bus. & Economic Dev Public Safety Quality of Education Qual. of Life & City Image Communication	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
		X					
Sponsor Name	Mayor Taylor		Department:	City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CANCELLATION OF THE CITY'S REGULAR SCHEDULED CITY COMMISSION MEETINGS ON NOVEMBER 26, 2025, AND DECEMBER 24, 2025.

Staff Summary:

The City Commission regularly meets on the second and fourth Wednesdays of each month. This year the regular meetings scheduled for November 26, 2025, and December 24, 2025, will fall during the Thanksgiving and Christmas holiday seasons. Respectively, it is the desire of the Mayor to allow Elected Officials, staff, and the public to observe, reflect, relax and spend time with family during these holidays. Therefore, the corresponding meetings shall be canceled.

Financial Impact: There is no financial impact.

Proposed Action:

Staff recommends the City Commission authorize the cancellation of the Regular Commission Meetings on November 26, 2025, and December 24, 2025.

Attachment:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CREATING AN “OPA-LOCKA HOPE FUND” BUDGET ITEM TO PROVIDE ASSISTANCE FOR ELIGIBLE SENIORS, VETERANS, AND RESIDENTS IN NEED, FACING RENT, MORTGAGE, OR UTILITY PAYMENT CHALLENGES; ESTABLISHING STANDARDS FOR ADMINISTRATION, ELIGIBILITY, AND FUNDING MECHANISMS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka desires to create an “Opa-Locka Hope Fund” budget item as a local assistance program to support seniors, veterans, and residents experiencing financial hardship; and

WHEREAS, the fund shall be designed to provide one-time payments of up to One Thousand, Five Hundred Dollars (\$1,500.00) per household, per year, to cover essential expenses such as rent, mortgage, electricity, and water bills; and

WHEREAS, payments shall be made directly to the service provider to ensure that funds are used appropriately and provide immediate relief to eligible applicants; and

WHEREAS, the City Commission recognizes the financial challenges that many residents could face from the rising cost of living to other unexpected hardships; and

WHEREAS, an “Opa-Locka Hope Fund” budget item would help those who need support most and ease some of the burdens on families and individuals striving to make ends meet; and

WHEREAS, for this budgeted item, the City Manager shall be responsible for developing an application, rollout period, and review processes that include eligibility criteria, documentation requirements, and fair evaluation method; and

WHEREAS, to launch this initiative, the City shall budget and allocate Seventy-Five Thousand Five Hundred Dollars (\$75,500) for the “Opa-Locka Hope Fund” to provide direct assistance to qualified residents and support program administrative functions; and

WHEREAS, this initiative will be budgeted and funded under the Housing and Social Services budget line item, Residential Assistance Grant in Fiscal Year 2025-2026; and

WHEREAS, the City Commission finds that the creation and implementation of the “Opa-Locka Hope Fund” is in the best interest of the City and its residents.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby authorizes the creation of the “Opa-Locka Hope Fund” to provide one-time financial assistance of up to One Thousand, Five Hundred Dollars (\$1,500.00) per household, per year, for eligible seniors, veterans, and residents facing rent, mortgage, or utility payment challenges.

Section 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE.

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor’s Designee.

PASSED and ADOPTED this _____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

City Manager:	Sha'mecca Lawson			CM Signature:			
Commission Meeting Date:	10.22.2025		Item Type:	Resolution	Ordinance		Other
			(Enter X in box)	X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
	X		Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X		X
Funding Source: Account# :	(Enter Fund & Dept) Ex: See Financial Impact		Advertising Requirement: (Enter X in box)	Yes		No	
							X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X						
Sponsor Name	Mayor Taylor		Department:	City Commission			

Short Title:

A RESOLUTION CREATING AN OPA-LOCKA HOPE FUND TO PROVIDE ASSISTANCE FOR ELIGIBLE SENIORS, VETERANS AND RESIDENTS IN NEED FACING RENT, MORTGAGE, OR UTILITY PAYMENT CHALLENGES; ESTABLISHING ADMINISTRATION, ELIGIBILITY, AND FUNDING MECHANISMS.

Staff Summary:

This legislation directs the City Manager to create an Opa-locka Hope Fund. This is a local assistance program created to support seniors, veterans, and residents experiencing financial hardship. The fund will provide a one-time payment of up to \$1,500 per household, per year to help cover a single essential expense such as rent, mortgage, electricity, or water bills. Payments will be made directly to the service provider to ensure funds are used appropriately and provide immediate relief.

The Mayor recognizes the financial challenges many of our residents are facing from the rising cost of living to unexpected hardships. The Opa-locka Hope Fund is designed to bring real help to those who need it most and to ease some of the burdens on families and individuals striving to make ends meet. The program is intended to be administered through the Social Services Department, with the City Manager responsible for developing an application, rollout timeframe and review process that includes eligibility criteria, documentation requirements, and a fair method for evaluating requests.

To launch this initiative, the City will allocate \$75,500 to the Opa-locka Hope Fund. These funds will be used to provide direct assistance to qualified residents and to support program administration. This initiative reflects our shared commitment to compassion, equity, and community support ensuring that no resident is left behind in a time of need.

Financial Impact: This program will be funded under the Housing and Social Services budget line item, Residential Assistance Grant in FY 26.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ESTABLISHING AN OWNER-OCCUPIED MINOR HOME REPAIR PROGRAM TO PROVIDE FINANCIAL AND TECHNICAL ASSISTANCE TO ELIGIBLE RESIDENTS FOR REPAIRS THAT IMPROVE SAFETY, HABITABILITY, AND ENERGY EFFICIENCY; ESTABLISHING ADMINISTRATION, ELIGIBILITY, AND FUNDING MECHANISMS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka desires to establish the Owner-Occupied Minor Home Repair Program, designed to assist City of Opa-Locka homeowners with essential repairs that improve the safety, habitability, and energy efficiency of their homes; and

WHEREAS, the program will provide up to Ten Thousand Dollars (\$10,000.00) per home to support repair projects including, but not limited to, painting, minor roofing, plumbing, electrical, air conditioning, driveway upgrades, or other safety-related repairs that enhance living conditions and preserve neighborhood stability; and

WHEREAS, the City Manager is directed to develop an application, review period and process that clearly defines eligibility requirements, documentation standards, and approval procedures to ensure fairness and transparency; and

WHEREAS, the City shall allocate One Hundred Thousand Dollars (\$100,000) to launch this initiative; and

WHEREAS, the City Manager is further directed to prepare and issue a Request for Proposals (RFP) in accordance with the City's procurement code and report back to the City Commission within (60) sixty days from the passage of this resolution with recommendations of up to three (3) qualified contractors with the capability and capability of performing the repair work; and

WHEREAS, this program is intended to demonstrate the City's commitment to investing in its residents, improving housing conditions, and strengthening the community by ensuring homeowners can continue to live safely and comfortably in their homes; and

WHEREAS, the City Commission finds that it is best of the City and its residents to establish the Owner-Occupied Minor Home Repair Program, in the amount of One Hundred Thousand Dollars (\$100,000).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby establishes the Owner-Occupied Minor Home Repair Program to provide financial and technical assistance of up to Ten Thousand Dollars (\$10,000.00) per eligible household meeting standards for qualifying repairs that will enhance safety, habitability, and energy efficiency.

Section 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE.

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this _____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



**City of Opa-locka
Agenda Cover Memo**

City Manager:	Sha'mecca Lawson		CM Signature:		
Commission Meeting Date:	10.22.2025		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact		Advertising Requirement: <i>(Enter X in box)</i>	1st Reading	
				Yes	No
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
	X				
Sponsor Name	Mayor Taylor		Department:	City Commission	

Short Title:

A RESOLUTION ESTABLISHING AN OWNER-OCCUPIED MINOR HOME REPAIR PROGRAM TO PROVIDE FINANCIAL AND TECHNICAL ASSISTANCE TO ELIGIBLE RESIDENTS FOR REPAIRS THAT IMPROVE SAFETY, HABITABILITY AND ENERGY EFFICIENCY; ESTABLISHING ADMINISTRATION, ELIGIBILITY, AND FUNDING MECHANISMS.

Staff Summary:

This resolution establishes the Owner-Occupied Minor Home Repair Program, designed to assist Opa-locka homeowners with essential repairs that improve the safety and livability of their homes. The program will provide up to \$10,000 per home to support projects, but not limited to painting, minor roofing, plumbing, electrical, air conditioning, driveway upgrades, or other safety-related repairs that enhance living conditions and preserve neighborhood stability.

The City Manager is directed to develop an application period, review period and process that clearly outlines eligibility requirements, documentation standards, and approval procedures to ensure fairness and transparency. The manager is also directed to waive all permit fees or other fees under the city's control associated with approved repair projects under this program.

The program shall be administered through the Social Services Department, which will oversee outreach, application intake, and coordination with approved contractors.

The City will allocate \$100,000 to launch this initiative. The City Manager is further directed to prepare a Request for Proposals (RFP) in accordance with the City's procurement code and return to the City Commission within 60 days from the passage of this item with a recommendation of up to three qualified contractors to perform the repair work.

This program demonstrates the City's commitment to investing in its residents, improving housing conditions, and strengthening the community by ensuring that long-time homeowners can continue to live safely and comfortably in their homes.

Financial Impact: Funding for this program is included in the adopted FY 26 budget. In error, it is currently placed in the Planning and Community Development Budget Account 37-515531 for \$100,000 as the Historic Restoration Grant. However, in Budget Amendment #1 this will be corrected with a reclassification to reflect a title change to Minor Home Repair Program at \$100,000.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT TO DECLARE SENATE BILL 180 PERTAINING TO THE IMPOSITION OF A BLANKET STATEWIDE PROHIBITION ON THE EXERCISE OF HOME RULE AUTHORITY LAND USE AND ZONING REGULATIONS UNCONSTITUTIONAL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 26, 2025, Senate Bill 180 ("SB 180"), titled "Emergencies," was signed into law by Governor Ron DeSantis and became effective immediately as Chapter 2025-190, Florida Statutes; and

WHEREAS, SB 180 includes restrictions on county or municipal regulations after certain natural emergencies. In particular, SB 180 provides that each county listed in the Federal Disaster Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR1323 4828), or Hurricane Milton (DR-4834), and each municipality within one of those counties, may not propose or adopt: a) any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; b) more restrictive or burdensome amendments to its comprehensive plan or land development regulations; or c) more restrictive or burdensome procedures concerning review, approval, or issuance of a site plan, development permit, or development order; and

WHEREAS, these provisions apply retroactively from August 1, 2024, through October 1, 2027. Additionally, a county listed in a federal disaster declaration located entirely or partially within 100 miles of the track of a hurricane, or a municipality located within such a county, for one year after a hurricane makes landfall, may not propose or adopt: a) a moratorium on construction, reconstruction, or redevelopment of any property; b) a more restrictive or burdensome amendment to its comprehensive plan or land development regulations; or c) a more restrictive or burdensome procedure concerning review, approval, or issuance of a site plan, development permit, or development order; and

WHEREAS, SB 180 is inclusive of all amendments even if such amendments, regulations, or procedures are in no way related to any hurricane or other emergency, even if such amendments, regulations, or procedures were duly enacted prior to the enactment of SB 180; and

WHEREAS, SB 180 also bans local moratoria on construction, reconstruction, or redevelopment of property damaged by a hurricane during the same timeframe; and

WHEREAS, the City Commission finds SB 180's imposition of a blanket statewide prohibition on local home rule authority over land use and zoning to be unconstitutional and seeks participation in a lawsuit that seeks the prohibition of SB 180'S imposition; and

WHEREAS, the City Commission of the City of Opa-Locka ("City Commission") finds that authorizing participation in a lawsuit seeking, among other things, to declare SB 180's provisions unconstitutional and to prohibit its enforcement is in the best interest of the City and its residents.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby authorizes the City to participate in a lawsuit seeking, among other things, to declare Senate Bill 180's statewide prohibition on the exercise of home rule authority unconstitutional.

Section 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE.

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this _____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

City Manager:	Sha'mecca Lawson		CM Signature:				
Commission Meeting Date:	10.22.2025		Item Type: (Enter X in box)	Resolution X	Ordinance	Other	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X	Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X		X
Funding Source: Account# :	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational Bus. & Economic Dev Public Safety Quality of Education Qual. of Life & City Image Communication	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
		X					
Sponsor Name	Vice Mayor Kelley		City Commission				

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING PARTICIPATION IN A LAWSUIT TO DECLARE SENATE BILL 180'S (SB 180) IMPOSITION OF A BLANKET STATEWIDE PROHIBITION ON THE EXERCISE OF HOME RULE AUTHORITY LAND USE AND ZONING REGULATIONS AS UNCONSTITUTIONAL.

Staff Summary:

On June 26, 2025, Senate Bill 180 ("SB 180"), titled "Emergencies," was signed into law by Governor Ron Desantis and became effective immediately as Chapter 2025-190, Florida Statutes. Section 28 of SB 180 prohibits all local government-initiated ordinances that impose "more restrictive or burdensome" comprehensive plan amendments, land development regulations, or procedures

concerning review, approval, or issuance of site plans, development permits, or development orders (collectively, "Land Use and Zoning Regulations") for the period commencing retroactively from August 1, 2024, through October 1, 2027. It is inclusive of all amendments even if such amendments, regulations or procedures are in no way related to any hurricane or other emergency and even if such amendments, regulations, or procedures were duly enacted prior to the enactment of SB 180. It also bans local moratoria on construction, reconstruction, or redevelopment of property damaged by a hurricane during the same timeframe. The sponsor finds this to be unconstitutional and desires to propose participation in a lawsuit that seeks the prohibition of SB 180'S imposition.

Financial Impact: Participation in a lawsuit against this State Statute may result in legal fees of an unknown amount or trigger other issues.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

Vice-Mayor Kelley

ORDINANCE NO. XX-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING CHAPTER 13 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "LICENSES AND BUSINESS REGULATIONS", ARTICLE XIV ENTITLED "LANDLORD PERMIT", SPECIFICALLY AMENDING SECTION, 13-274(3) TO REQUIRE ALL APARTMENT BUILDINGS WITH ONE HUNDRED TWENTY (120) UNITS OR MORE TO NOW REQUIRE ARMED SECURITY AND A LIVE-IN PROPERTY MANAGER AND FURTHER REQUIRE THAT ALL APARTMENT BUILDINGS WITHIN THE CITY WITH EIGHTY FIVE (85) UNITS UP TO ONE HUNDRED NINETEEN (119) UNITS HAVE A SECURITY GUARD ON-SITE TWENTY FOUR HOURS A DAY AND SEVEN DAYS A WEEK REQUIRING SEMI-ANNUAL INSPECTIONS FOR COMPLIANCE; AMENDING SECTION 13-278(B) TO REQUIRE PERMIT APPLICANTS WITH ONE HUNDRED TWENTY (120) APARTMENT UNITS OR MORE TO COMPLETE A SEPARATE FORM TO BE CREATED BY CITY, CONTAINING THE NAME OF THE ON-SITE PROPERTY MANAGER AND ACKNOWLEDGMENT THAT A DAILY LOG WILL BE KEPT CONTAINING THE NAME OF THE ON-SITE OFF-DUTY POLICE OFFICER BEFORE A PERMIT SHALL ISSUE; FURTHER, ALL APPLICANTS WITH UNITS OF EIGHTY-FIVE (85) UP TO ONE HUNDRED NINETEEN (119) UNITS SHALL REQUIRE ON A SEPERATE FORM CREATED BY THE CITY AND COMPLETED BY THE APPLICANT CONTAINING THE NAME OF THE ON-SITE SECURITY OFFICER BEFORE A PERMIT SHALL BE ISSUED; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 19, 2020, the City Commission of the City of Opa-Locka passed Ordinance No. 2020-20, requiring that all apartment buildings with One Hundred

Fifty (150) Units or more to be required to have onsite armed off-duty police officer security and Landlord Permit Applicants with One Hundred Fifty (150) or more apartment units to complete a separate form, to be created by City, containing an acknowledgment that a daily log will be kept containing the name of the on-site armed off-duty police officer before a Landlord Permit is issued; and

WHEREAS, Ordinance 2020-20 was enacted to address safety concerns in large multi-unit residential properties by mandating security measures based on property size; and

WHEREAS, since implementation, observations and community feedback indicate a need to strengthen these requirements by adjusting thresholds and ensuring consistent enforcement; and

WHEREAS, lowering the armed security threshold for units requiring an on-site property manager and the name(s) for on-site security officers before a permit issues, while implementing semi-annual inspections will promote accountability and verify ongoing compliance; and

WHEREAS, Article VIII, Section 2 of the Florida Constitution and Chapter 166 of Florida Statutes, the City of Opa-Locka ("City") has been granted a broad exercise of home rule powers granted by the constitution which includes the power and authority to enact regulations for valid governmental purposes that are not prohibited by general or special law; and

WHEREAS, the City Commission of the City of Opa-Locka desires to make certain amendments to Chapter 13, Article XIV of the City's Code of Ordinances entitled "Landlord Permit", to amend Section 13-274(3) and Section 13-278(b) to lower the off-duty officer threshold to one hundred twenty (120) units and require 24-hour on-site security guard for Eighty-Five (85) units (up to One-Hundred Nineteen (119) units); and

WHEREAS, the City Commission has determined that it will be in the best interest of the City to specifically amend the aforementioned sections of the City's Code of Ordinances.

WHEREAS, upon adoption of this legislation, the City Manager shall inform the management of all impacted apartment complexes of the new requirements and allow thirty (30 days) to come into compliance with this legislation.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Chapter 13 "Licenses and Business Regulations", Article XIV entitled "Landlord Permit", to amend Section 13-274(3) which shall read:

Chapter 13. Licenses and Business Regulations
ARTICLE XIV. - LANDLORD PERMIT

Sec. 13-274. - Landlord permit required.

Every owner of a dwelling or dwelling unit within the city, is required to apply for an annual landlord permit from the city manager or his/her designee prior to leasing, subleasing, renting or otherwise allowing the occupancy of any dwelling or dwelling unit for the purpose of tenancy of unit to another natural person or other natural persons, whether or not for consideration. In the case of multiple owners of any such dwelling or dwelling unit, it shall be sufficient for any one (1) of the owners to have obtained a permit on the dwelling or unit. The application shall be in writing and on a form provided by the city.

(1) It is hereby deemed unlawful for any person to lease, sublease, rent or allow the occupancy of any dwelling or dwelling unit for the purpose of tenancy, whether or not for consideration, without first obtaining the required landlord permit.

(2) No structure, single-family dwelling, two (2) family dwelling, three (3) family dwelling, four (4) family dwelling, multiple-family dwelling, rooming house, dormitory or other dwelling or dwelling unit used for the purpose of tenancy or leasing, subleasing, or rental shall be occupied by anyone other than an owner or his/her family member, without first obtaining a landlord permit therefor, from the city as may be required herein.

(3) All apartment buildings within the city with ~~one hundred fifty (150) of one hundred twenty (120) or~~ more units shall be required to have an onsite property manager who shall live on the premises and be responsible to residents for addressing life, health and safety issues. In addition, armed off-duty police officer security shall be required to protect the life, health, and safety of tenants.

Apartment buildings with eighty-five (85) units up to One-Hundred Nineteen (119) units shall have a security guard on-site twenty-four (24) hours a day and seven (7) days a week. The City shall conduct semi-annual inspections for compliance.

Section 3. Amending Chapter 13 "Licenses and Business Regulations", Article XIV entitled "Application procedures", to amend language of Section 13-278(b) to require applicants with one hundred twenty (120) or more apartment units to maintain a daily log containing the names of any and all on-site twenty-four (24) hour armed off-duty

police officers and a separate acknowledgment form for 24-hour on-site security guards for apartment buildings with units of eighty-five (85) units up to one-hundred nineteen (119) units, before a permit is issued and shall read:

Sec. 13-278. - Application procedures.

(a) No landlord permit shall be issued or granted to any person unless an application is filed with the city manager, or his/her designee on forms provided for that purpose, disclosing the following:

(1) The landlord's name, address and telephone number, and any other emergency contact information. Any changes in such information during the period for which the landlord permit is issued shall be made to the city manager or his/her designee, in writing.

(2) If the applicant is a corporation or partnership, the full name and address of the corporation or partnership and the state of incorporation. Applicant must submit a copy of the articles of incorporation.

(3) If the property is mortgaged, the name and address of the mortgagee.

(4) The number of dwelling units and number of bathrooms and bedrooms in each unit.

(5) Whether the applicant and/or its principals has ever been cited for, or found in violation of any required housing standards and if so, the date, jurisdiction, nature of violation and disposition of violation.

(b) All applicants and permits shall be assigned a number, which may be an individual's social security number, a corporation's federal tax number, or such other uniform method of numbering selected by the city manager or his designee. For all applications involving apartment buildings within the City with ~~One Hundred Fifty (150)~~ **one hundred twenty (120)** or more units, a separate form, to be created by the city, shall be completed by the applicant containing the name of the on-site property manager and an acknowledgment that a daily log will be kept containing the name of the on-site armed off-duty police officer before a permit shall issue. **For applicants with units of eighty-five (85) up to one hundred and nineteen (119) units, a separate form to be created by the city shall be completed by the applicant containing the name of the on-site security officer before a permit shall be issued.**

(c) Statement of accuracy: The application form shall contain the following language:

"The undersigned has carefully reviewed this application and all facts, figures, statements contained in this application are true, correct, and complete. The applicant also acknowledges and understands that the issuance of the City Landlord Permit is contingent upon a compliance inspection and in conjunction with the issuance of a Certificate of Occupancy. The undersigned understands that failure to comply with the City's Ordinances may result in revocation of said Landlord Permit."

(d) The applicant shall print and sign his or her name on the application immediately after the statement required in subsection (c) above. In the case of a corporation, an officer shall be required to sign the application in his individual capacity and not solely as a corporate agent.

(e) Dwelling or dwelling units that are required to obtain a certificate of occupancy pursuant to § 110 of the Florida Building Code, must do so prior to the issuance of a landlord permit. The city shall honor any certificate of occupancy issued by Miami-Dade County provided that the occupancy for which the certificate was issued remains the same.

(f) State license, certification, registration required. All premises regulated by the state must submit a copy of their current state license, certification, and/or registration prior to the issuance of their landlord permit and thereafter each year at time of renewal. Only the state license itself or receipt therefor shall constitute proof of current state license.

(g) Landlord permits shall not be issued unless:

(1) There has been a site inspection of the dwelling or dwelling unit(s) by the city.

(2) The city has verified compliance with all applicable laws and regulations and has collected all applicable fees due to the city.

Section 4. Other Language Remaining Same. All other language set forth in Chapter 13 that is not otherwise amended herein shall remain the same.

Section 5. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 6. Severability.

The provisions of this Ordinance are severable, and it is the legislative intention to confer upon the whole or any part of the Ordinance the powers herein provided. If any provision of this Ordinance shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any remaining provisions of the Ordinance. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such unconstitutional provision not been included herein.

Section 7. Inclusion In Code.

It is the intention of the City Commission of the City of Opa-locka that the provisions of this Ordinance shall, at some time in the future, become and be made a part of the General Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

Section 8. Scrivener's Errors.

Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent as may be authorized by the Interim

City Manager without need of public hearing following review by the City Attorney, by filing a corrected or re-codified copy of same with the City Clerk.

Section 9. Effective Date.

This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED FIRST READING this __ day of _____ 2025.

PASSED SECOND READING this __ day of _____ 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass _____

Commissioner Santiago _____

Commissioner Ervin _____

Vice Mayor Kelley _____

Mayor Taylor _____



City of Opa-locka Agenda Cover Memo

City Manager:	Shamecca Lawson		CM Signature				
Commission Meeting Date:	10.8.2025		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Resolution Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
				X		X	
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: N/A See Financial Impact section below		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
				X			
Contract Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	Vice Mayor Kelley		Department:	City Commission			

Short

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AMENDING ORDINANCE 2020-20 REQUIRING ARMED SECURITY FOR ALL APARTMENT BUILDINGS WITH ONE HUNDRED FIFTY (150) UNITS OR MORE TO NOW REQUIRE ARMED SECURITY FOR ALL APARTMENT BUILDINGS WITH ONE HUNDRED TWENTY (120) UNITS AND SECURITY GUARDS ONSITE 24 HOURS A DAY AND 7 DAYS A WEEK FOR APARTMENT BUILDINGS WITH MORE THAN 85 UNITS.

Staff Summary:

Ordinance 2020-20 was enacted to address safety concerns in large multi-unit residential properties by mandating security measures based on property size. Since its implementation, observations and community feedback indicate a need to strengthen these requirements by adjusting thresholds and

ensuring consistent enforcement. Lowering the armed security threshold to 120 units will ensure properties with significant occupancy maintain a robust security presence while implementing semi-annual inspections will promote accountability and verify ongoing compliance.

The amendments shall read as follows:

Sec. 13-274. - Landlord permit required

(3) All apartment buildings within the city with ~~one hundred fifty (150)~~ one hundred twenty (120) of more units shall be required to have an onsite property manager who shall live on the premises and be responsible to residents for addressing life, health and safety issues. In addition, armed off-duty police officer security shall be required to protect the life, health, and safety of tenants. Units of eighty-five (85) or more shall have a security guard on-site twenty-four (24) hours a day and seven (7) days a week and further requires semi-annual inspections for compliance.

Sec. 13-278. - Application procedures

(b) All applicants and permits shall be assigned a number, which may be an individual's social security number, a corporation's federal tax number, or such other uniform method of numbering selected by the city manager or his designee. For all applications involving apartment buildings within the city with ~~one hundred fifty (150)~~ one hundred twenty (120) or more units, a separate form, to be created by the city, shall be completed by the applicant containing the name of the on-site property manager and an acknowledgment that a daily log will be kept containing the name of the on-site armed off-duty police officer before a permit shall issue. Units of eighty-five (85) or more a separate form, to be created by the city, shall be completed by the applicant containing the name of the on-site security officer before a permit shall be issued.

Financial Impact – There is no financial impact for this ordinance amendment.

Proposed Action:

Staff will adhere to the direction of the City Commission.
--

Attachment:

Ordinance 2020-20

Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING CHAPTER 13 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "LICENSES AND BUSINESS REGULATIONS", ARTICLE XIV ENTITLED "LANDLORD PERMIT", SPECIFICALLY AMENDING SECTION, 13-274(3) TO REQUIRE ALL APARTMENT BUILDINGS WITH ONE HUNDRED TWENTY (120) UNITS OR MORE TO NOW REQUIRE ARMED SECURITY AND A LIVE-IN PROPERTY MANAGER AND FURTHER REQUIRE THAT ALL APARTMENT BUILDINGS WITHIN THE CITY WITH EIGHTY FIVE (85) UNITS UP TO ONE HUNDRED NINETEEN (119) UNITS HAVE A SECURITY GUARD ON-SITE TWENTY FOUR HOURS A DAY AND SEVEN DAYS A WEEK REQUIRING SEMI-ANNUAL INSPECTIONS FOR COMPLIANCE; AMENDING SECTION 13-278(B) TO REQUIRE PERMIT APPLICANTS WITH ONE HUNDRED TWENTY (120) APARTMENT UNITS OR MORE TO COMPLETE A SEPARATE FORM TO BE CREATED BY CITY, CONTAINING THE NAME OF THE ON-SITE PROPERTY MANAGER AND ACKNOWLEDGMENT THAT A DAILY LOG WILL BE KEPT CONTAINING THE NAME OF THE ON-SITE OFF-DUTY POLICE OFFICER BEFORE A PERMIT SHALL ISSUE; FURTHER, ALL APPLICANTS WITH UNITS OF EIGHTY-FIVE (85) UP TO ONE HUNDRED NINETEEN (119) UNITS SHALL REQUIRE ON A SEPERATE FORM CREATED BY THE CITY AND COMPLETED BY THE APPLICANT CONTAINING THE NAME OF THE ON-SITE SECURITY OFFICER BEFORE A PERMIT SHALL BE ISSUED.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the [City/Town/Village] is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the [City/Town/Village] is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

¹ See Section 166.041(4)(c), Florida Statutes.

- a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Opa-locka hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The public purpose of this ordinance amendment is primarily to enhance public safety, ensure accountability in rental housing operations, and improve the quality of life for residents of larger apartment complexes in the City of Opa-locka.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: 15

4. Additional information the governing body deems useful (if any):

ORDINANCE NO. 2020-20

AN EMERGENCY ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING CHAPTER 13 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "LICENSES AND BUSINESS REGULATIONS", ARTICLE XIV ENTITLED "LANDLORD PERMIT", SPECIFICALLY AMENDING SECTION, 13-274(3) TO REQUIRE THAT ALL APARTMENT BUILDINGS WITH ONE HUNDRED FIFTY (150) UNITS OR MORE TO BE REQUIRED TO HAVE ONSITE ARMED OFF-DUTY POLICE OFFICER SECURITY; AMENDING SECTION 13-278(5)(b) TO REQUIRE PERMIT APPLICANTS WITH ONE HUNDRED FIFTY (150) OR MORE APARTMENT UNITS TO COMPLETE A SEPARATE FORM TO BE CREATED BY CITY CONTAINING AN ACKNOWLEDGMENT THAT A DAILY LOG WILL BE KEPT CONTAINING THE NAME OF THE ON-SITE ARMED OFF-DUTY POLICE OFFICER BEFORE A PERMIT SHALL ISSUE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka is concerned about the well-being of its citizens residing in apartment complexes; and

WHEREAS, this Ordinance was passed on first reading by the City Commission of the City of Opa-Locka on October 14, 2020; and

WHEREAS, due to scheduling errors, the Ordinance was not noticed in time to allow for proper publication to be read on at least two (2) separate days and run in a newspaper of general circulation within the municipality for at least 10 days prior to adoption; and

WHEREAS, pursuant to Section 166.041, Florida Statutes, the governing body of a municipality may, by a two-thirds vote, enact an emergency ordinance without complying with the requirements of Section 166.041(3)(a), so long as it does not establish or amend the actual zoning map designation of a parcel or parcels of land or that change the actual list of permitted, conditional, or prohibited uses within a zoning category; and

WHEREAS, in an effort to curtail a recent increase in crime and related offenses in apartment complexes with one hundred fifty (150) units or more, the City Commission deems it necessary for there to be armed off duty police officer security services to directly address the immediate concern of life, health, and safety of residents; and

WHEREAS, due to recent city events, including multiple shootings on November 18, 2020, the City finds that larger numbers of residents connected with larger unit apartment living warrants greater measures in place to curtail criminal activity; and

WHEREAS, the City Commission desires to incorporate additional requirements for security in connection with apartments buildings of one hundred fifty (150) or more units as a part of the City's permitting process; and

WHEREAS, Article VIII, Section 2 of the Florida Constitution and Chapter 166 of Florida Statutes, the City of Opa-Locka ("City") has been granted a broad exercise of home rule powers granted by the constitution which includes the power and authority

to enact regulations for valid governmental purposes that are not prohibited by general or special law; and

WHEREAS, the City Commission of the City of Opa-Locka desires to make certain amendments to Chapter 13, Article XIV of the City's Code of Ordinances entitled "Landlord Permit", to amend section 13-274(3) and requiring all apartment buildings with one hundred fifty (150) or more units to verify an onsite armed off-duty police officer as a part of the permit process.

WHEREAS, the City Commission of the City of Opa-Locka desires to Amend Chapter 13 "Licenses and Business Regulations", Article XIV entitled "Application procedures", to amend language of Section 13-278(5)(b) to require applicants with one hundred fifty (150) or more apartment units to complete a separate form, to be created by the City, containing the name of the on-site armed off-duty police officer; and

WHEREAS, the City Commission has determined that it will be in the best interest of the City to specifically amend the aforementioned sections of the City's Code of Ordinances.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Chapter 13 "Licenses and Business Regulations", Article XIV
entitled "Landlord Permit", to amended Section 13-274(3) which shall read:

Chapter 13. Licenses and Business Regulations

ARTICLE XIV. - LANDLORD PERMIT

Sec. 13-274. - Landlord permit required.

Every owner of a dwelling or dwelling unit within the city, is required to apply for an annual landlord permit from the city manager or his/her designee prior to leasing, subleasing, renting or otherwise allowing the occupancy of any dwelling or dwelling unit for the purpose of tenancy of unit to another natural person or other natural persons, whether or not for consideration. In the case of multiple owners of any such dwelling or dwelling unit, it shall be sufficient for any one of the owners to have obtained a permit on the dwelling or unit. The application shall be in writing and on a form provided by the city.

(1) It is hereby deemed unlawful for any person to lease, sublease, rent or allow the occupancy of any dwelling or dwelling unit for the purpose of tenancy, whether or not for consideration, without first obtaining the required landlord permit.

(2) No structure, single-family dwelling, two-family dwelling, three-family dwelling, four-family dwelling, multiple-family dwelling, rooming house, dormitory or other dwelling or dwelling unit used for the purpose of tenancy or leasing, subleasing, or rental shall be occupied by anyone other than an owner or his/her family member(s), without first obtaining a landlord permit therefor, from the city as may be required herein.

(3) All apartment buildings within the City with one hundred fifty (150) or more units shall be required to have an onsite property manager who shall live on the premises and be responsible to residents for addressing life, health and safety issues. In addition, armed off-duty police officer security shall be required to protect the life, health, safety and of tenants.

Section 3. Amending Chapter 13 "Licenses and Business Regulations", Article XIV
entitled "Application procedures", to amend language of Section 13-278(5)(b) to require
applicants with one hundred fifty (150) or more apartment units to maintain a daily log
containing the name of the on-site armed off-duty police officer and shall read:

Sec. 13-278. - Application procedures.

(a) No landlord permit shall be issued or granted to any person unless an application is filed with the city manager, or his/her designee on forms provided for that purpose, disclosing the following:

(1) The landlord's name, address and telephone number, and any other emergency contact information. Any changes in such information during the period for which the landlord permit is issued shall be made to the city manager or his/her designee, in writing.

(2) If the applicant is a corporation or partnership, the full name and address of the corporation or partnership and the state of incorporation. Applicant must submit a copy of the articles of incorporation.

(3) If the property is mortgaged, the name and address of the mortgagee.

(4) The number of dwelling units and number of bathrooms and bedrooms in each unit.

(5) Whether the applicant and/or its principals has ever been cited for, or found in violation of any required housing standards and if so, the date, jurisdiction, nature of violation and disposition of violation.

(b) All applicants and permits shall be assigned a number, which may be an individual's social security number, a corporation's federal tax number, or such other uniform method of numbering selected by the city manager or his designee. For all applications involving apartment buildings within the City with one hundred fifty (150) or more units, a separate form to be created by the City shall be completed by the applicant containing the name of the on-site property manager and an acknowledgment that a daily log will be kept containing the name of the *on-site* armed *off-duty police officer* before a permit shall issue.

(c) Statement of accuracy: The application form shall contain the following language:

"The undersigned has carefully reviewed this application and all facts, figures, statements contained in this application are true, correct, and complete. The applicant also acknowledges and understands that the issuance of the City Landlord Permit is contingent upon a compliance inspection and in conjunction with the issuance of a Certificate of Occupancy. The undersigned understands that failure to comply with the City's Ordinances may result in revocation of said Landlord Permit."

(d) The applicant shall print and sign his or her name on the application immediately after the statement required in subsection (c) above. In the case of a corporation, an officer shall be required to sign the application in his individual capacity and not solely as a corporate agent.

(e) Dwelling or dwelling units that are required to obtain a certificate of occupancy pursuant to § 110 of the Florida Building Code, must do so prior to the issuance of a landlord permit. The city shall honor any certificate of occupancy issued by Miami-Dade County provided that the occupancy for which the certificate was issued remains the same.

(f) State license, certification, registration required. All premises regulated by the state must submit a copy of their current state license, certification, and/or registration prior to the issuance of their landlord permit and thereafter each year at time of renewal. Only the state license itself or receipt therefor shall constitute proof of current state license.

(g) Landlord permits shall not be issued unless:

(1) There has been a site inspection of the dwelling or dwelling unit(s) by the city.

(2) The city has verified compliance with all applicable laws and regulations and has collected all applicable fees due to the city.

Section 4. Other Language Remaining Same. All other language set forth in Chapter 13 that is not otherwise amended herein shall remain the same.

Section 5. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 6. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 7. Inclusion In Code.

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Emergency Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 8. Effective Date.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

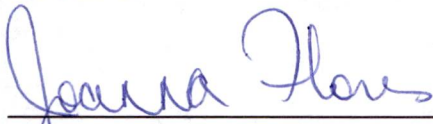
PASSED FIRST READING this 14th day of October, 2020.

PASSED SECOND READING this 19th day of **November**, 2020.



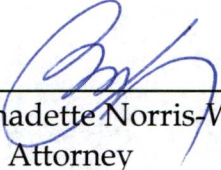
Matthew A. Pigatt, Mayor

ATTEST:



Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: COMMISSIONER KELLEY

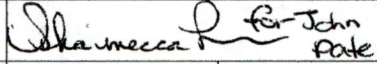
Seconded by: VICE MAYOR DAVIS

VOTE: 5-0

Commissioner Bass	YES
Commissioner Burke	YES
Commissioner Kelley	YES
Vice-Mayor Davis	YES
Mayor Pigatt	YES



City of Opa-Locka Agenda Cover Memo

Department Director:			Department Director Signature:				
City Manager:	John E. Pate		CM Signature:				
Commission Meeting Date:	11.19.20		Item Type: (Enter X in box)	Resolution	Ordinance	Other	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X	Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X	X	
Funding Source: Account# :	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes		No	
				X			
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X						
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

An emergency ordinance authorizing the City Manager to establish a requirement for apartment complexes with 150 units or more to have on-site off duty police officers on the property.

Staff Summary:

Due to the increase crime rate in the City of Opa-locka, primarily occurring at apartment complexes there is a great need for on-site off duty police in an effort to curtail crime and related offenses. It is necessary to approve this legislation to address the immediate concern of life, health, and safety of the residents.

Financial Impact- The City will incur no expense related to the proposed action.

Proposed Action:

Upon adoption of legislation staff will inform the management team for all apartment complexes with 150 units more of the requirements. ...

Attachment:

Ordinance No. 19-14

1st Reading/Public Hearing: October 9, 2019
2nd Reading/Public Hearing: November 13, 2019
Adopted: November 13, 2019
Effective Date: January 1, 2020
Sponsored By: Commissioner Kelley and Vice Mayor Davis

ORDINANCE NO. 19-14

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 13 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "LICENSES AND BUSINESS REGULATIONS", ARTICLE XIV ENTITLED "LANDLORD PERMIT", SPECIFICALLY AMENDING SECTION, 13-274 TO ADD NEW SECTION (3) REQUIRING ALL APARTMENT BUILDINGS WITH FORTY (40) UNITS OR MORE TO BE REQUIRED TO HAVE AN ONSITE PROPERTY MANAGER AND 24 HOUR ARMED SECURITY SERVICES; AMENDING SECTION 13-278(5)(b) TO REQUIRE PERMIT APPLICANTS WITH FORTY (40) OR MORE APARTMENT UNITS TO COMPLETE A SEPARATE FORM TO BE CREATED BY CITY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka is concerned about the well-being of its citizens residing in apartment complexes; and

WHEREAS, in an effort to curtail crime and related offenses in apartment complexes with forty (40) units or more, the City Commission deems it necessary for there to be an on-site property manager, and armed twenty-four (24) hour security services to address the immediate concern of life, health, and safety of residents; and

WHEREAS, due to recent city events, including shootings, the City finds that larger numbers of residents connected with apartment living warrants greater measures in place to curtail criminal activity; and

WHEREAS, the City Commission desires to incorporate additional requirements for security in connection with apartments buildings of forty (40) or more units as a part of the City's permitting process; and

WHEREAS, Article VIII, Section 2 of the Florida Constitution and Chapter 166 of Florida Statutes, the City of Opa-Locka ("City") has been granted a broad exercise of home rule powers granted by the constitution which includes the power and authority to enact regulations for valid governmental purposes that are not prohibited by general or special law; and

WHEREAS, the City Commission of the City of Opa-Locka desires to make certain amendments to Chapter 13, Article XIV of the City's Code of Ordinances entitled "Landlord Permit", to add new section (3) to 13-274 and requiring all apartment buildings with forty or more units to verify an onsite property manager and twenty-four (24) hour armed security as a part of the permit process.

WHEREAS, the City Commission of the City of Opa-Locka desires to Amend Chapter 13 "Licenses and Business Regulations", Article XIV entitled "Application procedures", to add new language to Section 13-278(5)(b) to require applicants with forty (40) or more apartment units to complete a separate form to be created by the City; and

WHEREAS, the City Commission has determined that it will be in the best interest of the City to specifically amend the aforementioned sections of the City's Code of Ordinances.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF
THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:**

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Chapter 13 "Licenses and Business Regulations", Article XIV entitled "Landlord Permit", to add new Section 13-274(3) which shall read:

Chapter 13. Licenses and Business Regulations

ARTICLE XIV. - LANDLORD PERMIT

Sec. 13-274. - Landlord permit required.

Every owner of a dwelling or dwelling unit within the city, is required to apply for an annual landlord permit from the city manager or his/her designee prior to leasing, subleasing, renting or otherwise allowing the occupancy of any dwelling or dwelling unit for the purpose of tenancy of unit to another natural person or other natural persons, whether or not for consideration. In the case of multiple owners of any such dwelling or dwelling unit, it shall be sufficient for any one of the owners to have obtained a permit on the dwelling or unit. The application shall be in writing and on a form provided by the city.

(1) It is hereby deemed unlawful for any person to lease, sublease, rent or allow the occupancy of any dwelling or dwelling unit for the purpose of tenancy, whether or not for consideration, without first obtaining the required landlord permit.

(2) No structure, single-family dwelling, two-family dwelling, three-family dwelling, four-family dwelling, multiple-family dwelling, rooming house, dormitory or other dwelling or dwelling unit used for the purpose of tenancy or leasing, subleasing, or rental shall be occupied by anyone other than an owner or his/her family member(s), without first obtaining a landlord permit therefor, from the city as may be required herein.

(3) All apartments buildings within the City with forty (40) or more units shall be required to have an onsite property manager who shall live on the premises and be responsible to residents

for addressing life, health and safety issues. In addition, twenty-four (24) hour armed security services shall be required to protect the life, health, safety and of tenants.

Section 3. Amending Chapter 13 "Licenses and Business Regulations", Article XIV entitled "Application procedures", to add new language to Section 13-278(5)(b) to require applicants with forty (40) or more apartment units to complete a separate form to be created by the City and shall read:

Sec. 13-278. - Application procedures.

(a) No landlord permit shall be issued or granted to any person unless an application is filed with the city manager, or his/her designee on forms provided for that purpose, disclosing the following:

(1) The landlord's name, address and telephone number, and any other emergency contact information. Any changes in such information during the period for which the landlord permit is issued shall be made to the city manager or his/her designee, in writing.

(2) If the applicant is a corporation or partnership, the full name and address of the corporation or partnership and the state of incorporation. Applicant must submit a copy of the articles of incorporation.

(3) If the property is mortgaged, the name and address of the mortgagee.

(4) The number of dwelling units and number of bathrooms and bedrooms in each unit.

(5) Whether the applicant and/or its principals has ever been cited for, or found in violation of any required housing standards and if so, the date, jurisdiction, nature of violation and disposition of violation.

(b) All applicants and permits shall be assigned a number, which may be an individual's social security number, a corporation's federal tax number, or such other uniform method of numbering selected by the city manager or his designee. For all applications involving apartment buildings within the City with forty (40) or more units, a separate form to be created by the City shall be completed by the applicant containing the name of the on-site property manager and the name of the armed security service before a permit shall issue.

(c) Statement of accuracy: The application form shall contain the following language:

"The undersigned has carefully reviewed this application and all facts, figures, statements contained in this application are true, correct, and complete. The applicant also acknowledges and understands that the issuance of the City Landlord Permit is contingent upon a compliance inspection and in conjunction with the issuance of a Certificate of Occupancy. The undersigned understands that failure to comply with the City's Ordinances may result in revocation of said Landlord Permit."

(d) The applicant shall print and sign his or her name on the application immediately after the statement required in subsection (c) above. In the case of a corporation, an officer shall be required to sign the application in his individual capacity and not solely as a corporate agent.

(e) Dwelling or dwelling units that are required to obtain a certificate of occupancy pursuant to § 110 of the Florida Building Code, must do so prior to the issuance of a landlord permit. The city shall honor any certificate of occupancy issued by Miami-Dade County provided that the occupancy for which the certificate was issued remains the same.

(f) State license, certification, registration required. All premises regulated by the state must submit a copy of their current state license, certification, and/or registration prior to the issuance of their landlord permit and thereafter each year at time of renewal. Only the state license itself or receipt therefor shall constitute proof of current state license.

(g) Landlord permits shall not be issued unless:

(1) There has been a site inspection of the dwelling or dwelling unit(s) by the city.

(2) The city has verified compliance with all applicable laws and regulations and has collected all applicable fees due to the city.

Section 4. Other Language Remaining Same. All other language set forth in Chapter 13 that is not otherwise amended herein shall remain the same.

Section 5. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 6. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 7. Inclusion In Code.

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 8. Effective Date.

This Ordinance shall take effect on January 1, 2020 and upon approval by the State of Florida.

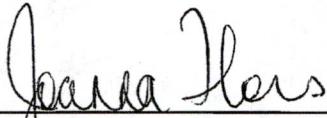
PASSED FIRST READING this 9th day of October, 2019.

PASSED SECOND READING this 13th day of November, 2019.



Matthew A. Pigatt, Mayor

ATTEST:



Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: Commissioner Kelley

Seconded by: Commissioner Bass

VOTE: 4-1

Commissioner Bass:	YES
Commissioner Burke:	YES
Commissioner Kelley:	YES
Vice-Mayor Davis:	YES
Mayor Pigatt:	NO

1st Reading: 02/25/2009
2nd Reading: 03/11/2009
Public Hearing: 03/11/2009
Adopted: 03/11/2009
Effective Date: 03/11/2009
Commissioner D. Johnson

ORDINANCE NO. 09-05

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OPA-LOCKA, FLORIDA; REPEALING ORDINANCE 07-02, CODIFIED AS CHAPTER 7, ARTICLE I, SECTION 7-12 OF THE OPA-LOCKA CODE OF ORDINANCES ENTITLED "APARTMENT BUILDINGS WITH TWENTY-FOUR UNITS OR MORE"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Opa-locka ("City Commission") adopted Ordinance 07-02, which was later codified into the City of Opa-locka Code of Ordinances as Chapter 7, Article I, Section 7-12, entitled "Apartment Buildings with Twenty-Four Units or More"; and

WHEREAS, the City Commission has determined that it will be in the best interest of the City to specifically repeal Chapter 7, Article I, Section 7-12 of the City's Code of Ordinances entitled "Apartment Buildings with Twenty-Four Units or More".

THE COMMISSION OF THE CITY OF OPA-LOCKA HEREBY ORDAINS:

Section 1. The recitals to the preamble herein are incorporated by reference.

Section 2. Ordinance 07-02, later codified into the City of Opa-locka Code of Ordinances as Chapter 7, Article I, Section 7-12, entitled "Apartment Buildings With Twenty-Four (24) Units" is hereby repealed, and shall be of no further force and effect.

Ordinance No. 09-05

Section 3. All ordinances or Code provisions in conflict herewith are hereby repealed.

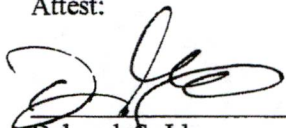
Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. This Ordinance shall, upon adoption, become effective as specified by the City of Opa-locka Code of Ordinances and the City of Opa-locka Charter.

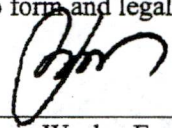
PASSED AND ADOPTED this 11 day of MARCH, 2009.


JOSEPH L. KELLEY
MAYOR

Attest:


Deborah S. Irby
City Clerk

Approved as to form and legal sufficiency:


Burnadette Norris-Weeks, Esq.
City Attorney

Moved by:	<u>JOHNSON</u>
Seconded by:	<u>TAYLOR</u>
Commission Vote:	<u>5-0</u>
Commissioner Tydus:	<u>YES</u>
Commissioner Holmes:	<u>YES</u>
Commissioner Johnson:	<u>YES</u>
Vice-Mayor Taylor:	<u>YES</u>
Mayor Kelley:	<u>YES</u>

1st Reading: DECEMBER 13, 2006
2nd Reading/Public Hearing: FEBRUARY 14, 2007
Adopted: february 14, 2007
Effective Date: FEBRUARY 14, 2007
Sponsored by: D. Johnson

Ordinance No. 07-02

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, ESTABLISHING A REQUIREMENT FOR ALL APARTMENT BUILDINGS WITH TWENTY-FOUR (24) UNITS OR MORE BE REQUIRED TO HAVE AN ON-SITE PROPERTY MANAGER AND ARMED SECURITY SERVICES; CONTAINING A REPEALER PROVISION AND SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND CODIFICATION THE CODE OF ORDINANCES

WHEREAS, the City Commission is concerned about the well-being of its citizens residing in apartment complexes; and

WHEREAS, in an effort to curtail crime and related offenses in complexes with twenty-four units or more, the City Commission deems it advisable to have an on-site property manager, and armed security services to address the immediate concern of life, health and safety of the residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section 1. The recitals to the preamble herein are incorporated by reference.

Section 2. The City Commission hereby requires of all apartment buildings in the City of Opa-locka with twenty-four (24) units or more:

“All apartment buildings within the city with twenty-four (24) units or more shall be required to have an on site property manager who shall live on the premises and be responsible to residents for addressing all life, health, and safety issues pertaining to the general welfare and maintenance of the property. In addition, armed security services shall be required to protect the life, health and safety of the tenants.”

Section 3. Any ordinances or parts of ordinances in conflict herewith are hereby

repealed.

Section 4. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding in no way affects the validity of the remaining portions of this Ordinance.

Section 5. This Ordinance shall become effective in the manner provided by law.

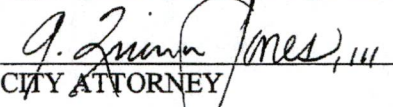
Section 6. This ordinance shall, upon adoption, be codified in the City of Opa-locka Code of Ordinances.

PASSED AND ADOPTED this 14 day of FEBRUARY, 2007.


MAYOR

Attest: 
CITY CLERK

Approved as to form and legal sufficiency:


CITY ATTORNEY

2/8/07
DATE

Moved by: VICE MAYOR JOHNSON
Second by: COMMISSIONER TYDUS
Commission Vote: 3-1
Commissioner Holmes: NO
Commissioner Tydus: YES
Vice-Mayor: Johnson YES
Mayor Kelley: YES

D:Ordinance/Apartment buildings with Managers on site-revised-02-07

Part 1 Crime Stats for Complexes of 150 Units or more

Addresses	Barracks 220 Dunad Ave	Barracks 190 Fisherman Street	Barracks 193 Fisherman Street	Barracks 300 Fisherman St	Barracks 301 Fisherman St	Barracks 192 Sabur Lane	Barracks 200 Sabur Lane	Barracks 1125 Sharazad Blvd	Glorieta Gardens 13002 Alexandria Dr
Offenses									
22 - Stolen Vehicle	0	0	0	0	0	1	0	0	1
26 - Burglary	0	1	1	0	0	0	1	0	0
26 - Commerical Burglary	0	0	0	0	0	0	0	0	0
26 - Residential Burglary	0	0	0	0	0	0	0	0	0
26 - Burglary Vehicle	0	1	0	0	0	4	0	0	1
27 - Theft	0	0	0	0	0	0	0	1	0
29 - Robbery	0	0	0	0	0	0	0	0	0
29 Strongarm Robbery	0	0	0	0	0	0	0	0	0
30 - Shooting	0	0	0	0	0	0	0	0	0
31 - Homicide	0	0	0	0	0	0	0	0	0
32 - Aggravated Assault	1	0	0	0	1	0	0	1	0
32 Aggravated w/ injuries	0	0	0	1	0	0	0	0	0
33 - Sexual Offense	0	0	0	0	0	0	0	0	0
49 - Arson (Fire)	0	0	0	0	0	0	0	0	0

Aswan Apts 13105 N.W. 30th Avenue No Data to report

13124 N.W. 32nd Court

13235 Alexandria Drive No data

13006 Alexandria Drive No data

13010 Alexandria Drive No data

13112 Alexandria Drive No data

13114 Alexandria Drive No data

13116 Alexandria Drive No data

13122 NW. 32nd Court No data

13004 Alexandria Drive No Data

13006 Alexandria Drive No data

Created: 10/09/2020

Revised:

Part 1 Crime Stats for Complexes of 150 Units or more

	Glorieta Gardens	Glorieta Gardens	Glorieta Gardens	Glorieta Gardens
Addresses	13008 Alexandria Drive	13118 Alexandria Drive	13120 Alexandria Drive	13124 N.W. 32nd Court
Offenses				
22 - Stolen Vehicle	0	0	0	0
26 - Burglary	0	0	0	0
26 - Commerical Burglary	0	0	0	0
26 - Residential Burglary	0	0	0	0
26 - Burglary Vehicle	0	1	0	0
27 - Theft	0	0	0	0
29 - Robbery	0	0	0	0
29 Strongarm Robbery	0	0	0	0
30 - Shooting	0	0	0	1
31 - Homicide	0	0	0	0
32 - Aggravated Assault	0	0	1	1
32 Aggravated w/ injuries	0	0	0	1
33 - Sexual Offense	0	0	0	0
49 - Arson (Fire)	1	0	0	0

Part 1 Crime Stats for Complexes of 150 Units or more

	Glorieta Gardens	Glorieta Gardens	Cordoba
Addresses	13128 N.W. 32nd Court	13144 N.W. 32nd Cout	13875 NW 22nd Ave
Offenses			
22 - Stolen Vehicle	0	0	5
26 - Burglary	0	1	0
26 - Commerical Burglary	0	0	0
26 - Residential Burlgary	0	0	0
26 - Burglary Vehicle	0	0	2
27 - Theft	0	0	1
29 - Robbery	0	0	0
29 Strongarm Robbery	0	0	1
30 - Shooting	0	0	7
31 - Homicide	0	0	0
32 - Aggravated Assault	1	0	10
32 Aggravated w/ injuries	0	0	2
33 - Sexual Offense	0	0	0
49 - Arson (Fire)	0	0	1

Sponsored by: City Manager

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REPEALING CHAPTER 16, ARTICLE I, SECTION 16-1, ENTITLED "TEEN AND YOUNG ADULT ADVISORY BOARD", OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a review was conducted of the City of Opa-Locka's boards to ensure that the requirements and protocols of city boards align with the goals of the City of Opa-Locka's City Commission; and

WHEREAS, to revitalize boards and improve efficiency, the City Commission finds it necessary and appropriate to combine the duties of the Teen and Young Adult Advisory Board with the Community Relations Recreation and Activities Board; and

WHEREAS, to accomplish the intent of combining boards, the City Commission desires to repeal Chapter 16, Article I, Section 16-1 of the City's Code of Ordinances entitled "Teen and Young Adult Advisory Board."

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Ordinance.

Section 2. Repeal of Chapter 16, Article I, Section 16-1 of the City of Opa-Locka's Code of Ordinances entitled "Teen and Young Adult Advisory Board."

The City Commission of the City of Opa-Locka, Florida hereby repeals

"Teen and Young Adult Advisory Board" as follows:

~~Sec. 16-1. -- Teen and young adult advisory board.~~

~~(a)~~

~~Created; membership; terms; officers; procedures.~~ There is hereby created and established a teen and young adult advisory board for participation by residents of the city between the ages of 16 and 21 years. The advisory board shall consist of five (5) members, one (1) of whom shall be selected and appointed by each member of the city commission. Terms of office shall correspond to the term of office of the appointing city commissioner. The advisory board shall select and designate from its membership a chairman and vice chairman. The board shall be governed by the rules of procedures applicable to all boards within the city.

~~(b)~~

~~Meetings; clerical help.~~ The advisory board shall meet once each month at a time to be selected by a majority of its membership. The city manager shall supply necessary clerical help in order to provide for the taking of minutes and reporting conclusions and recommendations to the city commission on a monthly basis.

~~(c)~~

~~Duties.~~ The advisory board shall advise the city commission in all matters involving the administration of the city government, commission policies, projects, activities and events wherein youth, teen and young adult participation is requested or desired. In addition, the board shall make recommendations on increasing youth, teen and young adult participation in local governments, seek ways to improve communication with students and young adults within the City, organize and perform services projects that benefit the City, recommend the creation of programs for youth, teens and young adults and assume and carry out such duties as may from time to time be directed by the city commission.

~~(d)~~

~~Filling vacancies.~~ Unexpired terms created by resignation, death or removal, shall be filled by the city commissioner or his successor originally making the appointment vacated.

SECTION 3. Severability. The provisions of this Ordinance are severable, and it is the legislative intention to confer upon the whole or any part of the Ordinance the powers herein provided. If any provision of this Ordinance shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any remaining provisions of the Ordinance. It is hereby declared to be the legislative intent that

this Ordinance would have been adopted had such unconstitutional provision not been included herein.

SECTION 5. Conflict and Repealer. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 6. Inclusion In Code. It is the intention of the City Commission of the City of Opa-locka that the provisions of this Ordinance shall, at some time in the future, become and be made a part of the General Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

SECTION 7. Scrivener's Errors. Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent as may be authorized by the City Manager without need of public hearing following review by the City Attorney, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 8. Effective Date. This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED FIRST READING this __ day of _____ 2025.

PASSED SECOND READING this __ day of _____ 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____

Sponsored by: City Manager

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE XI, ENTITLED "BOARDS, COMMISSIONS AND COMMITTEES", DIVISION 2, ENTITLED "COMMUNITY RELATIONS, RECREATION AND ACTIVITIES BOARD" SECTION 2-479 THROUGH 2-480 TO CHANGE THE NAME OF THE BOARD TO "COMMUNITY RELATIONS, TEEN AND YOUNG ADULT ADVISORY BOARD"; SPECIFICALLY AMENDING SECTION 2-479 TO INCLUDE A FOCUS ON POLICIES, PROJECTS, AND EVENTS INVOLVING YOUTH, TEEN AND YOUNG ADULT PARTICIPATION; PROVIDING FOR A REQUIREMENT TO MAKE RECOMMENDATIONS ON INCREASING YOUTH, TEEN AND YOUNG ADULT PARTICIPATION AND IMPROVE COMMUNICATIONS; AMENDING SECTION 2-480 TO REQUIRE THAT THE TWO MEMBERS CHOSEN AT-LARGE MEMBERS SHALL BE BETWEEN THE AGES OF 16 AND 21 AND BE APPOINTED BY CERTAIN SCHOOL PERSONNEL; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a review was conducted of the City of Opa-Locka's boards to ensure that the requirements and protocols of city boards align with the goals of the City Commission; and

WHEREAS, it was determined that several of the boards have duplicate powers and duties. Further, obtaining a quorum has proven difficult in some boards; and

WHEREAS, the City Commission desires to improve the efficiency of City Boards and specifically desires to incorporate teen and young adult concerns as a part of the currently existing Community Relations Recreation and Activities Advisory Board; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to incorporate teen and young adult concerns as a part of the currently existing Community Relations Recreation and Activities Advisory Board and amend the name to

Community Relations Teen and Young Adult Advisory Board.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

SECTION 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same as hereby made a specific part of this Ordinance.

SECTION 2. Amending Chapter 2, Article XI, Division 2 of the City of Opa-Locka's Code of Ordinances. The City Commission hereby amends Article XI, entitled "Boards, Commissions and Committees", Division 2, entitled "Community Relations, Recreation and Activities Board" Section 2-479 through 2-480 to expand the powers and duties to incorporate a focus on teen and young adult matters and amend the name as follows:

DIVISION 2. COMMUNITY RELATIONS, TEEN AND YOUNG ADULT ADVISORY RECREATION AND ACTIVITIES BOARD

Sec. 2-479. Power and duties.

The community relations, teen and young adult ~~recreation and activities~~ board shall be advisory to the city commission in regard to the following matters:

- (1) Operation and maintenance of parks and recreation programs, facilities, and activities in the community.
- (2) All matters pertaining to community relations, including but not limited to policies, projects, and events wherein youth, teen and young adult participation is requested or desired.
- (3) The board shall make recommendations on increasing youth, teen and young adult participation with local government, seek ways to improve communication with students and young adults within the City, organize and perform service projects, special activities and programs for the benefit of the city.

Sec. 2-480. Membership terms.

The community relations, recreation and teen and young adult ~~activities~~-board shall consist of seven (7) members, who shall be residents of the city, two (2) of whom shall be selected at-large by the city commission. As to the remaining five (5) members, one (1) shall be chosen by each member of the city commission, who shall serve a term which will coincide with that of the commissioner who selected them. person. The two (2) members chosen at-large shall be between the ages of 16 and 21 years and/or be appointed by Miami Dade County School personnel, to include a school board member, a teacher or a school principal. ~~shall each~~ to serve a two (2) year term. Any member may be removed at any time, with or without cause, by the commissioner

who appointed ~~them~~, and in the case of the at-large member, they may be removed at any time, with or without cause, by a vote of a majority of the members of the city commission. Members will not receive compensation for their services.

SECTION 4. Severability. The provisions of this Ordinance are severable, and it is the legislative intention to confer upon the whole or any part of the Ordinance the powers herein provided. If any provision of this Ordinance shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any remaining provisions of the Ordinance. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such unconstitutional provision not been included herein.

SECTION 5. Conflict and Repealer. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 6. Inclusion In Code. It is the intention of the City Commission of the City of Opa-locka that the provisions of this Ordinance shall, at some time in the future, become and be made a part of the General Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

SECTION 7. Scrivener's Errors. Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent as may be authorized by the City Manager without need of public hearing following review by the City Attorney, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 8. Effective Date. This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED FIRST READING this __ day of _____ 2025.

PASSED SECOND READING this __ day of _____ 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

City Manager:	Sha'mecca Lawson		CM Signature:				
Commission Meeting Date:	10.22.2025		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
				X		X	
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept.)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
				X			
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AMENDIND ARTICLE XI ENTITLED " BOARDS, COMMISSIONS AND COMMITTEES" TO COMBINE THE COMMUNITY RELATIONS RECREATION AND ACTIVITIES BOARD WITH THE TEEN AND YOUNG ADULT ADVISORY BOARD.

Staff Summary:

An extensive review was conducted of the City's boards to ensure that the requirements and protocol aligned with the City Commission. It was determined that several of the boards possessed duplicate powers and duties and/or remained difficult to consistently obtain quorum; particularly the Community Relations Recreation and Activities Board and the Teen and Young Adult Advisory Board. To revitalize both boards, they shall be combined with the following amendments:

DIVISION 2. COMMUNITY RELATIONS, TEEN AND YOUNG ADULT ADVISORY ~~RECREATION AND ACTIVITIES~~ BOARD

Sec. 2-479. Power and duties.

The community relations, recreation and activities board shall be advisory to the city commission in regard to the following matters:

- (1) Operation and maintenance of parks and recreation programs, facilities, and activities in the community.
- (2) All matters pertaining to community relations *including but not limited to policies, projects, and events wherein youth, teen and young adult participation is requested or desired.*
- (3) *The board shall make recommendations on increasing youth, teen and young adult participation in local governments, seek ways to improve communication with students and young adults within the City, organize and perform services projects and* special activities and programs for the benefit of the city.

Sec. 2-480. Membership terms.

The community relations, recreation and activities board shall consist of seven (7) members, who shall be residents of the city, two (2) of whom shall be selected at-large by the city commission. As to the remaining five (5) members, one (1) shall be chosen by each member of the city commission, who shall serve a term which will coincide with that of the commissioner who selected them. The two (2) members chosen at-large *must be between the ages of 16 and 21 years and/or be appointed by Miami Dade County School personnel shall each* to serve a two (2) year term. Any member may be removed at any time, with or without cause, by the commissioner who appointed them, and in the case of the at-large member, they may be removed at any time, with or without cause, by a vote of a majority of the members of the city commission. Members will not receive compensation for their services.

~~Sec. 16-1. Teen and young adult advisory board.~~

- ~~(a) *Created; membership; terms; officers; procedures.* There is hereby created and established a teen and young adult advisory board for participation by residents of the city between the ages of 16 and 21 years. The advisory board shall consist of five (5) members, one (1) of whom shall be selected and appointed by each member of the city commission. Terms of office shall correspond to the term of office of the appointing city commissioner. The advisory board shall select and designate from its membership a chairman and vice chairman. The board shall be governed by the rules of procedures applicable to all boards within the city.~~
- ~~(b) *Meetings; clerical help.* The advisory board shall meet once each month at a time to be selected by a majority of its membership. The city manager shall supply necessary clerical help in order to provide for the taking of minutes and reporting conclusions and recommendations to the city commission on a monthly basis.~~
- ~~(c) *Duties.* The advisory board shall advise the city commission in all matters involving the administration of the city government, commission policies, projects, activities and events wherein youth, teen and young adult participation is requested or desired. In addition, the board shall make recommendations on increasing youth, teen and young adult participation in local governments, seek ways to improve communication with students and young adults within the City, organize and perform services projects that benefit the City, recommend the creation of programs for youth, teens and young adults and assume and carry out such duties as may from time to time be directed by the city commission.~~
- ~~(d) *Filling vacancies.* Unexpired terms created by resignation, death or removal, shall be filled by the city commissioner or his successor originally making the appointment vacated.~~

Financial Impact – There is no financial impact for this amendment.

Proposed Action:

Staff recommends the amendments to Community Relations Recreation and Activities Board and the Teen and Young Adult Advisory Board.

Attachment:

***DIVISION 2. COMMUNITY RELATIONS, TEEN AND YOUNG ADULT ADVISORY
~~RECREATION AND ACTIVITIES~~ BOARD***

Sec. 2-479. Power and duties.

The community relations, recreation and activities board shall be advisory to the city commission in regard to the following matters:

- (1) Operation and maintenance of parks and recreation programs, facilities, and activities in the community.
- (2) All matters pertaining to community relations *including but not limited to policies, projects, and events wherein youth, teen and young adult participation is requested or desired.*
- (3) *The board shall make recommendations on increasing youth, teen and young adult participation in local governments, seek ways to improve communication with students and young adults within the City, organize and perform services projects and* special activities and programs for the benefit of the city.

(Code 1983, § 2-479; Ord. No. 13-27, § 2, 9-25-2013)

Sec. 2-480. Membership terms.

The community relations, recreation and activities board shall consist of seven (7) members, who shall be residents of the city, two (2) of whom shall be selected at-large by the city commission. As to the remaining five (5) members, one (1) shall be chosen by each member of the city commission, who shall serve a term which will coincide with that of the commissioner who selected them. The two (2) members chosen at-large *must be between the ages of 16 and 21 years and/or be appointed by Miami Dade County School personnel shall each* to serve a two (2) year term. Any member may be removed at any time, with or without cause, by the commissioner who appointed them, and in the case of the at-large member, they may be removed at any time, with or without cause, by a vote of a majority of the members of the city commission. Members will not receive compensation for their services.

(Code 1983, § 2-480; Ord. No. 13-27, § 2, 9-25-2013)

Secs. 2-481—2-496. Reserved.

Sec. 16-1. Teen and young adult advisory board.

- (a) *Created; membership; terms; officers; procedures.* There is hereby created and established a teen and young adult advisory board for participation by residents of the city between the ages of 16 and 21 years. The advisory board shall consist of five (5) members, one (1) of whom shall be selected and appointed by each member of the city commission. Terms of office shall correspond to the term of office of the appointing city commissioner. The advisory board shall select and designate from its membership a chairman and vice-chairman. The board shall be governed by the rules of procedures applicable to all boards within the city.

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- (b) ~~*Meetings; clerical help.*~~ The advisory board shall meet once each month at a time to be selected by a majority of its membership. The city manager shall supply necessary clerical help in order to provide for the taking of minutes and reporting conclusions and recommendations to the city commission on a monthly basis.
- (c) ~~*Duties.*~~ The advisory board shall advise the city commission in all matters involving the administration of the city government, commission policies, projects, activities and events wherein youth, teen and young adult participation is requested or desired. In addition, the board shall make recommendations on increasing youth, teen and young adult participation in local governments, seek ways to improve communication with students and young adults within the City, organize and perform services projects that benefit the City, recommend the creation of programs for youth, teens and young adults and assume and carry out such duties as may from time to time be directed by the city commission.
- (d) ~~*Filling vacancies.*~~ Unexpired terms created by resignation, death or removal, shall be filled by the city commissioner or his successor originally making the appointment vacated.
- (Code 1955, § 2-36; Code 1983, § 16-1; Ord. No. 2023-06, § 2(16-1), 3-22-2023)