# CITY OF OPA-LOCKA

*The City of Bright Opportunities*

## REGULAR COMMISSION MEETING
## Agenda

**Wednesday, January 14, 2026**
**6:00 PM**

*Commission Chambers*
*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 athttps://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**
**January 14, 2026**
**6:00 PM**

**1. CALL TO ORDER:**

**2. ROLL CALL:**

**3. INVOCATION:**

**4. PLEDGE OF ALLEGIANCE:**

**5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:**

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

**7. APPROVAL OF AGENDA:**

**8. APPROVAL OF MINUTES:**

**Commission Workshop Meeting Minutes — December 10, 2025**

**Regular Commission Meeting Minutes — December 10, 2025**

**Commission Workshop Meeting Minutes — December 11, 2025**

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

**10. PUBLIC PRESENTATIONS:**

**Chief Dr. Robin Starks**
**Opa-locka Police Department**
**Re: Newly Enacted Laws**

**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 ESTABLISH A PROCESS, POLICIES AND PROCEDURES FOR THE PROVISION OF ADVERTISING BANNERS ON PARK FENCING; DIRECTING THAT ANY REVENUE GENERATED SHALL BE USED TO SUPPORT PARKS AND RECREATIONAL PROGRAMMING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Vice Mayor Kelley* **Deferred from 12/10/2025 RCM**

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO CONDUCT A FEASIBILITY STUDY TO UTILIZE BUS SHELTER ADVERTISING IN SUPPORT OF PARKS AND RECREATION PROGRAMMING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Vice Mayor Kelley* **Deferred from 12/10/2025 RCM**

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING RESOLUTION 25-112 PERTAINING TO THE CITY'S CODE ENFORCEMENT LIEN AMNESTY PROGRAM; SPECIFICALLY DELETING THE ELIGIBILITY REQUIREMENT FOR APPLICANTS TO ACKNOWLEDGE AND CONSENT TO A FILED LIEN AND PROHIBITION ON THE SALE OF THE PROPERTY FOR A PERIOD OF THIRTY-SIX (36) MONTHS OR REPAY THE FULL AMOUNT OF THE LIEN; DELETING REQUIREMENT FOR THE APPLICATION ACCEPTANCE PERIOD TO BE A SEMI-ANNUAL PERIOD FROM JANUARY THROUGH FEBRUARY AND FROM AUGUST THROUGH SEPTEMBER FOR A PERIOD OF SIXTY (60) DAYS; REDUCE THE APPLICATION FEE FOR COMMERCIAL PROPERTIES FROM $500.00 TO $300.00; AMEND CONDITIONS OF APPROVAL TO REFLECT THAT PAYMENT FOR COMMERCIAL PROPERTIES BE MADE WITHIN SIXTY (60) DAYS FOR COMMERCIAL PROPERTIES AND UP TO SIX (6) MONTHS FOR RESIDENTIAL PROPERTIES; REQUIRE CREATION OF A POLICY WHEREBY A PROPERTY OWNER MAY AUTHORIZE ANOTHER INDIVIDUAL TO ACT AS A DESIGNATED REPRESENTATIVE FOR THE OWNER IN NEGOTIATIONS WITH THE CITY BY EXECUTING AN AFFIDAVIT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Santiago* **Deferred from 12/10/2025 RCM**

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF OPA-LOCKA AND BIG BROTHERS AND BIG SISTERS MIAMI, INC. (BBBSM) FOR A MENTORSHIP PROGRAM AS SET**

**FORTH IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ESTABLISHING A SMALL BUSINESS GRANT CARE PROGRAM TO PROVIDE FINANCIAL ASSISTANCE AND TECHNICAL SUPPORT TO ELIGIBLE BUSINESS OWNERS; PROVIDING FOR ISSUANCE OF A REQUEST FOR PROPOSALS (RFP); PROVIDING FOR A REPORT TO THE CITY COMMISSION WITHIN SIXTY (60) DAYS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; 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, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR PRE-QUALIFIED CONTRACTORS FOR A MINOR HOME REPAIR PROGRAM; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) TO SEEK A QUALIFIED VENDOR TO PUBLISH AND DISTRIBUTE A COMMUNITY NEWSPAPER; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A CROSS-CONNECTION CONTROL PROGRAM; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING EXECUTION OF AN ASSIGNMENT AND ASSUMPTION PERTAINING TO A BROWNFIELD SITE REHABILITATION AGREEMENT FOR 1700 SERVICE ROAD; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR THE REPAIR OF THE 11-C BYPASS CONTROL; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

11. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A FORCE MAIN METERING SYSTEM; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

12. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE INTERLOCAL PURCHASING SYSTEM PROGRAM (TIPS) MEMBERSHIP AGREEMENT, CONTRACT#240501 WITH HYDROMAX USA LLC FOR THE FLOW TESTING OF FIRE HYDRANTS IN AN AMOUNT NOT TO EXCEED FIFTY-TWO THOUSAND EIGHT HUNDRED FORTY-FIVE DOLLARS AND TWENTY-FIVE CENTS ($52,845.25); APPROVING EXECUTION OF THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

13. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE COUNTY OF DUPAGE'S CONTRACT #23-065-PW-250498 WITH INSITUFORM TECHNOLOGIES USA, LLC FOR SEWER MAIN REPAIR; IN AN AMOUNT NOT TO EXCEED SEVENTY-NINE THOUSAND SEVENTY-TWO DOLLARS AND SIX CENTS ($79,072.06); APPROVING EXECUTION OF THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

14. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A FACILITY USE AGREEMENT WITH GENERATION NEXXT TRAINING, INC. TO SERVE AS A COMMUNITY BASED VOLLEYBALL PROGRAM; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

**14. NEW ITEMS:**

**15. PLANNING & ZONING:**

**A. PUBLIC HEARINGS:**

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A TEMPORARY USE PERMIT FOR THE VACANT PROPERTY LOCATED AT 13449 NW 42 AVENUE, OPA-LOCKA, FLORIDA, IDENTIFIED BY FOLIO NO. 08-2120-004-0060 TO ALLOW THE OPERATION OF A TRUCK PARKING BUSINESS ON THE PAVED LOT, AND UTILIZING A CONTAINER STORAGE AS AN ON-SITE OFFICE; PROVIDING FOR**

**INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

**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 THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FLORIDA INDUSTRIAL PROPERTIES EIGHT, LLC FOR THE SALE OF PROPERTY AND RELOCATION OF THE WATER MAIN ON THE PROPERTY KNOWN AS "THE WATER TANK PROPERTY"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 10, 2025).** *Sponsored by City Manager*

2. **AN ORDINANCE OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE IV ENTITLED "PURCHASING" OF THE CITY'S CODE OF ORDINANCES; AMENDING SECTION 2-361 RELATING TO "PUBLIC PRIVATE PARTNERSHIP; SPECIFICALLY AMENDING SUBSECTION (D)(2) ENTITLED "UNSOLICITED DETAILED PROPOSALS" TO REDUCE THE PROPOSAL REVIEW FEE FROM $50,000.00 TO $25,000.00; PROVIDE THAT IN THE CASE WHERE A PRIVATE ENTITY HAS ALREADY PAID FOR REVIEW OF A SUBSTANTIALLY SIMILAR CONCEPTUAL PROPOSAL, REDUCING THE FEE FOR REVIEW FROM $45,000.00 TO $20,000.00; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN**

**EFFECTIVE DATE (first reading / public hearing held on December 10, 2025).** *Sponsored by Commissioner Santiago*

**C. RESOLUTION(S):**

**17. CITY MANAGER'S REPORT:**

**18. OFFICIAL BOARD REPORTS:**

**Charter Review Board**

**19. MAYOR/COMMISSION REPORTS:**

**Mayor John H. Taylor, Jr.**
*** Financial Oversight**
*** Summer Job Program**
*** Scholarships**
*** Special Events**

**Vice Mayor Joseph L. Kelley**
*** Fiscal Responsibility & Accountability**
*** Special Events Policy Revisions**

**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**
2 At-Large Appointments

**Historic Environmental Preservation Board**
1 Individual Appointment (Commissioner Santiago)
2 At-Large Appointments (Alternate Members)

**Planning & Zoning Board**
1 Individual Appointment (Vice Mayor Kelley)

**Teen, Young Adult and Community Relations Advisory Board**
1 Individual Appointment (Mayor Taylor)
1 Individual Appointment (Vice Mayor Kelley)
1 Individual Appointment (Commissioner Dr. Bass)
1 Individual Appointment (Commissioner Ervin)
2 At-Large Appointments

## 21. ADJOURNMENT:

### SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. **Looks of Paradise in partnership with Commissioner Dr. Sherelean Bass is launching a Free Eyelash Extension Program on Saturdays, January 10–31, 2026 from 10:00 AM - 2:00 PM at Sherbondy Village, 215 Perviz Ave, 2nd Floor, Opa-locka, Florida. Registration required — please call 305.953.2868 Ext. 1105.**

2. **Join Vice Mayor Joseph L. Kelley for Meet Me Monday, on Monday, January 12, 2026, at 6:00 PM, at the Senior Citizens Building, 14295 NW 21st Court, Opa-locka, Florida. This is an opportunity to ask questions, share your concerns and stay informed about what's happening in your city.**

3. **Please join Miami-Dade County Property Appraiser Tomas Regalado in partnership with the City of Opa-locka for a Community Outreach Workshop: Protecting Property Owners Rights in Opa-locka, Tuesday, January 13, 2026, from 5:00 PM - 7:00 PM, Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida. Understand your rights as a property owner; learn about property tax benefits; and receive one-on-one assistance. For more info, please call: 305.375.4712.** *Hosted by Commissioner Luis B. Santiago and co-hosted by Mayor John H. Taylor, Jr.*

4. **The City of Opa-locka Mayor & Commission Community Food and Resource Fair, Friday, January 16, 2026, from 9:30 AM - 1:30 PM, Segal Park, 2331 NW 143rd Street, Opa-locka, Florida. First come, first served — while supplies last.** *Hosted by Vice Mayor Joseph L. Kelley*

5. **The City of Opa-locka Mayor & Commission presents Florida Licensing on Wheels, Friday, January 16, 2026, from 9:00 AM - 1:00 PM, at the Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, Florida. Pre-registration required 305.953.2868 Ext. 1105.** *Hosted by Vice Mayor Joseph L. Kelley*

6. **The City of Opa-locka Mayor & Commission 42nd Annual Dr. Martin Luther King, Jr. Walk, Saturday, January 17, 2026, at 9:00 AM. Starting location: NW 151st Street & NW 27th Avenue, Opa-locka, Florida. Join us in honoring the legacy of Dr. Martin Luther King, Jr. through unity, reflection, and community engagement.** *In memory of the Founder Commissioner Ollie B. Kelley*

7. **The City of Opa-locka presents Grown Folks Night Out MLK Weekend Celebration, Saturday, January 17, 2026 from 5:00 PM - 11:00 PM, Sherbondy Park, 380 Bahman Street, Opa-locka, Florida.** *Hosted by Commissioner Natasha L. Ervin*

8. **The City of Opa-locka Mayor & Commission presents Faith-Based Initiative Relaunch, Wednesday, January 21, 2026, at 12:00 PM, at the Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, Florida. Invitation is extended to all Opa-locka pastors and faith leaders. Please RSVP by January 16 by calling 305.953.2868 Ext. 1105.** *Hosted by Vice Mayor Joseph L. Kelley*

9. **The City of Opa-locka Mayor & Commission presents a Property Tax Community Meeting, Thursday, January 22, 2026 at 6:15 PM at the Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, Florida. Come hear the impact of the proposed state property tax reductions.** *Hosted by Vice Mayor Joseph L. Kelley*

10. **The City of Opa-locka Mayor & Commission presents the Fun Fishing Tournament, Saturday, January 24, 2026, from 8:30 AM - 12:00 PM, Ingram Park Lakefront, 2100 Burlington Street, Opa-locka, Florida. Bring your fishing pole; bait will be provided.** *Hosted by Vice Mayor Joseph L. Kelley*

11. **The City of Opa-locka Mayor & Commission welcomes the Poetry Potluck Annual Family Cookout, Sunday, January 25, 2026, from 3:00 PM - 8:00 PM, Historic City Hall, 777 Sharazad Boulevard, Opa-locka, Florida. Community — Conversation — Connection — Culture.** *Hosted by Mayor John H. Taylor, Jr.*

12. **The City of Opa-locka Business Vendor Fair, Thursday, January 29, 2026 at 10:00 AM - 2:00 PM, Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida. Registration required — please call 305.953.2868 Ext. 1105.** *Co-sponsored by Commissioner Dr. Sherelean Bass*

13. **Please join City of Opa-locka Mayor John H. Taylor, Jr. as he delivers the 2026 State of the City Address, Thursday, January 29, 2026, at 6:00 PM, at the Young, Bowers, and Brown Cultural Arts Center, 2105 Ali-Baba Avenue, Opa-locka, Florida. To RSVP or for more information, please call 305.953.2868 Ext. 1104.**

**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"***

**CITY COMMISSION WORKSHOP**
**Wednesday, December 10, 2025**
**5:00 PM**

## 1. CALL TO ORDER:

Commissioner Dr. Sherelean Bass called the workshop to order at 5:17 PM on Wednesday, December 10, 2025, at the 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: Commissioner Dr. Sherelean Bass; Commissioner Natasha L. Ervin; and Commissioner Luis B. Santiago. Also, in attendance were City Manager Sha'mecca Lawson, City Attorney Burnadette Norris-Weeks and City Clerk Joanna Flores. Mayor John H. Taylor, Jr. arrived at 5:31 PM.

## 3. INVOCATION:

The Invocation was delivered by Commissioner Dr. Sherelean Bass.

## 4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was recited in unison.

## 5. PRESENTATION BY STANTEC:

- Impact Fee Study

The above ordinance was read by Attorney Norris Weeks..

Gregory Gay, Director of Planning and Community Development, introduced the Impact Fee Study presentation. Mr. Gay stated the city had been working on the impact fee update for more than one year and noted the City's existing impact fees had not been updated since 2015. Mr. Gay explained impact fees were assessed on new development and expansion and represented an important revenue source to support City services. Mr. Gay introduced Peter Napoli of Stantec, the consultant retained to conduct the study.

Mr. Napoli, Stantec Senior Manager, presented the Impact Fee Study and explained Stantec assisted municipalities throughout Florida with financial and impact fee analyses. Mr. Napoli stated the study recalculated the City's existing impact fees for parks, public safety, stormwater, water, and sewer. Mr. Napoli explained impact fees were one-time charges collected at the time of building permit issuance for new development only and did not impact

existing taxpayers. Mr. Napoli stated impact fees could only be used for capital improvements and not for operations or personnel.

Mr. Napoli reviewed the City's existing impact fee structure and outlined the updated calculations. He explained the methodology used to establish cost bases for each service and divide those costs across existing capacity. Mr. Napoli stated the updated calculations resulted in increased fees for parks, public safety, water, and sewer, while the stormwater fee reflected a minimal increase.

Mr. Napoli provided an illustrative example using a 1,500-square-foot single-family home to demonstrate the cumulative effect of the updated fees. He clarified the example was used solely for comparison and communication purposes and stated all new development types, including residential, commercial, industrial, and multifamily, were subject to impact fees. Mr. Napoli stated the example reflected an increase from approximately $5,200 to $7,300 in total impact fees.

Mr. Napoli reviewed recent changes to Florida impact fee law, explaining statutory caps limited the percentage and frequency of increases. He stated increases between zero and 25 percent must be phased in over two years, increases between 25 and 50 percent must be phased in over four years, and increases greater than 50 percent could not be adopted. Mr. Napoli explained impact fee increases were limited to once every four years under current law.

Mr. Napoli reviewed proposed phasing schedules for each impact fee category and recommended maintaining the existing stormwater impact fee due to the minimal change calculated. He presented comparative surveys showing the City's proposed fees remained within a mid-range compared to surrounding municipalities. Mr. Napoli outlined next steps, including adoption through ordinance, required public hearings, and a 90-day notice period prior to implementation.

*Commissioner Bass passed the gavel back to Mayor Taylor upon his arrival at the meeting.*

Commissioner Santiago asked whether the impact fee analysis applied only to single-family residential development and expressed concerns regarding affordability for Opa-locka residents. Mr. Napoli clarified the single-family example was illustrative only and confirmed all new development types would be subject to impact fees. He further explained certain affordable housing developments could qualify for statutory exemptions under state law.

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

Mr. Gay provided closing remarks and thanked the City Manager, Assistant City Manager, and staff for their work on the Impact Fee Study. Mr. Gay reiterated most impact fees applied to all new development, with the parks impact fee being the primary fee limited to residential development under state statute.

Commissioner Bass stated the presentation was thorough and confirmed the city had not updated impact fees since 2015. Mr. Napoli confirmed the timeframe and explained statutory changes now limited how often increases could occur.

Mayor Taylor asked a question regarding notice requirements and timing. Mr. Gay explained adoption would require two readings and a 90-day notice period, with the item anticipated to return to the City Commission in January.

**6. ADJOURNMENT:**

There being no further business to come before the City Commission, it was moved by Commissioner Bass, seconded by Commissioner Santiago, to adjourn the meeting at 5:42 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, December 10, 2025**
**6:00 PM**

## 1. CALL TO ORDER:

Mayor John H. Taylor, Jr. called the meeting to order at 6:07 PM on Wednesday, December 10, 2025, at the Opa-locka Government Center, 780 Fisherman Street, 3rd Floor Commission Chambers, Opa-locka, Florida.

## 2. ROLL CALL:

The following members of the City Commission were present: 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; Assistant City Manager George Ellis; City Attorney Burnadette Norris-Weeks; Assistant City Clerk Floralba Valdes-Wright; and City Clerk Joanna Flores.

## 3. INVOCATION:

The Invocation was delivered by Commissioner Dr. Sherelean Bass.

## 4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was recited in unison.

## 5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

There were none.

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

City Clerk Flores, on behalf of Vice Mayor Kelley, requested to defer items 13-7 and 13-8 until the January 14, 2026, City Commission meeting or a special City Commission meeting, whichever comes first.

Commissioner Ervin requested to pull item 13-9.

Commissioner Santiago requested to pull item 13-6 and defer item 13-9 until the first City Commission meeting in January.

On behalf of the City Manager's Office, City Clerk Flores requested to defer items 15.A.4 and 15.A.5 until January 28, 2026 City Commission meeting.

Mayor Taylor requested that the City Manager consider deferring items 16-A.1 and 16-A.2.

During discussion, Mayor Taylor stated the primary issue involved communication with residents and suggested the applicant meet with neighborhood residents to hear concerns and return to the City Commission following those discussions.

Commissioner Ervin supported deferral to allow additional community engagement.

Commissioner Santiago agreed and stated decisions should reflect input from residents of the affected neighborhood before the items returned to the City Commission.

A representative of the applicant stated certain items requested for deferral required two readings, while other items raised by residents required only one. The representative requested the City Commission allow the items requiring two readings to proceed on first reading and stated the applicant would meet with residents prior to second reading. The representative explained further deferral would delay the process until February or March.

City Manager Lawson confirmed the items would be deferred with no date certain.

Mayor Taylor reviewed the requested pulls and deferrals.

Commissioner Bass requested to pull item 13-3.

It was moved by Commissioner Santiago, seconded by Commissioner Bass, to approve the Consent Agenda.

There being no discussion, the motion to approve the Consent Agenda passed by a 4-0 vote.

Commissioner Ervin Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

## 7. APPROVAL OF AGENDA:

It was moved by Commissioner Santiago, seconded by Commissioner Bass, to approve the agenda.

There being no additional discussion, the motion to approve the agenda passed by a 4-0 vote.

Commissioner Ervin Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

## 8. APPROVAL OF MINUTES:

**Regular Commission Meeting Minutes — November 12, 2025**

It was moved by Commissioner Santiago, seconded by Commissioner Bass, to approve the November 12, 2025 Regular Commission Meeting Minutes.

There being no additional discussion, the motion to approve the minutes passed by a 4-0 vote.

Commissioner Ervin Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

**Special Commission Meeting Minutes — November 14, 2025**

It was moved by Commissioner Ervin, seconded by Commissioner Bass, to approve the November 14, 2025 Special Commission Meeting Minutes.

There being no additional discussion, the motion to approve the minutes passed by a 4-0 vote.

Commissioner Ervin Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

**Special Commission Meeting Minutes — November 24, 2025**

It was moved by Commissioner Ervin, seconded by Commissioner Bass, to approve the November 24, 2025 Special Commission Meeting Minutes.

There being no additional discussion, the motion to approve the minutes passed by a 4-0 vote.

Commissioner Ervin Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

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

There were none.

## 10. PUBLIC PRESENTATIONS:

**Chief Dr. Robin Starks**
**Opa-locka Police Department**

**Re: Red Light Cameras**

Sergeant Gonzalez presented the required annual survey responses pursuant to Florida Statute 316.008, noting the Police Department was required to present specific survey responses to the City Commission each year.

No questions were asked.

## 11. CITIZENS' FORUM:

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

City Clerk Flores stated there were no virtual public comments.

Mayor Taylor opened the Citizens' Forum.

Brian Dennis, 2140 York Street, thanked the City Commission for deferring a previously discussed item and stated the decision allowed additional time for community input while supporting development that encouraged economic growth and employment opportunities.

Audrey Dominguez, 1147 Jann Avenue, requested updates regarding the Civil Service Board and staffing changes. Ms. Dominguez raised concerns regarding a business located at 13135 NW 27th Avenue, identified as Manny's Tires, and requested Code Enforcement review. Ms. Dominguez also requested renewed support for small businesses, including a restaurant on NW 27th Avenue, and an update on a property approved for development at 13500 NW 17th Avenue.

Retired Chief Cheryl Cason thanked Mayor Taylor for the item deferrals, emphasized public safety, expressed support for the amnesty program, and encouraged compliance with new state requirements regarding vehicle license plate visibility.

Mayor Taylor closed Citizens' Forum.

Mayor Taylor advised the Civil Service Board matter was under review and confirmed efforts were underway to relaunch the City's business spotlight program.

City Manager Lawson confirmed Code Enforcement had reviewed the tire business location and clarified the property was located within Miami-Dade County jurisdiction.

Commissioner Santiago expressed support for local businesses and encouraged continued patronage.

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

1. **[13-3] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

The above resolution was read by City Attorney Norris-Weeks.

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

City Manager Lawson presented the item and explained the existing solid waste collection agreements had expired and issuance of a Request for Proposals would allow the city to solicit competitive proposals for residential and commercial solid waste services.

Commissioner Bass stated she would not support the item and City Manager Lawson could address with her individually.

Commissioner Santiago expressed support for issuing the RFP.

Mayor Taylor asked whether proposals had already been received. City Attorney Norris-Weeks confirmed no proposals had been received for the item.

There being no additional discussion, the motion to approve the resolution, passed by a 3-1 vote.

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

2. **[13-6] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIELD USAGE AGREEMENT BETWEEN THE CITY OF OPA-LOCKA AND WE MAKE FOOTBALLERS MIAMI, LLC; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

The above resolution was read by City Attorney Norris-Weeks.

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

City Manager Lawson explained the one-year agreement would allow use of Ingram Park Field for youth soccer practices and games, provide five Opa-locka residents free participation, and offer a 30 percent discount for additional residents. City Manager Lawson noted a substitute item adjusted usage hours to Tuesday through Friday from 5:30 PM to 8:00 PM and Saturdays from 10:00 AM to 5:00 PM.

Commissioner Santiago raised questions regarding park closing times, public access for residents, staffing coverage, and potential costs to the City. City Manager Lawson clarified park operating hours, confirmed there would be no cost to the City, and stated the agreement required the organization to coordinate scheduling, insurance, and staffing as applicable. City Manager Lawson confirmed the park would remain open to the public during scheduled activities.

Mayor Taylor asked questions regarding blackout dates, insurance coverage, and City priority for events. City Manager Lawson stated the organization would be required to submit schedules in advance, City events would take priority, and all promotional materials would require City approval prior to release.

Commissioner Ervin requested future review of Saturday park hours for residents. City Manager Lawson stated staff would review park hours as a separate matter.

There being no additional discussion, the motion to approve the resolution passed by a 4-0 vote.

Commissioner Ervin Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

**13. ADMINISTRATION:**

**CONSENT AGENDA:**

**1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LANDSHORE ENTERPRISES, LLC. TO INCLUDE SERVICES NEEDED FOR THE RESTORATION AND STABILIZATION OF THE BURLINGTON STREET CANAL SHORELINE IN AN AMOUNT NOT TO EXCEED EIGHT HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED SIXTY DOLLARS ($875,560.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

**2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL FROM PREMIERE DESIGN SOLUTIONS, INC. FOR THE PROVISION OF AN ADA COMPLIANCE ASSESSMENT AND TRANSITION PLAN; 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, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

   *Item was pulled for discussion.*

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF FLORIDA INDUSTRIAL PROPERTIES EIGHT, LLC FOR THE SALE OF CITY-OWNED PROPERTY PURSUANT TO RFP NO. 24-0501200 IN AN AMOUNT OF TWO HUNDRED EIGHTY THOUSAND DOLLARS ($280,000.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) COUNCIL 79, LOCAL 2068, EFFECTIVE AUGUST 1, 2025 THROUGH JULY 31, 2028; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIELD USAGE AGREEMENT BETWEEN THE CITY OF OPA-LOCKA AND WE MAKE FOOTBALLERS MIAMI, LLC; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

   *Item was pulled for discussion.*

7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ESTABLISH A PROCESS, POLICIES AND PROCEDURES FOR THE PROVISION OF ADVERTISING BANNERS ON PARK FENCING; DIRECTING THAT ANY REVENUE GENERATED SHALL BE USED TO SUPPORT PARKS AND RECREATIONAL PROGRAMMING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Vice Mayor Kelley*

8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO CONDUCT A FEASIBILITY STUDY TO UTILIZE BUS SHELTER ADVERTISING IN SUPPORT OF PARKS AND RECREATION PROGRAMMING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Vice Mayor Kelley*

9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING RESOLUTION 25-112 PERTAINING TO THE CITY'S CODE ENFORCEMENT LIEN AMNESTY PROGRAM; SPECIFICALLY DELETING THE ELIGIBILITY REQUIREMENT FOR APPLICANTS TO ACKNOWLEDGE AND CONSENT TO A FILED LIEN AND PROHIBITION ON THE SALE OF THE PROPERTY FOR A PERIOD OF THIRTY-SIX (36) MONTHS OR REPAY THE FULL AMOUNT OF THE LIEN; DELETING REQUIREMENT FOR THE APPLICATION ACCEPTANCE PERIOD TO BE A SEMI-ANNUAL PERIOD FROM JANUARY THROUGH FEBRUARY AND FROM AUGUST THROUGH SEPTEMBER FOR A PERIOD OF SIXTY (60) DAYS; REDUCE THE APPLICATION FEE FOR COMMERCIAL PROPERTIES FROM $500.00 TO $300.00; AMEND CONDITIONS OF APPROVAL TO REFLECT THAT PAYMENT FOR COMMERCIAL PROPERTIES BE MADE WITHIN SIXTY (60) DAYS FOR COMMERCIAL PROPERTIES AND UP TO SIX (6) MONTHS FOR RESIDENTIAL PROPERTIES; REQUIRE CREATION OF A POLICY WHEREBY A PROPERTY OWNER MAY AUTHORIZE ANOTHER INDIVIDUAL TO ACT AS A DESIGNATED REPRESENTATIVE FOR THE OWNER IN NEGOTIATIONS WITH THE CITY BY EXECUTING AN AFFIDAVIT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Santiago*

**14. NEW ITEMS:**

There were none.

**15. PLANNING & ZONING:**

**A. PUBLIC HEARINGS:**

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE SITE PLAN REVIEW REQUEST FOR THE CONSTRUCTION OF A 43,000 SQUARE-FOOT CATERING FACILITY ON THE TWELVE ADJACENT PROPERTIES LOCATED AT 2466 ALI BABA AVENUE AND IDENTIFIED BY FOLIOS 08-2122-004-0400, 08-2122-004-0390, 08-2122- 004-0380, 08-2122-004-0370, 08-2122-004-0360, 08-2122-004-0340, 08-2122- 004-0350, 08-2122-004-0330, 08-2122-004-0320, 08-2122-004-0310, 08-2122- 004-0300, AND 08-2122-004-0290, IN THE I-1 ZONING**

**DISTRICT, WITHIN THE CORRIDOR MIXED-USE OVERLAY AND THE INNOVATION DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

The above resolution was read by City Attorney Norris-Weeks.

It was moved by Commissioner Ervin, seconded by Commissioner Bass, to discuss Agenda Item 15-A.1.

City Manager Lawson presented the item and stated the applicant submitted a request for site plan review to construct a two-story Moorish-inspired industrial kitchen and warehouse facility. City Manager Lawson stated staff reviewed the application, determined all required information had been provided, and noted the item was previously presented to the Planning and Zoning Board on November 4.

Mayor Taylor opened the public hearing.

Sabrina Escobar, representing the applicant, addressed the City Commission and requested approval of the site plan and development agreement for a 43,000-square-foot industrial kitchen facility. Ms. Escobar stated the project was designed in coordination with City staff, complied with applicable codes, and reflected a long-term investment in the City.

Mayor Taylor closed the public hearing.

Mayor Taylor expressed support for redevelopment along Alibaba Avenue and welcomed the project as a positive change for the area.

Commissioner Bass asked about employment opportunities.

Ms. Escobar stated the project would provide opportunities for local hiring, including participation in a job fair, and estimated the expansion could result in approximately 50 additional employees over time.

Commissioner Santiago welcomed the applicant to the City and expressed support for the project's contribution to economic development.

There being no additional discussion, the motion to approve the resolution passed by a 4-0 vote.

Commissioner Ervin Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE DEVELOPMENT AGREEMENT REVIEW REQUEST FOR THE CONSTRUCTION OF A 43,000 SQUARE-FOOT CATERING FACILITY ON THE TWELVE (12) ADJACENT PROPERTIES LOCATED AT 2466 ALI BABA AVENUE AND IDENTIFIED BY FOLIOS 08- 2122-004-0400, 08-2122-004-0390, 08-2122-004-0380, 08-2122-004-0370, 08- 2122-004-0360, 08-2122-004-0340, 08-2122-004-0350, 08-2122-004-0330, 08- 2122-004-0320, 08-2122-004-0310, 08-2122-004-0300, AND 08-2122-004-0290, IN THE I-1 ZONING DISTRICT, WITHIN THE CORRIDOR MIXED-USE OVERLAY AND THE INNOVATION DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

The above resolution was read by City Attorney Norris-Weeks.

*Mayor Taylor passed the gavel to Commissioner Ervin.*

It was moved by Commissioner Santiago, seconded by Commissioner Bass, to discuss Agenda Item 15-A.2.

City Manager Lawson presented the item as a companion to the previously approved site plan review for the catering facility and stated the item was also presented to the Planning and Zoning Board on November 4. City Manager Lawson advised staff was available to answer any questions.

Commissioner Ervin opened the public hearing. No one came forth to speak. Commissioner Ervin closed the public hearing.

*Commissioner Ervin passed the gavel back to Mayor Taylor.*

Mayor Taylor stated prior concerns had been addressed during the preceding item and requested the presentation materials be provided for reference.

Additional clarification was provided regarding the project's exterior design, phased construction approach, and intended use as an industrial kosher catering facility serving institutional clients.

Ms. Escobar explained Phase One would include construction of the primary kitchen, loading areas, and offices, with Phase Two to be constructed following operational success, and estimated full buildout could occur within several years.

There being no additional discussion, the motion to approve the resolution passed by a 4-0 vote.

Commissioner Ervin Yes
Commissioner Santiago Yes

Commissioner Bass Yes
Mayor Taylor Yes

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE SPECIAL EXCEPTION REQUEST FOR THE OPERATION OF A LIQUOR STORE ON THE PROPERTY LOCATED AT 13449 NW 42ND AVENUE AND IDENTIFIED BY FOLIO 08-2129-016-0010 IN THE LIBERAL INDUSTRIAL (I-3) ZONING DISTRICT AND WITHIN THE CORRIDOR MIXED-USE DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

The above resolution was read by City Attorney Norris-Weeks.

It was moved by Commissioner Bass, seconded by Commissioner Ervin, to discuss Agenda Item 15-A.3.

City Manager Lawson presented the item and stated the applicant requested approval to operate a retail liquor store within the property located at 13449 Northwest 42nd Avenue. City Manager Lawson noted the request was for a special exception and had been presented to the Planning and Zoning Board on November 4.

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

Commissioner Bass asked whether concerns raised during the agenda briefing had been addressed. City Manager Lawson stated the concerns were not addressed within the current item and would require separate action by the City Commission.

Mayor Taylor asked for clarification regarding the property location, and City Manager Lawson confirmed the site was located at the flea market property and the request was for retail sales only, with no on-site consumption.

There being no additional discussion, the motion to approve the resolution passed by a 4-0 vote.

Commissioner Ervin Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CONSIDERING THE FINAL SITE PLAN REVIEW REQUEST FOR THE CONSTRUCTION OF TWO COMMERCIAL MIXED-USE BUILDINGS ON THE PROPERTY LOCATED AT 1700 SERVICE ROAD AND IDENTIFIED BY FOLIO 08-2122-005-2170 IN THE R-TH ZONING**

**DISTRICT AND WITHIN THE CORRIDOR MIXED-USE OVERLAY; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

*Item was deferred.*

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CONSIDERING THE DEVELOPMENT AGREEMENT REVIEW REQUEST FOR THE CONSTRUCTION OF TWO COMMERCIAL MIXED-USE BUILDINGS ON THE PROPERTY LOCATED AT 1700 SERVICE ROAD AND IDENTIFIED BY FOLIO 08-2122-005-2170 IN THE R-TH ZONING DISTRICT AND WITHIN THE CORRIDOR MIXED-USE OVERLAY: PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

*Item was deferred.*

**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, CONSIDERING THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP FOR A 7.58 ACRE PARCEL, LOCATED AT 1700 SERVICE ROAD AND IDENTIFIED BY FOLIO 08-2122-005- 2170; AMENDING THE LAND USE DESIGNATION FOR THE PROPERTY FROM LOW MODERATE DENSITY RESIDENTIAL TO A COMMERCIAL LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

*Item was deferred.*

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CONSIDERING THE REZONING REQUEST FOR APPROXIMATELY 7.58 ACRES OF LAND, LOCATED AT 1700 SERVICE ROAD AND IDENTIFIED BY FOLIO 08-2122-005-2170 FROM THE CURRENT RESIDENTIAL TOWNHOUSE (R-TH) ZONING DISTRICT TO THE COMMERCIAL INTENSIVE (B-3) ZONING DISTRICT TO ALLOW FOR THE CONSTRUCTION OF TWO COMMERCIAL USE BUILDINGS ON THE PROPERTY LOCATED WITHIN THE CORRIDOR MIXED-USE OVERLAY DISTRICT: PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

*Item was deferred.*

3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FLORIDA INDUSTRIAL PROPERTIES EIGHT, LLC FOR THE SALE OF PROPERTY AND RELOCATION OF THE WATER MAIN ON THE PROPERTY KNOWN AS "THE WATER TANK PROPERTY"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.** Spon*sored by City Manager*

The above ordinance was read by City Attorney Norris-Weeks.

It was moved by Commissioner Ervin, seconded by Commissioner Santiago, to discuss Agenda Item 16-A.3.

City Manager Lawson presented the item and stated authorization had previously been granted to negotiate with the proposed buyer for the sale of the property. City Manager Lawson explained negotiations resulted in an agreement requiring the buyer to incur all costs associated with relocation of the existing 12-inch water main located on the property, which served City infrastructure.

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

City Attorney Norris-Weeks confirmed there were no changes to the negotiated terms.

Mayor Taylor commended City Manager Lawson, City staff, and the City Attorney's Office for successful negotiations protecting City infrastructure interests.

There being no additional discussion, the motion to approve the ordinance on first reading passed by a 4-0 vote.

Commissioner Ervin Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

4. **AN ORDINANCE OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE IV ENTITLED "PURCHASING" OF THE CITY'S CODE OF ORDINANCES; AMENDING SECTION 2-361 RELATING TO "PUBLIC PRIVATE PARTNERSHIP; SPECIFICALLY AMENDING SUBSECTION (D)(2) ENTITLED "UNSOLICITED DETAILED PROPOSALS" TO REDUCE THE PROPOSAL REVIEW FEE FROM $50,000.00 TO $25,000.00; PROVIDE THAT IN THE CASE WHERE A PRIVATE ENTITY HAS ALREADY PAID**

**FOR REVIEW OF A SUBSTANTIALLY SIMILAR CONCEPTUAL PROPOSAL, REDUCING THE FEE FOR REVIEW FROM $45,000.00 TO $20,000.00; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Santiago*

The above ordinance was read by City Attorney Norris-Weeks.

It was moved by Commissioner Santiago, seconded by Commissioner Bass, to discuss Agenda Item 16-A.4.

Commissioner Santiago stated the ordinance proposed revisions to the City's P3 application fee structure. He explained the existing fee of up to $50,000 was significantly higher than comparable fees in other Florida municipalities and could discourage investment. Commissioner Santiago supported retaining a $5,000 non-refundable application fee and reducing the remaining review fee to $20,000, for a total of $25,000, while allowing additional costs to be assessed if specialized consultant services were required.

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

Commissioner Bass expressed concerns regarding potential revenue loss to the City and proposed a friendly amendment to reduce the fees incrementally rather than by half, suggesting revised amounts of $35,000 and $30,000.

Commissioner Ervin stated research indicated $25,000 was consistent with statewide norms and expressed concern regarding non-refundable fees when projects were not approved. She requested clarification regarding how the original $50,000 fee was established.

Planning Director Gregory Gay explained the higher fee reflected potential consultant costs needed for complex P3 reviews, including financial, infrastructure, and operational analyses beyond staff capacity. Mr. Gay stated the additional allocation ensured the City would not incur costs associated with third-party expert review.

City Attorney Norris-Weeks explained the ordinance allowed the City to request additional funds if the initial proposal fee proved insufficient to cover review costs and stated the language was intended to protect the City from unanticipated expenses.

Commissioner Bass stated concerns about frequent negative comparisons of Opa-locka to other cities and urged a more positive, forward-looking approach that emphasized opportunity and high expectations. Commissioner Bass supported the ordinance but recommended reducing the fees incrementally rather than by an immediate 50 percent and requested clearer information regarding potential revenue impacts before adopting substantial changes.

Mayor Taylor stated the ordinance was intended to invite development partnerships rather than generate revenue and supported reducing the fee while maintaining protections for City costs. He clarified the vote concerned the fee structure applied to P3 proposal review.

There being no additional discussion, the motion to approve the ordinance on first reading, passed by a 3-1 vote.

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

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 19, ARTICLE I, SECTION 19-4, ENTITLED "OBSTRUCTIONS GENERALLY", OF THE CITY'S CODE OF ORDINANCES, TO ESTABLISH STREET SWEEPING REGULATIONS; 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 was held on November 12, 2025).** *Sponsored by City Manager*

The above ordinance was read by City Attorney Norris-Weeks.

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

City Manager Lawson outlined the ordinance establishing regulations and penalties for street sweeping, including parking restrictions, signage, and enforcement procedures.

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

City Manager Lawson confirmed no changes to the ordinance and stated implementation would include an educational period, installation of signage, and distribution of informational flyers to residents and business owners prior to enforcement.

Mayor Taylor emphasized the importance of advance notice and clear communication of sweeping schedules.

There being no additional discussion, the motion to approve the ordinance, on second reading passed by a 4-0 vote.

Commissioner Ervin Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE-YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR CANAL MAINTENANCE, AT AN ANNUAL COST OF TWO HUNDRED FIFTY-TWO THOUSAND ONE HUNDRED SIXTY-TWO DOLLARS ($252,162.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing was held on November 12, 2025).** *Sponsored by City Manager*

The above ordinance was read by City Attorney Norris-Weeks.

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

City Manager Lawson presented the agreement for ongoing maintenance of the City's canal system, including debris removal, culvert cleaning, waterline maintenance, mechanical harvesting, and mowing of canal banks and slopes. City Manager Lawson confirmed no changes were made between first and second reading.

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

Commissioners discussed seawall maintenance, canal dumping concerns near industrial and residential areas, and emphasized reporting violations to allow Code Enforcement and Police to address improper disposal.

There being no additional discussion, the motion to approve the ordinance, on second reading passed by a 4-0 vote.

Commissioner Ervin Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

**C. RESOLUTION(S):**

There were none.

## 17. CITY MANAGER'S REPORT:

City Manager Lawson stated she submitted a written report and was available for questions.

Commissioner Ervin thanked City Manager Lawson and City staff for ongoing maintenance efforts, beautification projects, and infrastructure improvements, including paving work at City parks.

Commissioner Bass raised concerns regarding illegal dumping and furniture disposal along Sharazad Boulevard and surrounding areas. City Manager Lawson advised Code Enforcement continued issuing citations and stated staff would consult with the City Attorney regarding additional nuisance enforcement options.

Mayor Taylor also discussed lighting assessments, trash receptacle installations, tree replacement along Opa-locka Boulevard, and progress on Cairo Lane, with staff confirming actions were underway.

## 18. OFFICIAL BOARD REPORTS:

A report from the Charter Review Board was provided by Brian Dennis, advising proposed legislation related to City Commission benefits and compensation was under review and anticipated for future City Commission consideration.

## 19. MAYOR/COMMISSION REPORTS:

**Mayor John H. Taylor, Jr.**

- **Fiscal Oversight**

**Vice Mayor Joseph L. Kelley**

- **Fiscal Responsibility & Accountability**

City Manager Lawson provided a brief update on financial oversight and stated the City remained on task with the efficiency audit. City Manager Lawson advised staff continued responding promptly to ongoing information requests from the auditors and noted a completion timeline had not yet been provided due to additional data requests.

Commissioner Bass highlighted recent holiday events, including Holiday Bingo, and announced upcoming community initiatives, including a citizenship assistance drive, an entrepreneurship training program, and a vendor outreach event with Miami-Dade County Public Schools.

Commissioner Santiago shared holiday greetings, thanked staff and volunteers for turkey distribution efforts, discussed upcoming workshops, and encouraged participation in toy giveaways and community events.

Commissioner Ervin thanked staff for successful holiday programming, announced upcoming toy drives, and encouraged City employees to attend the employee holiday event.

Mayor Taylor provided updates on City Hall on Wheels services, upcoming workshops, holiday lighting initiatives, and confirmed no additional City Commission meetings would be held during the holiday period.

**20. OFFICIAL BOARD APPOINTMENTS:**

Commissioner Santiago appointed Eugene Stanley to the Teen and Young Adult Community Relations Advisory Board.

City Manager Lawson was requested to prepare outreach materials promoting youth board participation.

**21. ADJOURNMENT:**

There being no further business to come before the City Commission, it was moved by Commissioner Santiago, seconded by Commissioner Ervin to adjourn the meeting at 8:14 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"***

**CITY COMMISSION WORKSHOP**
**Thursday, December 11, 2025**
**6:00 PM**

## 1. CALL TO ORDER:

Mayor John H. Taylor, Jr. called the workshop to order at 6:07 PM on Thursday, December 11, 2025, at the 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: Commissioner Natasha L. Ervin; Commissioner Luis B. Santiago; and Mayor John H. Taylor, Jr. Also in attendance were City Manager Sha'mecca Lawson, and City Clerk Joanna Flores. Commissioner Dr. Sherelean Bass arrived at 6:36 PM.

## 3. PRESENTATION BY CITY STAFF:

*The workshop was conducted bilingually, with remarks delivered in English and translated into Spanish throughout.*

Mayor Taylor explained that the purpose of the workshop was to review the City's recreational vehicle ordinance, outline existing regulations, present proposed amendments, and receive resident feedback on changes developed in response to prior community input.

Commissioner Santiago stated that the workshop was intended to resolve outstanding concerns before the ordinance proceeded to formal readings.

Planning and Development Director Gregory Gay outlined the goals of the proposed amendments, including protecting neighborhood character, property values, public safety, and infrastructure. He reviewed the recreational vehicle types addressed by the ordinance. He explained that the amendments would allow one recreational vehicle on single-family (R-1) and duplex (R-2) properties, subject to conditions. The vehicle could not exceed thirty-five feet in length and would be required to park on an improved surface, remain visible, mounted on wheels, display current registration, and be registered annually with the City for a proposed $50 fee. Owners would be required to submit a sworn affidavit confirming compliance and non-habitation.

Director Gay stated that recreational vehicles would be prohibited from use as living space and from connections to utilities. Only one recreational vehicle would be permitted per residential property, and recreational vehicles would remain prohibited in multifamily developments. Violations could result in code enforcement actions, including fines.

Director Gay reviewed enforcement procedures, stating that property owners would receive a warning period of approximately seven to thirty days, followed by fines for continued violations. Inspections would occur annually upon registration or in response to complaints or observed violations.

*Mayor Taylor departed the workshop.*

*Commissioner Bass joined the dais at approximately 6:48 PM.*

Commissioner Ervin raised concerns regarding cumulative fines and repeat offenders and asked whether payment options would be available. City Manager Lawson stated that violations would be addressed through code enforcement, with the opportunity to appear before a Special Magistrate. Commissioner Ervin requested a plan and process for repeat offenders.

Commissioner Santiago stated that the ordinance sought to balance property rights with neighborhood protections and acknowledged resident concerns regarding affidavits, inspections, fees, and utility restrictions.

Public comment was opened.

Haydel Neyra, 1060 Sultan Avenue, questioned why recreational vehicles would be permitted to park in front yards while boats were allowed greater flexibility. He stated that recreational vehicles were more visually intrusive when parked in front of homes and objected to the requirement for a sworn affidavit, stating that it pressured homeowners to self-incriminate. He opposed utility shutoffs as an enforcement tool and raised concerns regarding inspections and entry onto private property.

Luis Gálvez, 1206 Wilmington Street, stated concern regarding inspections of private property and described the home as a private space. Mr. Gálvez disputed claims that recreational vehicles reduced property values and stated that values in the area had increased. He expressed support for law and order but urged the City Commission to continue refining the ordinance prior to adoption.

Director Gay addressed questions regarding inspections and code compliance. He stated that recreational vehicle inspections would not occur routinely, but would take place annually upon registration or in response to verified complaints or observed violations. He explained that inspections would be conducted by the City's Code Compliance Division.

Code Compliance Supervisor Wilma Wilcox further clarified that an initial inspection would occur when a recreational vehicle was registered with the city. Additional inspections would occur only if a complaint was received or if code compliance officers observed a violation during routine patrols, including indications of occupancy or utility connections. Staff emphasized that inspections were complaint-driven or observation-based and not conducted on a recurring monthly basis.

Guillermina Gomez requested clarification regarding the maximum allowable recreational vehicle length. Ms. Gomez objected to paying a registration fee to park a recreational vehicle on private property and questioned whether similar fees existed elsewhere in Florida. She stated that the City faced broader challenges and urged the City Commission to consider the community's working- and middle-class character when regulating recreational vehicles.

Commissioner Bass disagreed with requiring an affidavit but supported inspections.

**4. NEXT STEPS:**

Commissioner Santiago stated that registration fees, affidavit language, inspection authority, emergency allowances, and utility restrictions would be refined before the first reading.

**5. CLOSING REMARKS:**

Commissioner Santiago thanked participants and announced that the first reading was scheduled for January 14, 2026.

**6. ADJOURNMENT:**

There being no further business to come before the City Commission, the workshop was adjourned at 7:47 PM.

_____
John H. Taylor, Jr., Mayor

ATTEST:

_____
Joanna Flores, City Clerk

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

Sponsored by: Vice Mayor Kelley

**RESOLUTION NO. XX-XXXX**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ESTABLISH A PROCESS, POLICIES AND PROCEDURES FOR THE PROVISION OF ADVERTISING BANNERS ON PARK FENCING; DIRECTING THAT ANY REVENUE GENERATED SHALL BE USED TO SUPPORT PARKS AND RECREATIONAL PROGRAMMING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENOR'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Opa-Locka ("City") seeks to improve parks and recreation programming to benefit local residents; and

**WHEREAS,** allowing limited and well-regulated advertising on park fencing can provide an opportunity for local businesses, organizations and community partners to support parks and recreational programs; and

**WHEREAS,** the City Commission desires that the City Manager establish a process, policies, and procedures for the provision of advertising banners on park fencing to include a process for approval, installation, and maintaining advertising banners; and

**WHEREAS**, the City Commission further directs that any revenue generated from advertising shall be used to support parks and recreational programming; and

**WHEREAS**, the City Commission finds it in the best interests of the City Manager to authorize the City Manager to establish a process, policies, and procedures for the provision of advertising on park fencing to support parks and recreational programming.

**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 authorizes the City Manager to establish a process, policies, and procedures for the provision of advertising on park fencing utilizing any revenue generated to support parks and recreational programming 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 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**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **City Manager:** | Sha'mecca Lawson | | | **CM Signature:** | | | |
| **Commission Meeting Date:** | 1.14.2026 | | **Item Type:** *(Enter X in the box)* | **Resolution** | **Ordinance** | **Other** | |
| | | | | X | | | |
| **Fiscal Impact:** *(Enter X in the box)* | **Yes** | **No** | **Ordinance Reading:** *(Enter X in the box)* | | **1st Reading** | **2nd Reading** | |
| | | | | | | | |
| | X | | **Public Hearing:** *(Enter X in the box)* | | **Yes** | **No** | **Yes** | **No** |
| | | | | | | X | | X |
| **Funding Source:** *Account#:* **44-538638** | *(Enter Fund & Dept.)* | | **Advertising Requirement:** *(Enter X in the box)* | | **Yes** | **No** | |
| | | | | | | X | |
| **Contract/P.O. Required:** *(Enter X in the box)* | **Yes** | **No** | **RFP/RFQ/Bid#:** | | *N/A* | | |
| | X | | | | | | |
| **Strategic Plan Related** *(Enter X in the box)* | **Yes** | **No** | **Strategic Plan Priority Area:** | | **Strategic Plan Obj./Strategy:** (*list the specific objective/strategy this item will address)* | | |
| | X | | Enhance Organization ☐<br>Bus. & Economic Development ☐<br>Public Safety ☐<br>Quality of Education ☐<br>Qual. of Life & City Image ■<br>Communication ☐ | | | | |
| **Sponsor Name:** | Vice Mayor Kelley | | **Department:** | | City Commission | | |

**Short Title:**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA DIRECTING THE CITY MANAGER TO ESTABLISH A STRUCTURE AND PROCESS TO ALLOW ADVERTISING BANNERS ON PARK FENCING AND DIRECTING THAT RESULTING REVENUE BE USED TO SUPPORT PARKS AND RECREATION PROGRAMS.**

**Staff Summary:**

The City Commission seeks to maintain and improve Parks and Recreation programs that benefit all residents. The sponsor believes that permitting limited and well-regulated advertising on park fencing can provide an opportunity for local businesses, organizations, and community partners to support Parks and Recreation programs. To ensure that such activities align with community values, aesthetic standards and park use policies, the City

Manager shall be directed to establish a clear structure and transparent process for approving, installing, and maintaining advertising banners.

**Financial Impact** – This program could provide a small amount of incremental revenue, not currently quantified, to assist in strengthening some Parks & Recreation programs. Development of a program to allow advertising banners should not have any material cost for the City.

**Proposed Action:**

Staff will adhere to the direction of the City Commission.

**Attachment(s):**

Sponsored by: Vice Mayor Kelley

**RESOLUTION NO. XX-XXXX**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO CONDUCT A FEASIBILITY STUDY TO UTILIZE BUS SHELTER ADVERTISING IN SUPPORT OF PARKS AND RECREATION PROGRAMMING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENOR'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Opa-Locka ("City") is committed to providing high-quality parks and recreation programming; and

**WHEREAS,** the City Commission seeks to identify cost-effective, innovative strategies to increase awareness of recreational offerings and generate supplemental funding for City park programming; and

**WHEREAS,** the City Commission desires to determine the feasibility of utilizing bus shelter advertising as a potential revenue source or promotional opportunity to assist the City in supporting and expanding parks and recreational programming; and

**WHEREAS**, the City Commission finds it in the best interests of the City Manager to conduct a feasibility study to utilize bus shelter advertising in support of parks and recreation programming.

**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 directs the City Manager to conduct a feasibility study to utilize bus shelter advertising in support of parks and recreation programming.

**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 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**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **City Manager:** | Sha'mecca Lawson | | | **CM Signature:** | | | |
| **Commission Meeting Date:** | 1.14.2026 | | **Item Type:** *(Enter X in the box)* | **Resolution** | **Ordinance** | **Other** | |
| | | | | X | | | |
| **Fiscal Impact:** *(Enter X in the box)* | **Yes** | **No** | **Ordinance Reading:** *(Enter X in the box)* | | **1st Reading** | **2nd Reading** | |
| | X | | **Public Hearing:** *(Enter X in the box)* | | **Yes** / **No** | **Yes** / **No** | |
| | | | | | X | X | |
| **Funding Source:** *Account#:* **44-538638** | *(Enter Fund & Dept.)* | | **Advertising Requirement:** *(Enter X in the box)* | | **Yes** | **No** | |
| | | | | | | X | |
| **Contract/P.O. Required:** *(Enter X in the box)* | **Yes** | **No** | **RFP/RFQ/Bid#:** | | *N/A* | | |
| | X | | | | | | |
| **Strategic Plan Related** *(Enter X in the box)* | **Yes** | **No** | **Strategic Plan Priority Area:** Enhance Organization ☐ Bus. & Economic Development ■ 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 | | **Department:** | | City Commission | | |

**Short Title:**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA DIRECTING THE CITY MANAGER TO EXPLORE THE FEASIBILITY TO UTILIZE BUS SHELTER ADVERTISING TO SUPPORT THE CITY'S PARKS AND RECREATION PROGRAMMING.**

**Staff Summary:**

The City Commission is committed to providing high-quality parks and recreation programs that enhance community well-being, public health, and quality of life. The City seeks to identify cost-effective and innovative strategies to increase awareness of recreational offerings and to generate supplemental funding for such programs. The sponsor desires to utilize the bus shelter advertising as a potential revenue source or promotional opportunity that could help support and expand parks and recreation programming. The City

Manager shall be directed to explore the feasibility of advertising on the city's bus shelters and report all finding to the City Commission for consideration.

**Financial Impact-** This program could provide a small amount of revenue, not currently quantified, assisting in the strengthening of the Parks & Recreation programs. Development of a program to allow Bus Shelter advertising should not have any material cost for the City

| **Proposed Action:** |
|---|

Staff will adhere to the direction of the City Commission.

| **Attachment(s):** |
|---|

Sponsored by: Commissioner Santiago

**RESOLUTION NO. 2025-___**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING RESOLUTION 25-112 PERTAINING TO THE CITY'S CODE ENFORCEMENT LIEN AMNESTY PROGRAM; SPECIFICALLY DELETING THE ELIGIBILITY REQUIREMENT FOR APPLICANTS TO ACKNOWLEDGE AND CONSENT TO A FILED LIEN AND PROHIBITION ON THE SALE OF THE PROPERTY FOR A PERIOD OF THIRTY (36) MONTHS OR REPAY THE FULL AMOUNT OF THE LIEN; DELETING REQUIREMENT FOR THE APPLICATION ACCEPTANCE PERIOD TO BE A SEMI-ANNUAL PERIOD FROM JANUARY THROUGH FEBRUARY AND FROM AUGUST THROUGH SEPTEMBER FOR A PERIOD OF SIXTY (60) DAYS; REDUCE THE APPLICATION FEE FOR COMMERCIAL PROPERTIES FROM $500.00 TO $300.00; AMEND CONDITIONS OF APPROVAL TO REFLECT THAT PAYMENT FOR COMMERCIAL PROPERTIES BE MADE WITHIN SIXTY (60) DAYS FOR COMMERCIAL PROPERTIES AND UP TO SIX (6) MONTHS FOR RESIDENTIAL PROPERTIES; REQUIRE CREATION OF A POLICY WHEREBY A PROPERTY OWNER MAY AUTHORIZE ANOTHER INDIVIDUAL TO ACT AS A DESIGNATED REPRESENTATIVE FOR THE OWNER IN NEGOTIATIONS WITH THE CITY BY EXECUTING AN AFFIDAVIT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** through passage of 2025-112, the City Commission of the City of Opa-Locka ("City") offered property owners an opportunity to ease financial burdens on their properties; and

**WHEREAS,** previously, Resolution 2025-053 rescinded the amnesty program for outstanding Code Enforcement fines and liens, in order to allow for an extensive evaluation and presentation of recommendations by the City Manager to the City Commission; and

**WHEREAS,** said evaluation was completed and approved by the City Commission pursuant to Resolution 2025-112. The City Commission now desires to amend Resolution 2023-112 pertaining to the City's Amnesty Program to promote compliance and improve overall neighborhood conditions; and

**WHEREAS,** the City Commission desires to specifically amend Resolution 2025-112 to**: i)** delete the eligibility requirement for applicants to acknowledge and consent to a filed lien and prohibition on the sale of the property for a period of thirty (36) months or repay the full amount of the lien; **ii)** delete the requirement for the application acceptance period to be a semi-annual period from January through February and August through September for a period of sixty (60) days; **iii)** to amend the application fee for commercial properties to be reduced from $500.00 to $300.00; **iv)** to amend to conditions of approval to reflect that payment for commercial properties be made within sixty (60) days for commercial properties and up to six (6) months for residential properties; and **v**) to require creation of a policy whereby a property owner may authorize another individual to act as a designated representative for the owner in negotiations with the City by executing an affidavit; and

**WHEREAS,** the City Commission of the City of Opa-Locka finds it is in the best interests of the City and its residents to amend the City's Code Compliance Amnesty Program consistent with the amendments set forth herein.

**NOW THEREFORE, BE IT RESOLVED 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 Resolution.

**Section 2.** Amendment to the Lien Amnesty Program. The City Commission of the City of Opa-Locka hereby amends Resolution 2025-112 pertaining to the City's Code Enforcement Lien Amnesty Program ("the Program") for eligible property owners who have outstanding code enforcement liens as set forth herein:

A. Purpose
   To encourage property owners to voluntarily comply with City Codes, through the incentives of a reduction of certain penalties, fees, or enforcement actions for a specific period.

B. Eligibility

   I. Eligible Participants:

- Residential and commercial property owners who were cited for Code Compliance violations and have cured all infractions at the commencement of the application period.
- No outstanding violations on any other properties owned within city limits.
- Applicants whom have demonstrated good faith efforts to address citations/violations.
- ~~**Applicants shall acknowledge and consent to a filed lien and prohibition on the sale of the property for a period of thirty (36) months or shall repay the full amount of the lien.**~~

II. Ineligible Participants:

- Property owners that are affiliate parties of ongoing legal actions against the City.
- Property owners previously granted amnesty.
- Properties that are the subject of pending foreclosure action.

~~C. Applications~~

~~**I. Acceptance period:**~~

- ~~**Applications will be accepted semi-annually (ie. January-February, August- September) for a period of 60 days.**~~

II. Requirements:

- Applicants must submit the following to Code Compliance:
  a. A completed Amnesty Application Form
  b. A signed and notarized affidavit acknowledging the violation(s)
  c. A proposed compliance plan and timeline (if applicable)
  d. Documentation of ownership

D. Fees:

- Application fees are due at the submission of the application.
  - Residential properties: $100.00
  - ~~o~~ Commercial properties: ~~$500.00~~ **$300.00**

E. Review and Enforcement:

- All applications will be reviewed by the City Manager to determine the fee reduction up to 85% reduction of fees. Any request exceeding 85% must be approved by the City Commission.
- Unsolicited inspections may be conducted to verify continuous compliance.

F. Conditions of Approval

a. Upon approval, payment must be made within sixty (60) days **for commercial properties and up to six (6) months for residential properties,** no extensions will be granted beyond the deadline.
b. Enforcement action shall immediately cease
c. The City will release liens upon settlement
d. Failure to remit full payment within the timeframe will:
    i. Deem amnesty approval null and void.
    ii. Reinstate all applicable penalties and enforcement actions.
    iii. Prohibition of future amnesty programs.

G. Public Outreach

a. A citywide outreach campaign will include:
    i. Advertisements on all City's social media platforms
    ii. City's website

**H. The City Manager is authorized to create a policy whereby a property owner may authorize another individual to act as a designated representative for the owner in negotiations with the City by executing an affidavit**

**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 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**:

Sponsored by: Commissioner Santiago

_____
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:** | 1.14.2026 | | **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 |
| | | X | **Public Hearing:** *(Enter X in box)* | | **Yes** | **No** | **Yes** / **No** |
| | | | | | X | | X |
| **Funding Source:** *Account#:* | *(Enter Fund & Dept)* Ex: See Financial Impact section below | | **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:** | | **Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)* | | |
| | X | | **Enhance Organizational** ☐<br>**Bus. & Economic Dev** ■<br>**Public Safety** ☐<br>**Quality of Education** ☐<br>**Qual. of Life & City Image** ■<br>**Communication** ☐ | | Bus. & Economic Development<br>Qual. of Life & City Image | | |
| **Sponsor Name** | Commissioner Santiago | | **Department:** | | City Commission | | |

## Short Title:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AMENDING RESOLUTION NO. 25-112, AUTHORIZING THE RE-ESTABLISHMENT OF THE CITY'S CODE ENFORCEMENT LIEN AMNESTY PROGRAM.**

## Staff Summary:

The City Commission adopted Resolution No. 25-112 which authorized the re-establishment of the Code Enforcement Lien Amnesty Program with additional requirements.
The sponsor desires to propose the following amendments to the program:

Section 2(8)1: Delete the section that reads: "Applicants shall acknowledge and consent to a filed lien and prohibition on the sale of the property for a period of thirty-six (36) months or shall repay the full amount of the lien".
Section 2(C)1: Delete the acceptance period.
Section 2(D): Amend application Fee for commercial properties to be reduced from $500.00 to $300.00.

Section 2(F)A: Amend to reflect that payment should be made within 60 days for commercial properties and up to 6 months for residential properties.

Include new language to the Opa-locka Amnesty Policy to establish a process allowing a property owner to execute an affidavit authorizing a prospective buyer or designated representative to negotiate with the City on the owner's behalf.

## Financial Impact:

**Financial Impact-** With the reduction in the application fee, there may be incremental reduction in revenues associated with the program.

## Proposed Action:

Staff will adhere to the direction of the City Commission.

## Attachment:

Sponsored by: City Manager

**RESOLUTION NO. 25-112**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE RE-ESTABLISHMENT OF A CODE ENFORCEMENT LIEN AMNESTY PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City Commission of the City of Opa-Locka ("City") desires to offer property owners an opportunity to ease financial burdens on their properties; and

**WHEREAS,** Resolution 25-053 rescinded the amnesty program for outstanding Code Enforcement fines and liens, in order to allow for an extensive evaluation and presentation of recommendations by the City Manager to the City Commission; and

**WHEREAS,** the Code Compliance Amnesty Program is a valuable tool for the City of Opa-Locka to promote compliance and improve overall neighborhood conditions; and

**WHEREAS,** the intent of the program is to remove financial and legal barriers that may discourage residents and business owners from addressing their code violations, thereby encouraging voluntary corrective action through reduced fines during a limited time period; and

**WHEREAS,** Applicants shall acknowledge and consent to a filed lien and prohibition on the sale of the property for a period of thirty (36) months or shall repay the full amount of the lien; and

**WHEREAS,** if the property owner sales/conveys the subject property within thirty-six (36) months from the date of execution, the property owner will be required to repay the full amount of the original lien; and

**WHEREAS**, some violations stem from lack of awareness, financial hardship, or other barriers, and the program demonstrates the City's willingness to work with residents and business owners to achieve compliance; and

**WHEREAS,** the City Manager has reviewed prior program guidelines and now recommends revisions including: eligibility for both commercial and residential applicants; establishment of an application acceptance period; public outreach

measures; conditions and types of approval; program sunset and evaluation provisions; maximum reduction rates; and penalties and prohibitions; and

**WHEREAS,** the City Commission of the City of Opa-Locka finds it is in the best interest of the City and its residents to authorize the re-establishment of the Code Compliance Amnesty Program consistent with the recommendations of the City Manager.

**NOW THEREFORE, BE IT RESOLVED 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 Resolution.

**Section 2.** Establishment of Lien Amnesty Program. The City Commission of the City of Opa-Locka hereby re-establishes a Code Enforcement Lien Amnesty Program ("the Program") in the City of Opa-Locka for eligible property owners who have outstanding code enforcement liens as set forth herein:

A. Purpose
To encourage property owners to voluntarily comply with City Codes, through the incentives of a reduction of certain penalties, fees, or enforcement actions for a specific period.

B. Eligibility

I. Eligible Participants:
- Residential and commercial property owners who were cited for Code Compliance violations and have cured all infractions at the commencement of the application period.
- No outstanding violations on any other properties owned within city limits.
- Applicants whom have demonstrated good faith efforts to address citations/violations.
- Applicants shall acknowledge and consent to a filed lien and prohibition on the sale of the property for a period of thirty (36) months or shall repay the full amount of the lien.

II. Ineligible Participants:
- Property owners that are affiliate parties of ongoing legal actions against the City.
- Property owners previously granted amnesty.
- Properties that are the subject of pending foreclosure action.

C. Applications

I. Acceptance period:

- Applications will be accepted semi-annually (ie. January-February, August- September) for a period of 60 days.

II. Requirements:

- Applicants must submit the following to Code Compliance:
  a. A completed Amnesty Application Form
  b. A signed and notarized affidavit acknowledging the violation(s)
  c. A proposed compliance plan and timeline (if applicable)
  d. Documentation of ownership

D. Fees:

- Application fees are due at the submission of the application.
  - Residential properties: $100.00
  - Commercial properties: $500.00

E. Review and Enforcement:

- All applications will be reviewed by the City Manager to determine the fee reduction up to 85% reduction of fees. Any request exceeding 85% must be approved by the City Commission.
- Unsolicited inspections may be conducted to verify continuous compliance.

F. Conditions of Approval

a. Upon approval, payment must be made within sixty (60) days, no extensions will be granted beyond the deadline.
b. Enforcement action shall immediately cease
c. The City will release liens upon settlement
d. Failure to remit full payment within the timeframe will:
   i. Deem amnesty approval null and void.
   ii. Reinstate all applicable penalties and enforcement actions.
   iii. Prohibition of future amnesty programs.

G. Public Outreach

a. A citywide outreach campaign will include:
   i. Advertisements on all City's social media platforms
   ii. City's website

**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 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 24th day of September, 2025.

John H. Taylor Jr., Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Candice Bell, Esq

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Vice Mayor Kelley

Seconded by: Commissioner Santiago

| | |
|---|---|
| VOTE: | 5-0 |
| Commissioner Bass | YES |
| Commissioner Santiago | YES |
| Commissioner Ervin | YES |
| Vice Mayor Kelley | YES |
| Mayor Taylor | YES |

Sponsored by: Mayor Taylor

**RESOLUTION NO. 25-XXXX**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF OPA-LOCKA AND BIG BROTHERS AND BIG SISTERS MIAMI, INC. (BBBSM) FOR A MENTORSHIP PROGRAM AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Opa-Locka ("City") and Big Brothers Big Sisters Miami, Inc. ("BBBSM") desire to enter into a Memorandum of Understanding ("MOU"), substantially in the form attached hereto as Exhibit "A" for the provision of a mentorship program; and

**WHEREAS**, the MOU between the City and BBBSM is intended to create a formal collaboration that benefits the youth and families in the City of Opa-locka; and

**WHEREAS**, the City Commission finds that entering into the MOU is in the best interest and welfare of the City of Opa-Locka.

**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 authorizes the City Manager to enter into a Memorandum of Understanding with Big Brothers Big Sisters Miami, Inc. for the provision of a mentoring program consistent with the terms and conditions set forth in Exhibit "A" hereto.

**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 of this Resolution 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

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 | _____ |

Docusign Envelope ID: 3CD5702F-567C-46DF-BEF5-CECA5B7A0519

# City of Opa-locka
# Agenda Cover Memo

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **City Manager:** | Sha'mecca Lawson | | | **CM Signature** | Signed by: Sha'mecca Lawson F4489A0D7D63447... | | |
| **Commission Meeting Date:** | 1.14.2026 | | **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** |
| | | | | | | | |
| | | | **Public Hearing:** *(Enter X in box)* | | **Yes** | **No** | **Yes** / **No** |
| | | | | | | **X** | **X** |
| **Funding Source:** *Account#:* | *(Enter Fund & Dept)* Ex: N/A<br>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:**<br>**Enhance Organizational** ☐<br>**Bus. & Economic Dev** ■<br>**Public Safety** ☐<br>**Quality of Education** ☐<br>**Qual. of Life & City Image** ☐<br>**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 CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) WITH BIG BROTHERS BIG SISTERS MIAMI, INC. (BBBSM) TO ESTABLISH A MENTORING PROGRAM FOR RESIDENT, SCHOOL AGED YOUTH.**

**Staff Summary:**

The Big Brothers and Big Sisters Miami Inc. (BBBSM) organization is the premier nonprofit mentoring organization in South Florida that champions hope, transformation, and social good, defending the potential of children who most need it. A Memorandum of Understanding (MOU) would allow the establishment of a mentorship program between City employees and resident, school aged youths.

**Financial Impact** – This MOU will not have a Financial Impact on the City, there is expected to be incremental cost for food does not exceed $2,000 throughout the term of the MOU.

**Proposed Action:**

Docusign Envelope ID: 3CD5702F-567C-46DF-BEF5-CECA5B7A0519

Staff recommend the City Commission approve this legislation.

**Attachment:**

# Memorandum of Understanding
# BETWEEN
# BIG BROTHERS BIG SISTERS OF MIAMI, INC.
# AND
# CITY OF OPA-LOCKA

## I.INTRODUCTION

This Memorandum of Understanding (MOU), dated January 15, 2026, sets forth the terms and understanding between Big Brothers Big Sisters of Miami, Inc., (BBBS Miami) and the City of Opa-locka to create a formal collaboration that benefits the youth and families in the City of Opa-locka.

## II.BACKGROUND

BBBS Miami has been South Florida's premier mentoring organization since 1958, defending the potential of future leaders in the community by matching at-risk youth (Littles) with committed adult mentors (Bigs). These relationships – strategically matched based on Littles' needs and Bigs' backgrounds and skills, as well as common interests, aspirations, and personalities – empower Littles to achieve success in life and become productive members of the community. The mission of BBBS Miami is to create and support one-to-one mentoring relationships that ignite the power and promise of youth.

## III.PURPOSE

The purpose of this MOU is to outline the details of the agreement between BBBS Miami and the City of Opa-locka.

## IV.PROGRAM DESCRIPTION

Big Brothers Big Sisters of Miami, Inc., (BBBS Miami) will collaborate with the City of Opa-locka to bring positive and intentional services to the community through the full menu of mentoring options available including the award-winning School to Work (STW) workplace mentoring program. Through the School to Work Program, City of Opa-locka employees will serve as mentors ("Bigs") to high school aged youth who are residents of the City of Opa-locka. In addition to this program, BBBS Miami offers the City of Opa-locka Community Based Mentoring, School Based Mentoring, Group Mentoring, and "Bigs in Blue" to engage first responders.

## V.DURATION

This MOU is entered into freely and voluntarily and may be modified by mutual consent of authorized officials from BBBS Miami and the City of Opa-locka. The term of this MOU will begin on the effective date, which shall be the date on which this MOU is signed by authorized officials for both parties. Either Party may terminate this MOU with thirty (30) days' written notice to

the other Party. Upon termination of this MOU, neither Party shall have any further obligation.

## VI.REPORTING

On an annual basis, within sixty (60) days of completion of the school year, BBBS Miami will present to City Council a report track compliance, performance, and outcome of the program~~s~~.

## VII. ROLES AND RESPONSIBILITIES

**A. BBBS Miami will:**

a) Interview, screen, and match city employee volunteers recruited through the City of Opa-locka who are interested in becoming mentors ("Bigs") in one of the BBBS Miami" Mentoring programs.

b) List the City of Opa-locka as an official partner on its website and create co-branded collateral for mentor recruitment purposes.

c) Highlight the partnership with the City of Opa-locka on the Game of Life Mentoring Podcast with City of Opa-locka representative(s) invited as guest(s).

d) Recruit students who are residents of the City of Opa-locka and attend traditional schools, including Miami-~~-~~Dade County Public and Charter Schools, Private Schools, as well as Florida Virtual School and Homeschool.

e) Coordinate and provide transportation of students to monthly mentorship meeting at City facilities within the city.

f) Indemnify, save and hold harmless the city, its agents and employees from any claim, demand, suit, loss, cost of, expense or damage which may be asserted, claimed or recovered against or from city or agents or employees of the city by reason of any damage to property or person, including death, or invasion of privacy by use of image or likeness, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, or arises out of the negligent or any act(s) or omissions of BBBS Miami or in connection with participation in the program.

g) Procure and maintain minimum insurance standards as required by the city. The city may require additional insurance. Renewal certificates of insurance shall be provided annually until termination of this agreement.

**B. The City of Opa-locka will:**

a) Publicize the partnership with BBBS Miami to assist with mentor recruitment.

b) Encourage businesses within the city to serve as mentor partners to match Opa-locka youth.

c) Collaborate with BBBS Miami for mentor recruitment opportunities.
d) Highlight BBBS Miami matches at select chamber meetings to show the impact of the partnership.
e) Host School to Work matches once a month and support BBBS Miami with City of Opa-locka locations for matches in the other BBBS Miami programs to meet (i.e. parks, recreation centers, schools, etc.)

## VIII. PRINCIPAL CONTACTS

The Principal Contacts for each of the organizations are:

**Lead Partner:**
Name: Big Brothers Big Sisters of Miami, Inc.
Representative/Title: Gale Nelson, President & CEO
Program Contact: Gale Nelson
Email: gnelson@bbbsmiami.org
Address: 550 NW 42nd Ave., Miami, FL 33126
Tel: (305) 644-7072

**Program Partner:**

Name: City of Opa-locka

Representative/Title: Sha'mecca Lawson, City Manager

Program Contact:

Email:

Address:

Tel:

Above-referenced Principal and Program Contacts may be changed in writing from time to time by their respective Partners.

| | | |
|---|---|---|
| **Gale Nelson, President, and CEO**<br>***Big Brothers Big Sisters of Miami, Inc.*** | **Signature** | **Date** |
| **City Manager**<br>***City of Opa-locka*** | **Signature** | **Date** |

**ATTEST:**

City Clerk

Approved as to Form and Legal Sufficiency:

City Attorney Office

Risk Approval:

By:

Sponsored by: Mayor Taylor

**RESOLUTION NO. 25-XXX**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ESTABLISHING A SMALL BUSINESS GRANT CARE PROGRAM TO PROVIDE FINANCIAL ASSISTANCE AND TECHNICAL SUPPORT TO ELIGIBLE BUSINESS OWNERS; PROVIDING FOR ISSUANCE OF A REQUEST FOR PROPOSALS (RFP); PROVIDING FOR A REPORT TO THE CITY COMMISSION WITHIN SIXTY (60) DAYS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Opa-Locka ("City") desires to establish a Small Business Care Grant Program ("Program") designed to support small, locally owned businesses by providing financial assistance for improvements that strengthen operations, enhance safety, and improve overall business sustainability; and

**WHEREAS,** the Program will provide grants of up to $15,000 for eligible business owners for qualifying improvements, including but not limited to exterior building enhancements such as painting, façade repairs, signage, lighting, minor roofing; interior safety-related repairs, including plumbing and electrical work; technology support; security cameras, website development, and other digital tools; and

**WHEREAS,** the Program will also provide workforce or business training focused on compliance, customer service, financial literacy and operational efficiency; and

**WHEREAS,** the City Commission desires to direct the City Manager to establish a clear application period, review process, and program guidelines outlining eligibility requirements, documentation standards, and approval procedures to ensure fairness, accountability, and transparency; and

**WHEREAS,** under the grant program, the City Manager shall be authorized to waive all permit fees and all other fees under the City's control for approved projects up to an initial amount of $50,000, with $5,000.00 being allocated to administrative and technical support; and

**WHEREAS,** the City Manager shall prepare a Request for Proposals (RFP) in accordance with the City's procurement code and report to the City Commission within sixty (60) days from adoption of this resolution with a recommendation for a qualified contractor to perform the Program services; and

**WHEREAS,** the City Commission of the City of Opa-Locka finds that it is in the best interest of the City to create a Small Business Care Grant Program.

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

**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 Resolution.

**SECTION 2. AUTHORIZATION FOR PROGRAM, ISSUE RFQ, EXTABLISH BUDGET**

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to create a Small Business Care Grant Program; issue a Request for Proposals (RFP) for Program Services; and report back to the City Commission within sixty (60) days from the adoption of this resolution with a recommendation of a qualified contractor to perform Program services. The City Commission hereby establishes a budget of Fifty Thousand Dollars ($50,000), with Five Thousand to be allocated for administrative and technical support.

**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 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: _____

**VOT**E:

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:** | Signed by: Sha'mecca Lawson E4489A0D7D63447 | | | |
| **Commission Meeting Date:** | 1.14.2026 | | **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 | | **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** | Mayor Taylor | | **Department:** | | City Commission | | |

## Short Title:

**A RESOLUTION ESTABLISHING A SMALL BUSINESS CARE GRANT PROGRAM TO PROVIDE FINANCIAL AND TECHNICAL ASSISTANCE TO ELIGIBLE BUSINESS OWNERS FOR REPAIRS THAT IMPROVE SAFETY AND OVERALL SUSTANIABILITY.**

## Staff Summary:

The Small Business Care Grant Program is designed to support small, locally owned businesses by providing financial assistance for improvements that strengthen operations, enhance safety, and improve overall business sustainability. The program will provide grants of up to $15,000 per eligible business owner to support qualifying improvements, including but not limited to exterior building enhancements such as painting, façade repairs, signage, lighting, and minor roofing; interior safety-related repairs including plumbing and electrical work; technology support such as

point-of-sale systems, security cameras, website development, and other digital tools; and workforce or business training focused on compliance, customer service, financial literacy, and operational efficiency.

The program prioritizes investments that help small businesses remain competitive, modernize operations, improve their physical appearance, and better serve the community while preserving the character of Opa-locka's neighborhood commercial corridors.

The City Manager is hereby directed to establish a clear application period, review process, and program guidelines outlining eligibility requirements, documentation standards, and approval procedures to ensure fairness, accountability, and transparency. The City Manager is further authorized to waive all permit fees and other fees under the City's control associated with approved projectsfunded through this program.

The City shall allocate $50,000 to initiate the Small Business Care Grant Program, in which $45,000 will be disbursed for the program and the remaining will be for administrative and technical
assistance that may arise. Additionally, the City Manager is directed to prepare and issue a Request for Proposals (RFP) in accordance with the City's procurement code and to return to the City Commission within sixty (60) days ofadoption of this item with a recommendation of a qualified contractor to perform services under the program.

**Financial Impact:** This program will require an amendment to FY26 Budget. Appropriations will be made in the Community Development's budget for line-item Commercial Grants (37-515544) for $50,000.

## Proposed Action:

Staff will adhere to the direction of the City Commission.

## Attachment:

Sponsored by: City Manager

**RESOLUTION NO. 25-XXX**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR PRE-QUALIFIED CONTRACTORS FOR A MINOR HOME REPAIR PROGRAM; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Opa-Locka ("City") desires to establish a Minor Home Repair Program to be funded from the City's Housing and Social Services budget; and

**WHEREAS,** the program is designed as an owner- occupied Minor Home Repair Program and would serve as the City's first standardized home repair assistance initiative to support eligible homeowners with repairs that address critical health, safety, habitability, and energy-efficiency needs; and

**WHEREAS,** the City Manager is seeking City Commission approval for issuance of a Request For Proposals (RFP) for a pre-qualified pool of general contractors that are eligible to perform minor home repair projects up to $10,000 per qualified home as set forth in Exhibit "A" hereto; and

**WHEREAS,** the Minor Home Repair & Rehabilitation Program will provide funding for essential home repairs to correct life-safety hazards, code violations, accessibility barriers, and failing critical systems in owner-occupied residential properties; and

**WHEREAS**, the intent of the program is not for modernization, cosmetic upgrades, or elective renovations and all funded repairs will be required to address health, safety, and habitability concerns or prevent further deterioration; and

**WHEREAS**, the program will be administered by the Social Services Department, which will oversee application intake, conduct income verification, inspections, project coordination, compliance monitoring and provide contractor oversight; and

**WHEREAS,** the City Commission of the City of Opa-Locka finds that authorizing issuance of the attached RFP is in the best interest of the City of Opa-Locka.

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

**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 Resolution.

**SECTION 2. AUTHORIZATION FOR RFP**

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to issue the Request For Proposals (RFP) for a pre-qualified pool of general contractors eligible to perform minor home repair projects up to $10,000 per qualified home, as set forth in Exhibit "A" hereto.

**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 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 _____

Docusign Envelope ID: 947B8DF0-6EF0-4BD1-8887-668AC6756D06

# City of Opa-locka
# Agenda Cover Memo

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Division Manager:** | Brandon Cave | | | **Division Manager Signature:** | | | |
| **City Manager:** | Sha'mecca Lawson | | | **CM Signature:** | Signed by: Sha'mecca Lawson F4489A0D7D63447... | | |
| **Commission Meeting Date:** | 1.14.2026 | | **Item Type:** *(Enter X in the box)* | **Resolution** | **Ordinance** | | **Other** |
| | | | | **X** | | | |
| **Fiscal Impact:** *(Enter X in the box)* | **Yes** | **No** | **Ordinance Reading:** *(Enter X in the box)* | | **1st Reading** | | **2nd Reading** |
| | | | | | | | |
| | **X** | | **Public Hearing:** *(Enter X in the box)* | | **Yes** | **No** | **Yes** / **No** |
| | | | | | | | |
| **Funding Source**: *Account#:* | *(Enter Fund & Dept.)* 70-515548 | | **Advertising Requirement:** *(Enter X in the box)* | | **Yes** | | **No** |
| | | | | | **X** | | |
| **Contract/P.O. Required:** *(Enter X in the box)* | **Yes** | **No** | **RFP/RFQ/Bid#:** | | *N/A* | | |
| | **X** | | | | | | |
| **Strategic Plan Related** *(Enter X in the box)* | **Yes** | **No** | **Strategic Plan Priority Area:** | | **Strategic Plan Obj./Strategy:** (*list the specific objective/strategy this item will address)* | | |
| | **X** | | Enhance Organization ☐<br>Bus. & Economic Development ☐<br>Public Safety ☐<br>Quality of Education ☐<br>Qual. of Life & City Image ■<br>Communication ☐ | | | | |
| **Sponsor Name:** | City Manager | | **Division:** | | Social Services | | |

**Short Title:**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO ISSUE AN REQUEST FOR PROPOSALS (RFP) TO SEEK PRE-QUALIFIED CONTRACTORS TO PERFORM REHABILITATION SERVICES UNDER THE MINOR HOME REPAIR PROGRAM.**

**Staff Summary:**

This resolution establishes the Owner- Occupied Minor Home Repair Program and authorizes the implementation of the City's first standardized home repair assistance initiative to support eligible homeowners with repairs that address critical health, safety, habitability and energy-efficiency needs. To support program rollout, staff has drafted a formal Request For Proposals (RFP) to create a pre-qualified pool of general contractors eligible to perform minor home repair projects up to $10,000 per qualified home.

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The Minor Home Repair & Rehabilitation Program provides funding for essential home repairs to correct life-safety hazards, code violations, accessibility barriers, and failing critical systems in owner-occupied residential properties. The program is not intended for modernization, cosmetic upgrades, or elective renovations; all funded repairs must address health, safety, and habitability concerns or prevent further deterioration.

The Social Services Department will administer the program, overseeing application intake, income verification, inspections, project coordination, compliance monitoring and contractor oversight.

The attached RFP package, which includes the Scope of Work, eligibility requirements, contractor qualifications, permitting standards, lead- safe work protocols, documentation requirements and evaluation criteria has been prepared in accordance with the City's procurement code. This RFP will allow the city to secure licensed, insured and experienced contractors capable of addressing critical health, safety, habitability, energy-efficiency needs and code violations.

This program demonstrates the City's commitment to reducing unsafe living conditions, preserving affordable housing, supporting aging in place, stabilizing neighborhoods and strengthening residents' quality of life.

**Financial Impact:**

Funding for this program is included in the adopted FY 26 budget in Housing and Social Services at object code -70-515548.

**Proposed Action:**

Staff recommends approval to authorize the City Manager to issue an RFP for pre-qualified contractors.

**Attachment(s):**

RFP Pre-Qualified Pool of General Contractors

# CITY OF OPA-LOCKA

# RFP: 26-TBA
# Request for Proposals (RFP)
# PRE-QUALIFIED POOL OF GENERAL CONTRACTORS FOR THE OWNER-OCCUPIED MINOR HOME REPAIR PROGRAM

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b. Proposal Submission
c. Calendar Events/Important Dates
d. Cone of Silence

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b. Scope of Work
c. Contents of Proposal

## III. General Requirements
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b. Submission Guidelines
c. References

## IV. Evaluation and Selection Process
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b. Evaluation Criteria

## V. Attachments
a. Proposer Qualifications
b. Certification Regarding Debarment
c. Drug Free Workplace
d. Non-Collusion Affidavit
e. Non-Discrimination Affidavit
f. E-Verify Form
g. Anti-Kick Back Affidavit
h. Client Reference Form

**ADVERTISEMENT**

**RFP 26-TBA**

The sealed proposal for Pre-qualified Pool of General Contractors for The Owner-Occupied Minor Home Repair Program for the City of Opa-locka must be received at the City Clerk's Office on **TBA, by 2:00 p.m.**

**Proposals may be submitted via one of two methods:**

1. Electronic Submission via DemandStar: Proposals may be submitted through www.demandstar.com (e-bid) by 2:00 p.m. ET on the designated due date. The City strongly prefers and encourages electronic submissions.

2. Submission via Postal Mail: Sealed proposals may be submitted via mail to the address below by 2:00 p.m. ET on the due date. Any Request for Qualifications (RFP) package that arrives after the specified closing time will be returned unopened.

**Instructions for Postal Mail Submission:**

Please submit one (1) original proposal, six (6) copies, and one copy of the proposal package on a USB flash drive in PDF format. All materials should be enclosed in sealed envelopes or packages. The envelopes or packages must be addressed to the City Clerk's Office, City of Opa-locka, Florida, and marked as follows: RFP 26-TBA Pre-qualified Pool of General Contractors for The Owner-Occupied Minor Home Repair Program.

**Mailing Address:**

City of Opa-locka
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com. The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that Proposer(s) whose proposal best complies with the **RFP NO: 26-TBA** requirements.

Joanna Flores
City Clerk

## PART I
## PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka is seeking proposals from experienced and qualified firms or individuals for Pre-qualified Pool of General Contractors for The Owner-Occupied Minor Home Repair Program.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail; however, it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all the proposals by 2:00 pm (ET) on TBA. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: RFP NO. 26-TBA – **Pre-qualified Pool of General Contractors for The Owner-Occupied Minor Home Repair Program.** This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 30 days. Once opened, proposals become a record of the City and will not be returned to the Proposer.

The City cautions Proposers to ensure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611, Option 1, before the proposal closing time. Any proposal received after the established deadline will not be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an original and six (6) copies (a total of 7) plus one copy on USB Flash Drive in PDF format of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail, or any other mode of delivery.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Request for Qualifications. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk and or the Procurement Officer will receive written requests for clarification concerning the meaning or interpretations of the RFP. City personnel are authorized

only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee other than the City's Purchasing Officer is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addenda: The City may record its response to inquiries and any supplemental instructions in the form of a written addenda. The City may post addenda on the City's website up to five (5) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Officer through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Bidder understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed and evaluated by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties. The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re- advertise for other proposals.

1-8. Contractual Agreement: This RFP and Bidder proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. All legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.

1-9. Selection Process: The proposals will be evaluated and assigned points. The Proposer with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in response to the RFP and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager's Office for all news releases or other publicity pertaining to this RFP or the service, study, or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage. In the event the Proposer is a governmental entity or self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal

and rescission of any ensuing Agreement.

**INSURANCE REQUIREMENTS**

- General Liability: $1,000,000 per occurrence/ $2,000,000 aggregate
- Auto Liability: $1,000,000
- Umbrella: Optional but recommended
- Workers' Comp: Statutory
- Builder's Risk: Required for structural, roofing and major systems.

City must be listed as Additional Insured on CGL and Auto policies.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified to operate in the State of Florida at the time of submittal. The proposal of any Proposer which does not meet these criteria shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of people and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently $35,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka, Miami-Dade County or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals for work, goods, or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to Proposers with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a Proposer that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the Request for Proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days after the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be initiated by the delivery to the contractor at least five (5) working days before the effective date of the Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment to the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

1-20. Cone of Silence: This solicitation is subject to a Cone of Silence pursuant to Section 2-320.2 of the City of Opa-locka's Code of Ordinances. A cone of silence shall be applicable to all City staff, the Mayor and City Commission and its staff, the City Attorney and his/ her staff, the City Clerk and his/ her staff regarding any communication relating to requests for proposal (RFP), requests for qualification (RFQ), invitations to bid (ITB), request for letters of interest (RFLI), or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements.

**CALENDAR EVENTS**

| **EVENT** | **DATE/LOCATION** |
|---|---|
| Release Date | TBA |
| Pre-Bid | TBA |
| Written Questions Due | TBA @ 5:00pm Email questions to jbergel@opalockafl.gov<br>With Subject line "RFP No: Bid Questions" |
| Response to Questions | TBA @ 5:00pm (ET) |
| Due Date/Bid Opening | TBA @ 2:00 pm (ET) |
| Evaluation Committee Meeting | TBA |
| Award Recommendation | TBA |
| Commission Approval | TBA |
| Post Award | TBA |

PART II

NATURE OF SERVICES REQUIRED

## 1. RFP Purpose

The City of Opa-Locka ("City"), through its Social Services Department ("Department"), is establishing an Owner-Occupied Minor Home Repair Program (OOMHRP) to address critical health, safety, habitability, and energy-efficiency needs for income-eligible homeowners.

To implement this program, the City is inviting proposals from qualified, licensed, and insured general contractors to form a pre-qualified contractor pool. This pool will perform minor home repair and rehabilitation services on owner-occupied residential properties within the City limits. The City aims to enter into agreements with a minimum of three (3) and a maximum of ten (10) qualified general contractors. Contractors selected through this Request for Proposals (RFP) will be eligible to receive individual work orders for projects, with a maximum construction budget of $10,000 per home.

### Program Goals

- Eliminate unsafe living conditions and hazards
- Address violations of Florida Building Code and local ordinances
- Preserve existing affordable housing stock
- Support aging in place and accessibility needs
- Prioritize limited funding to the most critical repairs first

## 2. Administration & Governance

**Lead Department:** Social Services
**Key Roles:**

- **Program Administrator (SSM):** policy, compliance, reporting, budgets.
- **Intake & Eligibility Specialist (SSC):** application completeness, income/ownership verification.
- **Inspector (contracted or on staff):** scopes of work, cost reasonableness, inspections.
- **Fiscal/Grants Analyst:** encumbrances, draws, closeout packets.
- **Approved Contractor Pool:** pre-qualified, insured, licensed firms; 3 bid minimum per job.

- **Delivery Model:**
  - **Per-home cap:** $10,000 grant assistance

- **Core Policies:**
  - Written Rehab Standards (life-safety + energy/efficiency items first). (HUD Exchange)
  - Procurement (3 quotes; lowest responsive/responsible; change-order limits 10%).
  - Conflict of Interest, Nondiscrimination, Section 3 (if applicable), and De-barment checks.
  - Environmental/Lead-safe compliance as funding requires

## 3. Income Eligibility (AMI) Miami-Dade/Opa-locka

Opa-locka uses **Miami-Dade County** AMI. **FY2025 Median Family Income = $87,200**. Below are the **30/50/80** limits (effective **May 1, 2025**) used countywide: (Miami-Dade County)

| Household | 30% | 50% | 80% |
|---|---|---|---|
| 1 | $26,050 | $43,400 | $69,400 |
| 2 | $29,750 | $49,550 | $79,300 |
| 3 | $33,450 | $55,750 | $89,200 |
| 4 | $37,150 | $61,950 | $99,100 |
| 5 | $40,150 | $66,950 | $107,050 |
| 6 | $43,150 | $71,900 | $115,000 |
| 7 | $48,650 | $76,850 | $122,900 |
| 8 | $54,150 | $81,800 | $130,850 |

**Note:** The income guidelines are updated by HUD annually. The agency using this Intake Sheet should update this information accordingly. **Program Target:** Prioritize ≤80% AMI

## 4. Eligible Properties & Repairs

**Homes:** Owner-occupied, within Opa-locka city limits; single-family detached, townhomes, condos (common-element repairs excluded), and manufactured homes on permanent foundations (if code-compliant).

**Eligible Work:**

- **Safety/Habitability:** roof patch/repair, electrical hazards, plumbing leaks, HVAC repair/replace, water heater, egress doors/windows (repair/replace), flooring hazards, smoke/CO alarms, grab bars/ADA ramps, pest remediation tied to repairs.
- **Energy Efficiency:** air sealing, insulation, low-flow fixtures, ENERGY STAR appliances if tied to replacement of failed, unsafe units, high-efficiency HVAC, LED lighting, weather-stripping.
- **Code Corrections:** items needed to meet minimum housing/property maintenance standards.
- **Not Eligible:** luxury upgrades, room additions, landscaping (except required grading/drainage), detached structures, refinance/payoff of liens, purely cosmetic work.

(These categories align with HOME/SHIP minor rehab practices and best-practice local rehab programs.) (HUD Exchange).

## 5. Applicant Eligibility & Documentation Standards

**Baseline Criteria:**

1. **Primary Residency & Ownership**: Owner-occupant on title **≥12 months** (or per funding rule), Florida homestead preferred.

- Docs: Warranty/quit-claim deed, **Miami-Dade Property Appraiser** printout, **Homestead Exemption**, current property tax bill, homeowner's insurance declarations (or waiver if unavailable for cause).

2. **Income Eligibility:** Household ≤80% AMI (priority); source-doc verified.
   - Docs: Last **2 months pay stubs**, last **2 years 1040** (or 4506-T), **SSA/SSI award**, pension statements, child support documentation, self-employment P&L + 12 months bank stmts.
   - ***NOTE- Income verification applies to all household members 18 and older.**

3. **Good Standing with City:** No outstanding city liens unrelated to needed rehab; no active demolitions/unsafe structures orders (unless this scope resolves them).

4. **Willingness to Sign Funding Documents:** Rehab agreement, right-of-entry, grant agreement

**Priority Scoring (tie-breaker queue)**

- Elderly (62+), persons with disabilities, veteran households, **≤50% AMI**, presence of life-safety code violations, homes with **child under 6** (lead/healthy homes risk), disaster-impacted repairs, longest time on waitlist.

## 6. Application, Review & Approval Workflow

### A. Application Periods

- 1st quarter of the year.

### B. Submission Requirements (at intake)

- Completed application (signed), photo ID for **all household members 18 and older**, proof of ownership/occupancy, income docs (see above), insurance/tax bill, photos of deficiencies, and **contractor fraud disclosure** (standard HUD form if applicable).

### C. Review Period & Process (target SLA)

1. **Administrative Completeness Check (5 business days):** if incomplete, one 10-day cure window.
2. **Eligibility Determination (10 business days):** income calculation (per HUD Part 5 method), property checks, (Use HUD/County income tables cited above.) (Miami-Dade County)
3. **Initial Inspection & Scope (10 business days):** Rehab Specialist creates scope of work focused on Tier 1 (life-safety), Tier 2 (habitability/code), Tier 3 (efficiency).
4. **Bidding (10–15 business days):** Solicit **3 quotes** from the contractor pool; perform cost reasonableness; select lowest responsive/responsible.
5. **Award & Agreement (5 business days):** Issue approval, execute Rehab Agreement, record lien, issue Notice to Proceed.

**Total typical timeline:** ~40–55 business days from complete application to Notice to Proceed (emergency lane can compress to 10–15 business days).

### D. Approval Procedures

- **Thresholds:** If scope ≤$10,000 and within standards, Administrator approval is final.
- **Change Orders:** Cumulative ≤10% of award; must be pre-approved by Rehab Specialist & Fiscal.

- **Payments:** 40% mobilization (optional), 40% mid-inspection, 20% final—paid directly to contractor after passed inspections and homeowner sign-off.

**E. Inspections & Closeout**

- **Interim & Final Inspections** with photo documentation.
- **Final Packet:** passes inspection, photos, lien recorded, warranty info, homeowner education sheet (maintenance & energy tips).
- **Closeout Survey:** brief satisfaction & equity/health outcomes tracker.

## 7. Program Caps, Cost Controls & Compliance

- **Per-unit cap: $10,000** hard costs (+ up to 10% soft costs if funding rules allow).
- **One project per property** within a 5-year period unless emergency hazard arises.
- **Cost reasonableness:** three comparable bids.
- **Contractor eligibility:** State license, City business tax receipt, GL insurance, workers comp, no debarment.
- **Recordkeeping:** applicant file, underwriting/eligibility worksheets, income calc, inspection reports, bids, contract, payment requests, lien, closeout.

# Owner-Occupied Minor Home Repair Program (OOMHRP)

The Owner-Occupied Rehabilitation Program provides financial assistance for qualified homeowners to address and repair items that compromise life, health, safety, or habitability.
Up to ten thousand dollars ($10,000.00) will be awarded per household for eligible repairs.
The Program assists owner-occupied properties (single-family, duplex, condominium) by:

- Eliminating housing conditions which threaten the life, health and/or safety of the occupants.
- Correcting city building code violations.
- Eliminating conditions resulting in a home being severely energy inefficient.

**Eligible Improvement**

- **Safety and Compliance Repairs:** Roof, electrical updates and plumbing
- **Emergency Efficiency:** Hurricane windows, hurricane doors, insulation, air conditioning.
- **ADA Efficiency:** Grab bars, railings

*Work not eligible for the program funding includes but is not limited to luxury/cosmetic improvements, additions or conversions (basement, garage, porch attic, etc.), repairs to structures separate from the living units (detached garage, shed, etc.), furnishings, pools and landscaping. All rehabilitation work shall be performed by a City-approved contractor.

**Form of Financial Assistance**
Assistance is in the form of a grant, up to the amount approved per fund program. The grant is forgivable throughout the life of the affordability period, from the date of execution of security documents provided that the title remains under the ownership of the owner(s) and the property remains their primary residence.

**Eligibility Requirements**
To be considered to receive assistance, the homeowner and the property must meet the following conditions:

- Applicants must own and occupy a home in Opa-locka
- Property must have Homestead Exemption status.
- Applicants must be current on mortgage payments, property taxes and insurance
- Applicants must not have outstanding code/zoning violations.
- Total household income may not exceed the HUD-required income limits

# Owner-Occupied Minor Home Repair Program (OOMHRP)

APPLICATION CHECKLIST
Applications are available online
Applications can be picked up and returned upon completion at the
Social Services Dept., Monday-Friday 9:00 a.m.- 4:00 p.m.
**(APPLICATIONS ARE ACCEPTED BY APPOINTMENT ONLY)**

1. **Completed Application Form** (must be signed and dated)
2. **Proof that you are current in your property taxes**
- Property tax payment receipt, or
- A printout from the Miami-Dade Property Appraisers website
3. **Proof of Property Ownership**
- Warranty Deed, or quit claim deed or satisfaction of mortgage
4. **Proof of insurance-** Declaration page
5. **Most recent utility bill**
6. **Current bank statements (Checking and/or Savings Accounts)**
- Three (3) most recent bank statements
7. **Most recent mortgage statement** (if applicable)
8. **Current Paystubs** (for all employed household members 18 years or older)
- Eight (8) consecutive paystubs if paid weekly, or
- Four (4) consecutive paystubs if paid bi-weekly
- Award Letter: (Social Security, Pension or Public Assistance, VA Benefits)
9. **Federal Income Tax Returns and W-2 Forms-** Last 2 years for all adults 18 and over residing in the house.
10. **Proof of Identification**
- Driver's license, State ID or Passport, and Social Security Cards for all persons 18 and over residing in the house.
- Birth Certificates (with parent(s) or applicant's name listed) or Passport, and Social Security Cards for each resident under 18 years of age residing in house.

11. **Proof of legal immigration status**
12. **Any other required documents – if applicable**

***NOTE: Approval is not determined until ALL items listed have been submitted. If the documents/information are not submitted with completed application at the time of scheduled appointment, your application WILL NOT be accepted.**

## 1. Scope of Work

The SOW governs all contractors performing work under this program. Contractors must:

- Follow the City-approved written scope prepared by the City's Rehab Specialist.
- Obtain all necessary permits.
- Follow Florida Building Code, Miami-Dade County codes, and relevant federal housing regulations.
- Maintain EPA Lead-Safe RRP compliance for pre-1978 homes.
- Provide licensed workers and quality workmanship.
- Maintain a clean and safe work environment.
- Provide a minimum 1-year warranty on all labor and materials.

No work shall begin until a Notice to Proceed (NTP) is issued.

Contractors admitted to the pool may be issued work orders for one or more OOMHRP projects. At a minimum, contractors shall:

1. Conduct Site Visits & Confirm Scope
   - Attend City-scheduled site visit(s) with homeowner and City Rehab Specialist.
   - Review City-prepared Scope of Work (SOW) and provide feedback on constructability, sequencing, and any code-required items not already included.

2. Prepare Cost Proposals
   - Submit written, itemized cost estimates for each assigned project using City-approved formats.
   - Price work consistent with industry standards and City unit-price guidance, where provided.
   - Identify any requested change items separately for City review and approval.

3. Permitting & Code Compliance
   - Obtain all necessary building permits.
   - Ensure all work complies with applicable City, County, State, and Federal codes and regulations.

4. Construction & Project Management
   - Provide all labor, materials, equipment, and supervision to complete the approved SOW.
   - Maintain a clean and safe worksite; minimize disruption to occupants.
   - Coordinate with City inspectors for required inspections and approvals.
   - Ensure subcontractors (if any) are appropriately licensed and insured.

5. Lead-Safe / RRP Requirements (Pre-1978 Homes)
   - Maintain valid EPA RRP certification and follow lead-safe practices for pre-1978 units when work disturbs painted surfaces, per HUD/EPA guidance.
   - Provide required notices and documentation (e.g., "Renovate Right" pamphlet acknowledgment).

6. Documentation & Warranties
   - Submit all required documentation, including invoices, permits, inspection cards, photos,

and warranty information.
- Provide minimum one-year warranty on labor and materials (or longer where required by code or manufacturer).

7. Compliance & Reporting
- Comply with applicable federal requirements, including but not limited to:
  - Section 3 (if applicable), Fair Housing, Equal Opportunity
  - Debarment and suspension regulations (SAM.gov checks)
  - Cooperate with any audits or monitoring conducted by the city or funding agencies.

PRIORITY TIERS

Funds must be allocated based on the following hierarchy:
Tier 1 — Emergency / Life Safety
- Exposed or deteriorated wiring
- Electrical panel overheating, corrosion, or overload
- Roof leaks damaging interior or structural components
- Sewer backups, broken drains, failed main lines
- HVAC failure in conditions posing health risk
- Rotted stairs, handrails, decks, or structural components
- Missing smoke/CO detectors or security-related repairs

Tier 2 — Code & Habitability Repairs
- Water heater replacement
- Window repair affecting egress or weatherproofing
- Exterior doors compromised by rotting or damage
- Fascia/soffit replacement due to damage or intrusion
- Replacement of plumbing fixtures due to failure, not aesthetics

Tier 3 — Energy Efficiency & System Upgrades (Only if Tiers 1–2 are addressed)
- Weather stripping, sealing, insulation
- Efficient windows/doors replacing failed units
- HVAC replacement only when repair is ineffective
- LED lighting, low-flow fixture replacement tied to failure

Tier 4 — Accessibility Improvements (With verification of need)
- ADA-height toilets
- Grab bars anchored to studs
- Wheelchair ramps, railings, threshold modifications
- Door hardware replacements, lever handles
- Doorway widening where feasible

INELIGIBLE REPAIRS
These do not qualify unless required to complete a justified repair:
- Cosmetic painting not tied to damage
- Flooring upgrades unrelated to hazards
- Full kitchen or bathroom remodeling
- Luxury materials, designer fixtures, customs finishes
- Room additions or garage conversions
- Landscaping, fencing, sheds, driveways, and patios.

- Smart devices or upgrades for convenience
- Work outside property boundaries

PERMITTING REQUIREMENTS

All required permits must be obtained and closed out prior to final payment.
Work requiring permits includes but is not limited to:

- Electrical service changes and rewiring
- HVAC replacement, duct modification, refrigerant handling
- Water heater replacement
- Window/door replacement affecting egress or impact rating
- Roofing work involving decking or structural components

Permit closure must be documented through final inspection results or official permit closure records.

MATERIAL AND WORKMANSHIP STANDARDS

- All materials must be new, unused, and compliant with applicable codes
- Re-used, salvaged, or homeowner-provided materials require pre-approval
- All installations must follow manufacturer instructions
- Equipment must include manufacturer warranty and documentation
- Minimum one-year workmanship warranty is required for all labor

LEAD-SAFE REQUIREMENTS (PRE-1978 HOMES)

If working in homes built before 1978:

- Contractor must be EPA-RRP certified
- Lead-safe containment must be used when disturbing painted surfaces
- "Renovate Right" documentation must be issued to homeowner
- Clearance testing required when disturbed areas meet regulatory thresholds

DOCUMENTATION REQUIREMENTS

Before payment is issued, contractor must submit:

- Itemized invoice matching approved scope
- Before and after photographs of each repair area
- Permit documentation and proof of final closure
- Warranty statements for materials and labor
- Signed lien releases from contractors and subcontractors
- Manuals and documentation for installed equipment

CHANGE ORDER REQUIREMENTS

- Must be submitted in writing and approved before work proceeds
- Only permitted for concealed conditions, required code corrections, or verified emergent hazards
- Unauthorized work will not be reimbursed

SUBCONTRACTOR REQUIREMENTS

- Must be licensed and insured
- Must be disclosed prior to mobilization
- Work performed by unapproved subcontractors is not eligible for payment

HOMEOWNER RESPONSIBILITIES

- Provide access to work areas
- Remove belongings obstructing repairs
- Not direct contractor outside approved scope
- Report concerns City staff, not contractor
- Maintain occupancy during repairs unless unsafe

**CONTRACTOR RESPONSIBILITIES UNDER THE SOW**

All contractors must:

A. Before Work

- Attend inspection walk-through
- Review SOW and clarify questions
- Provide a line-item estimate
- Obtain all permits
- Verify material selections with homeowner and City

B. During Work

- Protect homeowner belongings and maintain safe access
- Follow SOW without deviations (unless City-approved)
- Request change orders only when necessary and justified
- Maintain compliance with lead-safe practices
- Coordinate all inspections (City + Building Dept.)

C. After Work

- Provide final inspection access
- Submit warranty information
- Deliver before/after photos
- Provide itemized final invoice
- Sign off on project completion

**DOCUMENTS INCLUDED IN THE SOW PACKAGE**

Each project will include:

1. City-Prepared Scope of Work
2. Cost Estimate Template
3. Permit Checklist
4. Lead-Safe Work Plan (if pre-1978)
5. Contractor Fraud Disclosure
6. Homeowner/Contractor Agreement
7. Final Inspection Checklist

**SAMPLE SCOPE OF WORK FORMAT FOR INDIVIDUAL PROJECTS**

Below is the format the City will issue ORDER TASK per home:

City of Opa-Locka – Owner-Occupied Minor Home Repair Program
PROPERTY SOW – PROJECT #____
Property Address: _____
Homeowner: _____
Date of Initial Inspection: _____
Inspector/Rehab Specialist: _____

SCOPE OF WORK SUMMARY
Tier 1 – Life Safety:

- _____
- _____

Tier 2 – Code/Habitability:

- _____
- _____

Tier 3 – Energy Efficiency:

- _____
- _____

ADA / Accessibility:

- _____
- _____

Lead-Safe Requirements:

- _____
- _____

<u>UNIT PRICE SAMPLE LIST (Lump Sum not accepted)</u>

| Work Item | Estimated Range |
|---|---|
| Water heater replacement | $1,350–$1,900 |
| Electrical panel replacement | $1,400–$2,800 |
| Roof patch up to 100 SF | $800–$1,200 |
| ADA toilet installation | $480–$750 |
| Grab bar installation | $95–$245 |
| Window replacement (impact) | $650–$1,200 |
| Exterior door replacement | $850–$1,500 |
| Total Estimated Cost: $_____ (Not to exceed $10,000) | |
| _____ | |

PART III
PROPOSAL REQUIREMENTS

## 3-1 RULES FOR PROPOSALS

The purpose of this response is to showcase the qualifications, competence, and capacity of the firm seeking to provide the services outlined in this RFP. Therefore, the qualifications will be prioritized over the presentation style. The technical response should demonstrate the qualifications of the individual or firm and the staff assigned to this project. Please include as much information as possible regarding qualifications and experience.

**MINIMUM REQUIREMENTS**

**Respondents must, at a minimum:**

1. Hold an active State of Florida General Contractor or Residential Contractor license in good standing.
2. Maintain required insurance coverage (Commercial General Liability, Automobile, Workers' Compensation) in amounts specified by the City.
3. Demonstrate at least three (3) years of experience with residential rehabilitation, minor home repair, or similar work—preferably with CDBG, HOME, SHIP, or other publicly funded programs.
4. Have no unresolved building code violations, suspensions, or debarments at the federal, state, county, or municipal level.
5. Be able to respond to and complete projects within the City of Opa-Locka; firms located within approximately 50 miles of the City are eligible to apply.

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposal for firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents
Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal
3.2.3.1 Limit to no more than two pages.
3.2.3.2 Briefly state the Proposers understanding of the work to be done
3.2.3.3 Give the names of the people authorized to make representations for the Proposer, their titles, addresses and telephone numbers.
3.2.3.4 Provide an official signature from a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information
3.2.4.1 Name of Business.
3.2.4.2 Mailing Address and Phone Number.
3.2.4.3 Names and contact information of people to be contacted for information or services if different from name of the person in charge.
3.2.4.4 Normal business hours.
3.2.4.5 State if business is local, national, or international and indicate the business legal

status (corporation, partnership, etc.).
3.2.4.6 Give the date business was organized and/or incorporated
3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.
3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.
3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 5 – Experience and Qualifications
3.2.5.1 Specify the number of years the Proposer has been in business.
3.2.5.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

3.2.6 Tab 8 – References (Client Reference Form)
Minimum of at least three organizations, preferably governmental agencies, for which General Contractors Services have been provided in the past five years. Include the name of the organization, a description of the services, the length of the engagement, and name of contact person, including telephone number and email address.

3.2.7 Tab 9 – Additional Forms
Proposers must compete and submit as part of its Proposal all the following forms and/or documents:

- Proposer Qualifications
- Certification Regarding Debarment and Suspension
- Drug Free Workplace Certification
- Non-Collusion Affidavit
- Non-Discrimination Affidavit
- E-Verify Form
- Anti-Kickback Affidavit
- Client Reference Form

**FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY THE PROPOSER.**

# PART IV
# EVALUATION OF PROPOSALS

## 4-1 SELECTION COMMITTEE

A Selection Committee will convene, review, and ultimately rank all proposals submitted. The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

## 4-2 EVALUATION CRITERIA

Proposals will be evaluated based on the cost and the structure that best meets the financing requirements of the City, as determined by the City in its sole discretion. Further, the City requests proposals that provide for the ability to prepay the Debt in whole or in part at any time without penalty.

| Category | Weighted Points |
|---|---|
| **Experience**<br>The extent of the proposer's relevant experience in similar projects will be considered. Preference will be given to those with a proven track record in comparable projects of similar scope and scale. Factors considered may include years in business, relevant certifications and licenses, technical expertise, and examples of completed projects. | 35% |
| **Qualifications**<br>The qualifications of the key personnel assigned to the project will be evaluated based on the firm's capability to perform the required tasks, their expertise in similar projects, and the credentials of both project leaders and technical staff. The firm must identify the specific Project Manager assigned to this project, as well as other key team members. | 35% |
| **Approach to Project**<br>Proposer's methodology and approach to delivering services in all the specified subject areas and issues outlined in the RFP. | 30% |
| **TOTAL** | 100% |

## 4-3 ORAL PRESENTATIONS

Proposers are required to make individual presentations to the City Selection Committee to clarify their proposals. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Relationship Manager must be in attendance.

References and site visits (if needed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

## 4-4 FINAL SELECTION

The City of Opa-locka will select one or more firms whose proposals best align with its interests and provide the most significant overall value, as evaluated under the evaluation criteria outlined in this solicitation. The City will have the sole discretion to define what constitutes its best interests, assess the proposals, and finalize the Agreement. The City's decisions will be final. Once the selected firm or firms are notified, an Agreement is expected to be established between both parties.

## 4-5 AWARD AND CONTRACT EXECUTION

After the selection committee reviews the proposals and oral presentations, the City Manager will receive a recommendation for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

## PROPOSER QUALIFICATIONS

The Proposer, in conjunction with this proposal, must hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information must be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: _____

   Address: _____

   City, State, Zip:_____Phone/Fax: _____

2. Check One: Corporation ( ) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization:_____

5. Name and Title of Principal Officers Date Elected:

   _____ _____

   _____ _____

   _____ _____

   _____ _____

6. The length of time in business:_____years

7. The length of time (continuous) in business as a service organization in Florida:
   _____years

8. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the Proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF
RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, 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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____

# DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by_____the
(Name)
_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Date Signature

RFP 25-TBA
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

(1) He/She/They is/are the _____ (Owner, Partner, Officer, Representative or Agent) of _____ the PROPOSER that has submitted the attached Proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

| | |
|---|---|
| _____ | By: _____ |
| Witness | Signature |
| _____ | _____ |
| Witness | Print Name and Title |

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_____

Title:_____

State of Florida County of _____
The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarizations this_____day of_____, 2025.

By _____
Personally known_____OR produced identification _____

_____
Notary Public
My Commission Expires _____

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

*By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.* The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed, or compensation that may be received as a result of this Proposal, will be paid to any employee of the City of Opa-Locka or its elected officials, as a commission, kickback, reward, or gift, whether directly or indirectly, by me or any member of my firm, or by any officer of the corporation.

By: _____

Title: _____

Sworn to and subscribed before me this

___ day of _____, 2026

_____
Notary Public,
State of Florida at Large
My Commission Expires: _____

## CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

**1)** Name of Client Entity:_____

Address: _____

City/State/Zip:_____

Contact:_____

Title:_____

Email Address:_____

Telephone:_____

Scope of Work: _____

Description of Services Provided:_____

_____

**2)** Name of Client Entity:_____

Address: _____

City/State/Zip:_____

Contact:_____

Title:_____

Email Address:_____

Telephone:_____

Scope of Work: _____

Description of Services Provided:_____

_____

**3)** Name of Client Entity:_____

Address: _____

City/State/Zip:_____

Contact:_____

Title:_____

Email Address:_____

Telephone:_____

Scope of Work: _____

Description of Services Provided:_____

_____

Sponsored by: City Manager

**RESOLUTION NO. 25-XXX**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) TO SEEK A QUALIFIED VENDOR TO PUBLISH AND DISTRIBUTE A COMMUNITY NEWSPAPER; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Opa-Locka ("City") desires to publish and establish for distribution a community newspaper which was considered for adoption as a part of the FY 2026 budget; and

**WHEREAS**, a community newspaper would play a vital role in informing residents of city news, public services, government activities, and community initiatives; and

**WHEREAS**, the intent of the community newspaper is to fill the gaps between the City and outreach to residents, and also serve as a resource for business owners to purchase pages advertising and marketing their services and/or goods; and

**WHEREAS**, the City Commission desires to authorize the City Manager to issue a Request for Qualifications (RFQ) for monthly publication and distribution in an amount not to exceed Forty Thousand Dollars ($40,000.00), and in a printed or digital format, pursuant to the RFQ attached hereto as Exhibit "A"; and

**WHEREAS,** the City Commission of the City of Opa-Locka finds that authorizing issuance of the attached RFQ for a community newspaper is in the best interest of the City of Opa-Locka.

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

**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 Resolution.

**SECTION 2. AUTHORIZATION FOR RFQ**

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to issue a Request for Qualifications (RFQ) for monthly publication and distribution services in an amount not to exceed Forty Thousand Dollars ($40,000.00), and in a printed or digital format pursuant to the RFQ 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 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 _____

Docusign Envelope ID: 947B8DF0-6EF0-4BD1-8887-668AC6756D06

# City of Opa-locka
# Agenda Cover Memo

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **City Manager:** | Sha'mecca Lawson | | **CM Signature:** | Signed by: Sha'mecca Lawson F4489A0D7D63447... | | | |
| **Commission Meeting Date:** | 1.14.2026 | | **Item Type:** *(Enter X in the box)* | **Resolution** | **Ordinance** | **Other** | |
| | | | | X | | | |
| **Fiscal Impact:** *(Enter X in the box)* | **Yes** | **No** | **Ordinance Reading:** *(Enter X in the box)* | | **1st Reading** | **2nd Reading** | |
| | | | | | | | |
| | X | | **Public Hearing:** *(Enter X in the box)* | | **Yes** / **No** | **Yes** / **No** | |
| | | | | | | | |
| **Funding Source**: *Account#:* | *(Enter Fund & Dept.)* | | **Advertising Requirement:** *(Enter X in the box)* | | **Yes** | **No** | |
| | | | | | X | | |
| **Contract/P.O. Required:** *(Enter X in the box)* | **Yes** | **No** | **RFP/RFQ/Bid#:** | | *N/A* | | |
| | X | | | | | | |
| **Strategic Plan Related** *(Enter X in the box)* | **Yes** | **No** | **Strategic Plan Priority Area:** | | **Strategic Plan Obj./Strategy:** (*list the specific objective/strategy this item will address)* | | |
| | X | | Enhance Organization ☐<br>Bus. & Economic Development ■<br>Public Safety ☐<br>Quality of Education ☐<br>Qual. of Life & City Image ■<br>Communication ■ | | | | |
| **Sponsor Name:** | Commissioner Santiago | | **Department** | | City Commission | | |

**Short Title:**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO ISSUE AN REQUEST FOR QUALIFICATIONS (RFQ) TO SEEK A QUALIFIED VENDOR TO PUBLISH AND DISTRIBUTE A COMMUNITY NEWSPAPER.**

**Staff Summary:**

A community newspaper would play a vital role in informing residents of the city news, public services, government activities and community initiatives. The intent is to foster a community and fill the gaps between the City and the outreach to residents. It can also serve as a resource for business owners to purchase pages advertising and marketing their services and/or goods. The City Manager shall be authorized to issue a Request for Qualifications (RFQ) for publication and distribution services in the amount not to exceed $40,000. This platform can be in a printed or digital format and distributed on a monthly or quarterly basis.

Docusign Envelope ID: 947B8DF0-6EF0-4BD1-8887-668AC6756D06

**Financial Impact**- There is funding of $40,000 in the FY 2026 Budget to cover the cost of the proposed Community Newspaper. 19-519340

| **Financial Impact:**<br>**Proposed Action:** |
|---|

Staff recommends approval to authorize the City Manager to issue an RFQ for publication and distribution of a community newspaper.

| **Attachment(s):** |
|---|

Draft Request for Qualifications

# REQUEST FOR QUOTE

# PRINTING AND DISTRIBUTION OF QUARTERLY COMMUNITY NEWSPAPER

**RFQ Number**: 2025-PDN-001
**Issue Date**: TBA 2025
**Closing Date**: TBA 2025 at 3:00 PM

## 1. Purpose

The City of Opa-locka is soliciting quotes from qualified vendors to furnish all labor, material, equipment and transportation needed to print, distribute, post and broadcast a newspaper to retail and city facilities within the City of Opa-locka and Miami-Dade County.

## 2. Scope of Services

**The Successful Vendor shall:**

- Print and distribute a full color newspaper produced and created by the Successful Proposer
- Print and distribute the newspaper quarterly to at least 200 businesses, schools, retail locations and city facilities within the City of Opa-locka utilizing the distribution list provided.
- Place a Digital copy of the latest version of each quarter's newspaper on the Vendor's website within five (5) business days of the distribution of the printed version.
- Invite subscribers of the Vendor's website to view the newspaper via email blast and promote the newspaper throughout Miami Dade County.
- Plan and coordinate all the work with the assistance of the City Manager's Office.
- Provide the City Manager's Office with both a hi-resolution print/physical and a hi-resolution PDF proof for approval before going to full press.

## 3. City Responsibility

Provide the awarded Vendor with requested artwork in the format preferred by the Vendor and agreed upon by the City.

## 4. Newspaper Specifications

- Color: Full Color
- Size: Tabloid- 11" x 17
- Paper: 50#- White off-set newsprint
- Artwork: camera ready artwork and images, provided by the City.
- Number of Pages per issue: up to 24
- Frequency: Quarterly (4 times per year)
- Number of Copies per issue: 8,000 (Eight Thousand)
- Distribution: City facilities and various locations within the City
- Broadcast: Miami Dade County

## 5. Minimum Requirements

- The Vendor shall submit three (3) completed and signed Reference Questionnaires on the form included in this solicitation.
- The Vendor must be operating the same business entity for a minimum of five (5) years.
- The Vendor must have experience in printing and distributing media products including newspapers and have printed and distributed newspapers identical to the specifications listed in Section 4 of this solicitation.
- The Vendor shall have an active website. A link to the vendor's website must be provided. Website information must be included in the quote.

## 6. Terms of the Contract

This agreement shall be for a period of one (1) year with the option to renew it for an additional year.

## 7. Cost Summary

| Cost Component | Unit Cost ($) | Total Cost ($) |
|---|---|---|
| Printing | | |
| Distribution | | |
| Digital Posting | | |
| Email Blast & Promotion | | |
| Project Coordination | | |
| TOTAL COST | | |

## 8. Submission Instructions

Please submit quotes electronically no later than TBA, at 3:00 PM EST to jbergel@opalockafl.gov or submit a proposal via DemandStar.com.

| **This quote is submitted by the Supplier's authorized representative. By signing, the Supplier is offering to enter a Contract on the terms set out in this document and the Conditions of Contract listed above.** | | |
|---|---|---|
| .....<br>Signature | .....<br>Name and Position | ...../...../.....<br>Date |

# CLIENT REFERENCE FORM

Provide (3) client references from recent similar Projects.

**1)** Name of Client Entity:_____

Address: _____

City/State/Zip:_____

Contact:_____

Title:_____

Email Address:_____

Telephone:_____

Scope of Work: _____

Description of Services Provided:_____

_____

**2)** Name of Client Entity:_____

Address: _____

City/State/Zip:_____

Contact:_____

Title:_____

Email Address:_____

Telephone:_____

Scope of Work: _____

Description of Services Provided:_____

_____

**3)** Name of Client Entity:_____

Address: _____

City/State/Zip:_____

Contact:_____

Title:_____

Email Address:_____

Telephone:_____

Scope of Work: _____

Description of Services Provided:_____

_____

Sponsored by: City Manager

**RESOLUTION NO. 25-XXX**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A CROSS-CONNECTION CONTROL PROGRAM; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Opa-Locka ("City") desires to consider implementation of a Cross Connection Control Program, also known as a backflow device enforcement program; and

**WHEREAS,** currently, the City does not have a comprehensive approach for managing cross connections within the water distribution system; and

**WHEREAS**, it is a state and federal government requirement that all commercial properties be equipped with a backflow preventer device, and the device must be inspected and certified annually; and

**WHEREAS**, a small percentage of the City's commercial water customers have backflow preventer devices that are inspected and certified. The City recently conducted a pilot program with a third-party vendor to determine the current condition of these type of devices and the majority failed to be certified; and

**WHEREAS**, the Florida Department of Health requires that all commercial businesses connected to the public drinking water system have certified backflow preventers installed; and

**WHEREAS,** the City Manager is seeking City Commission approval for issuance of a Request For Proposals (RFP) for a Cross Connection Control Program in the form attached hereto as Exhibit "A." The City Commission desires to accept the recommendation.

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

**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 Resolution.

**SECTION 2. AUTHORIZATION FOR RFP**

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to issue a Request For Proposals (RFP), for a Cross Connection Control Program as set forth 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 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 _____

Docusign Envelope ID: 947B8DF0-6EF0-4BD1-8887-668AC6756D06

# City of Opa-locka
# Agenda Cover Memo

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Public Works Director** | Airia Austin | | | **Public Works Director Signature:** | Signed by: | | |
| **City Manager:** | Sha'mecca Lawson | | | **CM Signature:** | Sha'mecca Lawson F4489A0D7D63447... | | |
| **Commission Meeting Date:** | 01.14.2026 | | **Item Type:** *(Enter X in box)* | **Resolution** | **Ordinance** | **Other** | |
| | | | | X | | | |
| **Fiscal Impact:** *(Enter X in box)* **N/A** | **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)* **NA** | | **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:** | | **Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)* | | |
| | X | | **Enhance Organizational** ■<br>**Bus. & Economic Dev** ☐<br>**Public Safety** ☐<br>**Quality of Education** ☐<br>**Qual. Of Life & City Image** ☐<br>**Communication** ☐ | | | | |
| **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 ISSUE A REQUEST FOR PROPOSAL FOR THE CROSS-CONNECTION CONTROL PROGRAM.**

## Staff Summary:

**Issue/Recommendation**: Staff believe it is in the City's best interest to issue a Request For Proposal (RF P) for a Cross Connection Control Program also known as backflow device enforcement. Staff recommend the City Commission approve the City issuing an RFP for this system.

**History**: The city currently do not have a holistic approach to managing cross connections in the water distribution system. It is a state and federal requirement that all commercial properties be equipped with a backflow preventer device and the device must be inspected and certified annually.

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**Current Activity**: A small percentage of our commercial water customers have backflow preventer devices that are inspected and certified. We recently did a pilot program with a third-party vendor to determine the current condition of these devices and the majority that were found failed to be certified. Florida Department of Health requires that all commercial businesses connected to the public drinking water system have certified backflow preventers installed.

**Financial Impact**: The current expense associated with this initiative is potential advertising costs. These costs will be charged to the Non-Department Division under Other Advertising account 19-515491, which has a current balance of $5,000 for FY 2026.

## Proposed Action:

Staff recommends the City Commission authorize the issuance for a Request For Proposals (RFP) for proposals to provide a Cross Connection Control Program.

## Attachment:

Cross Connection Control Program RFP

# CITY OF OPA-LOCKA

**REQUEST FOR PROPOSALS**
**25-TBA**
**Cross-Connection Control Program Management Services**

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ANTI-KICKBACK AFFIDAVIT
CLIENT REFERENCE FORM

**ADVERTISEMENT**

**RFP 25-TBD**

The sealed proposal for Cross-Connection Control Program Management Services for the City of Opa-locka will be received at the City Clerk's Office on
**TBD by 2:00 p.m.**

**Proposals may be submitted via one of two methods:**

1. Electronic Submission via DemandStar: Proposals should be submitted through www.demandstar.com (e-bid) by 2:00 p.m. ET on the designated due date. The City strongly prefers and encourages electronic submissions.

2. Submission via Postal Mail: Sealed proposals may be submitted via mail to the address below by 2:00 p.m. ET on the due date. Any Request for Proposals (RFQ) package that arrives after the specified closing time will be returned unopened.

**Instructions for Postal Mail Submission:**
Please submit one (1) original proposal, six (6) copies, and one copy of the proposal package on a USB flash drive in PDF format. All materials should be enclosed in sealed envelopes or packages. The envelopes or packages must be addressed to the City Clerk's Office, City of Opa-locka, Florida, and marked as follows: RFP 25-TBD Agent of Record services for Brokerage/Agency Firm for General Liability, Cyber Liability, Automobile Liability and Physical Damage, Property, and Workers Compensation and Employer Liability Coverages.

**Mailing Address:**
City of Opa-locka
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com. The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer(s) whose proposal best complies with the **RFP NO: 25-TBD** requirements.

Joanna Flores
City Clerk

# PART I
# PROPOSAL GUIDELINES

**1-1. Introduction:** The City of Opa-locka is requesting proposals from qualified professional consultants to provide Cross-Connection Control Program Management Services.

**1-2. Proposal Submission and Withdrawal**: The City of Opa-locka will accept proposals by mail; however, it is Proposer's responsibility to submit Proposer's proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 p.m. on TBA. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk

780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 25-TBD –** Cross-Connection Control Program Management Services.

This package shall also include the Proposer's return address. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the City and will not be returned to the Proposer. The City cautions Proposers to assure actual delivery of mailed or hand-delivered

proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

**1-3. Number of Copies**: Proposers shall submit an **original and six (6) copies (a total of 7) plus one copy on USB flash drive in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

**1-4. Development Costs**: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFQ.

**1-5. Inquiries**: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFQ until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFQ so that they may read and interpret such for themselves. No employee other than the City Purchasing Officer is authorized to interpret any portion of this RFQ or give information as to the requirements of the RFQ in addition to what is contained in the written

RFQ document.

**1-6. Addendum:** The City may record its response to inquiries and any supplemental instructions in the form of written addenda posted on the City's website up to five (5) calendar days before the published submission date. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFQ opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Officer through written communication prior to the opening of the proposals.

**1-7. Contract Awards**: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous. The Proposer understands that this RFQ does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties. The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re- advertise other proposals.

**1-8. Contractual Agreement:** This RFP and selected proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Agreement document, original Terms and Conditions, and Proposer response. All legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

**1-9. Selection Process:** The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

**1-10. Public Records:** Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. To limit public disclosure, Proposers must invoke the Exemptions to Disclosure provided by law in the response to the bid, must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined during normal working hours.

**1-11. News Releases:** The Proposer shall obtain the prior approval of the City Manager's Office for all news releases or other publicity pertaining to this solicitation or the service, study or project to which it relates.

**1-12. Insurance:** The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers'

insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than $1,000,000 per Occurrence/ $2,000,000 Aggregate (Including Policy Number and Policy Period);

2. Evidence of Auto Liability coverage with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number and Policy Period);

3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);

5. Minimum 30-day written notice of cancellation.

**1-13. Licenses:** Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFQ submittal. The proposal of any Proposer not fully licensed and certified shall be rejected.

**1-14. Public Entity Crimes:** Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of people and affiliates who are disqualified from public contracting and purchasing processes because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business more than the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently $35,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFQ proposal forms, Proposer attests that it has not been placed on the "Convicted Vendor List".

**1-15. Code Of Ethics:** If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer shall be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

**1-16. Drug-Free Workplace:** Preference shall be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

**1-17. Permits and Taxes:** The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

**1-18. Protests:** Protests of the plans, specifications, and other requirements of the Request for Proposal must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of the award. A detailed explanation of the protest must be included.

**1-19. Termination for Convenience:** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of the Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment to the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

**1-20. Cone of Silence:** This solicitation is subject to a Cone of Silence pursuant to Section 2-320.2 of the City of Opa-locka's Code of Ordinances. A cone of silence shall be applicable to all City Staff, the Mayor and City Commission and its staff, the City Attorney and his/ her staff, the City Clerk and his/ her staff regarding any communication relating to requests for proposal (RFP), requests for qualification (RFQ), invitations to bid (ITB), request for letters of interest (RFLI), or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements.

**CALENDAR EVENTS**

| **EVENT** | **DATE/LOCATION** | |
|---|---|---|
| Release Date | TBD | |
| Pre-Bid Meeting | TBA | |
| Written Questions Due | TBD @ 5:00pm Email questions to jbergel@opalockafl.gov<br>With Subject line "RFQ No: Bid Questions" | |
| Response to Questions | TBD @ 5:00pm | |
| Due Date/Bid Opening | TBD @ 2:00 pm | |
| 1st Evaluation Committee Meeting | TBA | |
| Award Recommendation | TBA | |
| Commission Approval | TBA | |
| Post Award | TBA | |

# PART II
# NATURE OF SERVICE

The City is requesting proposals from qualified firms to provide **Cross-Connection Control Program Management Services** to ensure compliance with **Florida Department of Environmental Protection (FDEP) Regulation 62-555.360**. The primary objectives of this program are to:

Total number of water service connections: **6,500**
Total number of currently documented backflow preventer assemblies: unknown at this time

- **Preemptively identify and document cross-connection/backflow hazards** and notify buildingowners of any mandatory corrective action when required and monitor compliance cycle.
- **Manage Backflow Test Tracking/Send Notifications**- Monitor, track periodic test documentation, print and send corrective action notifications related to Backflow Preventer Assemblies connected to the public water system.
- **Establish a cloud based secure database of cross-connection control** and backflow prevention records for each service connection included in the program. All data collected and managed remains the sole property of the public water system,
- **Ensure all program data is compatible for import with ESRI ArcGIS/ArcMap** for enhanced geographic and system-wide analysis.
- **Provide onsite training** for public water system staff on cross-connection and backflow prevention fundamentals.
- **Conduct a comprehensive review and optimization of the public water system's Cross-Connection Control Program.**
- **Develop and update a comprehensive written Cross-Connection Control Program Plan and Policy Manual** that includes all regulatory requirements, customer notification templates, and public awareness materials.

The selected contractor will be responsible for all activities outlined in the **Scope of Work** and must provide all necessary personnel, equipment, and software to effectively administer the program.

**Cross-Connection Surveys/Inspections**
The selected contractor shall be responsible for **proactively identifying and documenting cross- connection/backflow hazards** throughout the [Public Water System Name] service area. This includes:

- **On-Site Cross-Connection Surveys:** Conduct visual inspections at commercial, industrial, and institutional properties, as well as select residential properties, to identify potential cross-connections.
- **Hazard Documentation:** Maintain accurate records of all surveyed locations, including:
    - Type of facility.
    - Potential cross-connections identified.
    - Risk classification is based on degree of hazard.
    - Recommended corrective actions.

- **Property Owner Notification:** Provide written notifications to building owners detailing any mandatory corrective actions required for compliance.
- **Follow-Up & Compliance Monitoring:** Track compliance cycles and conduct follow-up inspections to verify corrective actions have been completed.
- **Data Management & Reporting:** Maintain a **digital tracking system** accessible to City of Opa-locka Public Water System staff that includes survey records, compliance statuses, and pending corrective actions.

**Backflow Test Tracking/Notifications**

The selected contractor shall establish a **comprehensive backflow prevention assembly compliance tracking system** to ensure all devices connected to the [Public Water System Name] distribution system are properly tested and maintained. This includes:

- **Backflow Prevention Assembly Inventory** with updated device locations and testing schedules.
- **Monitoring & Compliance Tracking** for test due dates and follow-up on overdue tests.
- **Property Owner Notifications** with reminders, compliance deadlines, and enforcement warnings.
- **Coordination with Certified Backflow Testers** to ensure testing is performed by qualified personnel.
- **Enforcement Follow-Up** with escalations as necessary, including service shutoffs for non-compliance.
- **Secure Data Management** to allow staff access to backflow test records and compliance tracking.

**Cross-Connection Control Program Data Accessibility and GIS Integration**

1. The contractor must use a cross-connection control software package for program management. The software package must be approved by the City of **Opa-locka** and able to produce at a minimum the following reports and notices:
    a. Standard notices and reports to include inspection, re-inspection, testing, non-compliance and compliance notices.
    b. Produce management reports for notices, inventory of devices, device tests, inspection schedules, device test schedules, overdue inspections, and device test forms.
    c. Schedule inspection and device testing notices from internal records, standard procedures, and timing as required by **FDEP** approved, City of **Opa-locka** CCC Plan.
    d. Track testable and non-testable devices and compliance requirements.
    e. Automatically access all data relevant to a particular facility or period.

f. Generate the Annual Cross Connection Control Report and support documents.

g. The Contractor shall provide the entire database for the cross-connection program from program inception through the end of the calendar year in a mutually agreeable electronic format.

h. The Contractor shall utilize a proprietary or commercially available cross-connection program software package. If proprietary software is utilized, the Contractor shall provide the City with a working copy through the term of the contract and for sufficient period following termination of the contract. The city is authorized to view the database, and to export the database to another
cross-connection program software system within six months of contract termination and receipt of the final database described above.

i. The Contractor shall provide written report on specific events or accounts upon request.

j. The contractor shall ensure that all cross-connection control program data is accessible to designated water system staff and is important for use with ESRI ArcGIS/ArcMap. This includes:

k. Provide location data formatted for easy GIS integration.

**Onsite Cross-Connection & Backflow Basics Training for Public Water System Staff**

The contractor should provide **up to eight (8) hours of onsite training** for City of Opa-locka Public Water System staff on cross-connection and backflow prevention. Topics must include:

- **Overview of Cross-Connection Control Regulations (FDEP 62-555.360)**
- **Identifying Cross-Connections & Backflow Hazards**
- **Types of Backflow Prevention Assemblies & Their Functions**
- **Surveying & Inspection Procedures**
- **Understanding Backflow Test Reports**

**Utility Cross-Connection Control Program Review & Optimization**
The contractor shall perform a **comprehensive review of the existing Cross-Connection Control Program** and provide consulting and recommendations for improvements. This includes:

- **Regulatory Review & Ordinance Compliance**
- **Notification Timeliness & Enforcement Procedures**
- **Inspection Prioritization & High-Hazard Containment**
- **Public Awareness & Customer Education Enhancements**
- **Database Management & Business Change Tracking**

- **Facility Inspection Scheduling & Risk Classification**

**Cross-Connection Control Program Plan & Policy Manual Update**
The contractor shall develop or update a **comprehensive written Cross-Connection Control Program Plan and Policy Manual** for the City. This document must:

- **Incorporate all relevant state and local regulations**, including FDEP 62-555.360 and applicable plumbing codes.
- **Outline enforcement policies and compliance procedures** for managing cross-connections.
- **Include customized templates for customer notifications**, such as:
    - Initial Inspection Notices
    - Compliance Notices
    - Non-Compliance Warnings (1st and 2nd notices)
    - Final Notice/Enforcement Penalty Notices
    - Special Program Notices
- **Develop standardized public awareness materials** to educate the community on cross-connection control program participation and compliance.
- **Ensure program documentation remains up to date** with evolving regulatory requirements.

**Proposal Submission Requirements**
Interested firms must submit a proposal including:

- **Company Background & Experience** demonstrate expertise in cross-connection control program management.
- **Scope of Work Approach** detailing methodologies for surveys, tracking, training, and compliance.
- **Software & Data Management** capabilities, including GIS integration.
- **References & Case Studies** from other public water systems.
- **Cost Proposal** with an itemized breakdown of fees.

**CONTRACT AWARD**

Any contract, as a result of this RFP, will be submitted to City Commission for considerations and may be submitted to their approval. The Contract award, if any, shall be made to the proposer whose bid shall be deemed by the City to be in the best interest of the City. The City's decision to make the award and which bid is in the best interest of the City shall be final.

## PART III
## PROPOSAL REQUIREMENTS

## 3-1 RULES FOR PROPOSALS

To maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all people or entities interested in the proposal as principals. The proposal must declare that it is made without any other person or entity submitting a proposal pursuant to this RFP.

## 3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposal for firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents
Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.
3.2.3.2 Briefly state the Proposer's understanding of the work to be done.
3.2.3.3 Give the names of the people authorized to make representations for the Proposer, their titles, telephone numbers, e-mail addresses and mail address if different from that provided on the Cover page.
3.2.3.4 Corporate Officer signed certification of the Proposal contents.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.
3.2.4.2 Mailing Address and Phone Number.
3.2.4.3 Names and contact information of people to be contacted for information or services if different from the name of person in charge.
3.2.4.4 Normal business hours.
3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).
3.2.4.6 Give the date business was organized and/or incorporated, and where.
3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff at that office.
3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.
3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach

Describe in detail the proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section of the Nature of Services.

3.2.6.3 Provide resumes, not exceeding one page each, of all key personnel who will be assigned for this project.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program, including completion date.

3.2.7.2 Indicate the earliest available start date for Proposer's project team.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Identify the structure and amount of compensation

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the Proposer has provided set services outlined in the bid document. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must submit with their Proposals the following completed forms

- Proposer Qualifications
- Cost Proposal
- Certification regarding debarment and suspension
- Drug Free workplace certification
- Non-Collusion Affidavit
- Non-Discrimination Affidavit
- E-Verification Form
- Anti-kick Affidavit Form
- Client Reference Form

**FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.**

# PART IV
# EVALUATION OF PROPOSALS

## 4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review and evaluate all proposals. The Selection Committee will use a point formula during the review process to score proposals and assign points in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP, including a detailed explanation of how the services shall be performed. Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation which includes all documents correctly formatted, was timely submitted and is appropriately signed as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract will be awarded to the most responsive Proposer whose Proposal best serves the interest of and represents the best value to the City of Opa-locka.

## 4-2 EVALUATION CRITERIA

The Committee may have any/or all Proposers make presentations and be interviewed by the Committee as part of the evaluation process. The Committee's decision will be communicated to all Proposers. A Proposer's presentation may clarify but may not modify its submitted Proposal. Any discussion between the Proposer and Selection Committee is intended only for providing clarification in response to Committee questions.

| **Evaluation Criteria** | **Weight** |
|---|---|
| **Experience & Qualifications (Cross-Connection Control Expertise)** | 30% |
| **Methodology & Approach (Surveys, Tracking, Notifications)** | 30% |
| **Software & Data Management Capabilities** | 20% |
| **Cost Proposal** | 20% |
| **TOTAL** | 100% |

## 4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in

order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

**4-4 FINAL SELECTION**

The City will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated Agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

**4-5 AWARD AND CONTRACT EXECUTION**

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

**PROPOSER QUALIFICATIONS**

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:
   Name:_____ Address: _____

   City, State, Zip:_____Phone/Fax: _____

2. Check One: Corporation ( ) Partnership ( ) Individual ( )

3. If Corporation, indicate:
   Date of Incorporation:_____State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization:_____

5. **Name and Title of Principal Officers** **Date Elected:**

   _____ _____

   _____ _____

   _____ _____

   _____ _____

6. The length of time in business:_____years

7. The length of time (continuous) in business as a service organization in Florida:
   _____years

8. Provide a list of at least three commercial or government references that the bidder has supplied services meeting the requirements of the City of Opa-locka RFP during the last twenty- four months.
9. A copy of County and/or Municipal Occupational License(s)

**Note:** *Information requested herein and submitted by the Proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

**PRICE PROPOSAL FORM**

If Proposer fees will be paid by City, Proposer understands and agrees that the Contract Price is the lump sum to furnish and install all the Work complete in place. The proposer's price will not be adjusted unless the City changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, supervision and services necessary to provide a complete, in place Project for the Proposed Price of:

**LUMP SUM PRICE: $_____**

SUBMITTED
THIS _____ DAY OF _____ 2025.

BID SUBMITTED BY:

_____
Company

_____
Telephone Number

_____
Name of Person Authorized to Submit Bid

_____
Fax Number

_____
Signature

Email Address

_____
Title

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

**1.** The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

**A.** Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

**B.** Have not, within a three-year period preceding this offer, 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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

**C.** Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

**2.** The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

**A.** "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

**B.** The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**C.** A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

**D.** 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 paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

**E.** The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature_____

Printed Name _____

## DRUG-FREE WORKPLACE CERTIFICATIONFORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by_____the
(Name)
_____of_____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Date Signature

**CITY OF OPA-LOCKA NON-COLLUSION AFFIDAVIT**
**STATE OF FLORIDA - COUNTY OF MIAMI DADE**

**_____ being first duly sworn, deposes and says that:**

(1) He/She/They is/are the _____ (Owner, Partner, Officer, Representative or Agent) of _____ the PROPOSER that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

| | |
|---|---|
| _____ | By: _____ |
| Witness | Signature |
| _____ | _____ |
| Witness | Print Name and Title |

**NON-DISCRIMINATION AFFIDAVIT**

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_____

Title:_____

Sworn and subscribed before this

_____day of_____, 20____

_____
Notary Public, State of Florida

_____
(Printed Name)

My commission expires:_____

## E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

*By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.* The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisionsherein.

# E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract isa condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

# ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA )
) ss:
COUNTY OF MIAMI-DADE )

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed, or compensation that may be received as a result of this Proposal, will be paid to any employees of the City of Opa-Locka, its elected officials, and
_____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:_____

Title: _____

Sworn and subscribed before me this

day of _____, 2025

_____
Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM NON-RESPONSIVE**

# CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

**1)** Name of Client Entity:_____

Address: _____

City/State/Zip:_____

Contact:_____

Title:_____

Email Address:_____

Telephone:_____

Scope of Work: _____

Description of Services Provided:_____

_____

**2)** Name of Client Entity:_____

Address: _____

City/State/Zip:_____

Contact:_____

Title:_____

Email Address:_____

Telephone:_____

Scope of Work: _____

Description of Services Provided:_____

_____

**3)** Name of Client Entity:_____

Address: _____

City/State/Zip:_____

Contact:_____

Title:_____

Email Address:_____

Telephone:_____

Scope of Work: _____

Description of Services Provided:_____

_____

Sponsored by: City Manager

**RESOLUTION NO. 25-XXX**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING EXECUTION OF AN ASSIGNMENT AND ASSUMPTION PERTAINING TO A BROWNFIELD SITE REHABILITATION AGREEMENT FOR 1700 SERVICE ROAD; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Castle Opa, LLC is the owner of the property located at 1700 Service Road in Opa-locka and is under contract to sell the property to 1700 Service Holdings; and

**WHEREAS,** pursuant to City of Opa-locka Resolution 99-6013, the property was designated as a Brownfield Economic Redevelopment Area. In 2018, Castle Opa, LLC bought the property and entered into a Brownfield Site Rehabilitation Agreement (BSRA) with Miami Dade County that committed the owner to voluntarily implement a cleanup plan for the site's eventual redevelopment; and

**WHEREAS,** the BSRA allows a site to be safely redeveloped while limiting future environmental liability. The Assignment & Assumption of BSRA, would assign the obligation of the BSRA to the new owner; and

**WHEREAS**, pursuant to paragraph 18 in the BSRA, the owner may assign its right and responsibilities under the BSRA with written consent of Miami Dade County and the local government with jurisdiction over the property (The City of Opa-locka), which consent cannot be unreasonable withheld; and

**WHEREAS,** the City Commission of the City of Opa-Locka desires to authorize execution of an assignment and assumption of a Brownfield Site Rehabilitation Agreement for property located at 1700 Service Road to a new owner.

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

**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 Resolution.

**SECTION 2. AUTHORIZATION FOR EXECUTION**

The City Commission of the City of Opa-Locka hereby authorizes the City Manager, and necessary City parties, to execute the Assignment & Assumption of the BSRA to assign all obligations, rights and responsibilities under the BSRA to a new owner with written consent of Miami Dade County, consistent with the documents attached hereto as Composite 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 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 _____

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# City of Opa-locka
# Agenda Cover Memo

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **City Manager:** | Sha'mecca Lawson | | **CM Signature** | Signed by: Sha'mecca Lawson F4489A0D7D63447... | | | |
| **Commission Meeting Date:** | 1.14.2026 | | **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** | **No** |
| | | | | | | 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:** | | **Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)* | | |
| | X | | **Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐ | | | | |
| **Sponsor Name** | City Manager | | **Department:** | | City Manager | | |

## Short Title:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO EXECUTE AN ASSIGNMENT AND ASSUMPTION OF BROWNSFIELD SITE REHABILITATION AGREEMENT FOR THE PROPERTY LOCATED AT 1700 SERVICE ROAD, AND TO TAKE ANY ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THE AGREEMENT.**

## Staff Summary:

Castle Opa, LLC is the owner of the property located at 1700 Service Road in Opa-locka and is under contract to sell the property to 1700 Service Holdings. Pursuant to City of Opa-locka Resolution 99-6013, the property was designated as a Brownfield Economic Redevelopment Area. In 2018, Castle Opa, LLC bought the property and entered into a Brownfield Site Rehabilitation Agreement (BSRA) with Miami Dade County that committed the owner to voluntary implement a cleanup plan for the site's eventual redevelopment. The BSRA allows a site to be safely redeveloped while limiting future environmental liability.

The Assignment & Assumption of BSRA, assigns the obligation of the BSRA to the new owner. As per paragraph 18 in the BSRA, the owner may assign its right and responsibilities under the BSRA with written

Docusign Envelope ID: 947B8DF0-6EF0-4BD1-8887-668AC6756D06

consent of Miami Dade County and the local government with jurisdiction over the property (The City of Opa-locka) which consent cannot be unreasonable withheld. There is no obligation on the part of the City.

**Financial Impact** –

| Proposed Action: |
| --- |

Staff recommend the City Commission approve this legislation.

| **Attachment:** |
| --- |

Assignment and Assumption of BSRA
Explanation of Brownfield Site Rehabilitation Agreement

**ASSIGNMENT AND ASSUMPTION OF BROWNFIELD SITE REHABILITATION AGREEMENT**

This Assignment and Assumption of Brownfield Site Rehabilitation Agreement ("Agreement") is made by and between Castle Opa LLC ("Assignor"), and 1700 Service Holdings LLC ("Assignee").

WHEREAS, on December 19, 2018, Assignor and Miami-Dade County ("MDC") entered into a Brownfield Site Rehabilitation Agreement ("BSRA") pursuant to section 376.80, Florida Statutes, Brownfield Site ID No. BF139901003, attached hereto as Exhibit "A";

WHEREAS, Assignor intends to assign the BSRA to Assignee; and

WHEREAS, Assignee intends to become the Person Responsible for Brownfield Site Rehabilitation for the brownfield site pursuant to section 376.80, Florida Statutes, and otherwise agrees to assume the obligations arising under the BSRA; and

WHEREAS, per paragraph 18 of the BSRA, Assignor may assign its rights and responsibilities under the BSRA with written consent of MDC and the local government with jurisdiction over the real property.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Assignee meets the eligibility requirements of section 376.82, Florida Statutes.

3. Assignor transfers, assigns, and sets over unto Assignee, all of Assignor's rights, title, and interest in the BSRA, with said assignment to be effective on the effective date of this Agreement.

4. Assignee, as of the effective date of this Agreement, assumes all of the obligations under the BSRA, specifically including but not limited to conducting site rehabilitation and submitting technical reports, obtaining any local, state, and federal permits required for site rehabilitation work, allowing FDEP access to the site, and conducting site rehabilitation under the observation of professional engineers or professional geologists.

5. Pursuant to paragraph 22 of the BSRA, Assignee's representative for the BSRA is Nathan Cohen, 3050 Biscayne Boulevard, Suite 801, Miami, FL 33137, (786) 362-5516, ncohen@modani.com. **Attached hereto as Exhibit B is an updated Site Access Agreement.**

6. By executing this Agreement, under penalty of perjury Assignor and Assignee attest that (i) there is no operating agreement, written or oral, which limits the authority of the Assignor's and Assignee's signatories to execute this Agreement and (ii) Assignor's and Assignee's signatories are fully authorized to execute this Agreement.

7. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement has been made and executed on the date set forth by each duly authorized representative, and is effective as of the date of the execution of the final required signatory.

**ASSIGNOR:**

By: _____

Print Name: Elliot Stone
Print Title: Manager
Address: 11900 Biscayne Blvd
Miami, FL 33181

Date: Dec. 9, 2025

**ASSIGNEE:**

By: _____

Print Name: Nathan Cohen
Print Title: Manager
Address: 3050 Biscayne Blvd suite 801
Miami, FL 33137

Date: 12/12/2025

**CITY OF OPA-LOCKA**

By: _____

Print Name: _____
Title: _____

Address: _____
_____

Date: _____

**Approved as to form and legality:** _____
**MDC Assistant County Attorney**

**MIAMI-DADE COUNTY**

**By:** _____
**Mayor, or her designee**
**Print Name:** _____
**Address:** _____
_____

**Date:** _____

FILING AND ACKNOWLEDGMENT FILED, on this date, pursuant to §120.52 Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

_____
Clerk (or Deputy Clerk)

Date: _____

cc: Scott Sweeney, FDEP Brownfields Program Manager
Justin Cross, FDEP Government Analyst II, Brownfields Program
Megan Johnson, FDEP Environmental Consultant, Brownfields Program
Ryenne Hathaway, Southeast District Brownfields Coordinator, FDEP
Sandra Rezola, MDC RER's Brownfields Coordinator
Elliot Stone, Assignor
Nathan Cohen, Assignee

A **Brownfield Site Rehabilitation Agreement (BSRA)** is a **legal contract** between a **property owner or developer** and a **government environmental agency** that lays out **how a contaminated property (a "brownfield") will be cleaned up and reused**.

It allows a site to be **safely redeveloped** while limiting future environmental liability.

The BSRA:

- Defines **who is responsible** for the cleanup
- Specifies **how the site will be assessed and cleaned**
- Sets **cleanup standards** (industrial vs. residential use)
- Provides **legal protections** once cleanup is complete

# Why Are BSRAs Used?

- Encourages **redevelopment of contaminated land**
- Protects developers from **future cleanup lawsuits**
- Reduces pressure to develop **undeveloped ("greenfield") land**
- Often unlocks **tax incentives, grants, or liability relief**

# What Happens After Cleanup?

Once all requirements are met:

- The agency issues a **No Further Action** or **Site Closure** determination
- The property can be **sold, financed, or developed**
- The owner gains **protection from future environmental liability**, as long as conditions are maintained

**EXHIBIT A -** Brownfield Site Rehabilitation Agreement

BEFORE MIAMI-DADE COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

IN RE: Castle Opa LLC
Castle Opa Brownfield Site
1700 Service Road, Opa-Locka, FL 33054-3750
Opa-Locka Brownfield Area
Brownfield Area Identification Number: 139901000
Brownfield Site Identification Number: 139901003

BROWNFIELD SITE REHABILITATION AGREEMENT PURSUANT TO §376.80(5), Florida Statutes (F.S.)

WHEREAS, the Brownfields Redevelopment Act was enacted to reduce public health and environmental hazards on existing commercial and industrial sites by offering incentives to encourage responsible persons to voluntarily develop and implement cleanup plans; and

WHEREAS, Miami-Dade County ("MDC") has been delegated the authority to administer the Florida Brownfields Program on behalf of the State of Florida's Department of Environmental Protection ("Department") and administer and enforce the provisions of Chapters 403 and 376, F.S., and the rules promulgated thereunder, Chapters 62-777 and 62-780, Florida Administrative Code (F.A.C.), as amended, and

WHEREAS, MDC has jurisdiction over the matters addressed in this Brownfield Site Rehabilitation Agreement ("BSRA"); and

WHEREAS, the Department and MDC, through its delegation have the authority, pursuant to §376.81, F.S., to establish by rule, criteria for determining the rehabilitation program tasks that comprise a site rehabilitation program and the level at which a rehabilitation program task and a site rehabilitation program may be deemed complete;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed as follows:

This BSRA is entered into between MDC and CASTLE OPA LLC, hereinafter the Person Responsible for Brownfield Site Rehabilitation ("PRFBSR") (collectively referred to as the "parties"), for the rehabilitation of a brownfield site within a designated brownfield area pursuant to §376.80(5), F.S. MDC and the PRFBSR agree to the following:

1. MDC

The Department of Regulatory and Economic Resources (RER) is the agency of MDC with authority and power to enforce the provisions of Chapters 376 and 403, F.S.

2. PERSON RESPONSIBLE FOR BROWNFIELD SITE REHABILITATION

Castle Opa LLC is the PRFBSR as defined in §376.79(13), F.S., for the real property described in the map and legal description in Attachment A (the "Brownfield Site"), incorporated herein, that has been designated by the City of Opa-Locka in Resolution #99-6013 (dated 02/24/1999) as a brownfield area as defined in §376.79(4), F.S. **Attachment A** is a composite exhibit that includes: (a) the legal description and map of the Brownfield Site; and (b) the City of Opa-Locka resolution with all attachments including the map of the designated brownfield area. The brownfield site consists of 7.58 acres.

3. PRFBSR'S DUTIES

The PRFBSR agrees:

(a) to conduct "site rehabilitation" of any "contaminated site(s)" as defined in §376.79, F.S., whose source originates on the real property described in **Attachment A as the Brownfield site.** If such contaminated site(s) extend(s) beyond the boundary of the Brownfield site, then PRFBSR agrees to conduct site rehabilitation to address the entire contaminated site;

(b) to conduct site rehabilitation and submit technical reports and rehabilitation plans in a timely manner according to the attached brownfield site rehabilitation schedule agreed upon by the parties (see **Attachment B**), and incorporated herein;

(c) to conduct site rehabilitation activities under the observation of professional engineers or professional geologists, as applicable, who are registered in accordance with the requirements of Chapters 471 or 492, F.S., respectively. Submittals provided by the PRFBSR must be signed and sealed by a professional engineer registered under Chapter 471, F.S., or by a professional geologist registered under Chapter 492, F.S., as applicable, certifying that the submittal and associated work comply with the laws, rules and applicable ordinances of MDC and those governing the profession. Upon completion of the approved remedial action, a professional engineer registered under Chapter 471, F.S., or a professional geologist registered under Chapter 492, F.S., as applicable, must certify that the corrective action

was, to the best of his or her knowledge, completed in substantial conformance with the plans and specifications approved by MDC;

(d) to conduct site rehabilitation in accordance with Chapter 62-160, F.A.C., as the same may be amended from time to time;

(e) to obtain any local, state or federal approvals or permits required for the site rehabilitation work and to conduct the necessary site rehabilitation consistent with local, state, and federal laws, rules and ordinances. All site rehabilitation shall be consistent with the cleanup criteria in §376.81, F.S., the requirements of Chapters 62-780, F.A.C., Contaminated Site Cleanup Criteria, and 62-777, F.A.C., Contaminant Cleanup Target Levels;

(f) to allow access by MDC and the Department during the entire site rehabilitation process, as evidenced by the attached documentation (see **Attachment C**) incorporated herein, establishing that such site access has been secured by agreement with the real property owner. Upon the transfer of any real property interest in any portion of the Brownfield Site before site rehabilitation is complete, the PRFBSR shall notify MDC within 15 days from the date that such an interest is effective. With notice the PRFBSR shall provide a copy of an access agreement in substantially the same form as that in **Attachment C** with any successor in interest to the real property owner of the Brownfield Site or with any party with a real property interest in the Brownfield Site after the effective date of this agreement, granting such access to MDC and the Department; and

(g) to consider appropriate pollution prevention measures and to implement those that the PRFBSR determines are reasonable and cost-effective, taking into account the ultimate use or uses of the real property described in **Attachment A**. Local pollution prevention programs as well as state pollution prevention programs are available to assist in determining pollution reduction measures. The Department recommends that the PRFBSR contact RER's Division of Environmental Resources Management or the Department's Pollution Prevention (P2)/Waste Reduction Program at (850) 245-8707 or visit the P2 web site at http://www.dep.state.fl.us/pollutionprevention/aboutus.htm for recommendations on waste minimization and waste management and for assistance with pollution prevention measures. Such measures may include improved inventory or production controls and procedures for preventing loss, spills, and leaks of hazardous waste and materials, and include the goals for the reduction of releases of toxic materials.

(h) that upon the execution of this BSRA the terms and conditions of the Consent Agreement executed with the MDC Department of Regulatory and Economic Resources, Division of Environmental Resources Management (DERM) on March 26, 2018 (SW-1354, ASB-1, IW5-3869), only as it pertains to corrective actions on the contaminated site(s) excluding asbestos-related corrective actions, originating on the real property as described in **Attachment A**, will be held in abeyance and shall remain in abeyance, provided the PRFBSR is in compliance with the terms of this BSRA. In the event MDC determines that PRFBSR is not in compliance with the terms and conditions of this BSRA, subject to the provisions of Paragraphs **11** and **19** hereof, the PRFBSR agrees that the terms and conditions of the Consent Agreement shall return in full force and effect.

4. CERTIFICATION

The PRFBSR certifies that he/she has consulted with the local government with jurisdiction over the brownfield area about the proposed redevelopment of the brownfield site, that the local government is in agreement with or approves the proposed redevelopment, and that the proposed redevelopment complies with applicable laws and requirements for such redevelopment. Documentation that supports this certification is provided as **Attachment D**.

5. SITE CONTRACTOR

The PRFBSR must ensure that the contractor who is performing the majority of the site rehabilitation program tasks pursuant to this BSRA or supervising the performance of such tasks by licensed subcontractors in accordance with the provisions of § 489.113(9), F.S., has provided certification to MDC that the contractor meets the requirements listed below. If the identity of the contractor is known at the time of the execution of this BSRA, a Brownfields Redevelopment Program Contractor Certification Form (CCF) shall be submitted as **Attachment E** to this BSRA. If the contractor has not yet been determined, the PRFBSR shall ensure that the CCF is submitted to the RER Brownfield Coordinator and approved by MDC before the contractor begins performing any site rehabilitation tasks at the site.

The PRFBSR must submit to MDC documentation as **Attachment F** which shows a National Environmental Laboratory Accreditation Program ("NELAP")-recognized authority has accredited the laboratory(s) that will perform the analyses required by this agreement.

Any contractor that performs site rehabilitation tasks at a contaminated site originating on the real property as described in **Attachment A** shall provide documentation in accordance with the provisions of the paragraph above and with **Attachments E and F,** if applicable, showing that any contractor that performs site rehabilitation tasks:

(a) meets all certification and license requirements imposed by law; and

(b) performs, or has laboratory analyses performed, pursuant to NELAP certification requirements and performs, or has field sampling work performed, in accordance with the Standard Operating Procedures provided in Chapter 62-160, F.A.C., as amended, if applicable to performance of site rehabilitation tasks.

6. CONTINUOUS COMPLIANCE

During the entire site rehabilitation process, the PRFBSR agrees to ensure that the contractor continues to comply with the requirements of **Paragraph 5** of this BSRA pursuant to the requirements of §376.80(6), F.S.

7. VOLUNTARY CLEANUP TAX CREDIT PROGRAM

Not all activities that are approved or performed in association with a BSRA are eligible for the state's Voluntary Cleanup Tax Credit (VCTC). In accordance with Section 376.30781, F.S., only costs incurred and paid by the applicant that are either integral, necessary and required for site rehabilitation or for solid waste removal, are eligible for the VCTC. Contamination assessment or remediation paid for by the State of Florida for a discharge that is eligible for a state-funded cleanup under the Dry-Cleaning Solvent Contamination Program or one of the Petroleum Restoration Program's eligibility programs, may not be used to calculate a tax credit. "Site rehabilitation" means the assessment of site contamination and the remediation activities that reduce the levels of contaminants at a site through accepted treatment methods to meet the cleanup target levels established for that site. For sites subject to the Resource Conservation and Recovery Act, as amended, the term includes removal, decontamination, and corrective action of releases of hazardous substances. "Solid waste removal" means removal of solid waste from the land surface or excavation of solid waste from below the land surface and removal of the solid waste from the brownfield site. Nothing contained herein is intended to limit the VCTC otherwise available to the PRFBSR under applicable law. General information about the VCTC Program is available at http://www.dep.state.fl.us/waste/categories/vctc/default.htm. For specific questions regarding the VCTC Program, please contact the Department's Waste Cleanup Program at (850) 245-8927.

8. ADVISORY COMMITTEE

The PRFBSR shall establish an advisory committee pursuant to the requirements of §376.80(4), F.S., for the purpose of improving public participation and receiving public comments on rehabilitation and redevelopment of the brownfield area, future land use, local employment opportunities, community safety, and environmental justice. The advisory committee should include residents within or adjacent to the brownfield area, businesses operating within the brownfield area, and others deemed appropriate. However, if an appropriate local advisory committee already exists, this committee may be used for requesting public participation and for the purposes of complying with this paragraph.

The PRFBSR shall provide the advisory committee a copy of the final proposed draft BSRA and a copy of the executed BSRA. When the PRFBSR submits a site assessment report or the technical document containing the proposed course of action following site assessment to MDC for review, the PRFBSR shall hold a meeting or attend a regularly scheduled meeting to inform the advisory committee of the findings and recommendations in the site assessment report or the technical document containing the proposed course of action following site assessment.

The names, addresses, contact numbers, and applicable affiliation for each advisory committee member is included as **Attachment G**.

9. INDEMNIFICATION

The PRFBSR shall save and hold harmless and indemnify MDC and the Department against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this BSRA and from the negligent acts or omissions of the PRFBSR or its employees, agents, contractors, subcontractors, or other representatives, to the extent allowed by law.

10. LIABILITY PROTECTION

The liability protection provided under §376.82, F.S., shall become effective upon execution of this BSRA and shall remain effective, provided the PRFBSR complies with the terms of this BSRA.

11. TERMINATION

If the PRFBSR fails to comply with this BSRA, MDC shall notify the PRFBSR and allow 90 days for the PRFBSR to return to compliance with the provision at issue or to negotiate a modification to the BSRA with MDC for good cause shown. If an imminent hazard exists the 90-day grace period shall not apply. If the project is not

returned to compliance with this BSRA and a modification cannot be negotiated, MDC shall terminate this BSRA.

The PRFBSR may terminate this BSRA at any time upon written notice to MDC.

Termination of this BSRA by either party will revoke the immunity provision of §376.82, F.S. Upon termination of this BSRA, the Consent Order dated March 26, 2018 (#SW-1354, ASB-1, IW5-3869) executed with the MDC Department of Regulatory and Economic Resources, Division of Environmental Resources Management (DERM), will return immediately to full force and effect.

12. IMMINENT HAZARD

Nothing herein shall be construed to limit the authority of MDC to undertake any action in response to, or to recover the costs of responding to, conditions at or from the real property described in **Attachment A** that require MDC to take action to abate an imminent hazard to the public health, welfare or the environment.

13. RELEASE OF LIABILITY

Upon successful completion of this BSRA as evidenced by the issuance of a Site Rehabilitation Completion Order (SRCO) for each contaminated site originating from the real property described in **Attachment A**, the PRFBSR and his or her successors and assigns, shall be relieved from further liability for site rehabilitation as described in paragraph 3.a. of this BSRA to MDC and third parties and of liability in contribution to any other party who has or may incur cleanup liability for the contaminated site(s).

MDC will release the Respondent to the Consent Agreement executed with the MDC Department of Regulatory and Economic Resources, Division of Environmental Resources Management (DERM) on March 26, 2018 (SW-1354, ASB-1, IW5-3869) and his or her successors and assigns, from its corrective action obligations pursuant to the Consent Agreement (excluding asbestos-related corrective action) for the real property covered by this BSRA upon issuance of the Brownfields Site Rehabilitation Completion Order issued pursuant to this BSRA.

This release of liability is subject to the reopener provisions of §376.82(3), F.S.

14. GOVERNING LAW

This BSRA has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida and any applicable local regulations. Wherever possible, each provision of this BSRA shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this BSRA shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such

provision or the remaining provisions of this BSRA. Any action hereon or in connection herewith shall be brought in Miami-Dade County, Florida.

15. SUBMITTALS

The PRFBSR shall submit one hard (paper) copy or one electronic (digital) copy of any certifications or documentation required in Paragraph 6 ("Site Contractor") above, and all data, reports, responses, addenda, or modifications to reports and plans required by this BSRA to:

**Wilbur Mayorga**
**Chief, Environmental Monitoring & Restoration Division**
**MDC Department of Regulatory and Economic Resources**
**701 NW 1st Court, 4th Floor**
**Miami, Florida 33136**

MDC encourages the submittal of documents for review in an electronic format rather than the submittal of paper copies. All electronic copies of documents shall be in the format listed in Section 8 of the Instructions and attached as **Attachment H**. Timeframes for MDC's review of technical reports and plans and submittal of documents by the PRFBSR shall be governed by the attached schedule (see **Attachment B**), incorporated herein. After final MDC approval of each report or plan, an electronic copy shall be submitted to MDC within 30 days. The electronic copy of the report shall be submitted in the format listed in **Attachment H**.

16. DOCUMENT REVIEW

During the site rehabilitation process, if MDC fails to complete the review of a technical document within the timeframe specified in this BSRA, with the exceptions of "no further action proposals," "monitoring only proposals," and feasibility studies, which must be approved prior to implementation, the PRFBSR may proceed to the next site rehabilitation task. However, the PRFBSR does so at its own risk and may be required by MDC to complete additional work on a previous task.

17. FEES

MDC may charge and retain applicable fees for use in supporting the administration of the Brownfields Program. Any such fees shall be charged in accordance with the current fee schedule that has been reviewed and approved by the Board of County Commissioners. Nothing in this provision shall preclude MDC from charging and collecting administrative fees, investigative costs, or other costs incurred by MDC resulting from performing enforcement and compliance functions. Nothing in this Agreement shall prohibit MDC from seeking penalties, damages, costs, or attorney fees as provided by law or ordinance. All civil penalties and damages recovered by

MDC shall be deposited in a separate county fund which shall be used as set forth in Section 24-31, of the Code of Miami-Dade County, Florida.

18. ASSIGNMENT

The PRFBSR shall not assign any rights or responsibilities under this BSRA to any other party without the written consent of MDC and the local government with jurisdiction over the real property described in **Attachment A.** However, MDC shall not withhold its consent to such an assignment if: (a) the proposed assignee meets all of the eligibility criteria under §376.82, F.S.; (b) the proposed assignee has agreed, in writing, to assume all obligations of the PRFBSR under the terms of this Agreement; and (c) the assignment of PRFBSR obligations under any agreement with the local government with jurisdiction over the real property has been approved, in writing, by the local government.

19. WAIVER

By entering into this BSRA, the PRFBSR waives its right to challenge the contents of this BSRA in an administrative hearing afforded by §120.569 and §120.57, F.S., or an appeal afforded by the terms of §120.68, F.S. This BSRA does not deny the PRFBSR a right to challenge MDC's actions taken pursuant to this BSRA. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this BSRA, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

20. EFFECTIVE DATE AND ADMINISTRATIVE HEARING

This BSRA (Order) is final and effective on the date of execution unless a timely petition for an administrative hearing is filed under §§120.569 and 120.57, F.S., within 21 days after the date of receipt of notice of agency action. Upon the timely filing of such petition, this BSRA will not be effective until further order of MDC. The liability protection for the PRFBSR pursuant to §376.82(2), F.S., becomes effective upon execution of the brownfield site rehabilitation agreement. The procedures for petitioning a hearing are set forth below.

Persons other than the PRFBSR who are affected by this BSRA have the following options.

(a) If you choose to accept MDC's decision regarding this BSRA, you do not have to do anything. This BSRA is final and effective 21 days after the date of execution.

(b) If you choose to challenge MDC's decision, you may do the following:

(i) File a request for an extension of time to file a petition for hearing with the office of the Director of MDC RER at 701 NW 1st CT, 4th Floor, Miami, Florida 33136 within **21** days of receipt of this BSRA; such a request should be made if you wish to meet with MDC in an attempt to informally resolve any disputes without first filing a petition for hearing.

Or

(ii) File a petition for administrative hearing with the office of the Director of MDC RER at 701 NW 1st CT, 4th Floor, Miami, Florida 33136 within **21** days of receipt of this BSRA.

Please be advised that mediation of this decision pursuant to §120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Hearing:

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., MDC may grant a request for an extension of time to file a petition for hearing. Such a request shall be filed with (received by) the office of the Director of MDC RER at 701 NW 1st CT, 4th Floor, Miami, Florida 33136, within **21** days of receipt of this BSRA. Petitioner shall mail a copy of the request to the PRFBSR at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing:

A person whose substantial interests are affected by this BSRA may petition for an administrative proceeding (hearing) under §§120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed with (received by) the office of the Director of MDC RER at 701 NW 1st CT, 4th Floor, Miami, Florida 33136, within **21** days of receipt of this BSRA. Petitioner shall mail a copy of the petition to the PRFBSR at the time of filing. Failure to file a petition within this time period shall constitute a waiver of any right to request an administrative proceeding under Chapter 120, F.S.

Pursuant to §120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

1. The name, address, any email address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the PRFBSR's name and address; the Department's Brownfield Area and Brownfield Site Identification Numbers; and the name and address of the Brownfield Site; the name and address of each agency affected;

2. A statement of when and how each petitioner received notice of MDC's action or proposed action;

3. An explanation of how each petitioner's substantial interests are or will be affected by MDC's action or proposed action;

4. A statement of the disputed issues of material fact, or a statement that there are no disputed facts;

5. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of MDC's action or proposed action;

6. A statement of the specific rules or statutes the petitioner contends require reversal or modification of MDC's action or proposed action, including an explanation of how the alleged facts relate to the specific rules of statutes; and

7. A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes MDC to take with respect to MDC's action or proposed action.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that MDC's final action may be different from the position taken by it in this BSRA. Persons whose substantial interests will be affected by any such final decision of MDC have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

21. JUDICIAL REVIEW

Except for the PRFBSR, any party has the right to seek judicial review of this BSRA under §120.68, F.S., by filing a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure with the office of the Director of MDC RER at 701 NW 1st CT, 4th Floor, Miami, Florida 33136, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The notice of appeal must be filed within **30** days after this BSRA is filed with the clerk of RER (see below).

22. CONTACTS FOR GENERAL AND LEGAL QUESTIONS

Any questions about the content of this BSRA, MDC's review of the BSRA, or technical questions should be directed to MDC's Brownfields Coordinator at:

**Miami-Dade County Department of Regulatory and Economic Resources**
**701 NW 1st Court, 4th Floor**
**(305) 372-6700**

or to the PRFBSR's representative at:

**ELLIOT STONE OF CASTLE OPA LLC**
**1700 Service RD**
**Opa-locka, FL 33054-3750**
**(305) 891-3331**

Questions regarding legal issues should be referred to MDC's County Attorney's Office at 305-375-5151. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

23. ENTIRETY OF AGREEMENT

This BSRA represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this BSRA shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this BSRA, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Castle Opa LLC
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF139901003

IN WITNESS WHEREOF, each of the parties has made and executed this Brownfield Site Rehabilitation Agreement on the date set forth for each signature of each representative below: Jack Osterholt, MDC Deputy Mayor, or his designee, and Castle Opa LLC, the Person Responsible for Brownfield Site Rehabilitation, signing by and through Elliot Stone as Manager for Castle Opa LLC, duly authorized to execute same.

PERSON RESPONSIBLE FOR
BROWNFIELD SITE REHABILITATION

By: _____
(PRFBSR Authorized Signatory)

Elliot Stone - Manager
(Print Signatory's Name & Title) Castle Opa LLC

Date: 11/26/18

11900 Biscayne Blvd #212
(Address)

N. Miami FL 33181
(City, State, Zip Code)

305-891-3331
(Telephone)

MIAMI-DADE COUNTY

By: _____
(Deputy Mayor)

Date: 12/19/18

Approved as to form and legality

_____
MDC Assistant County Attorney

Christopher J. Wahl
(Print MDC Assistant County Attorney's Name)

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

FILING AND ACKNOWLEDGMENT FILED, on this date, pursuant to §125.52 Florida Statutes, with the designated RER Clerk, receipt of which is hereby acknowledged.

_____
Clerk (or Deputy Clerk)

Date 12/19/18

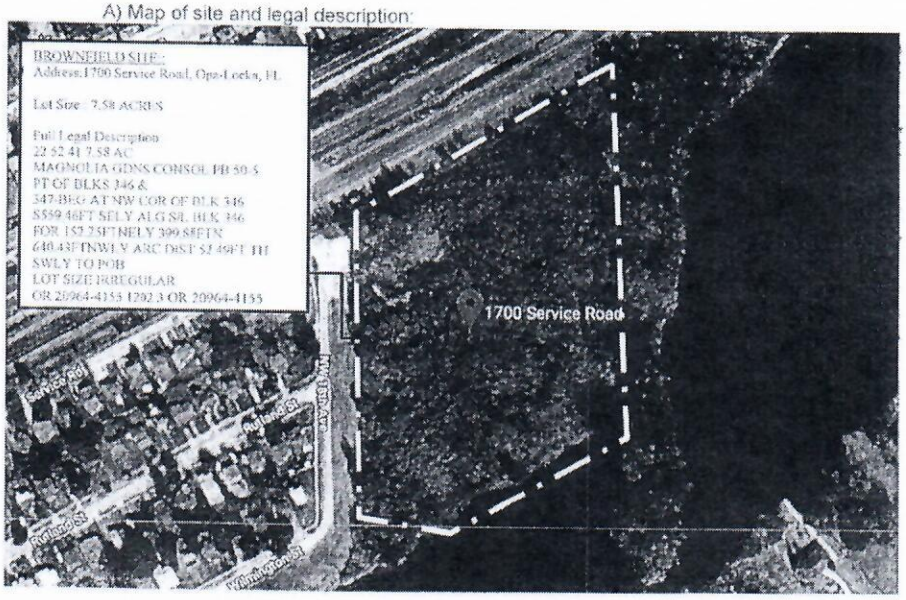
cc
Paul Alan Wierzbicki, Professional Geologist III, FDEP, Paul.Wierzbicki@dep.state.fl.us
Diane Pupa, Program Administrator, FDEP, diane.pupa@dep.state.fl.us
Carrie L. Kruchell, P.G., Environmental Manager, FDEP, Carrie.L.Kruchell@dep.state.fl.us
Sandra Rezola, Brownfields Coordinator, RER, Rezola@miamidade.gov

List of Attachments


| | |
|---|---|
| Attachment A | Local Government Resolution for the Brownfield Area andMap and Legal Description of the Brownfield Site |
| Attachment B | Brownfield Site Rehabilitation Schedule |
| Attachment C | Site Access Agreement |
| Attachment D | Certification of Redevelopment Agreement |
| Attachment E | Contractor Certification Form |
| Attachment F | Quality Assurance Certificate |
| Attachment G | Advisory Committee Members |
| Attachment H | Format for submittal of Technical Documents |

ATTACHMENT A - - LOCAL GOVERNMENT RESOLUTION FOR THE BROWNFIELD AREA AND MAP AND LEGAL DESCRIPTION OF THE BROWNFIELD SITE

A) Map of site and legal description:




9/2016 Revised MDC BSRA Model

B) City of Opa-Locka Resolution # 99-6013 (February 24, 1999)

Resolution No. 99-6013

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, WITH ATTACHMENT, DESIGNATING THE BOUNDARIES OF THE BROWNFIELDS ECONOMIC REDEVELOPMENT AREA INCLUDING ALL AREAS OUTLINED ON THE ATTACHED MAP AND ATTACHED LEGAL DESCRIPTION FOR THE PURPOSE OF ENVIRONMENTAL REMEDIATION AND; FURTHER AUTHORIZING THE CITY MANAGER TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION

WHEREAS, in resolution No. 98-5885, the City Commission emphasized the critical importance to the City of expeditious actions to redevelop real property with perceived contaminated sites which are underutilized ("brownfields"); and

WHEREAS, the Opa-locka Brownfields Task Force Technical and Identification Committee and Legal Committee have completed their survey of potential brownfields sites within the City and prepared a priority list of such potential sites which are attached to this resolution and incorporated herein; and

WHEREAS, the Brownfields Redevelopment Act, as revised and amended (Section 376.77, Florida Statutes) provides for a local government to designate a "brownfields area" containing one or more potential brownfields sites; and

WHEREAS, the task force has unanimously proposed a brownfields area, a map and a legal description which are attached and made an integral part of this resolution; and

WHEREAS, designation of a brownfields area is an essential step before any brownfields site rehabilitation agreements can be negotiated between persons proposing to redevelop brownfields sites and the Florida Department of Environmental Protection; and

WHEREAS, the designation of a brownfields area is likely to benefit the owners of property in the area by facilitating the clean-up and further redevelopment of their properties and

Resolution No. 99-6013

nearby and adjacent properties; and

WHEREAS, the Florida Statutes provide additional protection for any property owner located in a proposed brownfields area to have the property removed from the proposed designation; and

WHEREAS, the City's Public Works Department and Utilities Department wishes to begin the process of working with the owners of potential brownfields sites to have those sites formally designated as soon as the legal requirements have been completed.

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

**Section 1:** The above clauses are hereby incorporated by reference.

**Section 2:** The City Commission makes the following findings:

a. All potential brownfields sites to date are located within the confines of the proposed brownfields area excepting only those already subject to clean-up requirements under state or federal statutes and thus not eligible for brownfields site designation.

b. Based on its knowledge of the City and the uses which its land has been put to, it is unlikely that additional sites will be located in the near future in areas of the City not contained in the proposed brownfields area.

c. The proposed area warrants economic development and such development is likely, if concerns over actual or suspected contamination can be resolved.

d. The area is the smallest area that will allow a focused approach to the problems of brownfields sites within the City.

e. Private investors have expressed interest in developing or redeveloping several properties, the completion of which is likely to lead to the creation of a significant number of new permanent jobs, and at least one such investor has expressed a willingness to request designation of a

Resolution No. 99-6013

brownfields site so as to rehabilitate and redevelop the property.

f. At least one of the potential sites in the area offers the potential for additional recreational open space within the City.

g. All of the proposed brownfields area is within the boundaries of a designated enterprise zone, and accordingly, no hearing is required under the terms of section 376.80(2)(a).

**Section 3:** The City Commission accordingly:

a. Announces its intention to designate a brownfields area, the boundaries of which will be those on the attached map and legal description which are incorporated herein by reference, subject, however, to the views of the public.

b. Directs the City Manager to cause notice of the proposed area to be advertised in local newspapers and posted in appropriate locations, including the opportunity for interested persons to express their views on the designated area, and the opportunity for property owners to have their properties excluded.

c. Authorizes the City Manager to enter into negotiations with interested owners of properties identified by the task force as potential brownfields sites to establish whether they are prepared to request designation as a brownfields site and to undertake the necessary clean-up and redevelopment of the site on their own or in conjunction with other interested parties.

d. Further directs the City Manager and the task force to reconsider the proposed brownfields area in light of any comments received and discussions with the property owners, and to report the findings to the Commission.

PASSED AND ADOPTED this 24 day of FEBRUARY 1999.

MAYOR

LEGAL DESCRIPTION
OF PROPOSED BROWNFIELD
ECONOMIC DEVELOPMENT AREA
IN THE CITY OF OPA-LOCKA, FLORIDA

That portion of Section 20, Township 52 South, Range 41 East, lying Southerly of the Opa Locka Canal.

TOGETHER WITH

A portion of Section 21, Township 52 South, Range 41 East, being more particularly described as follows:

Begin at the Southeast corner of said Section 21, being at the intersection of N. W. 135th Street and N. W. 27th Avenue; thence Westerly, along N. W. 135th Street, to Cordelia Street; thence Northerly, along Cordelia Street, to Superior Street; thence Northwesterly and Westerly, along a 20 foot alley which lies Southerly of Opa-Locka Boulevard, to Perviz Avenue; thence Northerly, along Perviz Avenue, to West Drive; thence Northwesterly along a 20 foot Alley, which lies Southwesterly of Opa-Locka Boulevard, to the Southerly Right of Way line of the Seaboard Air Line Railway; thence Southwesterly, along said Right of Way line to Dunad Avenue; thence Southeasterly, along Dunad Avenue, to Superior Street; thence Easterly, along Superior Street, to Sesame Street; thence Southerly, along Sesame Street, to N. W. 135th Street; thence Westerly along N. W. 135th Street, to the Lejeune-Douglas Expressway; thence Northeasterly, along the Lejeune-Douglas Expressway, to Fisherman Street; thence Easterly and Northeasterly, along Fisherman Street, to Starkey Boulevard; thence Northwesterly, Northerly, Northeasterly and Easterly along Starkey Boulevard, to N. W. 27th Avenue; thence Southerly, along N. W. 27th Avenue, to the Point of Beginning.

TOGETHER WITH

The following described portions of Section 22, Township 52 South, Range 41 East, to wit:

Begin at a point on the West line of said Section 22, being at the intersection of N. W. 27th Avenue and Superior Street; thence Northerly, along N. W. 27th Avenue, to the Northwest corner of said Section 22; thence Easterly, along N. W. 151st Street and its Easterly extension, to the Northeast corner of said Section 22; thence Southerly, along the East line of said Section 22, to the Northerly shoreline of an existing lake; thence Southwesterly, along said shoreline, to N. W. 18th Avenue; thence Northerly, along N. W. 18th Avenue, to the Southerly Right of Way line of the State Road No. 9 Service Road; thence Southwesterly, along said Southerly Right of Way Line, to N. W. 145th Street; thence Southwesterly, Southwesterly, Southwesterly and Southerly, along the Westerly Boundary of the Nathan Young Elementary School Site, to N. W. 144th Street; thence Westerly, along N. W. 144th Street, to N. W. 24th Avenue; thence Southerly, along N. W. 24th Avenue, to Superior Street; thence Westerly, along Superior Street, to the Point of Beginning.

Sheet 1 of 2 Sheets

SCHWEBKE - SHISKIN & ASSOCIATES, INC.
LAND SURVEYORS • ENGINEERS • 8240 CORPORATE WAY, LAKELAND, FLA. 33805

DRAWN: 178 924
DATE: 1-29-80
FIELD BOOK & PAGE NUMBER:

AND

Begin at a point on the South line of said Section 22, being at the intersection of N. W. 22nd Avenue and N. W. 135th Street; thence Northerly, along N. W. 22nd Avenue, to Opa-Locka Boulevard; thence Westerly, along Opa-Locka Boulevard, to the Easterly Right of Way line of the Opa Locka Canal; thence Northerly, along said Easterly Right of Way line, to Burlington Street; thence Northeasterly, along Burlington Street, to a point that is 490 feet West of the West Right of Way line of N. W. 22nd Avenue; thence Northerly, along a line that is parallel to and 490 feet West of said West Right of Way line, to the Southerly Right of Way line of State Road No. 9-Service Road; thence Northeasterly, along said Southerly Right of Way Line, to a point that is 100 feet East of the East Right of Way Line of N. W. 22nd Avenue; thence Southerly, along a line that is parallel to and 100 feet East of said East Right of Way line, to Raymond Ray Britton Street; thence Southwesterly, along Raymond Ray Britton Street, to N. W. 22nd Avenue; thence Southerly, along N. W. 22nd Avenue, to the Southerly Right of Way Line of the Opa-Locka Canal; thence Northwesterly, along said Southerly Right of Way line, to a point on the Northerly prolongation of the Westerly shoreline of an existing lake; thence Southerly, along said prolongation, to the Northerly shoreline of said lake; thence meander Southerly and Easterly, along the Westerly and Southerly shoreline, to the Easterly shoreline; thence continue Easterly to N. W. 17th Avenue; thence Southerly, along N. W. 17th Avenue, to Opa-Locka Boulevard; thence Westerly and Southwesterly, along Opa-Locka Boulevard, to N. W. 19th Avenue; thence Southerly, along N. W. 19th Avenue, to N. W. 135th Street; thence Westerly, along N. W. 135th Street, to the Point of Beginning.

TOGETHER WITH

The following described portion of the North 1/2 of Section 28, Township 52 South, Range 41 East, to wit:

Begin at the Northeast corner of said Section 28, being at the intersection of N. W. 135th Street and N. W. 27th Avenue; thence Southerly, along N. W. 27th Avenue, to the Southeast corner of the North 1/2 of said Section 28; thence Westerly, along the East line of the North 1/2 of Section 28, to the Southwest corner of the North 1/2 of Section 28; thence Northerly, along the West line of the North 1/2 of Section 28, to the Northwest corner of Section 28; thence Easterly, along N. W. 135th Street, to a point that is 320 feet more or less West of the West Right of Way line of Alexandria Drive; thence Southerly, parallel to Alexandria Drive, to the prolongation of N. W. 130th Street; thence Easterly, along the prolongation of N. W. 130th Street, to N. W. 32nd Avenue; thence Northerly, along N. W. 32nd Avenue, to N. W. 131nd Street; thence Easterly, along N. W. 131nd Street and its prolongation, to N. W. 31st Avenue; thence Northerly, along N. W. 31st Avenue, to N. W. 132nd Terrace; thence Easterly, along N. W. 132nd Terrace, to N. W. 30th Avenue; thence Southerly, along N. W. 30th Avenue, to the prolongation of N. W. 131st Street; thence Easterly, along the prolongation of N. W. 131st Street, to N. W. 28th Avenue; thence Northerly, along N. W. 28th Avenue, to N. W. 132nd Street; thence Easterly, along N. W. 132nd Street, to a 20 foot alley which lies West of and is parallel to N. W. 27th Avenue; thence Northerly, along said alley, to N. W. 135th Street; thence Easterly, along N. W. 135th Street, to the Point of Beginning.

TOGETHER WITH

That portion of Section 29, Township 52 South, Range 41 East, lying Northerly of the Okeechobee Parkway.

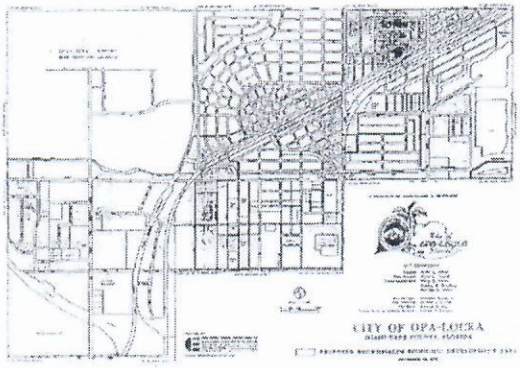
NOTE

For delineation of the property described herein below refer to Map of the area dated December 8, 1998, prepared by Cardenas Castella Cabello Thompson Raman, P.A.

Sheet 2 of 2 Sheets

SCHWEBKE - SHISKIN & ASSOCIATES, INC
LAND SURVEYORS • ENGINEERS • 8240 CORPORATE WAY, LAKELAND, FLA. 33805

DRAWN: 178 924
DATE: 1-29-80
FIELD BOOK & PAGE NUMBER:



ATTACHMENT B - - BROWNFIELD SITE REHABILITATION SCHEDULE

Table I

Brownfield Site Rehabilitation Schedule

| Type of Report or Activity | PRFBSR Action or Submittal Time Frames | MDC Review or Comment Timeframes |
|---|---|---|
| Notice of Interim Source Removal Action or Emergency Response Action situations. | Within 24 hours of initiation of the action. | No comment required. |
| Interim Source Removal Proposal | When seeking approval before implementation of an alternative product recovery method, groundwater recovery, soil treatment or disposal technique (see Rule 62-780.500). | Within 30 days of receipt. |
| Interim Source Removal Plan | When seeking approval before implementation of an alternative product recovery method, groundwater recovery, soil treatment or disposal technique (62-780.500, F.A.C.) | Within 30 days of receipt. |
| Interim Source Removal Status Report | Within 60 days of completion of source removal activities and every 60 days thereafter or when the field activity is terminated, whichever occurs first. | No comment required. |
| Interim Source Removal Report | Within 60 days of completion of interim source removal activities. | Within 60 days of receipt. |
| Site Rehabilitation Plan (SRP) or Combined Document; (Optional submittal) (See Rule 62-780.450, F.A.C.) | Optional: SRP submitted within 270 days of executing BSRA. May include multiple tasks. | Within 60 days of receipt. |
| Site Assessment Report (SAR) | SAR submitted within 270 days of executing BSRA. | Within 60 days of receipt. |
| Risk Assessment Report (RAR) | Optional: (within 60 days of SAR approval.) | Within 90 days of receipt. |
| No Further Action (NFA) Proposal | When the site meets the criteria for NFA (See Rule 62-780.680, F.A.C.). | Within 60 days of receipt. |
| Well Survey and Sampling Results pursuant to paragraph 62-780.600(3)(h), F.A.C. | Within 60 days of discovery of contamination beyond the property boundaries | Within 60 days of receipt. |
| Natural Attenuation with Monitoring (NAM) Plan | When the site meets the criteria for Natural Attenuation with Monitoring (See Rule 62-780.690, F.A.C.). | Within 60 days of receipt. |
| Natural Attenuation with Monitoring (NAM) Report | Within 60 days of sample collection. | No comment required. |
| Remedial Action Plan (RAP) | Within 90 days of approval of a SRP, SAR or RAR. | Within 60 days of receipt. |
| As-Built Drawings | Within 120 days of initiating operation of the active remediation system | No comment required. |
| Initiate Operation of Active Remedial Action | Within 120 days of RAP approval. | No comment required. |
| Proposals submitted pursuant to subsection 62-780.700(15), F.A.C. | Optional during active remediation | Within 60 days of receipt |
| Remedial Action Status Report (Monthly or quarterly status reports may be required for submittal - - depending on site conditions and Advisory Committee.) | Within 60 days of the anniversary date of initiating operation of active remediation system. | No comment required. |

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| | | |
|---|---|---|
| Post Active Remediation Monitoring (PARM) Plan | When the site meets the criteria for NFA (see Rule 62-780.680) or Leveling-Off (see Rule 62-780.700(17)) | Within 60 days of receipt. |
| Post Active Remediation Monitoring (PARM) Report | Within 60 days of sample collection. | No comment required. |
| Leveling Off Determination | Within 60 days of sample collection. | Within 60 days of receipt. |
| Post Active Remediation Monitoring (PARM) Plan resampling proposal (Rule 62-780.750(4)(e), F.A.C. | Within 60 days of sample collection. | Within 60 days of receipt. |
| Site Rehabilitation Completion Report (SRCR) | Within 60 days of the final sampling event. If SRCR not approved then submit modifications, etc. within 60 days of MDC's response. | Within 60 days of receipt. If the brownfield site meets the requirements of Chapter 62-780, F.A.C. for the issuance of a SRCO, a SRCO will be issued. |
| Pilot Study Work Plan | When seeking approval before implementation of a Pilot Study pursuant to Rule 62-780.700(2), F.A.C. | Within 60 days of receipt. |
| Notices for Field Activities except for Start of Interim Source Removal or Emergency Response Action situations. | Within seven (7) days but not less than 24 hours prior notice to MDC to perform field activity. | No comment required. |
| Submittal to MDC of addenda, responses, or modification to plans or reports, pursuant to Chapter 62-780, F.A.C. | Within 60 days of receipt of the MDC's response. | Within the same time frame for review of the original submittal. |
| Submittal of Form and Actual Notice required in subsection 62-780.220(2), F.A.C. | See text of rule for "Initial Notice of Contamination Beyond Property Boundaries" in subsection 62-780.220(2), F.A.C. | No comment required. |
| Submittal of Actual and Constructive Notice required in subsection 62-780.220(3), F.A.C. | See text of rule for "Subsequent Notice of Contamination Beyond Source Property Boundaries for Establishment of a Temporary Point of Compliance (TPOC)" in subsection 62-780.220(3), F.A.C. | No comment required. |
| Submittal of proof of Constructive Notice required in subsection 62-780.680(8), F.A.C. | When seeking an SRCO with conditions, the PRFBSR must provide constructive notice of the MDC's intent to approve a no Further Action Proposal with controls. | No comment required. |

ATTACHMENT C - - SITE ACCESS AGREEMENT

**SITE ACCESS AGREEMENT**
**PERMISSION TO ENTER PROPERTY**
**BROWNFIELDS REDEVELOPMENT PROGRAM**

1. Castle Opa LLC, the real property owner ("undersigned" or "owner"), hereby grants permission to the Miami-Dade County ("MDC") Department of Regulatory and Economic Resources (RER) and the State of Florida, Department of Environmental Protection ("Department") and its agents and subcontractors to enter the undersigned's property ("the property") located at 1700 Service Road, Opa-locka, FL 33054, as described in **Attachment A** attached to the BSRA for the brownfield site assigned the Brownfield Site Identification Number **BF139901003**, beginning on the date of execution of the BSRA and ending on such date as deemed appropriate by MDC or the successful completion of the BSRA, whichever occurs first.

2. This permission is contemplated to be used for the following activities that may be performed by MDC, the Department, its agents, representatives or subcontractors:

   a. Having access to areas where contamination may exist.

   b. Investigation of soil and groundwater including, but not limited to, the installation of groundwater monitoring wells, the use of geophysical equipment, the use of an auger for collection of soil and sediment samples, the logging of existing wells, videotaping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, and other materials deemed appropriate by MDC and/or the Department and the like.

   c. Removal, treatment and/or disposal of contaminated soil and water, which may include the installation of recovery wells or other treatment systems.

3. Upon completion of the investigation, MDC and/or the Department will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.

4. The granting of this permission by the undersigned is not intended, nor should it be construed, as an admission of liability on the part of the undersigned or the undersigned's successors and assigns for any contamination discovered on the property.

5. MDC, the Department, its agents, representatives or subcontractors may enter the property during normal business hours and may also make special arrangements to enter the property at other times after agreement from the undersigned.

6. MDC and the Department acknowledge and accept any responsibility it may have under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees acting within the scope of their employment while on the property.

7. In exercising their access privileges, MDC and the Department will take reasonable steps not to interfere with the Owner's operations, or the remediation and redevelopment activities pursuant to the BSRA.

Signature of Real Property Owner

Print Name: Elliot Stone

Title, if applicable Manager / Castle Opa LLC

10/30/2018
Date

Signature of Witness

Print Name: Janice Pickart

10/30/18
Date

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**Site Access Agreement**
**Brownfield Site ID #: 139901003**
**October 30, 2018**
**Page 2 of 2**

Accepted by MDC by the following authorized agent:

Signature of Department representative

Print Name: Sandra Rezola

Manager, EMES DERM RER
Title of Department representative

11/27/18
Date

Signature of Witness

Print Name: [illegible] CLARK

11/27/18
Date

ATTACHMENT D - - CERTIFICATION OF REDEVELOPMENT AGREEMENT

Planning & Community Development
Department

780 Fisherman Street, 4th Floor
Opa-locka, FL 33054

Gregory G. Gay
Director

Phone: (305) 953-2868, Ext. 1503
Fax: (305) 953-3060

November 6, 2018

Reese Stigliano, SIOR c/o Castle Opa, LLC.
11900 Biscayne Blvd. Suite. 262,
North Miami, FL 33181

**RE: Zoning Verification Letter**
**Location: 1700 Service Road, Opa-locka, FL 33054**
**Folio: 08-2122-005-2170**

To Whom It May Concern:

The Planning and Community Development Department has acknowledged receipt of your request for a Zoning Verification Letter regarding the above-described property. The following is a summary of our research:

Zoning and Land Use

The subject property located at 1700 Service Road, Opa-locka, Florida, 33054, the site is identified by folio number 08-2122-005-2170 and is a 330,138 square foot or 7.58 acre parcel. According to the City's Official Zoning Map, the subject property is zoned R-TH (Residential Townhouse District). The Residential Townhouse District is intended to provide for moderate density townhouses residential neighborhoods. Townhouses are two or more attached dwelling units, usually tow stories, served by separate utility services as described in the City Land Development Regulations. The district also implements the Low-Moderate Density Residential Land Use category of the City's Comprehensive Development Master Plan (CDMP), pursuant to the City's Future land use element. Lastly, the site is also within the Corridor Mixed Use Overlay which provides the opportunity for service-oriented retail, commercial and mixed income housing within a pedestrian friendly neighborhood. The overlay promotes an active commercial-residential mixed use neighborhood. This R-TH zoning district's permitted uses and development standards are addressed in Article IV, Sections 22-79, and Section 22-86, and the Corridor Mixed Use Overlay district's permitted uses and development standards are addressed in Article IV, Section 22-86 and Section 22-99 which were adopted on October 28, 2015, per Ordinance 15-31. The specific site development standards as well as the permitted and prohibited uses referenced above are attached for your review and consideration. Also attached is a copy of the City Zoning Map.

This property, according to City records has been vacant and has not been in lawful use for more than twenty years. The Planning & Community Development Department has conceptually reviewed the proposed development which includes Mixed-Use Residential and Commercial-Retail uses. The current zoning would permit a residential project or a mixed use commercial-retail and residential development. The properties West of this site are zoned residential single-family; the properties North of this site are zoned commercial and residential; the properties South of this site are zoned residential townhouse and the properties East of this site are outside of the City of Opa-locka and are zoned residential single family.

This letter alone should not be construed to be a development order, permit, title search or any other types of approval. Inquiries regarding building permits, licensing, certificates of use and certificates of occupancy should be directed to the Building Division at (305) 953-2868 ext. 1601. Inquiries regarding code violations and lien searches must be addressed to the Code Compliance Division at (305) 953-2868 ext. 1514.

Prior Approvals:

Prior zoning approvals were consistent with permitted uses of this district. Please refer to the City Clerk's Office for any additional information regarding said property.

You may contact me at 305-953-2868 extension *1502 should you have questions regarding this zoning and development letter or if any Land Development Regulations (zoning codes) are needed.

Sincerely,

**Gerald J. Lee, Planner/Zoning Official**
Planning & Community Development Dept.
OPA-TISHA-WOCKA-LOCKA
780 Fisherman Street, Fourth Floor | Opa-locka, FL 33054
C: 305-807-8545
P: 305-953-2868 X-1502
F: 305-953-3060
glee@opalockafl.gov
www.opalockafl.gov

ATTACHMENT E - - CONTRACTOR CERTIFICATION FORM

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

BOB MARTINEZ CENTER
2600 BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

JONATHAN P. STEVERSON
SECRETARY

**CONTRACTOR CERTIFICATION FORM**
**Brownfields Redevelopment Program**

Contractor Name: Hydrologic Associates USA, Inc. (HAI) Date: 11/27/18

Contractor Address: 10406 SW 186th Terrace, Miami, FL 33157

Contact Name: James Miller, P.E.

Phone No.: 305-252-7118 Fax No.: 305-254-0874

Brownfield Site ID #: (BF139901003)

| Contractor Certifies by Checking All Appropriate Boxes: | Yes | No |
|---|---|---|
| 1. It meets all certification and license requirements imposed by law. | ☒ | ☐ |
| 2. It performs or contracts laboratory analysis pursuant to National Environmental Laboratory Accreditation Program certification requirements and performs or contracts field-sampling work in accordance with the Standard Operating Procedures for Field Activities pursuant to Chapter 62-160, Florida Administrative Code. | ☒ | ☐ |
| 3. It complies with all applicable OSHA regulations. | ☒ | ☐ |
| 4. Has the capacity to perform the majority of the site rehabilitation program tasks pursuant to a brownfield site rehabilitation agreement or supervise the performance of such tasks by licensed subcontractors in accordance with Section 489.113(9), F.S. | ☒ | ☐ |

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The person named below by signing as an "Officer of the Company" hereby certifies to the Miami-Dade County Department of Regulatory and Economic Resources (RER) and the Florida Department of Environmental Protection (FDEP) that the Contractor named above meets the requirements for contractors participating in the Brownfields Redevelopment Program [Sections 376.80(6) and (7), Florida Statutes (F.S.)]:

Signature of Officer of the Company and Date Signed

James T. Miller

Print Name of Officer of the Company

President

Title of Officer of the Company

This form will be kept on file by RER. Contractors must immediately notify MDC of any change in the above criteria. RER may order a suspension or cessation of work for failure of a contractor to maintain their required certification. Please return this form to the Miami-Dade County Brownfields Coordinator.

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ATTACHMENT F - - QUALITY ASSURANCE CERTIFICATE

Florida
HEALTH
State of Florida
Department of Health, Bureau of Public Health Laboratories
This is to certify that

E82516

ADVANCED ENVIRONMENTAL LABORATORIES, INC - MIAMI
10700 USA TODAY WAY
MIRAMAR, FL 33025

has complied with Florida Administrative Code 64E-1
for the examination of environmental samples in the following categories

DRINKING WATER - GROUP II UNREGULATED CONTAMINANTS, DRINKING WATER - MICROBIOLOGY, DRINKING WATER - OTHER REGULATED CONTAMINANTS, DRINKING WATER - PRIMARY INORGANIC CONTAMINANTS, DRINKING WATER - SECONDARY INORGANIC CONTAMINANTS, DRINKING WATER - SYNTHETIC ORGANIC CONTAMINANTS, NON-POTABLE WATER - EXTRACTABLE ORGANICS, NON-POTABLE WATER - GENERAL CHEMISTRY, NON-POTABLE WATER - METALS, NON-POTABLE WATER - MICROBIOLOGY, NON-POTABLE WATER - PESTICIDES/HERBICIDES/PCBS, NON-POTABLE WATER - VOLATILE ORGANICS, SOIL AND CHEMICAL MATERIALS - EXTRACTABLE ORGANICS, SOIL AND CHEMICAL MATERIALS - GENERAL CHEMISTRY, SOIL AND CHEMICAL MATERIALS - METALS, SOIL AND CHEMICAL MATERIALS - MICROBIOLOGY, SOIL AND CHEMICAL MATERIALS - PESTICIDES/HERBICIDES/PCBS, SOIL AND CHEMICAL MATERIALS - VOLATILE ORGANICS

Continued certification is contingent upon successful ongoing compliance with the NELAC Standards and FAC Rule 64E-1 regulations. Specific methods and analytes certified are listed on the Laboratory Scope of Accreditation for this laboratory, and are on file at the Bureau of Public Health Laboratories, P. O. Box 210, Jacksonville, Florida 32231. Clients and consumers are urged to verify with this agency the laboratory's certification status in Florida for particular methods and analytes.

Date Issued: July 01, 2018 Expiration Date: June 30, 2019

Patty A. Trammell, MBA, MT(ASCP)
Chief Bureau of Public Health Laboratories
DH Form 1637, 7/01
NON-TRANSFERABLE CERTIFICATE
Supersedes all previously issued certificates

9/2016 Revised MDC BSRA Model

ATTACHMENT G - - ADVISORY COMMITTEE MEMBERS

ADVISORY COMMITTEE

| NAME | ADDRESS | PHONE NUMBER | Affiliation to Brownfield area |
|---|---|---|---|
| Juan Ramirez, Jr. | 1800 Service Road Opa Locka, FL 33054 | 954-240-5470 omgjuan@yahoo.com | Resident Adjacent to the site |
| Juan Ramirez, Sr. | 1810 Service Road Opa Locka, FL 33054 | 954-240-5470 omgjuan@yahoo.com | Resident Adjacent to the site |
| Lloyd Johnson | 1820 Service Road Opa Locka, FL 33054 | *305-681-3482* | Resident Adjacent to the site |

ATTACHMENT H - - FORMAT FOR SUBMITTAL OF TECHNICAL DOCUMENTS

1. One hard copy and one electronic copy of each report or proposal and final reports shall be submitted to MDC.

2. In an effort to increase efficiency, responsiveness, and to enhance environmental protection, electronic records are an acceptable media substitute for hard copy and shall be pursued as the first option of choice to arrive at compliance. Where an electronic format exists of the records it shall be used to transmit the data, file, report, document, map, plans, picture, record, or any other object that may be available in an electronic format. Electronic records shall be kept in industry standard non-proprietary formats: TIFF, GIF, JPEG, PDF, or in Microsoft Word, Microsoft Excel, and Microsoft Access not older than one (1) release behind the current.

3. Data requested shall be transmitted using available media such as E-mail, Compact Disc (CD), or File Transfer via an FTP site. Additional formats may be considered at the time of the request.

4. After final approval of each report, an electronic copy and one hard copy shall be submitted within 30 days.

5. The media shall include a file directory and specify the "naming convention".
   (a) Final reports (any text files) must be in one of the approved formats.
   (b) Site maps and surveys shall be in TIFF, JPEG or ".pdf" format.
   (c) Site-specific GIS data tables shall be in Excel or text (tab delimited) format.
   (d) The cover of the media shall include the Site Name, Designated Brownfield Area, Date and Type of Report(s).
   (e) The left inside cover of the media should list all the files located on the media.

**EXHIBIT B –** Updated Site Access Agreement

**SITE ACCESS AGREEMENT**
**PERMISSION TO ENTER PROPERTY**
**BROWNFIELDS REDEVELOPMENT PROGRAM**

1. 1700 Service Holdings LLC, the real property owner ("undersigned" or "owner"), hereby grants permission to the Miami-Dade County Department of Regulatory and Economic Resources (RER) and the State of Florida, Department of Environmental Protection ("Department") and its agents and subcontractors to enter the undersigned's property ("the property") located at 1700 Service Road, Opa-locka, FL 33154, Folio Number 08-2122-005-2170, as described in **Attachment A** attached to the Brownfield Site Rehabilitation Agreement ("BSRA") for the brownfield site assigned the Brownfield Site Identification Number **BF139901003**, beginning on the date of execution of the BSRA and ending on such date as deemed appropriate by RER or the successful completion of the BSRA, whichever occurs first.
2. This permission is contemplated to be used for the following activities that may be performed by RER and/or the Department, its agents, representatives or subcontractors:

   a. Having access to areas where contamination may exist.

   b. Investigation of soil and groundwater including, but not limited to, the installation of groundwater monitoring wells, the use of geophysical equipment, the use of an auger for collection of soil and sediment samples, the logging of existing wells, videotaping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, and other materials deemed appropriate by the Department and the like.

   c. Removal, treatment and/or disposal of contaminated soil and water, which may include the installation of recovery wells or other treatment systems.
3. Upon completion of the investigation, RER and/or Department will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.
4. The granting of this permission by the undersigned is not intended, nor should it be construed, as an admission of liability on the part of the undersigned or the undersigned's successors and assigns for any contamination discovered on the property.
5. RER, and the Department, its agents, representatives or subcontractors may enter the property during normal business hours and may also make special arrangements to enter the property at other times after agreement from the undersigned.
6. RER and the Department acknowledge and accept any responsibility it may have under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees acting within the scope of their employment while on the property.
7. In exercising its access privileges, the RER and/or the Department will take reasonable steps not to interfere with the Owner's operations, or the remediation and redevelopment activities pursuant to the BSRA.

| | |
|---|---|
| _____ | _____ |
| Signature of Real Property Owner | Signature of Witness |
| Print Name: _____ | Print Name: _____ |
| Title, if applicable_____ | |
| _____ | _____ |
| Date | Date |

**Site Access Agreement**
**Brownfield Site ID #: BF139901003**
**12/5/2025**
**Page 2 of 2**

Accepted by RER by the following authorized agent:

| | |
|---|---|
| _____ | _____ |
| Signature of RER representative | Signature of Witness |
| Print Name: _____ | Print Name: _____ |
| _____ | |
| Title of RER representative | |
| _____ | _____ |
| Date | Date |

**EXHIBIT A -** Brownfield Site Rehabilitation Agreement

BEFORE MIAMI-DADE COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

IN RE: Castle Opa LLC
Castle Opa Brownfield Site
1700 Service Road, Opa-Locka, FL 33054-3750
Opa-Locka Brownfield Area
Brownfield Area Identification Number: 139901000
Brownfield Site Identification Number: 139901003

BROWNFIELD SITE REHABILITATION AGREEMENT PURSUANT TO §376.80(5), Florida Statutes (F.S.)

WHEREAS, the Brownfields Redevelopment Act was enacted to reduce public health and environmental hazards on existing commercial and industrial sites by offering incentives to encourage responsible persons to voluntarily develop and implement cleanup plans; and

WHEREAS, Miami-Dade County ("MDC") has been delegated the authority to administer the Florida Brownfields Program on behalf of the State of Florida's Department of Environmental Protection ("Department") and administer and enforce the provisions of Chapters 403 and 376, F.S., and the rules promulgated thereunder, Chapters 62-777 and 62-780, Florida Administrative Code (F.A.C.), as amended, and

WHEREAS, MDC has jurisdiction over the matters addressed in this Brownfield Site Rehabilitation Agreement ("BSRA"); and

WHEREAS, the Department and MDC, through its delegation have the authority, pursuant to §376.81, F.S., to establish by rule, criteria for determining the rehabilitation program tasks that comprise a site rehabilitation program and the level at which a rehabilitation program task and a site rehabilitation program may be deemed complete;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed as follows:

This BSRA is entered into between MDC and CASTLE OPA LLC, hereinafter the Person Responsible for Brownfield Site Rehabilitation ("PRFBSR") (collectively referred to as the "parties"), for the rehabilitation of a brownfield site within a designated brownfield area pursuant to §376.80(5), F.S. MDC and the PRFBSR agree to the following:

1. MDC

The Department of Regulatory and Economic Resources (RER) is the agency of MDC with authority and power to enforce the provisions of Chapters 376 and 403, F.S.

2. PERSON RESPONSIBLE FOR BROWNFIELD SITE REHABILITATION

Castle Opa LLC is the PRFBSR as defined in §376.79(13), F.S., for the real property described in the map and legal description in Attachment A (the "Brownfield Site"), incorporated herein, that has been designated by the City of Opa-Locka in Resolution #99-6013 (dated 02/24/1999) as a brownfield area as defined in §376.79(4), F.S. **Attachment A** is a composite exhibit that includes: (a) the legal description and map of the Brownfield Site; and (b) the City of Opa-Locka resolution with all attachments including the map of the designated brownfield area. The brownfield site consists of 7.58 acres.

3. PRFBSR'S DUTIES

The PRFBSR agrees:

(a) to conduct "site rehabilitation" of any "contaminated site(s)" as defined in §376.79, F.S., whose source originates on the real property described in **Attachment A as the Brownfield site.** If such contaminated site(s) extend(s) beyond the boundary of the Brownfield site, then PRFBSR agrees to conduct site rehabilitation to address the entire contaminated site;

(b) to conduct site rehabilitation and submit technical reports and rehabilitation plans in a timely manner according to the attached brownfield site rehabilitation schedule agreed upon by the parties (see **Attachment B**), and incorporated herein;

(c) to conduct site rehabilitation activities under the observation of professional engineers or professional geologists, as applicable, who are registered in accordance with the requirements of Chapters 471 or 492, F.S., respectively. Submittals provided by the PRFBSR must be signed and sealed by a professional engineer registered under Chapter 471, F.S., or by a professional geologist registered under Chapter 492, F.S., as applicable, certifying that the submittal and associated work comply with the laws, rules and applicable ordinances of MDC and those governing the profession. Upon completion of the approved remedial action, a professional engineer registered under Chapter 471, F.S., or a professional geologist registered under Chapter 492, F.S., as applicable, must certify that the corrective action

was, to the best of his or her knowledge, completed in substantial conformance with the plans and specifications approved by MDC;

(d) to conduct site rehabilitation in accordance with Chapter 62-160, F.A.C., as the same may be amended from time to time;

(e) to obtain any local, state or federal approvals or permits required for the site rehabilitation work and to conduct the necessary site rehabilitation consistent with local, state, and federal laws, rules and ordinances. All site rehabilitation shall be consistent with the cleanup criteria in §376.81, F.S., the requirements of Chapters 62-780, F.A.C., Contaminated Site Cleanup Criteria, and 62-777, F.A.C., Contaminant Cleanup Target Levels;

(f) to allow access by MDC and the Department during the entire site rehabilitation process, as evidenced by the attached documentation (see **Attachment C**) incorporated herein, establishing that such site access has been secured by agreement with the real property owner. Upon the transfer of any real property interest in any portion of the Brownfield Site before site rehabilitation is complete, the PRFBSR shall notify MDC within 15 days from the date that such an interest is effective. With notice the PRFBSR shall provide a copy of an access agreement in substantially the same form as that in **Attachment C** with any successor in interest to the real property owner of the Brownfield Site or with any party with a real property interest in the Brownfield Site after the effective date of this agreement, granting such access to MDC and the Department; and

(g) to consider appropriate pollution prevention measures and to implement those that the PRFBSR determines are reasonable and cost-effective, taking into account the ultimate use or uses of the real property described in **Attachment A**. Local pollution prevention programs as well as state pollution prevention programs are available to assist in determining pollution reduction measures. The Department recommends that the PRFBSR contact RER's Division of Environmental Resources Management or the Department's Pollution Prevention (P2)/Waste Reduction Program at (850) 245-8707 or visit the P2 web site at http://www.dep.state.fl.us/pollutionprevention/aboutus.htm for recommendations on waste minimization and waste management and for assistance with pollution prevention measures. Such measures may include improved inventory or production controls and procedures for preventing loss, spills, and leaks of hazardous waste and materials, and include the goals for the reduction of releases of toxic materials.

(h) that upon the execution of this BSRA the terms and conditions of the Consent Agreement executed with the MDC Department of Regulatory and Economic Resources, Division of Environmental Resources Management (DERM) on March 26, 2018 (SW-1354, ASB-1, IW5-3869), only as it pertains to corrective actions on the contaminated site(s) excluding asbestos-related corrective actions, originating on the real property as described in **Attachment A**, will be held in abeyance and shall remain in abeyance, provided the PRFBSR is in compliance with the terms of this BSRA. In the event MDC determines that PRFBSR is not in compliance with the terms and conditions of this BSRA, subject to the provisions of Paragraphs **11** and **19** hereof, the PRFBSR agrees that the terms and conditions of the Consent Agreement shall return in full force and effect.

4. CERTIFICATION

The PRFBSR certifies that he/she has consulted with the local government with jurisdiction over the brownfield area about the proposed redevelopment of the brownfield site, that the local government is in agreement with or approves the proposed redevelopment, and that the proposed redevelopment complies with applicable laws and requirements for such redevelopment. Documentation that supports this certification is provided as **Attachment D**.

5. SITE CONTRACTOR

The PRFBSR must ensure that the contractor who is performing the majority of the site rehabilitation program tasks pursuant to this BSRA or supervising the performance of such tasks by licensed subcontractors in accordance with the provisions of § 489.113(9), F.S., has provided certification to MDC that the contractor meets the requirements listed below. If the identity of the contractor is known at the time of the execution of this BSRA, a Brownfields Redevelopment Program Contractor Certification Form (CCF) shall be submitted as **Attachment E** to this BSRA. If the contractor has not yet been determined, the PRFBSR shall ensure that the CCF is submitted to the RER Brownfield Coordinator and approved by MDC before the contractor begins performing any site rehabilitation tasks at the site.

The PRFBSR must submit to MDC documentation as **Attachment F** which shows a National Environmental Laboratory Accreditation Program ("NELAP")-recognized authority has accredited the laboratory(s) that will perform the analyses required by this agreement.

Any contractor that performs site rehabilitation tasks at a contaminated site originating on the real property as described in **Attachment A** shall provide documentation in accordance with the provisions of the paragraph above and with **Attachments E and F,** if applicable, showing that any contractor that performs site rehabilitation tasks:

(a) meets all certification and license requirements imposed by law; and

(b) performs, or has laboratory analyses performed, pursuant to NELAP certification requirements and performs, or has field sampling work performed, in accordance with the Standard Operating Procedures provided in Chapter 62-160, F.A.C., as amended, if applicable to performance of site rehabilitation tasks.

6. CONTINUOUS COMPLIANCE

During the entire site rehabilitation process, the PRFBSR agrees to ensure that the contractor continues to comply with the requirements of **Paragraph 5** of this BSRA pursuant to the requirements of §376.80(6), F.S.

7. VOLUNTARY CLEANUP TAX CREDIT PROGRAM

Not all activities that are approved or performed in association with a BSRA are eligible for the state's Voluntary Cleanup Tax Credit (VCTC). In accordance with Section 376.30781, F.S., only costs incurred and paid by the applicant that are either integral, necessary and required for site rehabilitation or for solid waste removal, are eligible for the VCTC. Contamination assessment or remediation paid for by the State of Florida for a discharge that is eligible for a state-funded cleanup under the Dry-Cleaning Solvent Contamination Program or one of the Petroleum Restoration Program's eligibility programs, may not be used to calculate a tax credit. "Site rehabilitation" means the assessment of site contamination and the remediation activities that reduce the levels of contaminants at a site through accepted treatment methods to meet the cleanup target levels established for that site. For sites subject to the Resource Conservation and Recovery Act, as amended, the term includes removal, decontamination, and corrective action of releases of hazardous substances. "Solid waste removal" means removal of solid waste from the land surface or excavation of solid waste from below the land surface and removal of the solid waste from the brownfield site. Nothing contained herein is intended to limit the VCTC otherwise available to the PRFBSR under applicable law. General information about the VCTC Program is available at http://www.dep.state.fl.us/waste/categories/vctc/default.htm. For specific questions regarding the VCTC Program, please contact the Department's Waste Cleanup Program at (850) 245-8927.

8. ADVISORY COMMITTEE

The PRFBSR shall establish an advisory committee pursuant to the requirements of §376.80(4), F.S., for the purpose of improving public participation and receiving public comments on rehabilitation and redevelopment of the brownfield area, future land use, local employment opportunities, community safety, and environmental justice. The advisory committee should include residents within or adjacent to the brownfield area, businesses operating within the brownfield area, and others deemed appropriate. However, if an appropriate local advisory committee already exists, this committee may be used for requesting public participation and for the purposes of complying with this paragraph.

The PRFBSR shall provide the advisory committee a copy of the final proposed draft BSRA and a copy of the executed BSRA. When the PRFBSR submits a site assessment report or the technical document containing the proposed course of action following site assessment to MDC for review, the PRFBSR shall hold a meeting or attend a regularly scheduled meeting to inform the advisory committee of the findings and recommendations in the site assessment report or the technical document containing the proposed course of action following site assessment.

The names, addresses, contact numbers, and applicable affiliation for each advisory committee member is included as **Attachment G**.

9. INDEMNIFICATION

The PRFBSR shall save and hold harmless and indemnify MDC and the Department against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this BSRA and from the negligent acts or omissions of the PRFBSR or its employees, agents, contractors, subcontractors, or other representatives, to the extent allowed by law.

10. LIABILITY PROTECTION

The liability protection provided under §376.82, F.S., shall become effective upon execution of this BSRA and shall remain effective, provided the PRFBSR complies with the terms of this BSRA.

11. TERMINATION

If the PRFBSR fails to comply with this BSRA, MDC shall notify the PRFBSR and allow 90 days for the PRFBSR to return to compliance with the provision at issue or to negotiate a modification to the BSRA with MDC for good cause shown. If an imminent hazard exists the 90-day grace period shall not apply. If the project is not

returned to compliance with this BSRA and a modification cannot be negotiated, MDC shall terminate this BSRA.

The PRFBSR may terminate this BSRA at any time upon written notice to MDC.

Termination of this BSRA by either party will revoke the immunity provision of §376.82, F.S. Upon termination of this BSRA, the Consent Order dated March 26, 2018 (#SW-1354, ASB-1, IW5-3869) executed with the MDC Department of Regulatory and Economic Resources, Division of Environmental Resources Management (DERM), will return immediately to full force and effect.

12. IMMINENT HAZARD

Nothing herein shall be construed to limit the authority of MDC to undertake any action in response to, or to recover the costs of responding to, conditions at or from the real property described in **Attachment A** that require MDC to take action to abate an imminent hazard to the public health, welfare or the environment.

13. RELEASE OF LIABILITY

Upon successful completion of this BSRA as evidenced by the issuance of a Site Rehabilitation Completion Order (SRCO) for each contaminated site originating from the real property described in **Attachment A**, the PRFBSR and his or her successors and assigns, shall be relieved from further liability for site rehabilitation as described in paragraph 3.a. of this BSRA to MDC and third parties and of liability in contribution to any other party who has or may incur cleanup liability for the contaminated site(s).

MDC will release the Respondent to the Consent Agreement executed with the MDC Department of Regulatory and Economic Resources, Division of Environmental Resources Management (DERM) on March 26, 2018 (SW-1354, ASB-1, IW5-3869) and his or her successors and assigns, from its corrective action obligations pursuant to the Consent Agreement (excluding asbestos-related corrective action) for the real property covered by this BSRA upon issuance of the Brownfields Site Rehabilitation Completion Order issued pursuant to this BSRA.

This release of liability is subject to the reopener provisions of §376.82(3), F.S.

14. GOVERNING LAW

This BSRA has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida and any applicable local regulations. Wherever possible, each provision of this BSRA shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this BSRA shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such

provision or the remaining provisions of this BSRA. Any action hereon or in connection herewith shall be brought in Miami-Dade County, Florida.

15. SUBMITTALS

The PRFBSR shall submit one hard (paper) copy or one electronic (digital) copy of any certifications or documentation required in Paragraph 6 ("Site Contractor") above, and all data, reports, responses, addenda, or modifications to reports and plans required by this BSRA to:

**Wilbur Mayorga**
**Chief, Environmental Monitoring & Restoration Division**
**MDC Department of Regulatory and Economic Resources**
**701 NW 1st Court, 4th Floor**
**Miami, Florida 33136**

MDC encourages the submittal of documents for review in an electronic format rather than the submittal of paper copies. All electronic copies of documents shall be in the format listed in Section 8 of the Instructions and attached as **Attachment H**. Timeframes for MDC's review of technical reports and plans and submittal of documents by the PRFBSR shall be governed by the attached schedule (see **Attachment B**), incorporated herein. After final MDC approval of each report or plan, an electronic copy shall be submitted to MDC within 30 days. The electronic copy of the report shall be submitted in the format listed in **Attachment H**.

16. DOCUMENT REVIEW

During the site rehabilitation process, if MDC fails to complete the review of a technical document within the timeframe specified in this BSRA, with the exceptions of "no further action proposals," "monitoring only proposals," and feasibility studies, which must be approved prior to implementation, the PRFBSR may proceed to the next site rehabilitation task. However, the PRFBSR does so at its own risk and may be required by MDC to complete additional work on a previous task.

17. FEES

MDC may charge and retain applicable fees for use in supporting the administration of the Brownfields Program. Any such fees shall be charged in accordance with the current fee schedule that has been reviewed and approved by the Board of County Commissioners. Nothing in this provision shall preclude MDC from charging and collecting administrative fees, investigative costs, or other costs incurred by MDC resulting from performing enforcement and compliance functions. Nothing in this Agreement shall prohibit MDC from seeking penalties, damages, costs, or attorney fees as provided by law or ordinance. All civil penalties and damages recovered by

MDC shall be deposited in a separate county fund which shall be used as set forth in Section 24-31, of the Code of Miami-Dade County, Florida.

18. ASSIGNMENT

The PRFBSR shall not assign any rights or responsibilities under this BSRA to any other party without the written consent of MDC and the local government with jurisdiction over the real property described in **Attachment A.** However, MDC shall not withhold its consent to such an assignment if: (a) the proposed assignee meets all of the eligibility criteria under §376.82, F.S.; (b) the proposed assignee has agreed, in writing, to assume all obligations of the PRFBSR under the terms of this Agreement; and (c) the assignment of PRFBSR obligations under any agreement with the local government with jurisdiction over the real property has been approved, in writing, by the local government.

19. WAIVER

By entering into this BSRA, the PRFBSR waives its right to challenge the contents of this BSRA in an administrative hearing afforded by §120.569 and §120.57, F.S., or an appeal afforded by the terms of §120.68, F.S. This BSRA does not deny the PRFBSR a right to challenge MDC's actions taken pursuant to this BSRA. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this BSRA, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

20. EFFECTIVE DATE AND ADMINISTRATIVE HEARING

This BSRA (Order) is final and effective on the date of execution unless a timely petition for an administrative hearing is filed under §§120.569 and 120.57, F.S., within 21 days after the date of receipt of notice of agency action. Upon the timely filing of such petition, this BSRA will not be effective until further order of MDC. The liability protection for the PRFBSR pursuant to §376.82(2), F.S., becomes effective upon execution of the brownfield site rehabilitation agreement. The procedures for petitioning a hearing are set forth below.

Persons other than the PRFBSR who are affected by this BSRA have the following options.

(a) If you choose to accept MDC's decision regarding this BSRA, you do not have to do anything. This BSRA is final and effective 21 days after the date of execution.

(b) If you choose to challenge MDC's decision, you may do the following:

(i) File a request for an extension of time to file a petition for hearing with the office of the Director of MDC RER at 701 NW 1st CT, 4th Floor, Miami, Florida 33136 within **21** days of receipt of this BSRA; such a request should be made if you wish to meet with MDC in an attempt to informally resolve any disputes without first filing a petition for hearing.

Or

(ii) File a petition for administrative hearing with the office of the Director of MDC RER at 701 NW 1st CT, 4th Floor, Miami, Florida 33136 within **21** days of receipt of this BSRA.

Please be advised that mediation of this decision pursuant to §120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Hearing:

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., MDC may grant a request for an extension of time to file a petition for hearing. Such a request shall be filed with (received by) the office of the Director of MDC RER at 701 NW 1st CT, 4th Floor, Miami, Florida 33136, within **21** days of receipt of this BSRA. Petitioner shall mail a copy of the request to the PRFBSR at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing:

A person whose substantial interests are affected by this BSRA may petition for an administrative proceeding (hearing) under §§120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed with (received by) the office of the Director of MDC RER at 701 NW 1st CT, 4th Floor, Miami, Florida 33136, within **21** days of receipt of this BSRA. Petitioner shall mail a copy of the petition to the PRFBSR at the time of filing. Failure to file a petition within this time period shall constitute a waiver of any right to request an administrative proceeding under Chapter 120, F.S.

Pursuant to §120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

1. The name, address, any email address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the PRFBSR's name and address; the Department's Brownfield Area and Brownfield Site Identification Numbers; and the name and address of the Brownfield Site; the name and address of each agency affected;

2. A statement of when and how each petitioner received notice of MDC's action or proposed action;

3. An explanation of how each petitioner's substantial interests are or will be affected by MDC's action or proposed action;

4. A statement of the disputed issues of material fact, or a statement that there are no disputed facts;

5. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of MDC's action or proposed action;

6. A statement of the specific rules or statutes the petitioner contends require reversal or modification of MDC's action or proposed action, including an explanation of how the alleged facts relate to the specific rules of statutes; and

7. A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes MDC to take with respect to MDC's action or proposed action.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that MDC's final action may be different from the position taken by it in this BSRA. Persons whose substantial interests will be affected by any such final decision of MDC have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

21. JUDICIAL REVIEW

Except for the PRFBSR, any party has the right to seek judicial review of this BSRA under §120.68, F.S., by filing a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure with the office of the Director of MDC RER at 701 NW 1st CT, 4th Floor, Miami, Florida 33136, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The notice of appeal must be filed within **30** days after this BSRA is filed with the clerk of RER (see below).

22. CONTACTS FOR GENERAL AND LEGAL QUESTIONS

Any questions about the content of this BSRA, MDC's review of the BSRA, or technical questions should be directed to MDC's Brownfields Coordinator at:

**Miami-Dade County Department of Regulatory and Economic Resources**
**701 NW 1st Court, 4th Floor**
**(305) 372-6700**

or to the PRFBSR's representative at:

**ELLIOT STONE OF CASTLE OPA LLC**
**1700 Service RD**
**Opa-locka, FL 33054-3750**
**(305) 891-3331**

Questions regarding legal issues should be referred to MDC's County Attorney's Office at 305-375-5151. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

23. ENTIRETY OF AGREEMENT

This BSRA represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this BSRA shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this BSRA, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Castle Opa LLC
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF139901003

IN WITNESS WHEREOF, each of the parties has made and executed this Brownfield Site Rehabilitation Agreement on the date set forth for each signature of each representative below: Jack Osterholt, MDC Deputy Mayor, or his designee, and Castle Opa LLC, the Person Responsible for Brownfield Site Rehabilitation, signing by and through Elliot Stone as Manager for Castle Opa LLC, duly authorized to execute same.

PERSON RESPONSIBLE FOR
BROWNFIELD SITE REHABILITATION

By: _____
(PRFBSR Authorized Signatory)

Elliot Stone - Manager
(Print Signatory's Name & Title) Castle Opa LLC

Date: 11/26/18

11900 Biscayne Blvd #212
(Address)

N. Miami FL 33181
(City, State, Zip Code)

305-891-3331
(Telephone)

MIAMI-DADE COUNTY

By: _____
(Deputy Mayor)

Date: 12/19/18

Approved as to form and legality

_____
MDC Assistant County Attorney

Christopher J. Wahl
(Print MDC Assistant County Attorney's Name)

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

FILING AND ACKNOWLEDGMENT FILED, on this date, pursuant to §120.52 Florida Statutes, with the designated RER Clerk, receipt of which is hereby acknowledged.

_____
Clerk (or Deputy Clerk)

Date 12/19/18

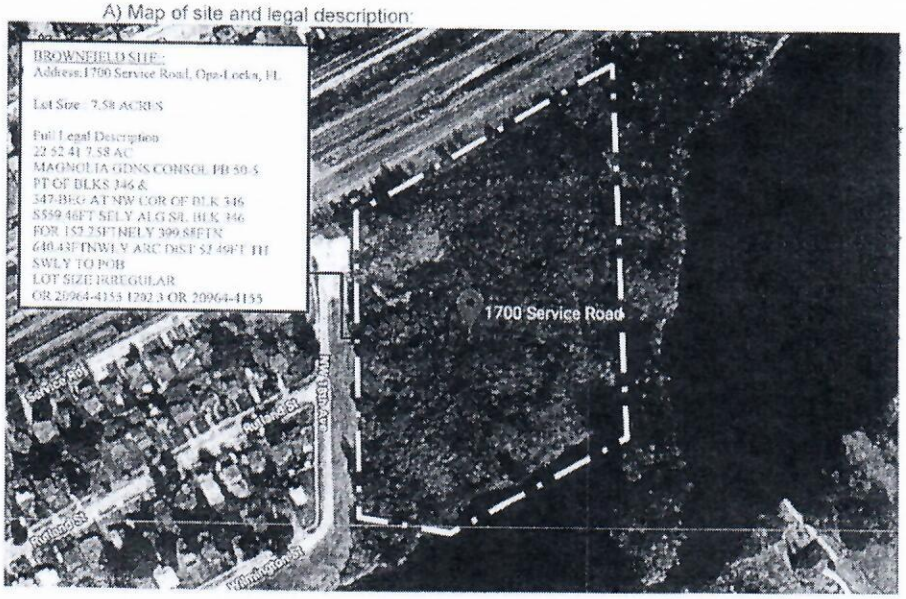
cc
Paul Alan Wierzbicki, Professional Geologist III, FDEP, Paul.Wierzbicki@dep.state.fl.us
Diane Pupa, Program Administrator, FDEP, diane.pupa@dep.state.fl.us
Carrie L. Kruchell, P.G., Environmental Manager, FDEP, Carrie.L.Kruchell@dep.state.fl.us
Sandra Rezola, Brownfields Coordinator, RER, Rezola@miamidade.gov

List of Attachments

| | |
|---|---|
| Attachment A | Local Government Resolution for the Brownfield Area andMap and Legal Description of the Brownfield Site |
| Attachment B | Brownfield Site Rehabilitation Schedule |
| Attachment C | Site Access Agreement |
| Attachment D | Certification of Redevelopment Agreement |
| Attachment E | Contractor Certification Form |
| Attachment F | Quality Assurance Certificate |
| Attachment G | Advisory Committee Members |
| Attachment H | Format for submittal of Technical Documents |

ATTACHMENT A - - LOCAL GOVERNMENT RESOLUTION FOR THE BROWNFIELD AREA AND MAP AND LEGAL DESCRIPTION OF THE BROWNFIELD SITE

A) Map of site and legal description:




9/2016 Revised MDC BSRA Model

B) City of Opa-Locka Resolution # 99-6013 (February 24, 1999)

Resolution No. 99-6013

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, WITH ATTACHMENT, DESIGNATING THE BOUNDARIES OF THE BROWNFIELDS ECONOMIC REDEVELOPMENT AREA INCLUDING ALL AREAS OUTLINED ON THE ATTACHED MAP AND ATTACHED LEGAL DESCRIPTION FOR THE PURPOSE OF ENVIRONMENTAL REMEDIATION AND; FURTHER AUTHORIZING THE CITY MANAGER TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION

WHEREAS, in resolution No. 98-5885, the City Commission emphasized the critical importance to the City of expeditious actions to redevelop real property with perceived contaminated sites which are underutilized ("brownfields"); and

WHEREAS, the Opa-locka Brownfields Task Force Technical and Identification Committee and Legal Committee have completed their survey of potential brownfields sites within the City and prepared a priority list of such potential sites which are attached to this resolution and incorporated herein; and

WHEREAS, the Brownfields Redevelopment Act, as revised and amended (Section 376.77, Florida Statutes) provides for a local government to designate a "brownfields area" containing one or more potential brownfields sites; and

WHEREAS, the task force has unanimously proposed a brownfields area, a map and a legal description which are attached and made an integral part of this resolution; and

WHEREAS, designation of a brownfields area is an essential step before any brownfields site rehabilitation agreements can be negotiated between persons proposing to redevelop brownfields sites and the Florida Department of Environmental Protection; and

WHEREAS, the designation of a brownfields area is likely to benefit the owners of property in the area by facilitating the clean-up and further redevelopment of their properties and

Resolution No. 99-6013

nearby and adjacent properties; and

WHEREAS, the Florida Statutes provide additional protection for any property owner located in a proposed brownfields area to have the property removed from the proposed designation; and

WHEREAS, the City's Public Works Department and Utilities Department wishes to begin the process of working with the owners of potential brownfields sites to have those sites formally designated as soon as the legal requirements have been completed.

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

**Section 1:** The above clauses are hereby incorporated by reference.

**Section 2:** The City Commission makes the following findings:

a. All potential brownfields sites to date are located within the confines of the proposed brownfields area excepting only those already subject to clean-up requirements under state or federal statutes and thus not eligible for brownfields site designation.

b. Based on its knowledge of the City and the uses which its land has been put to, it is unlikely that additional sites will be located in the near future in areas of the City not contained in the proposed brownfields area.

c. The proposed area warrants economic development and such development is likely, if concerns over actual or suspected contamination can be resolved.

d. The area is the smallest area that will allow a focused approach to the problems of brownfields sites within the City.

e. Private investors have expressed interest in developing or redeveloping several properties, the completion of which is likely to lead to the creation of a significant number of new permanent jobs, and at least one such investor has expressed a willingness to request designation of a

Resolution No. 99-6013

brownfields site so as to rehabilitate and redevelop the property.

f. At least one of the potential sites in the area offers the potential for additional recreational open space within the City.

g. All of the proposed brownfields area is within the boundaries of a designated enterprise zone, and accordingly, no hearing is required under the terms of section 376.80(2)(a).

**Section 3:** The City Commission accordingly:

a. Announces its intention to designate a brownfields area, the boundaries of which will be those on the attached map and legal description which are incorporated herein by reference, subject, however, to the views of the public.

b. Directs the City Manager to cause notice of the proposed area to be advertised in local newspapers and posted in appropriate locations, including the opportunity for interested persons to express their views on the designated area, and the opportunity for property owners to have their properties excluded.

c. Authorizes the City Manager to enter into negotiations with interested owners of properties identified by the task force as potential brownfields sites to establish whether they are prepared to request designation as a brownfields site and to undertake the necessary clean-up and redevelopment of the site on their own or in conjunction with other interested parties.

d. Further directs the City Manager and the task force to reconsider the proposed brownfields area in light of any comments received and discussions with the property owners, and to report the findings to the Commission.

PASSED AND ADOPTED this 24 day of FEBRUARY 1999.

MAYOR

LEGAL DESCRIPTION
OF PROPOSED BROWNFIELD
ECONOMIC DEVELOPMENT AREA
IN THE CITY OF OPA-LOCKA, FLORIDA

That portion of Section 20, Township 52 South, Range 41 East, lying Southerly of the Opa Locka Canal.

TOGETHER WITH

A portion of Section 21, Township 52 South, Range 41 East, being more particularly described as follows:

Begin at the Southeast corner of said Section 21, being at the intersection of N. W. 135th Street and N. W. 27th Avenue; thence Westerly, along N. W. 135th Street, to Cordelia Street; thence Northerly, along Cordelia Street, to Superior Street; thence Northwesterly and Westerly, along a 20 foot alley which lies Southerly of Opa-Locka Boulevard, to Perviz Avenue; thence Northerly, along Perviz Avenue, to West Drive; thence Northwesterly along a 20 foot Alley, which lies Southwesterly of Opa-Locka Boulevard, to the Southerly Right of Way line of the Seaboard Air Line Railway; thence Southwesterly, along said Right of Way line to Dunad Avenue; thence Southeasterly, along Dunad Avenue, to Superior Street; thence Easterly, along Superior Street, to Sesame Street; thence Southerly, along Sesame Street, to N. W. 135th Street; thence Westerly along N. W. 135th Street, to the Lejeune-Douglas Expressway; thence Northeasterly, along the Lejeune-Douglas Expressway, to Fisherman Street; thence Easterly and Northeasterly, along Fisherman Street, to Starkey Boulevard; thence Northwesterly, Northerly, Northeasterly and Easterly along Starkey Boulevard, to N. W. 27th Avenue; thence Southerly, along N. W. 27th Avenue, to the Point of Beginning.

TOGETHER WITH

The following described portions of Section 22, Township 52 South, Range 41 East, to wit:

Begin at a point on the West line of said Section 22, being at the intersection of N. W. 27th Avenue and Superior Street; thence Northerly, along N. W. 27th Avenue, to the Northwest corner of said Section 22; thence Easterly, along N. W. 151st Street and its Easterly extension, to the Northeast corner of said Section 22; thence Southerly, along the East line of said Section 22, to the Northerly shoreline of an existing lake; thence Southwesterly, along said shoreline, to N. W. 18th Avenue; thence Northerly, along N. W. 18th Avenue, to the Southerly Right of Way line of the State Road No. 9 Service Road; thence Southwesterly, along said Southerly Right of Way Line, to N. W. 145th Street; thence Southwesterly, Southwesterly and Southerly, along the Westerly Boundary of the Nathan Young Elementary School Site, to N. W. 144th Street; thence Westerly, along N. W. 144th Street, to N. W. 24th Avenue; thence Southerly, along N. W. 24th Avenue, to Superior Street; thence Westerly, along Superior Street, to the Point of Beginning.

Sheet 1 of 2 Sheets

SCHWEBKE - SHISKIN & ASSOCIATES, INC.
LAND SURVEYORS • ENGINEERS • 8240 CORPORATE WAY, LAKELAND, FLA. 33805

DRAWN: 178 924
DATE: 1-29-80
FIELD BOOK & PAGE NUMBER:

AND

Begin at a point on the South line of said Section 22, being at the intersection of N. W. 22nd Avenue and N. W. 135th Street; thence Northerly, along N. W. 22nd Avenue, to Opa-Locka Boulevard; thence Westerly, along Opa-Locka Boulevard, to the Easterly Right of Way line of the Opa Locka Canal; thence Northerly, along said Easterly Right of Way line, to Burlington Street; thence Northeasterly, along Burlington Street, to a point that is 690 feet West of the West Right of Way line of N. W. 22nd Avenue; thence Northerly, along a line that is parallel to and 690 feet West of said West Right of Way line, to the Southerly Right of Way line of State Road No. 9 Service Road; thence Northeasterly, along said Southerly Right of Way Line, to a point that is 100 feet East of the East Right of Way Line of N. W. 22nd Avenue; thence Southerly, along a line that is parallel to and 100 feet East of said East Right of Way line, to Raymond Ray Britton Street; thence Southwesterly, along Raymond Ray Britton Street, to N. W. 22nd Avenue; thence Southerly, along N. W. 22nd Avenue, to the Southerly Right of Way Line of the Opa-Locka Canal; thence Northwesterly, along said Southerly Right of Way line, to a point on the Northerly prolongation of the Westerly shoreline of an existing lake; thence Southerly, along said prolongation, to the Northerly shoreline of said lake; thence meander Southerly and Easterly, along the Westerly and Southerly shoreline, to the Easterly shoreline; thence continue Easterly to N. W. 17th Avenue; thence Southerly, along N. W. 17th Avenue, to Opa-Locka Boulevard; thence Westerly and Southwesterly, along Opa-Locka Boulevard, to N. W. 19th Avenue; thence Southerly, along N. W. 19th Avenue, to N. W. 135th Street; thence Westerly, along N. W. 135th Street, to the Point of Beginning.

TOGETHER WITH

The following described portion of the North 1/2 of Section 28, Township 52 South, Range 41 East, to wit:

Begin at the Northeast corner of said Section 28, being at the intersection of N. W. 135th Street and N. W. 27th Avenue; thence Southerly, along N. W. 27th Avenue, to the Southeast corner of the North 1/2 of said Section 28; thence Westerly, along the East line of the North 1/2 of Section 28, to the Southwest corner of the North 1/2 of Section 28; thence Northerly, along the West line of the North 1/2 of Section 28, to the Northwest corner of Section 28; thence Easterly, along N. W. 135th Street, to a point that is 320 feet more or less West of the West Right of Way line of Alexandria Drive; thence Southerly, parallel to Alexandria Drive, to the prolongation of N. W. 130th Street; thence Easterly, along the prolongation of N. W. 130th Street, to N. W. 32nd Avenue; thence Northerly, along N. W. 32nd Avenue, to N. W. 131nd Street; thence Easterly, along N. W. 131nd Street and its prolongation, to N. W. 31st Avenue; thence Northerly, along N. W. 31st Avenue, to N. W. 131nd Terrace; thence Easterly, along N. W. 131nd Terrace, to N. W. 30th Avenue; thence Southerly, along N. W. 30th Avenue, to the prolongation of N. W. 131st Street; thence Easterly, along the prolongation of N. W. 131st Street, to N. W. 28th Avenue; thence Northerly, along N. W. 28th Avenue, to N. W. 132nd Street; thence Easterly, along N. W. 132nd Street, to a 20 foot alley which lies West of and is parallel to N. W. 27th Avenue; thence Northerly, along said alley, to N. W. 135th Street; thence Easterly, along N. W. 135th Street, to the Point of Beginning.

TOGETHER WITH

That portion of Section 29, Township 52 South, Range 41 East, lying Northerly of the Gratigny Parkway.

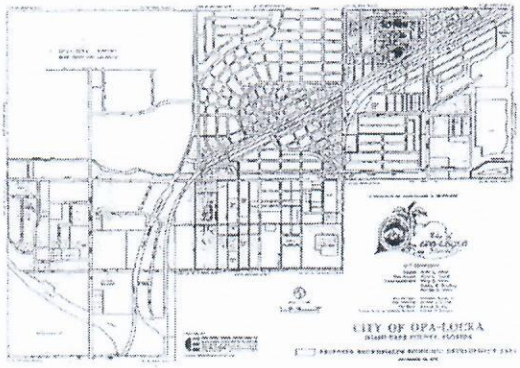
NOTE

For delineation of the property described herein below refer to plan of the area dated December 8, 1978, prepared by Cavazos Castella Cabello Thompson Raman, P.A.

Sheet 2 of 2 Sheets

SCHWEBKE - SHISKIN & ASSOCIATES, INC
LAND SURVEYORS • ENGINEERS • 8240 CORPORATE WAY, LAKELAND, FLA. 33805

DRAWN: 178 924
DATE: 1-29-80
FIELD BOOK & PAGE NUMBER:



ATTACHMENT B - - BROWNFIELD SITE REHABILITATION SCHEDULE

Table I

Brownfield Site Rehabilitation Schedule

| Type of Report or Activity | PRFBSR Action or Submittal Time Frames | MDC Review or Comment Timeframes |
|---|---|---|
| Notice of Interim Source Removal Action or Emergency Response Action situations. | Within 24 hours of initiation of the action. | No comment required. |
| Interim Source Removal Proposal | When seeking approval before implementation of an alternative product recovery method, groundwater recovery, soil treatment or disposal technique (see Rule 62-780.500). | Within 30 days of receipt. |
| Interim Source Removal Plan | When seeking approval before implementation of an alternative product recovery method, groundwater recovery, soil treatment or disposal technique (62-780.500, F.A.C.) | Within 30 days of receipt. |
| Interim Source Removal Status Report | Within 60 days of completion of source removal activities and every 60 days thereafter or when the field activity is terminated, whichever occurs first. | No comment required. |
| Interim Source Removal Report | Within 60 days of completion of interim source removal activities. | Within 60 days of receipt. |
| Site Rehabilitation Plan (SRP) or Combined Document; (Optional submittal) (See Rule 62-780.450, F.A.C.) | Optional: SRP submitted within 270 days of executing BSRA. May include multiple tasks. | Within 60 days of receipt. |
| Site Assessment Report (SAR) | SAR submitted within 270 days of executing BSRA. | Within 60 days of receipt. |
| Risk Assessment Report (RAR) | Optional: (within 60 days of SAR approval.) | Within 90 days of receipt. |
| No Further Action (NFA) Proposal | When the site meets the criteria for NFA (See Rule 62-780.680, F.A.C.). | Within 60 days of receipt. |
| Well Survey and Sampling Results pursuant to paragraph 62-780.600(3)(h), F.A.C. | Within 60 days of discovery of contamination beyond the property boundaries | Within 60 days of receipt. |
| Natural Attenuation with Monitoring (NAM) Plan | When the site meets the criteria for Natural Attenuation with Monitoring (See Rule 62-780.690, F.A.C.). | Within 60 days of receipt. |
| Natural Attenuation with Monitoring (NAM) Report | Within 60 days of sample collection. | No comment required. |
| Remedial Action Plan (RAP) | Within 90 days of approval of a SRP, SAR or RAR. | Within 60 days of receipt. |
| As-Built Drawings | Within 120 days of initiating operation of the active remediation system | No comment required. |
| Initiate Operation of Active Remedial Action | Within 120 days of RAP approval. | No comment required. |
| Proposals submitted pursuant to subsection 62-780.700(15), F.A.C. | Optional during active remediation | Within 60 days of receipt |
| Remedial Action Status Report (Monthly or quarterly status reports may be required for submittal - - depending on site conditions and Advisory Committee.) | Within 60 days of the anniversary date of initiating operation of active remediation system. | No comment required. |

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| | | |
|---|---|---|
| Post Active Remediation Monitoring (PARM) Plan | When the site meets the criteria for NFA (see Rule 62-780.680) or Leveling-Off (see Rule 62-780.700(17)) | Within 60 days of receipt. |
| Post Active Remediation Monitoring (PARM) Report | Within 60 days of sample collection. | No comment required. |
| Leveling Off Determination | Within 60 days of sample collection. | Within 60 days of receipt. |
| Post Active Remediation Monitoring (PARM) Plan resampling proposal (Rule 62-780.750(4)(e), F.A.C. | Within 60 days of sample collection. | Within 60 days of receipt. |
| Site Rehabilitation Completion Report (SRCR) | Within 60 days of the final sampling event. If SRCR not approved then submit modifications, etc. within 60 days of MDC's response. | Within 60 days of receipt. If the brownfield site meets the requirements of Chapter 62-780, F.A.C. for the issuance of a SRCO, a SRCO will be issued. |
| Pilot Study Work Plan | When seeking approval before implementation of a Pilot Study pursuant to Rule 62-780.700(2), F.A.C. | Within 60 days of receipt. |
| Notices for Field Activities except for Start of Interim Source Removal or Emergency Response Action situations. | Within seven (7) days but not less than 24 hours prior notice to MDC to perform field activity. | No comment required. |
| Submittal to MDC of addenda, responses, or modification to plans or reports, pursuant to Chapter 62-780, F.A.C. | Within 60 days of receipt of the MDC's response. | Within the same time frame for review of the original submittal. |
| Submittal of Form and Actual Notice required in subsection 62-780.220(2), F.A.C. | See text of rule for "Initial Notice of Contamination Beyond Property Boundaries" in subsection 62-780.220(2), F.A.C. | No comment required. |
| Submittal of Actual and Constructive Notice required in subsection 62-780.220(3), F.A.C. | See text of rule for "Subsequent Notice of Contamination Beyond Source Property Boundaries for Establishment of a Temporary Point of Compliance (TPOC)" in subsection 62-780.220(3), F.A.C. | No comment required. |
| Submittal of proof of Constructive Notice required in subsection 62-780.680(8), F.A.C. | When seeking an SRCO with conditions, the PRFBSR must provide constructive notice of the MDC's intent to approve a no Further Action Proposal with controls. | No comment required. |

ATTACHMENT C - - SITE ACCESS AGREEMENT

**SITE ACCESS AGREEMENT**
**PERMISSION TO ENTER PROPERTY**
**BROWNFIELDS REDEVELOPMENT PROGRAM**

1. Castle Opa I LC, the real property owner ("undersigned" or "owner"), hereby grants permission to the Miami-Dade County ("MDC") Department of Regulatory and Economic Resources (RER) and the State of Florida, Department of Environmental Protection ("Department") and its agents and subcontractors to enter the undersigned's property ("the property") located at 1700 Service Road, Opa-locka, FL 33054, as described in **Attachment A** attached to the BSRA for the brownfield site assigned the Brownfield Site Identification Number **BF139901003**, beginning on the date of execution of the BSRA and ending on such date as deemed appropriate by MDC or the successful completion of the BSRA, whichever occurs first.

2. This permission is contemplated to be used for the following activities that may be performed by MDC, the Department, its agents, representatives or subcontractors:

   a. Having access to areas where contamination may exist.

   b. Investigation of soil and groundwater including, but not limited to, the installation of groundwater monitoring wells, the use of geophysical equipment, the use of an auger for collection of soil and sediment samples, the logging of existing wells, videotaping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, and other materials deemed appropriate by MDC and/or the Department and the like.

   c. Removal, treatment and/or disposal of contaminated soil and water, which may include the installation of recovery wells or other treatment systems.

3. Upon completion of the investigation, MDC and/or the Department will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.

4. The granting of this permission by the undersigned is not intended, nor should it be construed, as an admission of liability on the part of the undersigned or the undersigned's successors and assigns for any contamination discovered on the property.

5. MDC, the Department, its agents, representatives or subcontractors may enter the property during normal business hours and may also make special arrangements to enter the property at other times after agreement from the undersigned.

6. MDC and the Department acknowledge and accept any responsibility it may have under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees acting within the scope of their employment while on the property.

7. In exercising their access privileges, MDC and the Department will take reasonable steps not to interfere with the Owner's operations, or the remediation and redevelopment activities pursuant to the BSRA.

Signature of Real Property Owner

Print Name: Elliot Stone

Title, if applicable Manager / Castle Opa LLC

10/30/2018
Date

Signature of Witness

Print Name: Janice Pickart

10/30/18
Date

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**Site Access Agreement**
**Brownfield Site ID #: 139901003**
**October 30, 2018**
**Page 2 of 2**

Accepted by MDC by the following authorized agent:

Signature of Department representative

Print Name: Sandra Rezola

Manager, EMES DERM RER
Title of Department representative

11/27/18
Date

Signature of Witness

Print Name: [illegible] CLARK

11/27/18
Date

ATTACHMENT D - - CERTIFICATION OF REDEVELOPMENT AGREEMENT

Planning & Community Development
Department

780 Fisherman Street, 4th Floor
Opa-locka, FL 33054

Gregory G. Gay
Director

Phone: (305) 953-2868, Ext. 1503
Fax: (305) 953-3060

November 6, 2018

Reese Stigliano, SIOR c/o Castle Opa, LLC.
11900 Biscayne Blvd. Suite. 262,
North Miami, FL 33181

**RE: Zoning Verification Letter**
**Location: 1700 Service Road, Opa-locka, FL 33054**
**Folio: 08-2122-005-2170**

To Whom It May Concern:

The Planning and Community Development Department has acknowledged receipt of your request for a Zoning Verification Letter regarding the above-described property. The following is a summary of our research:

Zoning and Land Use

The subject property located at 1700 Service Road, Opa-locka, Florida, 33054, the site is identified by folio number 08-2122-005-2170 and is a 330,138 square foot or 7.58 acre parcel. According to the City's Official Zoning Map, the subject property is zoned R-TH (Residential Townhouse District). The Residential Townhouse District is intended to provide for moderate density townhouses residential neighborhoods. Townhouses are two or more attached dwelling units, usually tow stories, served by separate utility services as described in the City Land Development Regulations. The district also implements the Low-Moderate Density Residential Land Use category of the City's Comprehensive Development Master Plan (CDMP), pursuant to the City's Future land use element. Lastly, the site is also within the Corridor Mixed Use Overlay which provides the opportunity for service-oriented retail, commercial and mixed income housing within a pedestrian friendly neighborhood. The overlay promotes an active commercial-residential mixed use neighborhood. This R-TH zoning district's permitted uses and development standards are addressed in Article IV, Sections 22-79, and Section 22-86, and the Corridor Mixed Use Overlay district's permitted uses and development standards are addressed in Article IV, Section 22-86 and Section 22-99 which were adopted on October 28, 2015, per Ordinance 15-31. The specific site development standards as well as the permitted and prohibited uses referenced above are attached for your review and consideration. Also attached is a copy of the City Zoning Map.

This property, according to City records has been vacant and has not been in lawful use for more than twenty years. The Planning & Community Development Department has conceptually reviewed the proposed development which includes Mixed-Use Residential and Commercial-Retail uses. The current zoning would permit a residential project or a mixed use commercial-retail and residential development. The properties West of this site are zoned residential single-family; the properties North of this site are zoned commercial and residential; the properties South of this site are zoned residential townhouse and the properties East of this site are outside of the City of Opa-locka and are zoned residential single family.

This letter alone should not be construed to be a development order, permit, title search or any other types of approval. Inquiries regarding building permits, licensing, certificates of use and certificates of occupancy should be directed to the Building Division at (305) 953-2868 ext. 1601. Inquiries regarding code violations and lien searches must be addressed to the Code Compliance Division at (305) 953-2868 ext. 1514.

Prior Approvals:

Prior zoning approvals were consistent with permitted uses of this district. Please refer to the City Clerk's Office for any additional information regarding said property.

You may contact me at 305-953-2868 extension *1502 should you have questions regarding this zoning and development letter or if any Land Development Regulations (zoning codes) are needed.

Sincerely,

**Gerald J. Lee, Planner/Zoning Official**
Planning & Community Development Dept.
OPA-TISHA-WOCKA-LOCKA
780 Fisherman Street, Fourth Floor | Opa-locka, FL 33054
C: 305-807-8545
P: 305-953-2868 X-1502
F: 305-953-3060
glee@opalockafl.gov
www.opalockafl.gov

ATTACHMENT E - - CONTRACTOR CERTIFICATION FORM

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

BOB MARTINEZ CENTER
2600 BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

JONATHAN P. STEVERSON
SECRETARY

**CONTRACTOR CERTIFICATION FORM**
**Brownfields Redevelopment Program**

Contractor Name: Hydrologic Associates USA, Inc. (HAI) Date: 11/27/18

Contractor Address: 10406 SW 186th Terrace, Miami, FL 33157

Contact Name: James Miller, P.E.

Phone No.: 305-252-7118 Fax No.: 305-254-0874

Brownfield Site ID #: (BF139901003)

| Contractor Certifies by Checking All Appropriate Boxes: | Yes | No |
|---|---|---|
| 1. It meets all certification and license requirements imposed by law. | ☒ | ☐ |
| 2. It performs or contracts laboratory analysis pursuant to National Environmental Laboratory Accreditation Program certification requirements and performs or contracts field-sampling work in accordance with the Standard Operating Procedures for Field Activities pursuant to Chapter 62-160, Florida Administrative Code. | ☒ | ☐ |
| 3. It complies with all applicable OSHA regulations. | ☒ | ☐ |
| 4. Has the capacity to perform the majority of the site rehabilitation program tasks pursuant to a brownfield site rehabilitation agreement or supervise the performance of such tasks by licensed subcontractors in accordance with Section 489.113(9), F.S. | ☒ | ☐ |

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The person named below by signing as an "Officer of the Company" hereby certifies to the Miami-Dade County Department of Regulatory and Economic Resources (RER) and the Florida Department of Environmental Protection (FDEP) that the Contractor named above meets the requirements for contractors participating in the Brownfields Redevelopment Program [Sections 376.80(6) and (7), Florida Statutes (F.S.)]:

Signature of Officer of the Company and Date Signed

James T. Miller

Print Name of Officer of the Company

President

Title of Officer of the Company

This form will be kept on file by RER. Contractors must immediately notify MDC of any change in the above criteria. RER may order a suspension or cessation of work for failure of a contractor to maintain their required certification. Please return this form to the Miami-Dade County Brownfields Coordinator.

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ATTACHMENT F - - QUALITY ASSURANCE CERTIFICATE

Florida
HEALTH
State of Florida
Department of Health, Bureau of Public Health Laboratories
This is to certify that

E82516

ADVANCED ENVIRONMENTAL LABORATORIES, INC - MIAMI
10700 USA TODAY WAY
MIRAMAR, FL 33025

has complied with Florida Administrative Code 64E-1
for the examination of environmental samples in the following categories

DRINKING WATER - GROUP II UNREGULATED CONTAMINANTS, [illegible] - MICROBIOLOGY, DRINKING WATER - OTHER INORGANIC CONTAMINANTS, DRINKING WATER - PRIMARY INORGANIC CONTAMINANTS, DRINKING WATER - SECONDARY INORGANIC CONTAMINANTS, DRINKING WATER - SYNTHETIC ORGANIC CONTAMINANTS, NON-POTABLE WATER - EXTRACTABLE ORGANICS, NON-POTABLE WATER - GENERAL CHEMISTRY, NON-POTABLE WATER - METALS, NON-POTABLE WATER - MICROBIOLOGY, NON-POTABLE WATER - PESTICIDES/HERBICIDES/PCBS, NON-POTABLE WATER - VOLATILE ORGANICS, SOIL AND CHEMICAL MATERIALS - EXTRACTABLE ORGANICS, SOIL AND CHEMICAL MATERIALS - GENERAL CHEMISTRY, SOIL AND CHEMICAL MATERIALS - METALS, SOIL AND CHEMICAL MATERIALS - MICROBIOLOGY, SOIL AND CHEMICAL MATERIALS - PESTICIDES/HERBICIDES/PCBS, SOIL AND CHEMICAL MATERIALS - VOLATILE ORGANICS

Continued certification is contingent upon successful ongoing compliance with the NELAC Standards and FAC Rule 64E-1 regulations. Specific methods and analytes certified are listed on the Laboratory Scope of Accreditation for this laboratory, and are on file at the Bureau of Public Health Laboratories, P. O. Box 210, Jacksonville, Florida 32231. Clients and consumers are urged to verify with this agency the laboratory's certification status in Florida for particular methods and analytes.

Date Issued: July 01, 2018 Expiration Date: June 30, 2019

Patty A. [illegible], MBA, MT(ASCP)
Chief, Bureau of Public Health Laboratories
[illegible]
NON-TRANSFERABLE [illegible]
Subsidiaries of [illegible]

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ATTACHMENT G - - ADVISORY COMMITTEE MEMBERS

ADVISORY COMMITTEE

| NAME | ADDRESS | PHONE NUMBER | Affiliation to Brownfield area |
|---|---|---|---|
| Juan Ramirez, Jr. | 1800 Service Road Opa Locka, FL 33054 | 954-240-5470 omgjuan@yahoo.com | Resident Adjacent to the site |
| Juan Ramirez, Sr. | 1810 Service Road Opa Locka, FL 33054 | 954-240-5470 omgjuan@yahoo.com | Resident Adjacent to the site |
| Lloyd Johnson | 1820 Service Road Opa Locka, FL 33054 | *305-681-3482* | Resident Adjacent to the site |

ATTACHMENT H - - FORMAT FOR SUBMITTAL OF TECHNICAL DOCUMENTS

1. One hard copy and one electronic copy of each report or proposal and final reports shall be submitted to MDC.

2. In an effort to increase efficiency, responsiveness, and to enhance environmental protection, electronic records are an acceptable media substitute for hard copy and shall be pursued as the first option of choice to arrive at compliance. Where an electronic format exists of the records it shall be used to transmit the data, file, report, document, map, plans, picture, record, or any other object that may be available in an electronic format. Electronic records shall be kept in industry standard non-proprietary formats: TIFF, GIF, JPEG, PDF, or in Microsoft Word, Microsoft Excel, and Microsoft Access not older than one (1) release behind the current.

3. Data requested shall be transmitted using available media such as E-mail, Compact Disc (CD), or File Transfer via an FTP site. Additional formats may be considered at the time of the request.

4. After final approval of each report, an electronic copy and one hard copy shall be submitted within 30 days.

5. The media shall include a file directory and specify the "naming convention".
   (a) Final reports (any text files) must be in one of the approved formats.
   (b) Site maps and surveys shall be in TIFF, JPEG or ".pdf" format.
   (c) Site-specific GIS data tables shall be in Excel or text (tab delimited) format.
   (d) The cover of the media shall include the Site Name, Designated Brownfield Area, Date and Type of Report(s).
   (e) The left inside cover of the media should list all the files located on the media.

**EXHIBIT B –** Updated Site Access Agreement

**SITE ACCESS AGREEMENT**
**PERMISSION TO ENTER PROPERTY**
**BROWNFIELDS REDEVELOPMENT PROGRAM**

1. 1700 Service Holdings LLC, the real property owner ("undersigned" or "owner"), hereby grants permission to the Miami-Dade County Department of Regulatory and Economic Resources (RER) and the State of Florida, Department of Environmental Protection ("Department") and its agents and subcontractors to enter the undersigned's property ("the property") located at 1700 Service Road, Opa-locka, FL 33154, Folio Number 08-2122-005-2170, as described in **Attachment A** attached to the Brownfield Site Rehabilitation Agreement ("BSRA") for the brownfield site assigned the Brownfield Site Identification Number **BF139901003**, beginning on the date of execution of the BSRA and ending on such date as deemed appropriate by RER or the successful completion of the BSRA, whichever occurs first.
2. This permission is contemplated to be used for the following activities that may be performed by RER and/or the Department, its agents, representatives or subcontractors:

   a. Having access to areas where contamination may exist.

   b. Investigation of soil and groundwater including, but not limited to, the installation of groundwater monitoring wells, the use of geophysical equipment, the use of an auger for collection of soil and sediment samples, the logging of existing wells, videotaping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, and other materials deemed appropriate by the Department and the like.

   c. Removal, treatment and/or disposal of contaminated soil and water, which may include the installation of recovery wells or other treatment systems.
3. Upon completion of the investigation, RER and/or Department will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.
4. The granting of this permission by the undersigned is not intended, nor should it be construed, as an admission of liability on the part of the undersigned or the undersigned's successors and assigns for any contamination discovered on the property.
5. RER, and the Department, its agents, representatives or subcontractors may enter the property during normal business hours and may also make special arrangements to enter the property at other times after agreement from the undersigned.
6. RER and the Department acknowledge and accept any responsibility it may have under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees acting within the scope of their employment while on the property.
7. In exercising its access privileges, the RER and/or the Department will take reasonable steps not to interfere with the Owner's operations, or the remediation and redevelopment activities pursuant to the BSRA.

| | |
|---|---|
| _____ | _____ |
| Signature of Real Property Owner | Signature of Witness |
| Print Name: _____ | Print Name: _____ |
| Title, if applicable_____ | |
| _____ | _____ |
| Date | Date |

**Site Access Agreement**
**Brownfield Site ID #: BF139901003**
**12/5/2025**
**Page 2 of 2**

Accepted by RER by the following authorized agent:

| | |
|---|---|
| _____ | _____ |
| Signature of RER representative | Signature of Witness |
| Print Name: _____ | Print Name: _____ |
| _____ | |
| Title of RER representative | |
| _____ | _____ |
| Date | Date |

Sponsored by: City Manager

**RESOLUTION NO. 25-XXX**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR THE REPAIR OF THE 11-C BYPASS CONTROL; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** during an operation to divert flows from Pump Stations 8, 9, 10, 11-A, 11-B, and 11-D to the City's Master Pump Station and subsequently to Miami-Dade County Pump Station 300, the 11-C bypass control system experienced a failure; and

**WHEREAS**, as a result of the bypass control system failure, sand and groundwater are entering the wet well at Pump Station 11-C; and

**WHEREAS,** this condition has caused increased pump run times and clogging of the wet well with unusual debris. Additionally, this failure has contributed to the City's inability to pass the Cycle III Sewer System Evaluation Survey (SSES), as the system did not meet required standards due to this issue; and

**WHEREAS,** the City Manager is seeking City Commission approval to issue a Request For Proposals (RFP) for the Repair of the 11-C Bypass Control System. The City Commission desires to accept the recommendation of the City Manager.

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

**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 Resolution.

**SECTION 2. AUTHORIZATION FOR RFP**

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to issue a Request For Proposals (RFP), for the repair of the 11-C Bypass Control System 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 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 _____

Docusign Envelope ID: 947B8DF0-6EF0-4BD1-8887-668AC6756D06

# City of Opa-locka
# Agenda Cover Memo

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Public Works Director** | Airia Austin | | | **Public Works Director Signature:** | Signed by: | | |
| **City Manager:** | Sha'mecca Lawson | | | **CM Signature:** | Sha'mecca Lawson E4489A0D7D63447... | | |
| **Commission Meeting Date:** | 01.14.2026 | | **Item Type:** *(Enter X in box)* | **Resolution** | **Ordinance** | **Other** | |
| | | | | X | | | |
| **Fiscal Impact:** *(Enter X in box)* **N/A** | **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)* **NA** | | **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:** | | Public Works | | |

## Short Title:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSAL FOR THE REPAIR OF THE 11-C BYPASS CONTROL.**

## Staff Summary:

During an operation to divert flows from Pump Stations 8, 9, 10, 11-A, 11-B, and 11-D to the City's Master Pump Station and subsequently to Miami-Dade County Pump Station 300, the 11-C bypass control system experienced a failure. As a result of the bypass control system failure, sand and groundwater are entering the wet well at Pump Station 11-C. This condition has caused increased pump run times and clogging of the wet well with unusual debris. Additionally, this failure contributed to the City's inability to pass the Cycle III Sewer System Evaluation Survey (SSES), as the system did not meet required standards due to this issue. Staff believes it is in the City's best interest to issue a Request for Proposals (RFP) for the repair of the 11-C Bypass Control System.

Docusign Envelope ID: 947B8DF0-6EF0-4BD1-8887-668AC6756D06

**Financial Impact**: There is no financial impact associated with the issuance of an RFP since no financial liability is created in receiving and evaluating proposals.

## Proposed Action:

Staff recommends the City Commission authorize the issuance for a Request For Proposals (RFP) for proposals to provide for the repair of 11-C Bypass Control System.

## Attachment:

Draft 11-C Bypass Control System RFP

# CITY OF OPA-LOCKA

# RFP NO: 24-XXXX200

# REQUEST FOR PROPOSAL

# Pump Station 11-C Bypass Control

# Table of Contents


I. Proposal Guidelines
   a. Advertisement
   b. Proposal Submission
   c. Cone of Silence
   d. Calendar Events/Important Dates

II. Nature of Services Required
   a. Purpose
   b. Scope of Work
   c. Contents of Proposal

III. General Requirements
   a. Rules for Proposal
   b. Submission Guidelines
   c. References

IV. Evaluation and Selection Process
   a. Review of Proposals
   b. Evaluation Criteria

V. Attachments
   a. Proposer Qualifications
   b. Price Proposal Form
   c. Certification Regarding Debarment
   d. Drug-Free Workplace
   e. Non-Collusion Affidavit
   f. Non-Discrimination Affidavit
   g. E-Verify Form

RFP NO: 24-XXXX200
Pump Station 11-C Bypass Control

Sealed Proposals for Pump Station 11-C Bypass Control Services will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, by 2:00 p.m., TBA (ET). Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked RFP for Pump Station 11-C Bypass Control. This requirement is waived if the Proposal is submitted through DemandStar.

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the **RFP NO: 24-XXXX200** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

City Clerk
Joanna Flores, CMC

CITY OF OPA-LOCKA RFP NO. 24- XXXX200
PUMP STATION 11-C BYPASS CONTROL

## PART I

## PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka is requesting proposals from highly qualified Contractors to provide Pump Station 11-C Bypass Control restoration services.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 p.m. (ET) on TBA. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: RFP NO. 24-XXXX200 – Pump Station 11-C Bypass Control Services. This package shall also include the Proposer's return address.

The City cautions proposers to ensure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611, Option 1, before the proposal closing time. Any proposal received after the established deadline will not be considered and will be returned unopened to the Proposer.

1-3. Number of Copies: Proposers shall submit an original and six (6) copies (a total of 7) plus one copy on USB Flash Drive in PDF format of the proposal in a sealed, opaque package marked as noted above. This requirement is waived for Proposals submitted by DemandStar The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail, or any other mode of delivery.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee other than the City's Purchasing Officer is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addenda: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The City may post addenda on the City's website up to five (5) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Officer through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re- advertise for other proposals.

1-8. Contractual Agreement: This RFP and Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.

1-9. Selection Process: The proposals will be evaluated and assigned points. The Proposer with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager's Office for all news releases or other publicity pertaining to this RFP or the service, study, or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's

insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than $1,000,000 per Occurrence/ $2,000,000 Aggregate (Including Policy Number and Policy Period);

2. Evidence of Auto Liability coverage with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number and Policy Period);

3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);

5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently $35,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods, or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.
1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the Request for Proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working

days after the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be initiated by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

**CONE OF SILENCE**

This solicitation is subject to a Cone of Silence pursuant to Section 2-320.2 of the City of Opa-Locka's Code of Ordinances.

A cone of silence shall be applicable to all city staff, the mayor and city commission and its staff, the city attorney and his/ her staff, the city clerk and his/ her staff regarding any communication relating to requests for proposal (RFP), requests for qualification (RFQ), invitations to bid (ITB), request for letters of interest (RFLI), or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements.

**CALENDAR EVENTS**

| **EVENT** | **DATE/LOCATION** |
|---|---|
| Release Date | TBA |
| Pre-Bid | NA |
| Written Questions Due | TBA @ 5:00pm Email questions to jbergel@opalockafl.gov<br>With Subject line "RFP No: Bid Questions" |
| Response to Questions | TBA @ 5:00pm (ET) |
| Due Date/Bid Opening | TBA @ 2:00 pm (ET) |
| Evaluation Committee Meeting | TBA |
| Award Recommendation | TBA |
| Commission Approval | TBA |
| Post Award | TBA |

PART II

NATURE OF SERVICES REQUIRED

## 2-1 PURPOSE AND SCOPE OF WORK

The purpose of this RFP is to secure the services of a contractor to restore the operation of Pump Station 11-C Bypass system by furnishing and installing approximately 300' of 16" Ductile Iron Pipe DIP. This will replace currently installed 16" PVC piping that was blown out during a mode change operation. During the replacement of this piping, also replace the 16" X 12" tapping valve with a butterfly valve. See highlighted section of Exhibit A for more details.

The Contractor will visit the location to discern the best method of operation to perform this repair. The successful Contractor will be responsible for the provision of all materials necessary to execute this repair, including the restoration of valve boxes and the asphalt driveway.

**Services provided shall include the following:**

**1. Installation**

1. Furnish and install sewer grade Ductile Iron Piping DIP.
2. Furnish and install 16" X 12" sewer grade butterfly valve.
3. Furnish and install necessary valve boxes.
4. Restore asphalt driveway.

It is estimated that the infrastructure is approximately fifteen (15) feet below grade, and the use of a wellpoint system is required for dewatering.

PART III

PROPOSAL REQUIREMENTS

## 3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

## 3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents
Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to no more than two pages.

3.2.3.2 Briefly state the Proposer's understanding of the work to be done

3.2.3.3 Give the names of the people authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach

Describe in detail the proposal outlining how your services will meet the needs of the City of Opa-Locka, fully addressing the Purpose and Scope of Work, Section 2-1. The detailed plan should be specific in outlining the different types of services that your firm offers.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

3.2.6.3 Identify the specific individual who would serve the City on a day-to-day basis as the primary point of contact and be responsible for the service of the Proposer.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Project.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 The fee basis should be an all-inclusive lump sum.

3.2.9 Tab 8 – References

3.2.9.1 List of a minimum of at least five organizations, preferably governmental agencies, for which have been provided in the past five years. Include the name of the organization, a description of the services, the length of the engagement, and name of contact person, including telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

## PART IV
## EVALUATION OF PROPOSALS

### 4-1 SELECTION COMMITTEE

A Selection Committee will convene, review, and ultimately rank all proposals submitted. The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

### 4-2 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion ornegotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

### 4-3 EVALUATION CRITERIA

| | **Weight** |
|---|---|
| **Qualifications and Experience** – How the qualifications of the firm and key individuals meet the needs of the City. | 20% |
| **Capacity & Availability** – The vendor has the size, resources, and commitment to provide timely services based on the City's needs. | 25% |
| **Approach to Work** – The vendor's approach to work, including compliance with requirements, innovative offerings, services offered, and other related matters. | 10% |
| **Reference and Similar Projects**– References in general and specifically as related to similar projects. | 15% |
| **Pricing** – Most competitive price fully addressing the RFP project requirements | 30% |

| | |
|---|---|
| **TOTAL** | 100% |

The Evaluation Criteria may be changed for the oral presentations in the evaluation phase. References and site visits (if needed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

## COST PROPOSAL SHEET

Please make sure that the cost proposal includes all fixed fees, deliverables, and any other related costs that may arise if the contract is awarded to the contractor. Additionally, all project management and subcontracting expenses should be detailed in the cost proposal using the provided format.

| Item Line Description | Lump Sum Cost/ Service Fee | Total Cost |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| **TOTAL** | 0 | 0 |

RFP NO. 24-XXXX200
PROPOSER QUALIFICATIONS

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

Legal Name and Address:

Name:_____

Address: _____

City, State, Zip:_____Phone/Fax: _____

Check One: Corporation ( ) Partnership( ) Individual ( )

If Corporation, state:
Date of Incorporation: _____State in which Incorporated: _____

If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization:_____

Name and Title of Principal Officers Date Elected:

_____ _____

_____ _____

_____ _____

_____ _____

The length of time in business:_____years

The length of time (continuous) in business as a service organization in Florida:
_____years

A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF
RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, 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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature_____

Printed Name _____

DRUG-FREE WORKPLACE CERTIFICATIONFORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by_____the _____
(Name) (Title/Position)
of _____
(Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Date Signature

NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

(1) He/She/They is/are the _____ (Owner, Partner, Officer, Representative or Agent) of the Proposer that has submitted the attached proposal.

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

(3) Such Proposal is genuine and is not a collusive or sham Proposal.

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: _____

Witness

Signature

_____

_____

Print Name and Title

Signature

_____

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_____

Title:_____

State of Florida County of _____

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarizations this__day of_____, 2024.

By _____

Personally known_____OR produced identification _____

_____
Notary Public
My Commission Expires _____

-

## E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor/ Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

*By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.*

-

E-VERIFY FORM
Pump Station 11-C Bypass Control

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Sponsored by: City Manager

**RESOLUTION NO. 25-XXX**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A FORCE MAIN METERING SYSTEM; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Opa-Locka ("City") currently operates nineteen (19) pump stations that discharge effluent to Miami-Dade County for treatment; and

**WHEREAS**, during periods of inclement weather, some of these stations pump stormwater in addition to sanitary sewer effluent due to failures within the collection system. This condition results in increased sewer treatment costs charged by Miami-Dade County, extended run times at individual pump stations, higher operational expenses, and premature system wear and failures; and

**WHEREAS**, the installation of a Force Main Metering System would allow for greater utility to better determine and plan for repairs of failed collection systems; and

**WHEREAS,** the City Manager is seeking City Commission approval to issue a Request For Proposals (RFP) for a Force Main Metering System to accurately measure flows, identify system deficiencies, and reduce unnecessary treatment and operational costs. The City Commission desires to accept the recommendation of the City Manager as in the best interest of the City.

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

**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 Resolution.

**SECTION 2. AUTHORIZATION FOR RFP**

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to issue a Request For Proposals (RFP), for a Force Main Metering System to accurately measure flows, identify system deficiencies, and reduce unnecessary treatment and operational costs.

**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 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 _____

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# City of Opa-locka
# Agenda Cover Memo

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Public Works Director** | Airia Austin | | | **Public Works Director Signature:** | Signed by: | | |
| **City Manager:** | Sha'mecca Lawson | | | **CM Signature:** | Sha'mecca Lawson F4489A0D7D63447... | | |
| **Commission Meeting Date:** | 01.14.2026 | | **Item Type:** *(Enter X in box)* | **Resolution** | **Ordinance** | | **Other** |
| | | | | X | | | |
| **Fiscal Impact:** *(Enter X in box)* **N/A** | **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)* **NA** | | **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:** | | **Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)* | | |
| | X | | **Enhance Organizational** ■<br>**Bus. & Economic Dev** ☐<br>**Public Safety** ☐<br>**Quality of Education** ☐<br>**Qual. Of Life & City Image** ☐<br>**Communication** ☐ | | | | |
| **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 ISSUE AN REQUEST FOR PROPOSAL FOR THE FORCE MAIN METERING SYSTEM.**

## Staff Summary:

**History**: The City currently operates nineteen (19) pump stations that discharge effluent to Miami-Dade County for treatment. During periods of inclement weather, some of these stations pump stormwater in addition to sanitary sewer effluent due to failures within the collection system. This condition results in increased sewer treatment costs charged by Miami-Dade County, extended run times at individual pump stations, higher operational expenses, and premature system wear and failures. The installation of a Force Main Metering System would allow the utility to better determine and plan for repairs of failed collection systems.

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Staff believes it is in the City's best interest to issue a Request for Proposals (RFP) for a Force Main Metering System to accurately measure flows, identify system deficiencies, and reduce unnecessary treatment and operational costs.

**Financial Impact**: There is no financial impact associated with the issuance of an RFP since no financial liability is created in receiving and evaluating proposals.

## Proposed Action:

Staff recommends the City Commission authorize the issuance for a Request For Proposals (RFP) for proposals to provide a Force Main Metering System.

## Attachment:

Agenda Cover
Force Main Metering System RFP

# CITY OF OPA-LOCKA

# RFP: 25-TBA

# Request for Proposals (RFP)

# Force Main Flow Metering Network Installation, Integration & Maintenance

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**ADVERTISEMENT**

**RFP 25-TBA**

The City of Opa-locka, Florida, invites qualified and experienced contractors to submit sealed proposals for the complete deployment of a force main flow metering network across its wastewater collection system.

**Proposals may be submitted via one of two methods:**

1. Electronic Submission via DemandStar: Proposals may be submitted through www.demandstar.com (e-bid) by 2:00 p.m. ET on the designated due date. The City strongly prefers and encourages electronic submissions.

2. Submission via Postal Mail: Sealed proposals may be submitted via mail to the address below by 2:00 p.m. ET on the due date. Any Request for Proposals. (RFP) package that arrives after the specified closing time will be returned unopened.

**Instructions for Postal Mail Submission:**

Please submit one (1) original proposal, six (6) copies, and one copy of the proposal package on a USB flash drive in PDF format. All materials should be enclosed in sealed envelopes or packages. The envelopes or packages must be addressed to the City Clerk's Office, City of Opa-locka, Florida, and marked as follows: RFP 25-TBA Force Main Flow Metering Network Installation, Integration & Maintenance.

**Mailing Address:**

City of Opa-locka
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com. The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City reserves the right to award the contract to that Proposer(s) whose proposal best complies with the **RFP NO: 25-TBA** requirements.

A **Site Visit Walkthrough** is scheduled for **TBA**.

Joanna Flores
City Clerk

## PART I
## PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka is seeking proposals from experienced and qualified firms or individuals for professional Force Main Flow Metering Network Installation, Integration & Maintenance.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail; however, it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all the proposals by 2:00 pm (ET) on TBA. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: RFP NO. 25-TBA– **Force Main Flow Metering Network Installation, Integration & Maintenance.** This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 30 days. Once opened, proposals become a record of the City and will not be returned to the Proposer.

The City cautions Proposers to ensure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611, Option 1, before the proposal closing time. Any proposal received after the established deadline will not be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an original and six (6) copies (a total of 7) plus one copy on USB Flash Drive in PDF format of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail, or any other mode of delivery.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Request for Proposals. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk and or the Procurement Officer will receive written requests for clarification concerning the meaning or interpretations of the RFP. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee other than the City's Purchasing Officer is authorized to interpret any portion of this RFP or give information as to the requirements of the

RFP in addition to what is contained in the written RFP document.

1-6. Addenda: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The City may post addenda on the City's website up to five (5) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Officer through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed and evaluated by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties. The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFP and Proposer proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. All legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.

1-9. Selection Process: The proposals will be evaluated and assigned points. The Proposer with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in response to the RFP and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager's Office for all news releases or other publicity pertaining to this RFP or the service, study, or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage. In the event the Proposer is a governmental entity or self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

**Insurance Requirements**
The selected proposer must maintain comprehensive insurance coverage throughout the term of the agreement, including but not limited to:

- **Commercial General Liability Insurance**:
  Minimum coverage of **$1,000,000 per occurrence** and **$2,000,000 aggregate** for bodily injury, personal injury, and property damage. The City must be named as an **Additional Insured**.

- **Workers' Compensation Insurance**:
  Coverage compliant with state law for all employees of the proposer.
  Employers' Liability coverage of at least **$500,000 per incident**.

- **Automobile Liability Insurance (if applicable)**:
  Minimum coverage of **$1,000,000 per occurrence** for any vehicles used in the operation of the facility.

- **Umbrella/Excess Liability Coverage**:
  Minimum of **$2,000,000** in additional coverage beyond general liability limits.

- **Professional Liability Insurance (if applicable)**:
  If the proposer provides specialized professional services, such as consulting or educational programming, they must carry **$1,000,000 in professional liability insurance**.

- **Indemnification Clause**:
  The proposer agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents from any claims, liabilities, damages, or expenses arising from the proposer's operations or negligence.

All insurance policies must be provided by insurers licensed to operate in the state and must remain in force for the duration of the agreement. Proof of insurance coverage must be submitted to the City before contract execution and must be updated annually.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified to operate in the State of Florida at the time of RFP submittal. The proposal of any Proposer which does not meet these criteria shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of people and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently $35,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka, Miami-Dade County or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals for work, goods, or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to Proposers with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a Proposer that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the Request for Proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days after the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be initiated by the delivery to the contractor at least five (5) working days before the effective date of the Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment to the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

1-20. Cone of Silence: This solicitation is subject to a Cone of Silence pursuant to Section 2-320.2 of the City of Opa-locka's Code of Ordinances. A cone of silence shall be applicable to all City staff, the Mayor and City Commission and its staff, the City Attorney and his/ her staff, the City Clerk and his/ her staff regarding any communication relating to requests for proposal (RFP), requests for qualification (RFP), invitations to bid (ITB), request for letters of interest (RFLI), or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements.

**CALENDAR EVENTS**

| EVENT | DATE/LOCATION |
|---|---|
| Release Date | TBA |
| Pre-Bid (walkthrough) | TBA |
| Written Questions Due | TBA @ 5:00pm Email questions to jbergel@opalockafl.gov<br>With Subject line "RFP No: Bid Questions" |
| Response to Questions | TBA @ 5:00pm (ET) |
| Due Date/Bid Opening | TBA @ 2:00 pm (ET) |
| Evaluation Committee Meeting | TBA |
| Award Recommendation | TBA |
| Commission Approval | TBA |
| Post Award | TBA |

PART II

NATURE OF SERVICES REQUIRED

## 2-1 PURPOSE FOR SERVICES

The City of Opa-locka, Florida, invites qualified and experienced contractors to submit sealed proposals for the complete deployment of a force main flow metering network across its wastewater collection system. The project entails the supply, installation, calibration, integration, and maintenance of 15 to 25 flow meters on existing force mains ranging in diameter from 6" to 16". The system must be fully integrated with the City's SCADA platform and provide real-time monitoring capabilities for operational optimization, maintenance planning, and regulatory compliance. This RFP outlines the required scope of services, technical specifications, contractor qualifications, submission requirements, and evaluation criteria to ensure successful implementation.

**Definitions & Abbreviations**

- SCADA – Supervisory Control and Data Acquisition
- NEMA – National Electrical Manufacturers Association
- IP Rating – Ingress Protection Rating
- FDEP – Florida Department of Environmental Protection
- PSI – Pounds per Square Inch
- GPS – Global Positioning System
- OEM – Original Equipment Manufacturer

## 2.2 SCOPE OF SERVICES & REQUIREMENTS

**General Requirements**
The purpose of this specification is to define the furnishing, installation, operation, and maintenance of force main flow meters in the City of Opa-locka's wastewater system. These meters will provide continuous, accurate, and real-time flow monitoring in force mains with diameters up to 16 inches. The selected meters must be capable of:

- Measuring flow under pressurized conditions in closed pipelines.
- Operating in varied wastewater conditions, including raw sewage with solids.
- Transmitting data wirelessly to a secure web-based platform or SCADA system.
- Requiring minimal maintenance and calibration.
- Meeting American Water Works Association (AWWA) and Florida Department of Environmental Protection (FDEP) standards.

**Approved Flow Meter Technologies**

Based on technical evaluation, the following metering technologies are approved for installation:

1. Primary Technology: Magnetic Flow Meters (Mag Meters)
   a. Best for permanent, high-accuracy flow measurement.
   b. Requires an external power supply.
   c. Suitable for pipes 6” to 16” in diameter.
   d. Must have flanged or hot-tap installation options.

2. Alternative Option: Doppler Ultrasonic Flow Meters
   a. Suitable for pipes ≤12 inches or locations with difficult access.
   b. Clamp-on design available for non-intrusive installation.
   c. Battery-powered options available for remote areas.

Only meters from recognized manufacturers with proven reliability in wastewater force mains will be considered.

**Performance Requirements**
Flow Measurement Accuracy
- Magnetic Flow Meters: ±0.5% accuracy or better.
- Ultrasonic Doppler Meters: ±2-5% accuracy.
- Flow range: 0.1 ft/s to 20 ft/s.
- Must accommodate variable wastewater conditions, including solids, grease, and entrained air.

**Pressure Rating**
- Minimum 150 PSI working pressure.
- Must withstand pump cycling and transient pressure surges.

**Pipe Diameter Compatibility**
- Compatible with force mains ranging from 6 inches to 16 inches.
- Manufacturer must provide certification of performance across these pipe sizes.

**Data Logging & Transmission**

- Meters must log flow rate, velocity, and totalized flow.
- Data transmission at 5-minute intervals, uploaded at least once daily.
- Capable of integration with SCADA, cellular (4G/LTE), or satellite-based telemetry.
- Secure, password-protected online portal for real-time monitoring.

**Power Supply Options**

- Primary power source: 110V AC or 24V DC.
- Alternative (if no power available): Battery-operated ultrasonic meters.
- Backup power system (e.g., solar with battery storage) required for off-grid locations.

**Installation Requirements**

Meter Placement & Straight Pipe Requirements

- Flow meters shall be installed in occurrence with manufacturer specifications.
- Ultrasonic meters must be installed according to the manufacturer's guidelines to ensure correct alignment.
- Hot-tap installation must be used when cutting the force main is not feasible.
- Meter provider will be responsible for installation, repair, calibration and replacement of meters.

**Site Preparation**

- Contractor must verify pipe material, location, and diameter before installation.
- Any required bypass systems must be included in the installation plan.
- Contractor must provide all necessary confined space entry equipment and traffic control.

**Sensor & Meter Protection**

- All sensors must be sealed and corrosion-resistant (NEMA 6P or IP68-rated enclosures).
- Meters must be protected against vibration, shock, and environmental conditions.

**Maintenance & Calibration Requirements**

Routine Maintenance

- All meters must be serviced at least quarterly.
- Battery-powered meters must have battery life monitoring, ensuring replacement before battery falls below 10%.
- Flow meters must undergo preventative maintenance per manufacturer recommendations.

**Calibration**

- Meters must be factory-calibrated before installation.
- Calibration checks must be conducted annually using an independent validation method.
- Contractor must provide a detailed calibration procedure and test certificates.

**Warranty & Service Requirements**

- Minimum 5-year warranty on manufacturing defects.
- Service contract options must be included for extended maintenance support.
- Manufacturer must provide 24/7 technical support for troubleshooting issues.

**Data Management & Integration**

Online Monitoring Portal

- Must include a secure web-based dashboard accessible via desktop & mobile.

- Data must be stored in a cloud-based or SCADA-compatible format.
- Portal must provide:
  - Real-time flow visualization (graphs, tables, alerts).
  - Historical data retrieval (minimum 3-year storage).
  - Downloadable reports in CSV/Excel formats.

**Alarm & Alert System**
- High and low-flow alarms must be configurable.
- Alerts must be sent via SMS, email, or SCADA.
- System must notify city personnel of meter malfunctions, communication failures, or abnormal flow conditions.

**Project Implementation Plan**
Installation Timeline:

| Phase | Milestone | Expected Completion |
|---|---|---|
| Phase 1 | Site selection & design review | June 2026 |
| Phase 2 | Meter procurement & logistics | July 2026 |
| Phase 3 | Installation & testing | August 2026 - October 2026 |
| Phase 4 | Full operational launch | November 2026 |

**Contractor Responsibilities**
- Provide installation schedule and implementation details.
- Coordinate with Public Works & Sewer Division for work approvals.
- Train city personnel on meter usage and data interpretation.
- Deliver a final project report with installation records, test results, and recommendations.

**Innovation Incentives**
The City encourages bidders to propose value-added innovations such as:
- AI-driven predictive maintenance dashboards
- Smart meter data integration with GIS
- Advanced analytics platforms for I&I

**Contractor Training Commitment**
The selected contractor shall provide comprehensive training including:
- Hands-on operation of each flow meter type
- SCADA dashboard walkthrough and data interpretation
- Preventive maintenance routines
- Troubleshooting and support documentation

Training must include manuals, quick-start guides, and digital resources.

**Data Ownership & Cybersecurity**
- All flow data is the property of the City of Opa-locka.
- Data transmission must use encryption protocols (TLS 1.2 or higher).
- Cloud storage must adhere to SOC 2, ISO 27001, or equivalent security frameworks.
- A disaster recovery and backup strategy must be provided.

**Warranty Service Level Agreement (SLA)**

- Minimum 5-year manufacturer's warranty on all meters
- Contractor must:
  - Respond to issues within 48 hours
  - Resolve or replace faulty units within 10 business days
  - Maintain stock of critical spare parts
  - Provide technical support for integration and field maintenance

**Force Majeure & Liquidated Damages**

- Force Majeure: Events beyond contractor control (acts of God, strikes, war, etc.) will not be grounds for penalty if promptly communicated within 5 days of occurrence.
- Liquidated Damages: $500/day penalty for delays beyond contract deadlines unless formally extended by the City.

**Risk Mitigation Requirements**

Bidders must include a risk mitigation strategy that addresses:

- Utility conflict identification and resolution
- Protection of public infrastructure and roadways
- Emergency plans for sewage bypass and service restoration
- Contingency procedures for SCADA/telemetry data disruptions
- Inclement weather and natural disaster planning

## 2.3 TERMS OF CONTRACT

The City retains the right to accept, reject, or negotiate any or all proposals. All responses will become public records. The award is subject to approval by the City Commission.

The agreement shall commence upon the City's final execution. The initial term will be three (3) years, with a two (2) year renewal option based on performance.

## 2.4 PERFORMANCE BONDS

**Performance Bond:**

The successful bidder shall provide the City with a Performance Bond equating to 100% of the Contract Price, serving as security for the diligent execution of the contract. This bond must be issued by a surety company that is authorized to conduct business in the State of Florida and is deemed acceptable by the City. The Performance Bond shall remain valid throughout the contract duration and until the project receives final acceptance from the City.

**Bond Requirements:**

- Bonds must be executed using forms that the City approves.
- The surety must be licensed and in good standing under Florida law and should have an A.M. Best rating of A- or higher.
- If the required bonds are not provided within the specified timeframe following the Notice of Award, it may result in the termination of the contract and the forfeiture of the bid security.

PART III
PROPOSAL REQUIREMENTS

## 3-1 RULES FOR PROPOSALS

The purpose of this response is to showcase the qualifications, competence, and capacity of the firm seeking to provide the services outlined in this RFP. Therefore, the qualifications will be prioritized over the presentation style. The technical response should demonstrate the qualifications of the individual or firm and the staff assigned to this project. Please include as much information as possible regarding qualifications and experience.

**MINIMUM REQUIREMENTS**

Interested proposers must submit a detailed proposal including:

- Florida Certified Underground Utility and Excavation Contractor License
- Minimum of 5 years of experience installing flow meters in pressurized wastewater systems
- OSHA 30 and confined space certifications
- Demonstrated experience in SCADA integration and telemetry
- Warranty service capability and post-installation technical support
- Minimum of 3 municipal references for similar projects

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposal for firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents
Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to no more than two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done

3.2.3.3 Give the names of the people authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature from a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of people to be contacted for information or services if different from name of the person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated

3.2.4.7 Give the location of the office from which the work is to be done and the number of

professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 5 – Experience and Qualifications

3.2.5.1 Specify the number of years the Proposer has been in business.

3.2.5.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

3.2.6 Tab 8 – References (Client Reference Form)

Please provide detailed information regarding at least three organizations, preferably government entities, that have utilized the services described in this Request for Proposals (RFP) within the past five years. For each organization, please include the following information: the name of the organization, a description of the services rendered, the duration of the engagement, and the name of a contact person, along with their telephone number and email address.

3.2.7 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all the following forms and/or documents:

- Proposer Qualifications
- Certification Regarding Debarment and Suspension
- Drug Free Workplace Certification
- Non-Collusion Affidavit
- Non-Discrimination Affidavit
- E-Verify Form
- Anti-Kickback Affidavit
- Client Reference Form

**FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY THE PROPOSER.**

## PART IV
## EVALUATION OF PROPOSALS

### 4-1 SELECTION COMMITTEE

A Selection Committee will convene, review, and ultimately rank all proposals submitted. The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

### 4-2 EVALUATION CRITERIA

Proposals will be evaluated based on the established criteria and their alignment with the City's requirements, as determined exclusively by the City.

| Evaluation Criteria | Weight (%) | Description |
|---|---|---|
| **Technical Compliance with Specifications** | 25% | The degree to which the proposal meets or exceeds the required technical specifications, functionality, and performance standards. |
| **Experience & References** | 15% | Demonstrated experience with similar projects and positive performance history as evidenced by references from comparable clients. |
| **SCADA Integration & Data Management** | 15% | Capability to integrate with existing SCADA systems, including data management, interoperability, and cybersecurity compliance. |
| **Warranty & Support Services** | 15% | Key strengths include warranty coverage, responsiveness, and the availability of ongoing technical support, maintenance, and training. |
| **Cost & Overall Value** | 30% | Competitiveness of pricing in relation to scope, lifecycle costs, and the overall value provided to the City. |
| **TOTAL** | **100%** | |

## 4-3 ORAL PRESENTATIONS

Proposers are required to make individual presentations to the City Selection Committee to clarify their proposals. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Relationship Manager must be in attendance.

References and site visits (if needed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

## 4-4 FINAL SELECTION

The City of Opa-locka will select a firm or multiple firms that meet the City's best interests. The City shall solely judge its best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, an agreement is expected to be reached between both parties. The City staff will recommend the proposer with the most responsive and responsible bid, whose proposal is deemed to offer the best overall value for the City, based on the evaluation factors in this RFP.

## 4-5 AWARD AND CONTRACT EXECUTION

After the selection committee reviews the proposals and oral presentations, the City Manager will receive a recommendation for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

## PROPOSER QUALIFICATIONS

The Proposer, in conjunction with this proposal, must hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information must be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: _____

   Address: _____

   City, State, Zip:_____Phone/Fax: _____

2. Check One: Corporation ( ) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization:_____

5. Name and Title of Principal Officers Date Elected:

   _____ _____

   _____ _____

   _____ _____

   _____ _____

6. The length of time in business:_____years

7. The length of time (continuous) in business as a service organization in Florida:
   _____years

8. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the Proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

## COST PROPOSAL FORM

Bidders must provide detailed pricing structure. All costs should be inclusive of labor, materials, equipment, supplies, insurance, and applicable overhead.

| Line Item / Description | Quantity / Unit | Unit Price ($) | Extended Price ($) | Notes / Assumptions |
|---|---|---|---|---|
| | | | | |
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Total Proposed Cost: _____

By signing below, the undersigned certifies that the pricing provided herein is accurate and that all services will be performed in compliance with the RFP requirements.

Authorized Signature: _____
Name & Title: _____
Date: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF
RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, 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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____

# DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by_____the
(Name)
_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Date Signature

RFP 25-TBA
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

(1) He/She/They is/are the _____ (Owner, Partner, Officer, Representative or Agent) of _____ the PROPOSER that has submitted the attached Proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

| | |
|---|---|
| _____ | By: _____ |
| Witness | Signature |
| _____ | _____ |
| Witness | Print Name and Title |

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_____

Title:_____

State of Florida County of _____
The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarizations this_____day of_____, 2025.

By _____
Personally known_____OR produced identification _____

_____
Notary Public
My Commission Expires _____

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

*By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.* The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed, or compensation that may be received as a result of this Proposal, will be paid to any employee of the City of Opa-Locka or its elected officials, as a commission, kickback, reward, or gift, whether directly or indirectly, by me or any member of my firm, or by any officer of the corporation.

By: _____

Title: _____

Sworn to and subscribed before me this

____ day of _____**, 2025**

_____
Notary Public,
State of Florida at Large
My Commission Expires: _____

## CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

**1)** Name of Client Entity:_____

Address: _____

City/State/Zip:_____

Contact:_____

Title:_____

Email Address:_____

Telephone:_____

Scope of Work: _____

Description of Services Provided:_____

_____

**2)** Name of Client Entity:_____

Address: _____

City/State/Zip:_____

Contact:_____

Title:_____

Email Address:_____

Telephone:_____

Scope of Work: _____

Description of Services Provided:_____

_____

**3)** Name of Client Entity:_____

Address: _____

City/State/Zip:_____

Contact:_____

Title:_____

Email Address:_____

Telephone:_____

Scope of Work: _____

Description of Services Provided:_____

_____

Sponsored by: City Manager

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE INTERLOCAL PURCHASING SYSTEM PROGRAM (TIPS) MEMBERSHIP AGREEMENT, CONTRACT#240501 WITH HYDROMAX USA LLC FOR THE FLOW TESTING OF FIRE HYDRANT IN AN AMOUNT NOT TO EXCEED FIFTY-TWO THOUSAND EIGHT HUNDRED FORTY FIVE DOLLARS AND TWENTY FIVE CENTS ($52,845.25); APPROVING EXECUTION OF THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Opa-Locka ("City Commission") desires to piggyback the Interlocal Purchasing System ("TIPS") Membership Agreement Contract #240501 with Hydromax USA LLC for the Flow Testing of Fire Hydrants; and

**WHEREAS**, the City maintains more than 600 fire hydrants within its water service area; however, there is currently no fully functioning program to conduct systematic multi-hydrant flow testing across the system. This project will establish a comprehensive hydrant testing and evaluation program, including multi-hydrant flow testing and color-coding based on measured flow and residual pressure; and

**WHEREAS**, each hydrant will be tagged in the field and accurately referenced within the City's GIS database. Piggybacking the necessary contract will improve system awareness, support fire protection planning, and enhance long-term water system management; and

**WHEREAS,** the City has requested and the Contractor has agreed to perform the Flow Testing of Fire Hydrant, based on the pricing and terms and conditions of the Contract; and

**WHEREAS**, the City desires to accept the Contractors pricing by piggy-backing the Contract, including all terms, conditions and pricing therein; and

**WHEREAS,** the term of this agreement shall begin on the date that it is fully executed and shall end five (5) years following the date of agreement execution with a one-year, consecutive option of renewal; and

**WHEREAS**, the City Commission of the City of Opa-locka deems the Flow Testing of Fire Hydrant is vitally important to the residents of the City and desires to

secure said services consistent with the Contract attached hereto as Exhibit "A" and authorizes the City Manager to execute the Agreement attached hereto as Exhibit "B"., in an amount not to exceed Fifty-Two Thousand Eight Hundred Forty Five Dollars and 25/110 ($52,845.25); and

**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 Interlocal Purchasing System Program (TIPS) Membership Agreement, Contract #240501 with Hydromax USA LLC for the Flow Testing of Fire Hydrant, in an amount not to exceed Ninety-Two Thousand Dollars ($92,000.00).

**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, or the City Manager's designee, 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 _____, 2026.

_____
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 _____

Docusign Envelope ID: 947B8DF0-6EF0-4BD1-8887-668AC6756D06

# City of Opa-locka
# Agenda Cover Memo

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Department Director:** | Airia Austin | | | **Department Director Signature:** | Signed by: | | |
| **City Manager:** | Sha'mecca Lawson | | | **CM Signature:** | Sha'mecca Lawson F4489A0D7D63447... | | |
| **Commission Meeting Date:** | 01.14.2026 | | **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 | | **Public Hearing:** *(Enter X in box)* | | **Yes** | **No** | **Yes** / **No** |
| | | | | | | X | X |
| **Funding Source:** *Account#* **:** | *(Enter Fund & Dept.)* Ex: See Financial Impact Section | | **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:** | | **Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)* | | |
| | X | | **Enhance Organizational** ☐<br>**Bus. & Economic Dev** ☐<br>**Public Safety** ■<br>**Quality of Education** ☐<br>**Qual. of Life & City Image** ☐<br>**Communication** ☐ | | | | |
| **Sponsor Name** | City Manager | | **Department:** | | Public Works | | |

## Short Title:

**A RESOLUTION OF THE CITY COMMISSION OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE INTERLOCAL PURCHASING SYSTEM PROGRAM (TIPS)MEMBERSHIP AGREEMENT CONTRACT# 240501 WITH HYDROMAX USA FOR THE FLOW TESTING OF FIRE HYDRANT.**

## Staff Summary:

The City maintains more than 600 fire hydrants within its water service area; however, there is currently no fully functioning program to conduct systematic multi-hydrant flow testing across the system. This project will establish a comprehensive hydrant testing and evaluation program, including multi-hydrant flow testing and color-coding based on measured flow and residual pressure. Each hydrant will be tagged in the field and

Docusign Envelope ID: 947B8DF0-6EF0-4BD1-8887-668AC6756D06

accurately referenced within the City's GIS database. The program will improve system awareness, support fire protection planning, and enhance long-term water system management.

**Financial Impact :** There is sufficient funding in the account to cover the cost of this proposed expense.

| Account | Title | Budget | Encumbrances/Expenses | Requested Expenditure | Remaining Balance |
|---|---|---|---|---|---|
| 64-5336309 | Fire Hydrant & Valve Imp | $92,000 | $38,638.43 | $52,845.25 | $516.32 |

## Proposed Action:

Staff recommends the City Manager be authorized to piggyback, TIPS Membership Agreement to move forward with the locating and exercising program.

## Attachment:

TIPS Membership Agreement.
Piggyback Contract/proposal.

# CITY OF OPA-LOCKA AGREEMENT FOR FLOW TESTING OF FIRE HYDRANT

**Piggyback The Interlocal Purchasing System (TIPS) Request for Proposal**
**(RFP) #240501**
**MRO (Maintenance, Repair, and Operations of Facilities and Grounds) Supplies, Equipment, Tool Rental, Sales and Services**

This Agreement is made this _____day of January 2026, between the City of Opa-locka, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 780 Fisherman Street, Opa-locka, Florida 33054 (the **"City"),** and Hydromax USA LLC whose address is 3700 River Walk Drive, Suite 145, Flower Mound, Texas 75028 (the **"Contractor").**

## WITNESSETH

**WHEREAS,** the City is in need of a contractor to perform Flow Testing of Fire Hydrant for the City; and

**WHEREAS,** The Interlocal Purchasing System Program ("TIPS"), through its competitive selection process, awarded a Contract for MRO (Maintenance, Repair, and Operations of Facilities and Grounds) Supplies, Equipment, Tool Rental, Sales and Services ("Contract" hereafter) to the Contractor for substantially the same services sought by the City; and

**WHEREAS,** the City requested and the Contractor has agreed to honor the terms and pricing of the Contract which shall not exceed Fifty-Two Thousand Eight Hundred Forty Five Dollars and 25/110 ($52,845.25); and

**WHEREAS,** the City desires to accept Contractor's pricing by piggy-backing the Contract including all terms, conditions and pricing therein; and

**WHEREAS,** the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

**NOW THEREFORE,** in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as

follows:

**Section 1. Term.** The term of this Agreement commences upon full execution and ends approximately five (5) years following execution with a one-year, consecutive option of renewal, as set forth in the Contract.

**Section 2. Contract Terms.** The Contractor agrees to provide the City with The Flow Testing of Fire Hydrant in accordance with the City's requirements as set forth herein and the Standard Contract between TIPS and the Contractor dated on or about June 20, 2024 (the "Contract"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes and are collectively referred to as the "Contract Documents" and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be this: Agreement, the TIPS Contract and the Contractor's accepted proposal.

**Section 3. Scope of Work**

The following provisions are included:

A. City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices that have already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Shamecca Lawson, (City Manager). The City Manager shall be the City Representative and may be reached at (305) 953-2868 Ext. 1206.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten workdays of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Opa-locka shall be substituted for TIPS with regard to any and all provisions of the TIPS Contract, the RFP, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the Project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

**Section 4. Assignment.** Neither party may assign its rights or obligations under this Agreement without the consent of the other.

**Section 5. Notice .** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Shamecca Lawson, City Manager
City of Opa-locka
780 Fisherman Street
Opa-locka, Florida 33054

Copy To: Burnadette Norris-Weeks, P.A.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Contractor: Chris Jenson

Hydromax USA LLC
3700 River Walk Drive, Suite 145
Flower Mound, TX 75028

**Section 6. Severability.** This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

**Section 7. E-Verify**. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2868, email: jflores@opalockafl.gov OR BY MAIL: City of – City Clerk's Office, 780 Fisherman Street, Opa-locka, FL, 33054.**

**IN WITNESS WHEREOF,** the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**CITY: City of Opa-locka**

By:_____

Shamecca Lawson, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCYFOR THE USE OF AND RELIANCE BY THE CITY OF OPA-LOCKA ONLY:

By:_____

City Attorney

Burnadette Norris-Weeks, P.A.

By:_____

Joanna Flores, City Clerk

**CONTRACTOR:**
**Hydromax USA LLC**

By: _____ Witness: _____

_____ _____
PRINT NAME

Date:_____

_____
TITLE

Date:_____

**EXHIBIT “A”**

# TIPS Membership Agreement

For use when an Interlocal governmental agreement is not required by statute to be approved by the governing bodies of the entities. (NOT VALID IN TEXAS FOR GOVERNMENTAL ENTITIES)

**Purpose**:

This agreement, when executed by the parties, permits the member entity, when permitted under applicable purchasing cooperative statutes of the home jurisdiction of the member entity, to make lawful purchases though TIPS contracts under the same terms and conditions and proposed pricing as lawfully awarded by TIPS for the purposes of TIPS or its members. The purpose of the TIPS Program shall be to increase efficiency, effectiveness and to obtain substantial savings for participating school entities or public entities through cooperative purchasing.

**Disclaimer**:

Each Member entity is responsible for following their applicable state or federal procurement statutes when utilizing cooperative purchasing agreements, or joint power agreements with another state's public entities. In addition, the Member is responsible for ensuring the vendor complies with the terms and conditions of the contract and Members are solely responsible for dispute resolution with a non- performing vendor. TIPS will endeavor to provide assistance with vendor relations and compliance to the extent it is feasible.

**Term**:

This Agreement (hereinafter the "Agreement") shall be effectively immediately and shall remain effective unless either party terminates this Agreement by providing thirty (30) days written notice of the termination to the other party.

**The Interlocal Purchasing System Program (TIPS) agrees to**:

1) Provide for the organizational and administrative structure of the program.

2) Provide staff necessary for efficient operation of the program.

3) Provide marketing of the program to expand membership, number of vendor awarded contracts and commodity categories.

4) Initiate and implement activities legally required under Texas law for competitive procurement and vendor award process including posting, advertising, collecting proposals, scoring proposals, and award of contracts.

5) Provide members with procedures for ordering, delivery and billing.

6) Maintain filing system for all bidding procedure requirements.

7) Collect fees from vendors and/or other sources to legally compensate TIPS and by association, the lead governmental entity, Region VIII Education Service Center, as required by law, for the services provided to TIPS members.

**The TIPS Member Entity agrees to**:

1) Commitment to participate in the program by an authorized signature on membership forms.

2) Designation of primary contact and technology contact for entity.

3) Commitment to purchase products and services from TIPS Vendors when in the best interest of the entity.

4) Prepare purchase orders issued to TIPS Awarded Vendor and provide the relevant purchase order information to TIPS according to TIPS procedures.

5) Accept shipments of products ordered from Awarded Vendors in accordance with standard purchasing procedures.

6) Pay awarded vendors in a timely manner for all goods and services received.

7) Follow the terms can conditions of the awarded contracts.

8) Report to TIPS if awarded vendors fail to perform as contracted.

This Agreement, inclusive of its references, represents the entire, agreement between the Member and TIPS. No other agreements, verbal or otherwise, are valid unless agreed by the parties in writing or through electronic communication. Electronic communication may include registering with TIPS via the TIPS website and agreeing to terms and conditions through that registration process or updates thereto. This agreement may be modified from time to time, upon which the parties may agree to the changes in writing or by an electronic communication as described above.

**General Provisions**:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies, if any, paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

**Choice of Law and Venue**:

This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Any Proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to

convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world.

**Remedies**:

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS or the Education Service Center Region VIII to an arbitration resolution of any disagreement under any circumstances. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp, County, TX or a site agreed in writing by the parties.

Camp

**Alternative Dispute Resolution**:

Prior to filing of litigation, the parties shall select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if non-binding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp, County, TX agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.

**Authority**:

I affirm that by submitting this agreement to TIPS, that I am an authorized signatory to act for and bind the entity I am registering at this time.

| | |
|---|---|
| Member Agency: | Opa Locka (City of) FL |
| Change of Venue: | NA (Camp County , TX) |
| Authorizing Agent: | Jay Bergel<br>Jay Bergel |
| Membership Date: | 05/21/2025 |
| Lead Agency: | Region 8 Education Service Center |
| Authorized Signature: | Dr. David Fitts |
| Title: | Executive Director |

HYDROMAX USA

# City of Opa-Locka

**Budgetary Proposal for:**

**Water & Wastewater Asset Management Services**

**TIPS Cooperative Purchasing Contract #240501**
MRO (Maintenance, Repair, and Operations of Facilities and Grounds) Supplies, Equipment, Tool Rental, Sales and Services

Submitted by:
Hydromax USA
3700 River Walk Drive, Suite 145
Flower Mound, TX 75028

November 17, 2025

Mr. Airia Austin
Director of Public Works
City of Opa-locka
12950 N.W. 42nd Ave.
Opa-Locka, FL 33054

RE: TIPS Contract 240501

Dear Airia,

On behalf of Hydromax USA, I am pleased to submit this budgetary proposal for asset management services using **TIPS Contract 240501 MRO Supplies, Equipment, Tool Rental, Sales and Services**. Given the excellent qualifications of our team and personnel, extensive experience and expertise with similar maintenance services programs, and strong regional presence, Hydromax USA is uniquely qualified and well-positioned to help Opa-Locka develop and implement this program.

Established in 2003, Hydromax USA's team of world-class professionals and innovative solutions enable water and wastewater utilities to accelerate operational excellence, promote the continuity of critical infrastructure, protect the communities they serve, and invest funding where it matters most. HUSA has additional capabilities in the areas of non-intrusive/non-destructive pipeline condition assessment, leak detection, sanitary sewer evaluation surveys and multi-sensor inspections to give Opa-Locka a full and accurate picture of its buried infrastructure. Simply put, we help communities thrive!

Our crews have assessed more than 1.6 million valves, tested, and maintained over 500,000 fire hydrants, and collected 95 million data points working for water and wastewater utility clients like Austin Water, Garland, Houston, Metro Water Nashville, Plano, San Antonio Water, and Waco. Based on a robust record of performance, our clients recognize that Hydromax USA has an exceptional ability to meet their needs for advanced data collection, and they select us again and again.

As an ESRI Silver Partner, we have 70+ full-time GIS professionals in our data center that specialize in client information management, condition assessment program analytics, and customer reporting. Our proven processes and best practices in the areas of progress reporting, risk management and quality assurance help us to plan for and deliver projects on time and within budget.

Should you have any questions regarding the enclosed proposal, please do not hesitate to contact me directly at (727) 463-9191 or Shannon.gooch@hydromaxusa.com. Thank you again for your time and consideration.

Respectfully,

*Shannon Gooch*

Business Development Manager

## 1.0 ADMINISTRATION & TRAVEL

### 1.0.A Crew Travel / Mobilization

Hydromax USA will charge the Owner for crew travel and mobilization to the project site using a single line item for each crew member per 8-hour travel day.

### 1.0.B Lodging and Per Diem

For non-local projects, Hydromax USA will charge the Owner for crew lodging and per diem using a single line item for each crew member per project workday.

## 2.0 VALVE ASSESSMENT, MAINTENANCE & INFORMATION MANAGEMENT

### 2.0.A-Q Valve Operation and Evaluation (Under 4 inches to over 60 inches, including Blow-Off Valves)

Hydromax USA will perform the following services for valves of various sizes in accordance with AWWA Manual M44: Distribution Valves: Selection, Installation, Field Testing, And Maintenance.

- Locate the valve
- Identify the valve
- GPS the valve location (sub-foot)
- Clean out valve box/vault
- Visually inspect the valve to discover discrepancies that are readily visible from above ground
- Exercise the valve
- All 4” and smaller valves will be exercised manually (one person on a hand key).
- 6” to 10” valves will be exercised manually or with an electric or hydraulic valve exerciser with torque control and automated turn counter.
- Valves equal to or larger than 12” will be exercised with a hydraulic operated, microprocessor- and torque-controlled valve exerciser capable of 1,500 ft-lbs of torque.
- Data will be collected utilizing a handheld GPS device capable of providing consistent sub-foot point coordinates.
- Service provider will immediately notify Owner of any valves found closed or broken, or if any unsafe conditions are observed.
- Service provider will provide detailed, written valve exercising processes that will be used by its operating crews that will include torque limits for every valve type and size anticipated in the scope of this program.
- If the valve fails to cycle at the torque limit, the exercise process will stop immediately. Additional torque may be applied to the valve, as directed by Owner (with input from the service provider until the valve turns or the operation is suspended again at a higher torque).
- The bypass valve will be exercised first (if present). If the bypass valve does not operate, the main valve will be exercised to a ¾ shut position to insure it does not become hydraulically locked in the closed position.
- Mark the valve location with blue marking paint
- Hydromax USA’s Instant Notification System will be used to provide alerts for all inoperable or found closed valves. Hydromax USA’s system will be capable of providing simultaneous alerts for up to 10 TIPS Member points of contact.
- Data shall be delivered monthly to the TIPS Member in an ArcGIS compliant format.

### 2.0.R Valve Cannot Be Located (CNL)

If after searching for fifteen (15) minutes using Owner-provided GPS locations and/or field maps, and the valve is unable to be found, Hydromax USA will list the valve as CNL (cannot locate). Hydromax USA will provide a separate unit price for CNL valves. If the CNL valve is located, Hydromax USA will assess the valve and charge the appropriate unit rate for that item.

**2.0.S Valve Cannot Be Accessed (CNA)**
If after searching for fifteen (15) minutes using Owner-provided GPS locations and/or field maps, and the valve is located but cannot be accessed for any reason, the Hydromax USA will list the valve as CNA (cannot access). If the CNA valve can be accessed later, Hydromax USA will assess the valve and charge the appropriate unit rate for that item.

**2.0.T Valve Located and Accessed, Not Operated (CNO)**
Hydromax USA will locate, create access, obtain a GPS point, and collect information on the valve asset, however at the direction of the utility, will not operate the valve asset. Hydromax USA will identify these assets as GPS Only. Hydromax USA will provide a separate unit price for GPS Only valves.

**Minor Valve Repairs**
Under this program, the service provider will complete minor repairs as they are encountered throughout this program. Minor repairs are defined as repairs which can return a valve to full operability and do not require backhoe excavation or breaking the pressure barrier of the water system. While many different repairs may be necessary to restore valves to full operability, the minor repairs noted in the pricing table will typically be completed by the service provider in a full valve assessment program.

- **2.0.U Raise valve box to grade up to 18 inches in grass, dirt, and gravel.** Hydromax USA shall provide labor to raise a valve box up to 18 inches to the finished grade in non-asphalt areas using drop-in risers. Materials will be provided by Owner.

- **2.0.V Raise valve box to grade up to 18 inches in asphalt with cold patch.** Hydromax USA shall provide labor to raise a valve box up to 18 inches to the finished grade in asphalt areas using drop-in risers. Cold patch will be used to repair asphalt as needed. Materials will be provided by Owner.

- **2.0.W Realign valve box in grass, dirt, and gravel.** Hydromax USA shall provide labor to realign valve box vertically from a maximum depth of up to 18 inches in non-asphalt areas. Materials will be provided by Owner.

- **2.0.X Realign valve box in asphalt with cold patch.** Hydromax USA shall provide labor to realign valve box vertically from a maximum depth of up to 18 inches in asphalt. Cold patch will be used to repair asphalt as needed. Materials will be provided by Owner.

- **2.0.Y Operating nut replacement without excavation.** Hydromax USA shall replace valve operating nut without. Hydromax USA shall remove any existing operation nut pieces from the valve stem and lower section of the roadway box, removing existing operating nut screws, re-tap the stem (if necessary) and securely install an operating nut. Materials will be provided by Hydromax USA.

**2.0.Z Air Release Valve (ARV) Assessment**
The purpose of this maintenance is to ensure proper valve operation, prevent system air blockages, and extend equipment life:
- Visually inspect each ARV for structural integrity, leaks, and signs of corrosion or damage.
- Confirm valve accessibility and verify correct installation orientation.
- Cycle valves (where applicable) to verify proper air release and vacuum break functionality.
- Remove debris, sediment, and blockages from valve internals and surrounding appurtenances.
- Flush the valve as needed to ensure clear air passage.
- Inspect, lubricate moving parts, and replace worn components during initial assessment such as seals, floats, or gaskets, if applicable. (materials provided in advance by utility)
- Record valve condition, operational status, GPS location, and any maintenance performed.
- Provide report with recommendations for repair or replacement, if needed.
- All work will be conducted in accordance with OEM specifications, industry standards, and safety protocols.

## 3.0 FIRE HYDRANT ASSESSMENT, MAINTENANCE & INFORMATION MANAGEMENT

### 3.0.A Single Hydrant Testing and Maintenance

Hydromax USA will perform the following services in accordance with AWWA M-17 Manual for Fire Hydrants: Installation, Field Testing, And Maintenance:

- Locate and access each fire hydrant
- Locate access and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with noncorrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate, record working pressure and calculate flow rate and gallons flushed.
- The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the operating nut enough to take the pressure off the packing.
- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- Hydromax USA's Instant Notification System will be used to provide alerts for all inoperable or low flow hydrants. Hydromax USA's system will be capable of providing simultaneous alerts for up to 10 TIPS Member points of contact.
- Data shall be delivered monthly to the TIPS Member in an ArcGIS compliant format.

**3.0.B.** One-color Paint: Scrape, wire brush, and paint hydrant single color. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

**3.0.C**. Two-color NFPA Paint: Scrape, wire brush, paint hydrant two colors per NFPA flow testing color chart. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

### 3.0.D Two-Hydrant Fire Flow Testing and Maintenance

Hydromax USA will perform maintenance procedures in accordance with AWWA M-17 Manual for Fire Hydrants: Installation, Field Testing, And Maintenance. Testing under this section will include obtaining the residual pressure from only one "flow hydrant" or port and will not guarantee achievement of a 10 psi drop as denoted in AWWA M17 or 25% psi drop as denoted in NFPA 291.

Prior to the execution of any Two Hydrant fire flow testing Hydromax USA will develop a digital pairing of hydrants represented in a standalone GIS layer for submittal and review to the Owner. Digital pairing layer will be visible to field crews during the execution of the hydrant flow test.

- Locate and access each fire hydrant
- Locate access and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture

- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with noncorrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate up to 15 minutes or until clear, whichever is less, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15-minute flush, contact the TIPS Member.
- Close hydrant completely. Back off the operating nut enough to take the pressure off the packing.
- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Inspections will be conducted on adjacent hydrant pairs to facilitate the 2-hydrant fire flow test procedure.
- When the first hydrant is flowed, the second hydrant becomes the M-17 “test hydrant” for measurement of residual pressure drawdown in the system.
- Hydrant inspection pairs will always be chosen to maintain the test hydrant on the upstream side of the system water feed such as on single feed mains.
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- Hydromax USA’s Instant Notification System will be used to provide alerts for all inoperable or low flow hydrants. Hydromax USA’s system will be capable of providing simultaneous alerts for up to 10 TIPS Member points of contact.
- Document all pertinent data into an electronic spreadsheet or database including the following:
  - Hydrant ID tag number
  - Hydrant address location
  - Hydrant GPS site coordinates
  - Date of flush or service
  - Hydrant brand
  - Hydrant model number
  - Hydrant year
  - Hydrant size
  - Hydrant flow rate obtained
  - Hydrant static and residual pressures
  - Flow at 20 PSI calculation
  - Hydrant pressure after 2 minutes of flushing
  - Total gallons flushed during service
  - Degree of operating difficulty
  - Deficiencies and/or repairs required to be immediately reported to the Utility.
- Data shall be delivered to the TIPS Member in an electronic format compatible with ArcGIS/ArcMap system or SQL database.

**3.0.E**. One-color Paint: Scrape, wire brush, and paint hydrant single color. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

**3.0.F**. Two-color NFPA Paint: Scrape, wire brush, paint hydrant two colors per NFPA flow testing color chart. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

**3.0.G High Pressure Hydrant Additional Safety Procedures**

When a hydrant over 125PSI static pressure is encountered, Hydromax USA will perform the following additional safety procedures to complete hydrant testing,

- Upon obtaining working pressure, if determined to be over 125 psi, work will halt to complete the following steps.
- Check/tighten hold down bolts at flange.
- Install Hose Monster to hydrant and secure the other end to hitch mounted diffuser or another stationary anchor.
- Proceed with flowing per the above specifications.
- Upon completion check/tighten hold down bolts at flange.

**3.0.H**. One-color Paint: Scrape, wire brush, and paint hydrant single color. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

**3.0.I**. Two-color NFPA Paint: Scrape, wire brush, paint hydrant two colors per NFPA flow testing color chart. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

**3.0.J Fire Hydrant Cannot Be Located (CNL)**

If after searching for fifteen (15) minutes using Owner-provided GPS locations and/or field maps, and the hydrant is unable to be found, Hydromax USA will list the hydrant as CNL (cannot locate). Hydromax USA will provide a separate unit price for CNL hydrants. If the CNL hydrant is located, Hydromax USA will assess the hydrant and charge the appropriate unit rate for that item.

**3.0.K Fire Hydrant Cannot Be Accessed (CNA)**

If after searching for fifteen (15) minutes using Owner-provided GPS locations and/or field maps, and the hydrant is located but cannot be accessed for any reason, the Hydromax USA will list the hydrant as CNA (cannot access). If the CNA hydrant can be accessed later, Hydromax USA will assess the hydrant and charge the appropriate unit rate for that item.

**3.0.L Fire Hydrant Out of Service (OOS)**

If, during fire hydrant testing and maintenance, Hydromax USA determines that a hydrant is out of service (OOS) or should be designated as such, the crew leader will promptly notify the Owner and install out of service rings or bags as applicable. The hydrant will remain out of service until necessary repairs are completed and full operability is restored. Once the hydrant is returned to service, Hydromax USA will perform the required testing and maintenance at the applicable unit rate.

**3.0.M Fire Hydrant Minor Repairs**

Hydromax USA will provide labor in four-hour increments for the following minor fire hydrant repairs. Final scope of work will be defined by Owner prior to Hydromax USA mobilization and start of project.

- Upper Barrel Repair (labor only). Hydromax USA will repair and/or replace all necessary components within the upper portions of the hydrant, from the operating nut downwards to the top of the break away (upper barrel) flange, to return the hydrant to working order. Hydrant rotation shall also be considered as an upper barrel repair.

- Lower Barrel Repair (labor only). Hydromax USA will repair and/or replace all necessary components of the hydrant from the top of the break away (upper barrel) flange to the bottom of the hydrant foot valve to return the hydrant to working order.

- Hydrant Extension (6-18 inches; labor only). Hydromax USA will raise hydrant six (6) to eighteen (18) inches to ensure the pumper nozzle is at the required above-grade height per AWWA M-17. Materials provided by Owner.

**3.0.N Fire Hydrant ID Tags**

Hydromax USA will furnish and install fire hydrant identification tags during fire hydrant testing and maintenance. If this work is performed at a time other than during fire hydrant testing and maintenance, then the field technician hourly rate will apply.

**3.0.O Fire Hydrant Road Markers**
Hydromax USA will furnish and install reflective road markers during fire hydrant testing and maintenance. If this work is performed at a time other than during fire hydrant testing and maintenance, then the field technician hourly rate will apply.

**3.0.P Adder for Dechlorination during Flushing**
Additional fee to add dechlorination to hydrant flushing. Contractor will provide dechlorination tablets.

**3.0Q Adder for 2nd Trip to Hydrant for 2nd Coat Painting or Other Services**
Additional fee for return visit to paint hydrants second coat (top coat after primer/2 part epoxy second coat/etc) or other services as requested.

**4.0 FLUSHING SERVICES**

- **4.0.A Non-UDF Flushing Services**
  Hydromax USA will execute hydrant flushing (non-UDF) using a single-person daily rate. Crews will flush hydrants for a pre-determined amount of time or until achieving a clear white bucket test for water quality. Hydromax USA will collect water samples for iron concentrations, chlorine residual levels, and turbidity. The Owner will test all water samples via a third-party testing lab.

- **4.0.B Unidirectional Flushing Services (UDF)**
  Hydromax USA will execute unidirectional flushing (UDF) program using a two-person daily rate. Crews will flush the sequence hydrants for up to three (3) water column turnovers or achieve a clear white bucket test for water quality, whichever occurs first. Hydromax USA will collect water samples for iron concentrations, chlorine residual levels, and turbidity. The Owner will test all water samples via a third-party testing lab.

**5.0 ACOUSTIC LEAK DETECTION**
Hydromax USA will perform acoustical leak detection using data loggers and correlation equipment using a daily rate. The process includes preliminary surveys, deployment of loggers, data collection, analysis, on-site verification, and detailed reporting of findings.

- **5.0.A Acoustical Leak Detection Services (8-hour minimum)**
  For leak detection that is not part of a comprehensive water loss program, Hydromax USA will perform acoustical leak detection services at a daily rate.

- **5.0.B Acoustical Leak Detection Program (250 miles minimum)**
  For leak detection that is part of a comprehensive program that covers a minimum of 250 miles of metallic pipeline, Hydromax USA will perform acoustical leak detection using a mileage rate.

**6.0 WASTEWATER SERVICES**
Hydromax USA will provide the appropriate equipment and trained staff to perform the following wastewater cleaning and inspection services as defined and as approved by Owner prior to Hydromax USA mobilization and start of project.

- **6.0.A Light Wastewater Cleaning & CCTV**
  Hydromax USA will perform wastewater cleaning and a PACP CCTV inspection in accordance with industry best practices to ensure thorough and efficient results. Crews will clean each wastewater line immediately prior to CCTV inspection, ensuring that all wastewater pipes are cleaned and inspected within the same calendar day. Prior to inspection, crews will conduct light cleaning of each wastewater segment—up to three passes—from manhole to manhole in the upstream to downstream direction, unless an obstruction is encountered. All debris will be collected and removed at manholes with access for the

combination wastewater cleaning unit, and all debris will be removed from the wastewater system at the end of each day. Debris will not be blown down line segments that are not included in the inspection project. All CCTV inspections shall be completed utilizing PACP coding to ensure consistency and accuracy. All data shall also be delivered in accordance with PACP standards.

**6.0.A1 Light Wastewater Cleaning & CCTV – 6-inch to 12-inch**
**6.0.A2 Light Wastewater Cleaning & CCTV – 13-inch to 24-inch**
**6.0.A3 Light Wastewater Cleaning & CCTV – 25-inch to 42-inch**
**6.0.A4 Light Wastewater Cleaning & CCTV – Greater than 42-inch**

- **6.0.B Heavy Wastewater Cleaning**
  If additional debris or impediments to inspection are observed following the initial light cleaning, Hydromax USA will seek approval from the Owner to proceed with heavy cleaning. Heavy cleaning will be necessary in sections of pipe containing significant root intrusion, large accumulations of debris, or several inches of sand and gravel, and will involve the use of enhanced hydraulic nozzles and root cutters. Notification of the need for heavy cleaning will be submitted immediately. Hydromax USA will utilize an Instant Notification App to promptly alert the Owner of all heavy cleaning requirements. This system will be capable of delivering simultaneous alerts to up to 10 client points of contact and will include photographic documentation of the pipe condition and debris as part of the notification submission.

- **6.0.C Reverse Setup**
  If obstructions are not passable and cannot be removed by wastewater cleaning, Hydromax USA will withdraw CCTV equipment and perform a reverse inspection from opposite end of the wastewater segment in accordance with PACP protocols. When additional obstructions are encountered after reversal of equipment and no means are available for passing a second obstruction to complete the wastewater main inspection, the segment will be remanded to the Owner for resolution. The portion of the main inspected will be paid for as prescribed.

- **6.0.D Siphon Cleaning & Assessment**
  Hydromax USA will perform the cleaning and assessment of the wastewater siphon using specialized procedures tailored to its inverted design and limited access. Most siphons are constructed with multiple barrels, allowing flow to continue through one or more barrels while another is temporarily taken out of service. The process begins with site preparation, safety protocols, and flow control—typically achieved by plugging the targeted barrel to isolate it for cleaning while maintaining flow through the remaining active barrels. Crews will access the siphon through existing structures and utilize high-velocity jetting or mechanical tools to remove accumulated debris, which will be vacuumed and properly disposed of. Following cleaning, the isolated barrel will be dewatered to allow for a thorough CCTV inspection using robotic or push cameras. The inspection will be conducted in accordance with NASSCO PACP standards to evaluate the internal condition of the siphon, identifying any structural or operational defects. All findings, including video documentation and condition assessments, will be compiled into a detailed report to support ongoing maintenance or rehabilitation planning.

- **6.0.E Multi-Sensor Inspection (MSI)**
  Hydromax USA will perform a comprehensive assessment of existing sanitary sewer mains and connections 24 inches in diameter and larger using Pipeline Assessment Certification Program (PACP) internal closed-circuit television (CCTV), Sonar, and Multi-Sensor Inspection (MSI) technologies. These inspections will be conducted to digitally document and evaluate the condition of the wastewater infrastructure. The scope of work includes wastewater pipes located in a variety of environments, including improved streets, arterial and primary roads, backyards, and unimproved easements. Hydromax USA is equipped with all-terrain vehicles suitable for accessing challenging terrain, as well as any specialized equipment necessary for safe and compliant access to elevated manholes, in full accordance with The Loss Control Manual. No cleaning of the sanitary sewers will be performed prior to CCTV and Sonar inspection unless explicitly requested by the Utility. Hydromax USA will furnish all

labor, including competent PACP-certified technicians, as well as all necessary equipment, tools, accessories, and materials required to complete the CCTV and Sonar inspections of the designated 24-inch and larger diameter sanitary sewer lines.

- **6.0.F Multi-Sensor Inspection (MSI) Data Processing & Reporting**
  Hydromax USA will perform a multi-sensor inspection of the wastewater system using advanced technology that simultaneously captures CCTV video, laser profiling, sonar, and other relevant data to assess the condition and geometry of the pipe. This comprehensive data set provides insight into structural defects, debris accumulation, sediment levels, and potential capacity restrictions. Once collected, all inspection data will be securely transmitted to PIPC for processing and analysis. PIPC will compile the data into a detailed report that includes visual documentation, cross-sectional profiles, and condition assessments, enabling the utility owner to make informed decisions about maintenance, rehabilitation, or further investigation.

- **6.0.G Manhole Assessment (Level 1)**
  Hydromax USA will perform a NASSCO MACP (Manhole Assessment Certification Program) Level 1 inspection. This is a standardized visual assessment performed from the ground surface without confined space entry. It involves collecting a GPS point, documenting basic structural and operational conditions of a manhole using NASSCO's defect codes. The inspection includes observations of the frame, cover, chimney, cone, barrel, and invert to identify issues such as corrosion, cracks, infiltration, and other visible defects. This level of inspection is typically used for preliminary condition assessments or in areas where access is limited.

- **6.0.H Manhole Assessment (Level 2 w/ 3D Scan)**
  Hydromax USA will perform a NASSCO MACP Level 2 manhole inspections using advanced photogrammetry 3D scanning technology to deliver high-resolution, detailed assessments of manhole conditions. This inspection includes collecting a GPS point, and capturing structural, operational, and maintenance defects in accordance with NASSCO standards and includes a full 3D model of the manhole interior. The photogrammetry 3D scan provides precise measurements and visualizations that enhance condition assessment, asset management, and rehabilitation planning. TREKK 360 camera system or similar utilized.

- **6.0.I Elevated Manhole Access**
  To safely access a wastewater manhole elevated more than 4 feet above grade, Hydromax USA utilizes a combination of fall protection equipment, extension ladders, and custom access platforms as needed. Crews first assess site conditions and secure the area. Fall protection harnesses and anchor points are used in compliance with OSHA regulations.

- **6.0.J Smoke Testing**
  Hydromax USA will conduct wastewater smoke testing to identify defects such as illicit connections, broken pipes, and inflow sources within the sanitary sewer system. The process begins with distributing door hangers or notices to all affected properties at least 24 to 48 hours in advance to inform residents about the upcoming testing and what to expect. During testing, non-toxic, white smoke is introduced into the wastewater system using a high-capacity blower. As the smoke travels through the pipes, it escapes through defects such as cracks, open cleanouts, and improper connections, which are then documented. Each defect location is recorded using GPS to ensure precise mapping and reporting. This data helps utility owners prioritize maintenance and reduce excessive stormwater inflow into the system. (no plugging or sandbagging)

- **6.0.K Flow Monitoring**
  Hydromax USA will conduct wastewater flow monitoring by strategically installing flow meters within the sanitary sewer system to capture real-time data on flow rates, depth, and velocity over a designated monitoring period. This service is essential for understanding system performance during dry and wet weather conditions. Our team handles all aspects of the deployment, including site selection, equipment installation, calibration, maintenance, and data retrieval. The collected data is compiled into non-engineered reports that include detailed charts, graphs, and summaries, providing municipalities and

engineers with a clear understanding of wastewater capacity, infiltration/inflow patterns, and peak flow conditions to support planning and decision-making.

**6.0K1 Flow Meter Installation for Flow Monitoring**

Hydromax USA provides turnkey flow monitoring installation services to support accurate data collection for sewer system evaluation studies (SSES), infiltration and inflow (I/I) analysis, and capacity assessments. Our experienced field crews install and maintain advanced flow monitoring equipment in sanitary and storm sewer systems, ensuring reliable, real-time data to help utilities make informed decisions.

Each installation is performed with a focus on safety, data integrity, and minimal disruption to the system. Our team handles everything from pre-installation site assessments and equipment calibration to secure installation in manholes and ongoing data verification. We utilize industry-leading sensors to capture flow depth, velocity, and surcharge conditions in a wide range of pipe sizes and flow environments.

**6.0K2 Flow Meter Maintenance**

Hydromax USA provides comprehensive flow monitoring maintenance services to ensure the accuracy, reliability, and longevity of deployed flow monitoring equipment. Our experienced field technicians perform scheduled and emergency maintenance on temporary and permanent flow monitors used in wastewater and stormwater systems.

Services include:

- Site inspections and equipment calibration
- Data quality verification and troubleshooting
- Battery replacement and sensor cleaning
- Firmware updates and hardware repairs
- Relocation or removal of monitors as needed

**6.0K3 Flow Meter Final Report**

Hydromax USA's Monthly Flow Monitoring Reports provide a clear, data-driven summary of flow conditions observed at each monitored site within a sanitary or storm sewer system. Each report is designed to give utility managers, engineers, and decision-makers a comprehensive view of system performance over the monitoring period.

The report includes:

- Daily Flow Trends: Graphical and tabular data showing average, minimum, and peak flows.
- Rainfall Correlation: Analysis of rainfall data overlaid with flow response to identify potential I&I (Infiltration and Inflow) patterns.
- Diurnal Patterns: Flow curves illustrating system behavior during typical weekdays and weekends.
- Event Logging: Identification and detailed breakdown of notable flow events, including wet weather spikes or dry weather anomalies.
- Site Performance Summary: Comparison to historical data or established benchmarks for each metering location.
- Data Quality Assurance: Documentation of meter uptime, sensor calibration status, and any maintenance activities or data adjustments.

All flow data is collected using calibrated, high-accuracy equipment installed and maintained by Hydromax USA's experienced field technicians. The result is reliable, actionable data to support capital planning, I&I reduction efforts, and regulatory compliance.

- **6.0.L Rain Gauge Installation**

Hydromax USA will conduct rain gauge monitoring to support comprehensive flow monitoring of wastewater systems. By strategically installing and maintaining rain gauges throughout the service area, we accurately capture precipitation data that directly correlates with wastewater flow patterns. This rainfall information is integrated with flow monitoring data to help identify infiltration, inflow, and overall system performance under various weather conditions. Hydromax USA provides non-engineered, clear, and concise reports summarizing the collected rain gauge and flow data, enabling clients to better understand system behavior and make informed operational decisions.

- **6.0L1 Rain Gauge Maintenance**
  Hydromax USA provides comprehensive rain gauge maintenance services to ensure accurate and reliable precipitation data for municipal stormwater programs, flood forecasting, and regulatory compliance. Our trained field technicians perform routine inspections, calibrations, and cleanings to eliminate debris, biological buildup, or mechanical faults that can compromise gauge performance.

  - Services include:
  - Visual inspection and functional testing of gauges
  - Removal of debris and obstructions from collection funnels
  - Verification and calibration of tipping mechanisms or electronic sensors
  - Data logger checks and battery replacements
  - Documentation of service activities and condition reports

- **6.0.M Easement Access**
  Hydromax USA will apply an additional charge for accessing wastewater manholes located more than 50 feet off the curb of a paved road during wastewater cleaning, CCTV inspections, or Multi-Sensor Inspection (MSI) services. This fee accounts for the increased complexity and resource requirements associated with reaching these remote manholes.

  To navigate challenging terrains or private properties, Hydromax USA employs specialized equipment such as compact CCTV systems mounted on all-terrain vehicles and easement cleaning machines. These portable units are designed to access hard-to-reach areas, ensuring comprehensive inspections even in difficult conditions.

**7.0 ADDITIONAL MISCELLANEOUS SERVICES**

Hydromax USA may provide the following additional miscellaneous services as defined and as approved by Owner prior to Hydromax USA mobilization and start of project.

- **7.0.A GIS Data Analyst Support Services**
  Hourly rate for performing additional GIS support services not specifically defined in other sections of this proposal.

- **7.0.B Confined Space Entry Tech Services**
  Additional rate per asset to perform services which require confined space entry. Hydromax USA will adhere to related OSHA requirements.

- **7.0.C Maintenance of Traffic (MOT beyond arrow boards and cones).**
  Daily rate for additional MOT required outside of cones, arrow boards, and flashers to perform the required scope of work. Cones, arrow boards, and flashers are provided as part of our standard temporary MOT.

  **7.0.C1 Maintenance of Traffic (MOT beyond arrow boards and cones) – Water Services**
  **7.0.C2 Maintenance of Traffic (MOT beyond arrow boards and cones) – Wastewater Services**

- **7.0.D Test Cut and Shut-Down Support Services**
  Hourly rate to provide on-call test cut and shut-down support services to the utility in support of emergency and planned operations.

- **7.0.E Water Services Field Technician**
  Hourly rate for a single field technician with equipment to perform additional water non-repair services not specifically defined in other sections of this proposal.

- **7.0.F Wastewater Services Field Crew (VAC)**
  Hourly rate for a two-person crew with VAC equipment to perform additional services not specifically defined in other sections of this proposal. Work performed during normal working hours.

- **7.0.G Wastewater Services Field Crew (CCTV)**
  Hourly rate for a two-person crew with CCTV equipment to perform additional services not specifically defined in other sections of this proposal. Work performed during normal working hours.

- **7.0.H Wastewater Services Field Technician**
  Hourly rate for additional wastewater technician to perform services not specifically defined in other sections of this proposal. Typically, this line item is used to add an additional crew member to a wastewater crew when necessary, and no additional equipment is needed. Work performed during normal working hours.

- **7.0.I GPS-only of Assets**
  Per unit rate to collect sub-foot GPS data only for identified assets. No other information will be collected or provided for work performed under this line item. The work to be performed while crews are mobilized for the base contract work.

## 8.0 CLARIFICATIONS

- Unless otherwise stated in the proposal, this proposal does not include any payment of prevailing wages or certified payroll reporting.
- There are no hazardous materials present in the project area.
- On CCTV, Cleaning, and Multi-Sensor projects:
  - The unit price quoted for light cleaning and CCTV inspection on a per linear foot (LF) basis is valid only when a minimum of 2,000 LF of wastewater main is continuous and accessible for uninterrupted inspection and cleaning. If the total footage falls below 2,000 LF, or if the sections are non-contiguous—necessitating repeated equipment setup, relocation, or remobilization—the work will be invoiced at the applicable hourly rate.
  - This proposal does not include bypass pumping or pipe plugging unless otherwise stated within.
  - Client will be responsible for the costs associated with any repairs or extractions that are required due to existing structural defects or failures.
  - This proposal does not include any clearing/ grubbing for easement roads or access.
  - Customer will provide access to the work site that will be adequately sized for HUSA's equipment and will be a maximum of fifty (50) feet from manholes that need to be accessed.
  - Client will provide a dump location for the debris, within 1 hour drive of the project area and not restricted in operating hours.
  - Client will provide water access within one mile of the work area.
  - Hydromax USA will not be responsible for damage or cleaning to residential homes/bathrooms due to debris backflushing through residential toilets, where the wastewater lateral installation/angle contributes to the damage or issues with venting at residential homes.

## 7.0 PROGRAM PRICING (REV 9.5.25)

Hydromax USA proposes to perform the following scope of work as defined in the sections above at the for the TIPS pricing referenced in the table below. It is understood that all quantities are approximate totals and non-binding.

| Item # | Service Name | Service Description | Unit | TIPS Price | EST. QTY | Ext. Price |
|---|---|---|---|---|---|---|
| **1.0 Administration & Travel** | | | | | | |
| 1.0.A | Crew Travel / Mobilization | 8-Hour Travel Day for Crew Mobilization to Project Site | Per Person / Per Day | $2,000.00 | | |
| 1.0.B | Lodging and Per Diem | Lodging and Per Diem for Non-Local Project | Per Person / Per Day | $200.00 | | |
| **2.0 Valve Assessment, Maintenance & Information Management** | | | | | | |
| 2.0.A | Valve Assessment, 4 Inch or smaller Diameter Valve | AWWA M44 Valve Assessment, 4 Inch or smaller Diameter Valve | Per Valve | $59.48 | | |
| 2.0.B | Valve Assessment, 6-inch Diameter Valve | AWWA M44 Valve Assessment, 6-inch Diameter Valve | Per Valve | $61.65 | | |
| 2.0.C | Valve Assessment, 8-inch Diameter Valve | AWWA M44 Valve Assessment, 8-inch Diameter Valve | Per Valve | $62.73 | | |
| 2.0.D | Valve Assessment, 10-inch Diameter Valve | AWWA M44 Valve Assessment, 10-inch Diameter Valve | Per Valve | $64.89 | | |
| 2.0.E | Valve Assessment, 12-inch Diameter Valve | AWWA M44 Valve Assessment, 12-inch Diameter Valve | Per Valve | $64.89 | | |
| 2.0.F | Valve Assessment, 14-inch Diameter Valve | AWWA M44 Valve Assessment, 14-inch Diameter Valve | Per Valve | $64.89 | | |
| 2.0.G | Valve Assessment, 16-inch Diameter Valve | AWWA M44 Valve Assessment, 16-inch Diameter Valve | Per Valve | $66.95 | | |
| 2.0.H | Valve Assessment, 18-inch Diameter Valve | AWWA M44 Valve Assessment, 18-inch Diameter Valve | Per Valve | $77.25 | | |
| 2.0.I | Valve Assessment, 20-inch Diameter Valve | AWWA M44 Valve Assessment, 20-inch Diameter Valve | Per Valve | $97.85 | | |
| 2.0.J | Valve Assessment, 24-inch Diameter Valve | AWWA M44 Valve Assessment, 24-inch Diameter Valve | Per Valve | $118.45 | | |

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|---|---|---|---|---|---|---|
| 2.0.K | Valve Assessment, 30-inch Diameter Valve | AWWA M44 Valve Assessment, 30-inch Diameter Valve | Per Valve | $180.25 | | |
| 2.0.L | Valve Assessment, 36-inch Diameter Valve | AWWA M44 Valve Assessment, 36-inch Diameter Valve | Per Valve | $200.85 | | |
| 2.0.M | Valve Assessment, 42-inch Diameter Valve | AWWA M44 Valve Assessment, 42-inch Diameter Valve | Per Valve | $216.30 | | |
| 2.0.N | Valve Assessment, 48-inch Diameter Valve | AWWA M44 Valve Assessment, 48-inch Diameter Valve | Per Valve | $270.38 | | |
| 2.0.O | Valve Assessment, 54-inch Diameter Valve | AWWA M44 Valve Assessment, 54-inch Diameter Valve | Per Valve | $297.41 | | |
| 2.0.P | Valve Assessment, 60-inch Diameter Valve | AWWA M44 Valve Assessment, 60-inch Diameter Valve | Per Valve | $378.53 | | |
| 2.0.Q | Valve Assessment, Over 60-inch Diameter Valve | AWWA M44 Valve Assessment, Over 60-inch Diameter Valve | Per Valve | $432.60 | | |
| 2.0.R | Valve Cannot Be Located (CNL) | AWWA M44 Valve Assessment, Valve Cannot Be Located (CNL) | Per CNL | $59.48 | | |
| 2.0.S | Valve Cannot Be Accessed (CNA) | AWWA M44 Valve Assessment, Valve Cannot Be Accessed (CNA) | Per CNA | $59.48 | | |
| 2.0.T | Valve Located and Accessed, Not Operated (CNO) | AWWA M44 Valve Assessment, Valve Located and Accessed, Not Operated (CNO) | Per CNO | $59.48 | | |
| 2.0.U | Valve Raise (up to 18-inches in Grass, Dirt, Gravel; Labor Only) | Valve Raise (up to 18-inches in Grass, Dirt, Gravel; Labor Only) | Per Valve | $38.63 | | |
| 2.0.V | Valve Raise (up to 18-inches in Asphalt w/ Cold Patch; Labor Only) | Valve Raise (up to 18-inches in Asphalt w/ Cold Patch; Labor Only) | Per Valve | $115.36 | | |
| 2.0.W | Valve Realign (up to 18-inches in Grass, Dirt, Gravel; Labor Only) | Valve Realign (up to 18-inches in Grass, Dirt, Gravel; Labor Only) | Per Valve | $77.25 | | |
| 2.0.X | Valve Realign (up to 18-inches in Asphalt w/ Cold Patch; Labor Only) | Valve Realign (up to 18-inches in Asphalt w/ Cold Patch; Labor Only) | Per Valve | $230.72 | | |

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|---|---|---|---|---|---|---|
| 2.0.Y1 | Valve Operating Nut Repair | Valve Operating Nut Repair (up to 48-inches; No Excavation) | Per Valve | $750.00 | | |
| 2.0.Y2 | Valve Operating Nut Repair | Valve Operating Nut Repair (4'-10'-inches; No Excavation) | Per Valve | $1,200.00 | | |
| 2.0.Z | ARV Assessment | Assessment Services for Air Release Valve | Per Hour | $300.00 | | |
| **3.0 Fire Hydrant Assessment, Maintenance & Information Management** | | | | | | |
| 3.0.A | Fire Hydrant Testing and Maintenance (Single; No Paint) | Fire Hydrant Testing and Maintenance (Single; No Paint) | Per Hydrant | $54.08 | | |
| 3.0.B | Fire Hydrant Testing and Maintenance (Single; w/ One-Color Paint) | Fire Hydrant Testing and Maintenance (Single; w/ One-Color Paint) | Per Hydrant | $61.29 | 529 | $32,422.41 |
| 3.0.C | Fire Hydrant Testing and Maintenance (Single; w/ Two-Color NFPA Paint) | Fire Hydrant Testing and Maintenance (Single; w/ Two-Color NFPA Paint) | Per Hydrant | $71.59 | | |
| 3.0.D | Fire Hydrant Testing and Maintenance (Two-Hydrant; No Paint) | Fire Hydrant Testing and Maintenance (Two-Hydrant; No Paint) | Per Hydrant | $108.15 | | |
| 3.0.E | Fire Hydrant Testing and Maintenance (Two-Hydrant; One-Color Paint) | Fire Hydrant Testing and Maintenance (Two-Hydrant; One-Color Paint) | Per Hydrant | $115.36 | 130 | $14,996.80 |
| 3.0.F | Fire Hydrant Testing and Maintenance (Two-Hydrant; w/ Two-Color NFPA Paint) | Fire Hydrant Testing and Maintenance (Two-Hydrant; w/ Two-Color NFPA Paint) | Per Hydrant | $125.66 | | |
| 3.0.G | Fire Hydrant Testing and Maintenance (High Pressure; No Paint) | Fire Hydrant Testing and Maintenance (High Pressure over 125 PSI; No Paint) | Per Hydrant | $81.11 | | |
| 3.0.H | Fire Hydrant Testing and Maintenance (High Pressure; One-Color Paint) | Fire Hydrant Testing and Maintenance (High Pressure over 125 PSI; One-Color Paint) | Per Hydrant | $88.32 | | |

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|---|---|---|---|---|---|---|
| 3.0.I | Fire Hydrant Testing and Maintenance (High Pressure; w/ Two-Color NFPA Paint) | Fire Hydrant Testing and Maintenance (High Pressure over 125 PSI; w/ Two-Color NFPA Paint) | Per Hydrant | $98.62 | | |
| 3.0.J | Fire Hydrant CNL | Fire Hydrant Cannot Be Located (CNL) | Per Hydrant | $25.00 | | |
| 3.0.K | Fire Hydrant CNA | Fire Hydrant Cannot Be Accessed (CNA) | Per Hydrant | $25.00 | | |
| 3.0.L | Fire Hydrant OOS | Fire Hydrant Out of Service (OOS) | Per Hydrant | $52.50 | | |
| 3.0.M | Fire Hydrant Minor Repair (4-Hour Minimum; No Excavation; Labor Only) | Fire Hydrant Minor Repair (4-Hour Minimum; No Excavation; Labor Only) | Per Hour/Per Person | $154.50 | | |
| 3.0.N | Fire Hydrant ID Tag | Furnish & Install Fire Hydrant ID Tag | Per Tag | $14.42 | 312 | $4,499.04 |
| 3.0.O | Fire Hydrant Reflective Road Marker | Furnish & Install Fire Hydrant Reflective Road Marker | Per Marker | $12.36 | ** 75 | $927.00 |
| 3.0P | Adder for Dechlorination during Flushing | Add Dechlorination to Hydrant Flushing | Each | $9.00 | | |
| 3.0Q | Adder for 2nd Trip to Hydrant | Adder for 2nd Trip to Hydrant for 2nd Coat Painting or Other Services | Each | $65.00 | | |
| **4.0 Flushing Services** | | | | | | |
| 4.0.A | Fire Hydrant Flushing Services (Non-UDF) | Fire Hydrant Maintenance Flushing (Non-UDF; 1-Person Crew; 8-Hour Day) | Per Day/Per 1-Person Crew | $1,236.00 | | |
| 4.0.B | Unidirectional Flushing Services | Unidirectional Flushing Plan Execution Services (2-Person Crew; 8-Hour Day) | Per Day/Per 2-Person Crew | $2,472.00 | | |
| **5.0 Acoustic Leak Detection** | | | | | | |
| 5.0.A | Acoustic Leak Detection | Acoustical Leak Detection Services (8-Hour Minimum) | Per Day/Per Person | $1,854.00 | | |
| 5.0.B | Acoustic Leak Detection Program | Acoustic Leak Detection Program - Metallic (250 Miles Minimum) | Per Mile | $257.50 | | |

| **6.0 Wastewater Services** | | | | | | |
|---|---|---|---|---|---|---|
| 6.0.A1 | Light Wastewater Cleaning & CCTV (6-in to 12-inch) | Light Wastewater Cleaning & CCTV (6-in to 12-inch) | Per Linear Foot | $2.25 | | |
| 6.0.A2 | Light Wastewater Cleaning & CCTV (13-in to 24-inch) | Light Wastewater Cleaning & CCTV (13-in to 24-inch) | Per Linear Foot | $2.60 | | |
| 6.0.A3 | Light Wastewater Cleaning & CCTV (25-in to 42-inch) | Light Wastewater Cleaning & CCTV (25-in to 42-inch) | Per Linear Foot | $3.15 | | |
| 6.0.A4 | Light Wastewater Cleaning & CCTV (Greater than 42-inch) | Light Wastewater Cleaning & CCTV (Greater than 42-inch) | Per Linear Foot | $4.85 | | |
| 6.0.B | Heaving Wastewater Cleaning | Heavy Wastewater Cleaning | Per Hour | $325.00 | | |
| 6.0.C | Reverse Setup | Reverse Setup to Complete Inspection | Each | $200.00 | | |
| 6.0.D | Siphon Cleaning & Assessment | Siphon Cleaning, Dewatering, & Assessment | Per Hour/Per Crew | $650.00 | | |
| 6.0.E | Multi-Sensor Inspection (MSI) | Multi-Sensor Inspection (LiDAR, Sonar, & CCTV) | Per Linear Foot | $5.00 | | |
| 6.0.F | Multi-Sensor Inspection (MSI) Data Processing & Reporting | Multi-Sensor Data Processing & Reporting | Per Linear Foot | $3.15 | | |
| 6.0.G | Manhole Assessment (Level 1) | Manhole Assessment (MACP Level 1) | Each | $75.00 | | |
| 6.0.H1 | Manhole Assessment (Level 2 w/ 3D Scan) | Manhole Assessment (MACP Level 2 w/ 3D Scan) Depth of > 26’ | Each | $290.00 | | |
| 6.0.H2 | Manhole Assessment (Level 2 w/ 3D Scan) | Manhole Assessment (MACP Level 2 w/ 3D Scan) Depth of 26’-60’ | Each | $365.00 | | |
| 6.0.H3 | Manhole Assessment (Level 2 w/ 3D Scan) | Manhole Assessment (MACP Level 2 w/ 3D Scan) Depth of 61-80’ | Each | $525.00 | | |
| 6.0.I | Elevated Manhole Access | Access Manhole Elevated more than 4 Feet Above Grade | Each | $700.00 | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 6.0.J | Smoke Testing | Smoke Testing & Reports | Linear Foot | $0.67 | | |
| 6.0.K1 | Flow Monitoring Installation | Flow Meter Installation for Flow Monitoring | Each | $2,500.00 | | |
| 6.0.K2 | Flow Meter Maintenance | Flow Meter Monthly Maintenance Check | Per unit/month | $500.00 | | |
| 6.0.K3 | Flow Meter Final Report | Flow Meter Final Analysis & Report | Each | $2,000.00 | | |
| 6.0.L | Rain Gauge Installation | Rain Gauge Installation | Each | $500.00 | | |
| 6.0L1 | Rain Gauge Maintenance | Rain Gauge Monthly Maintenance Check | Per Unit/Month | $150.00 | | |
| 6.0.M | Easement Access | Adder for Easement Access More than 50 Feet off Curb Edge | Per Linear Foot | $1.50 | | |
| **7.0 Additional Miscellaneous Services** | | | | | | |
| 7.0.A | GIS Data Services | GIS Data Analyst Services in Support of Asset Management Program | Per Hour/Per Person | $180.25 | | |
| 7.0.B | Confined Space Entry Certified (Added to Services) | Confined Space Tech Services (2-Person Crew) | Per Asset | $257.50 | | |
| 7.0.C1 | MOT Beyond Arrow Boards and Cones - Water | Maintenance of Traffic (MOT Beyond Arrow Boards and Cones) - Water | Per Day | $1,854.00 | | |
| 7.0.C2 | MOT Beyond Arrow Boards and Cones - Wastewater | Maintenance of Traffic (MOT Beyond Arrow Boards and Cones) - Wastewater | Per Day | $3,200.00 | | |
| 7.0.D | Test-Cut / Shut Down Service and Mapping | Valve Tech & Mapping Services in Support of Pipeline Repair (1-Person Crew; 8-Hour Minimum) | Per Hour/Per Person | $242.05 | | |
| 7.0.E | Water Services Field Technician - Hourly | Water Services Field Technician w/ Equipment (Non-Repair) | Per Hour/Per Person | $154.50 | | |
| 7.0.F | Wastewater Services Field Crew (VAC) | Two-Person Wastewater VAC Crew w/ Equipment (Non-Repair) | Per Hour/Per Crew | $325.00 | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 7.0.G | Wastewater Services Field Crew (CCTV) | Two-Person Wastewater CCTV Crew w/ Equipment (Non-Repair) | Per Hour/Per Crew | $325.00 | | |
| 7.0.H | Wastewater Services Field Technician | Additional Wastewater Technician – No Equipment (Non-Repair) | Per Hour/Per Person | $150.00 | | |
| 7.0.I | GPS-only of Assets | Service to Collect Sub-Foot GPS Data Only (No Other Data Collected) | Each | $12.00 | | |
| **Total** | | | | | | **$52,845.25** |

** This is an estimated number to replace broken or missing reflective markers. This number may go up or down depending on what is found.

Highlighted – We will perform single and 2-hydrant fire hydrant testing. The single paint will be applied only to the bonnet (and caps if applicable) for the flow according to the NFPA color/flow chart.
The number of fire hydrants being 2-hydrant M-17 tested is 20% of the overall amount of fire hydrants in the system. This will give the city a 5-year cycle on their ISO testing required. This 20% also applies to the single hydrant testing required by DEP for your annual fire hydrant testing.
ID tags will be installed and RPM (reflective pavement markers) will be installed as needed.

## 8.0 PROGRAM CONTRACTING

The TIPS Member must include the Vendor Name and TIPS Contract Name and Number on each purchase order so that Hydromax USA can report contract use to TIPS.

Vendor Name: **Hydromax USA LLC**
TIPS Contract Name and Number: **TIPS Contract 240501**; **MRO (Maintenance, Repair, and Operations Of Facilities and Grounds) Supplies, Equipment, Tool Rental, Sales and Services)**

## 9.0 ACCEPTANCE AND AGREEMENT

TIPS requires its members to execute a vendor agreement prior to the performance of any services. By signing below, the TIPS Member accepts the scope of work, associated pricing, and supplemental terms and conditions provided herein. Once signed by both the TIPS Member and Hydromax USA, this document shall constitute an agreement for HUSA to provide the services as defined above.

**Accepted on behalf of TIPS Member XXXXXXXXXXXX:**

**Signature:** _____ **Title:** _____

**Name:** _____ **Date:** _____

**Accepted on behalf of Hydromax USA LLC:**

**Signature:** _____ **Title:** _____

**Name:** _____ **Date:** _____

## SUPPLEMENTAL TERMS AND CONDITIONS

**TIPS CONTRACT 240501 MRO (MAINTENANCE, REPAIR, AND OPERATIONS OF FACILITIES AND GROUNDS) SUPPLIES, EQUIPMENT, TOOL RENTAL, SALES AND SERVICES**

The following terms and conditions (these "**Terms**") shall apply to all services Hydromax USA LLC ("**HUSA**") performs for TIPS Members (as defined in Section 1) in connection with the above-referenced TIPS contract:

THESE TERMS ARE AN OFFER BY HUSA TO PERFORM SERVICES (AS DEFINED BELOW) FOR THE TIPS MEMBER SUBJECT TO THE APPROVAL OF HUSA'S CREDIT DEPARTMENT, AND MAY BE ACCEPTED ONLY ON THESE EXACT TERMS AND CONDITIONS. THESE TERMS, THE ACCEPTED PROPOSAL (AS DEFINED BELOW) AND ANY OTHER DOCUMENTS SPECIFICALLY REFERRED TO HEREIN OR THEREIN (COLLECTIVELY, THE "**AGREEMENT**") CONSTITUTE THE EXCLUSIVE, COMPLETE AND FINAL AGREEMENT BETWEEN HUSA AND THE TIPS MEMBER AND THERE ARE NO OTHER AGREEMENTS, REPRESENTATIONS, PROMISES, OR STATEMENTS BETWEEN THE PARTIES EITHER EXPRESSED OR IMPLIED. THIS AGREEMENT SUPERSEDES AND GOVERNS OVER THE TERMS AND CONDITIONS OF ANY DOCUMENT PRESENTED, SENT OR ISSUED BY THE TIPS MEMBER. ALL DOCUMENTATION SHALL BE SUBJECT TO CORRECTION OF STENOGRAPHIC ERRORS. NO VARIATION OF THE AGREEMENT SHALL BE BINDING UPON HUSA UNLESS AND UNTIL SUCH VARIATION HAS BEEN ACCEPTED IN WRITING BY A DULY AUTHORIZED PERSON ON BEHALF OF HUSA. THIS AGREEMENT AND ALL DISPUTES AND LEGAL ACTIVITIES SHALL BE GOVERNED BY AND CONDUCTED AS SET FORTH IN THESE TERMS.

### 1. DEFINITIONS

a. "**Accepted Proposal**" means the proposal for Services submitted by HUSA in response to a TIPS posting that has been accepted by the TIPS Member and agreed between the parties. These Terms are an essential part of every HUSA proposal and must be executed by each party for a proposal to be deemed accepted.

b. "**Person**" means (whether or not capitalized) an individual, corporation, business trust, estate, trust, partnership, association, joint venture, or other legal or commercial entity. This term also includes a government or governmental subdivision, agency or instrumentality.

c. **"TIPS Member"** means any public entity or qualifying non-profit that has properly joined or utilizes The Interlocal Purchasing System ("**TIPS**").

### 2. SERVICES

The services to be performed by HUSA for the TIPS Member shall be detailed and described in the Accepted Proposal (the "**Services**"). Any modifications of the Accepted Proposal and/or any Services set forth therein must be in writing and agreed between the parties to be effective. All costs of changes to the Accepted Proposal and/or any Services requested by the TIPS Member will be at the TIP Member's expense, subject to these Terms.

**3. FEES**

a. Fees: The fee ("**Fee**") for the Services shall be as agreed in the Accepted Proposal. Any changes to the Fee must be in writing and agreed between the parties to be effective; provided, however, that, if the changes to the Fee results in pricing that is not already included in the TIPS pricing and approved by TIPS, such pricing will not be effective until it is approved by TIPS. Any changes to the Services requested by the TIPS Member, or required by law or regulation or deemed necessary by HUSA may cause additional fees and costs.

b. Taxes: The TIPS Member shall be responsible and liable for the payment of all taxes, however designated or incurred, which are paid or payable as a result of or otherwise in connection with the Agreement, including, without limitation, federal, provincial and local, excise, sales, use, goods and services, value added and any taxes or other amounts in lieu thereof, except for any taxes based on HUSA's net income (collectively, "Taxes"). Notwithstanding the foregoing or anything herein to the contrary, (a) this provision shall not apply if the TIPS Member is tax-exempt and it promptly provides HUSA with a copy of its tax exemption certificate or other proof of tax-exempt status, and (b) the laws and regulations regarding Taxes applicable to the TIPS Member shall control in the event of a conflict.

c. Payment Terms

i. All payments must be made in cash in U.S. Dollars unless otherwise agreed in writing by HUSA. If the currency conversion rate utilized by the TIPS Member in making any payment results in the payment of an amount less than the full amount due in U.S. Dollars for any reason (including, without limitation, a change in the exchange rate between the conversion date and date of actual payment), the TIPS Member shall pay any such shortfall to HUSA immediately upon HUSA's demand.

ii. When HUSA is engaged to perform full program management including all field correlation activities, 90% of payment is due upon completion of field testing. The remaining 10% is billed upon submission of a draft report.

iii. All invoices are Net 30 and will be due and payable no later than 60 days from the date of invoice.

iv. All payments made by the TIPS Member shall be calculated without reference to any back charge, set-off or counterclaim and shall be made free and clear of and without deduction for or on account of any back charge, set-off or counterclaim.

v. All fees, expenses and other payments under the Agreement shall be paid without giving effect to any Taxes. If the TIPS Member is required by law to deduct or withhold any amounts with respect to any Taxes or if any Taxes are required to be paid by HUSA as a result or arising out of the Agreement, the TIPS Member shall pay HUSA such additional amounts as shall be required so that the net amount received by HUSA from the TIPS Member after such deduction, withholding or payment shall equal the amounts otherwise payable to HUSA under the Agreement. If any Taxes are payable with respect to the Fee paid or payable to HUSA under this Agreement, HUSA will add the amount of such Taxes to its invoice and the TIPS Member shall pay HUSA such Taxes.

d. Late Payments: Where the TIPS Member fails to pay the Fees in accordance with these Terms, HUSA shall have the right, in addition to any other rights or remedies available to it, to charge, and the TIPS Member agrees to pay, interest on such overdue amounts at the rate of the greater of one percent (1.0%) and the maximum amount permitted by law, per month calculated daily, compounded monthly both before and after any court judgement in respect of the same from the date such payment was due including attorney

fees. In addition, HUSA may suspend the performance of Services if any undisputed Fees are not paid to HUSA in accordance with this Agreement.

e. TIPS Member Financial Conditions: If, during the period of performance of the Agreement, the financial condition of the TIPS Member is determined by HUSA not to justify the terms of payment specified, HUSA may demand full or partial payment in advance before performing (or continuing to perform) under the Agreement, or satisfactory security or guarantees that invoices will be promptly paid when due, or, at its option, without prejudice to other lawful remedies, may defer delivery or cancel the Agreement.

f. Cost of Collection: The TIPS Member shall be responsible and liable for paying all costs and expenses incurred by HUSA associated with any collections and related efforts (including without limitation reasonable attorneys' fees and costs).

**4. WARRANTY**

a. HUSA warrants that it will perform the Services in accordance with the specifications agreed in the Accepted Proposal and in compliance with applicable law. This warranty shall expire twelve (12) months from the date on which the Services were performed. In the event the Services do not conform to this warranty, HUSA will reperform such nonconforming Services. If the Services cannot be reperformed, HUSA shall refund the amount paid by the TIPS Member for such nonconforming Services. The TIPS Member's exclusive remedy and HUSA's sole obligation under this warranty shall be limited to such reperformance or refund.

b. HUSA further warrants that any parts provided in connection with the Services will be free from defects. This warranty shall expire twelve (12) months from the date on which the part was provided by HUSA to the TIPS Member. In the event a part is defective, HUSA shall, at its sole option, either (1) repair or replace the defective part or components thereof, or (2) refund the price paid for the defective part to the TIPS Member. The TIPS Member's exclusive remedy and HUSA's sole obligation under this warranty shall be limited to such repair, replacement or refund, and shall be conditioned upon HUSA receiving written notice of any defect within a reasonable period of time after the defect was discovered or by reasonable care should have been discovered. In no event shall HUSA's liability for such defective part exceed the price paid by the TIPS Member for such part.

c. **DISCLAIMER**. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, HUSA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, WITH RESPECT TO SUITABILITY, DURABILITY, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. HUSA DOES NOT REPRESENT OR WARRANT (I) THAT THE SERVICES WILL MEET THE TIP MEMBER'S NEEDS OR EXPECTATIONS OR WILL BE AVAILABLE FOR USE AT ANY PARTICULAR TIME, OR (II) THAT THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE. EXCEPT AS SET FORTH HEREIN, THE SERVICES ARE PROVIDED STRICTLY ON AN "AS IS," "AS AVAILABLE" BASIS.

**5. LIMITATION OF LIABILITY**

a. Exclusion of Consequential Damages: IN NO EVENT SHALL HUSA BE LIABLE TO THE TIPS MEMBER OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT

LIMITATION, ANY DAMAGE OR INJURY TO BUSINESS EARNINGS, LOSS OF DATA, LOST PROFITS OR GOODWILL, ANY INTERRUPTION, INACCURACY OR ERROR AND/OR PERSONAL INJURY SUFFERED BY ANY PERSON ARISING FROM AND/OR RELATED WITH AND/OR CONNECTED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER BASED ON A WARRANTY CLAIM OR ON A CLAIM OR ACTION OF AGREEMENT, TORT, OR OTHERWISE, EVEN IF HUSA IS ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

b. Time Limit for Claims: ANY AND ALL CLAIMS, DEMANDS AND ACTIONS THE TIPS MEMBER HAS OR MAY HAVE AGAINST HUSA OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, OR AGENTS ARISING FROM OR IN CONNECTION WITH THE AGREEMENT MUST BE COMMENCED BY THE TIPS MEMBER WITHIN TWENTY-FOUR (24) MONTHS OF THE DATE THAT THE CAUSE OF ACTION FIRST AROSE. ANY AND ALL CLAIMS NOT COMMENCED WITHIN THIS TIME PERIOD WILL BE DEEMED WAIVED AND ABSOLUTELY BARRED. IN NO EVENT SHALL ANY CLAIM OF THE TIPS MEMBER BE COMMENCED AFTER ANY APPLICABLE STATUTORY LIMITATION HAS PASSED.

c. Limitation of Damages: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY THE TIPS MEMBER AGAINST HUSA WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, INCLUDING A BREACH BY HUSA OF ANY OF ITS OBLIGATIONS (WHETHER OR NOT A FUNDAMENTAL BREACH), THE TIP MEMBER'S EXCLUSIVE REMEDY SHALL BE TO RECEIVE FROM HUSA PAYMENT FOR ACTUAL AND DIRECT DAMAGES UP TO THE LIMIT OF THE APPLICABLE INSURANCE PROVIDED BY HUSA (AS SET FORTH IN SECTION 7 BELOW) IN CONNECTION WITH ITS SERVICES IN QUESTION. THE TIPS MEMBER ACKNOWLEDGES AND AGREES THAT: (A) THE ESSENTIAL PURPOSE OF THIS SECTION 5(C) IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY; (B) THE FEES WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF HUSA WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN; AND (C) HUSA HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE SERVICES TO THE TIPS MEMBER.

d. Claims Against HUSA: The TIPS Member acknowledges and agrees that, to the fullest extent permitted by law, HUSA shall be the TIPS Member's sole and exclusive source for damages arising out of or in connection with the Services being provided under this Agreement, and no claim shall be brought against any employees, directors, officers, shareholders or partners of HUSA, unless the claim arises from the fraud, dishonesty or illegal acts of the person providing the Services.

e. Proportional Liability: If the TIPS Member sustains any Damages (as defined below) for which HUSA and another person are jointly and severally liable, the TIPS Member agrees that the loss it can recover from HUSA shall be limited so as to be proportional to HUSA's relative contribution to the fault that caused the Damages.

**6. INDEMNITY**

a. To the extent permitted by the laws and constitution of the TIPS Member's State, the TIPS Member agrees to indemnify, defend and hold HUSA and its employees, directors, officers, shareholders or partners (collectively, "**HUSA Indemnitees**") harmless from and against any and all claims, actions, lawsuits, proceedings, damages, losses, liabilities, penalties, fines, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "**Damages**") arising from, related to or in connection with the fraud, gross negligence or willful misconduct of the TIPS Member or its affiliates and its and their employees, directors, officers, shareholders or partners.

b. HUSA agrees to indemnify, defend and hold the TIPS Member harmless from and against any and all Damages arising from, related to or in connection with the negligence or willful misconduct of HUSA or its employees, directors, officers, shareholders or partners.

**7. INSURANCE**

a. Minimum Coverage. HUSA will maintain no less than the following insurance coverages and limits during the term of this Agreement (each, a "**Policy**" and collectively, the "**Policies**").
   i. Commercial General Liability ("**CGL**"): combined single limit of $1,000,000 per occurrence and $2,000,000 in the aggregate;
   ii. Automobile Liability ("**Auto**"): combined single limit of $1,000,000 with coverage for owned and leased automobiles. Automobile coverage is only necessary if HUSA's vehicles are used in the provision of Services hereunder and/or are brought onto the TIPS Member's site;
   iii. Worker's Compensation: statutory limits for the jurisdiction in which HUSA provides Services hereunder;
   iv. Employers Liability: $1,000,000 per accident/disease; and
   v. Umbrella Liability: $1,000,000 per occurrence and in the aggregate.

b. Additional Insured. HUSA will add the TIPS Member as an additional insured on each of the CGL and Auto Policy if being used to meet the standard of the General Liability and Automobile Liability.

c. Certificates of Insurance. Upon written request of the TIPS Member, HUSA shall provide the TIPS Member with current valid certificates of insurance verifying that the insurance requirements have been met and the Policies are in full force and effect.

d. Notification. All Policies will [not be suspended, voided, cancelled, non-renewed or reduce below the coverages or limits set out in (a) above unless replaced by a policy with at least the same coverages or limits as the prior Policy except after thirty (30) days' prior written notice has been given to the TIPS Member by certified mail, return receipt requested] [provide a minimum thirty (30) day endeavor to notify the TIPS Member, when available, by HUSA's insurer].

e. Damages. The TIPS Member waives all rights against HUSA and its employees, directors, officers, shareholders or partners for recovery of damages to the extent these damages are covered by the Policies maintained as required herein.

**8. FORCE MAJEURE**

HUSA is not responsible or liable for any delays or nonperformance arising from or in connection with any act of the TIPS Member or any person acting on the TIPS Member's behalf, earth movement, fire, flood, explosion, the elements, other catastrophes, acts of God, war, riot, civil disturbance, strike, lockout, refusal of employes to work, labor disputes, shortage, acts of any governmental or regulatory authority substantially affecting HUSA's operations, in the event HUSA suspends or discontinues business for any reason, or for any other reason beyond HUSA's reasonable control.

**9. GOVERNING LAW; VENUE**

Each of the TIPS Member and HUSA expressly agree that (a) this Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to the conflict of laws provisions thereof, and (b) any action or proceeding relating to this Agreement shall be brought exclusively in a State court of competent jurisdiction located in Denton County, Texas, or, if a Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas. Each Party hereby irrevocably consents to the jurisdiction of such courts and waives any objections it may have to personal jurisdiction, venue or forum. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

**10. TERM; TERMINATION**

a. Term: This Agreement shall commence as of the date the parties execute these Terms and shall continue until the completion of HUSA's Services, unless terminated earlier in accordance with this Agreement.

b. Termination for Convenience: Either party may terminate this Agreement at any time by providing thirty (30) days' prior written notice to the other party.

c. Termination for Cause: This Agreement may be terminated immediately upon written termination from one party (the "**Terminating Party**") to the other (the "**Terminated Party**") if any of the following occur:

   i. the Terminated Party defaults in the performance of any of its material duties under this Agreement and, after written notice of such default, fails to cure such default within thirty (30) days (or, if such default cannot be cured in such time, does not give within thirty (30) days such assurance of cure as shall be reasonably satisfactory to the Terminating Party);
   ii. the Terminated Party is dissolved (other than pursuant to a consolidation, amalgamation or merger) or has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);
   iii. a court having jurisdiction in the premises shall enter a decree or order for relief, and such decree or order shall not have been vacated within sixty (60) days, in respect of the Terminated Party in any involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appoint a receiver, liquidator, assignee, trustee, administrator, sequestrator or similar official for the Terminated Party or any substantial part of its property or order the winding-up or liquidation of its affairs; or
   iv. the Terminated Party commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, consents to the entry of any order for relief in an involuntary case under any such law, consents to the appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator or similar official for the Terminated Party or any substantial part of its property, consents to the taking of possession by any such official or any substantial part of its property, makes any general assignment for the benefit of creditors or fails generally to pay its debts as they become due.

   Each Party hereunder agrees that, if any of the events specified in clauses (ii), (ii) or (iv) of this Section 9(c) occurs, it shall use reasonable efforts to give written notice thereof to the other Party within five (5) business days after the occurrence of such event.

d. Effect of Termination: Upon termination of this Agreement by any party, HUSA shall immediately cease the performance of the Services and the TIPS Member shall be liable for payment of all fees, costs and other expenses and disbursements accrued or incurred up to the date of such termination in accordance with this Agreement.

**11. MISCELLANEOUS**

a. Field Representative: A HUSA Field Representative may assist the TIPS Member, however, that Representative has no authority to bind HUSA in any way. HUSA shall not be held liable or responsible for any instructions or technical advice in connection with the Services hereunder.

b. Compliance with Laws: HUSA will not undertake any Services that are prohibited by government regulation or the laws of the United States or the State of Texas or, as the case may be, by government regulation or the laws of any jurisdiction in which the Services are carried out or in which the TIPS Member is incorporated or has its principal place of business. HUSA will also not directly or indirectly pay or promise to pay, or authorize the payment of any money, or give, promise to give or authorize the giving of anything of value to any person, including any government official, legal professional or person affiliated with a legal organization or institution, to obtain improper information or secure any improper advantage for the TIPS Member in the course of carrying out the Services.

c. Relationship of Parties: As between themselves, the parties are independent contractors. Neither party will be deemed to be an employee, agent, partner, joint venturer, or legal representative of the other party for any purpose, and neither party will have any right, power, or authority to obligate the other party.

d. Binding Agreement: This Agreement shall be binding upon and shall endure to the benefit of HUSA and the TIPS Member and their respective heirs, executors, administrators, receivers, legal representatives, successors and permitted assigns.

e. Assignment: Notwithstanding anything to the contrary contained herein, the obligations of HUSA under these Terms may be assigned or delegated to any company affiliated with HUSA, including all subsidiaries of HUSA and its employees and agents, provided that HUSA shall remain responsible to the TIPS Member as otherwise provided.

f. Severability: In the event that any provision (or any portion of a provision) of these Terms shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision hereof and these Terms shall be construed as if such invalid, illegal or unenforceable provision (or portion of a provision) had never been contained herein in regards to that particular jurisdiction.

g. Publicity: HUSA may disclose the existence of these Terms, the Agreement or the relationship between the parties. Without HUSA's prior written consent, the TIPS Member shall not use HUSA's name, logo, trademark or service mark and shall not issue any press release or otherwise make any public statements with respect to this Agreement or the contemplated arrangement hereunder.

h. Waiver. No provision of, right or privilege under this Agreement shall be deemed to have been waived by any act, delay, omission or acquiescence on the part of any party, its agents or employees, but only by an

instrument in writing duly executed by both parties. No waiver by any party of any breach or default of any provision of this Agreement by the other party shall be effective as to any other breach or default, whether of the same or any other provision and whether occurring prior to, concurrent with, or subsequent to the date of such waiver.

i. Counterparts. This Agreement may be executed in counterparts (which may be exchanged by fax or PDF), each of which will be deemed an original, but all of which together will constitute the same Agreement.

**TIPS CONTRACT** 240501

**REQUIRED CONFIDENTIALITY CLAIM FORM**

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: Hydromax USA LLC

Vendor Authorized Signatory Name: Shane Majetich

Vendor Authorized Signatory Title: Vice President

Vendor Authorized Signatory Email: shane.majetich@hydromaxusa.com

Vendor Address: 3700 River Walk Drive, Suite 145

City: Flower Mound State: TX Zip Code: 75028

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

**OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS**

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: NA

Authorized Signature: _____

**OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS**

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Shane Majetich

**TIPS VENDOR AGREEMENT SIGNATURE FORM**

**TIPS RFP 240501 MRO (MAINTENANCE, REPAIR, AND OPERATIONS OF FACILITIES AND GROUNDS) SUPPLIES, EQUIPMENT, TOOL RENTAL, SALES AND SERVICES**

Vendor Name: Hydromax USA LLC

Vendor Address: 3700 River Walk Drive, Suite 145

City: Flower Mound State: TX Zip Code: 75028

Vendor Authorized Signatory Name: Shane Majetich

Vendor Authorized Signatory Title: Vice President

Vendor Authorized Signatory Phone: (813) 305-6610

Vendor Authorized Signatory Email: shane.majetich@hydromaxusa.com

Vendor Authorized Signature: Shane Majetich Date: 6/20/24

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: _____ Date: _____

**TIPS VENDOR AGREEMENT**

**TIPS RFP 240501 MRO (MAINTENANCE, REPAIR, AND OPERATIONS OF FACILITIES AND GROUNDS) SUPPLIES, EQUIPMENT, TOOL RENTAL, SALES AND SERVICES**

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Hydromax USA LLC

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    **Actual Effective Date:** Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    **Term Calculation Start Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    **Example of Term Calculation Start Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    **Contract Expiration Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

    **Example of Contract Expiration Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

    **Option(s) for Renewal:** Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    **Example of Option(s) for Renewal:** In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN**

**WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).**

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. **Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

| | |
|---|---|
| General Liability: | $1,000,000 each Occurrence/Aggregate |
| Automobile Liability: | $300,000 Includes owned, hired & non-owned |
| Workers' Compensation: | Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement. |
| Umbrella Liability: | $1,000,000 each Occurrence/Aggregate |

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

**Cleanup:** When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered Sex Offender Restrictions:** For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety Measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**Smoking:** Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

**TIPS VENDOR AGREEMENT**

**TIPS RFP 240501 MRO (MAINTENANCE, REPAIR, AND OPERATIONS OF FACILITIES AND GROUNDS) SUPPLIES, EQUIPMENT, TOOL RENTAL, SALES AND SERVICES**

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Hydromax USA LLC

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    **Actual Effective Date:** Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    **Term Calculation Start Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    **Example of Term Calculation Start Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    **Contract Expiration Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

    **Example of Contract Expiration Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

    **Option(s) for Renewal:** Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    **Example of Option(s) for Renewal:** In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN**

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS.** APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. **Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

| | |
|---|---|
| General Liability: | $1,000,000 each Occurrence/Aggregate |
| Automobile Liability: | $300,000 Includes owned, hired & non-owned |
| Workers' Compensation: | Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement. |
| Umbrella Liability: | $1,000,000 each Occurrence/Aggregate |

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

**Cleanup:** When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered Sex Offender Restrictions:** For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety Measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**Smoking:** Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

**TIPS VENDOR AGREEMENT SIGNATURE FORM**

**TIPS RFP 240501 MRO (MAINTENANCE, REPAIR, AND OPERATIONS OF FACILITIES AND GROUNDS) SUPPLIES, EQUIPMENT, TOOL RENTAL, SALES AND SERVICES**

Vendor Name: Hydromax USA LLC

Vendor Address: 3700 River Walk Drive, Suite 145

City: Flower Mound State: TX Zip Code: 75028

Vendor Authorized Signatory Name: Shane Majetich

Vendor Authorized Signatory Title: Vice President

Vendor Authorized Signatory Phone: (813) 305-6610

Vendor Authorized Signatory Email: shane.majetich@hydromaxusa.com

Vendor Authorized Signature: Shane Majetich Date: 6/20/24

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 7/18/2024

# 240501
# Hydromax USA LLC
# Supplier Response

## Event Information

Number: 240501
Title: MRO (Maintenance, Repair, and Operations of Facilities and Grounds) Supplies, Equipment, Tool Rental, Sales and Services
Type: Request for Proposal
Issue Date: 5/2/2024
Deadline: 6/21/2024 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

**IF YOU HOLD TIPS CONTRACTS 210304 MRO SUPPLIES AND EQUIPMENT YOU MUST RESPOND TO THIS SOLICITATION BECAUSE YOUR SPECIFIC CONTRACT IS BEING REPLACED BY THIS CONTRACT. IF YOU ALREADY HOLD TIPS CONTRACT 230505 MRO (“230505”) OR 220605 MRO ("220605") YOU DO NOT NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU WISH TO REPLACE 230505 OR 220605 AT THIS TIME. IF YOU HOLD 230505 OR 220605, CHOOSE TO RESPOND HEREIN, AND ARE AWARDED ON THIS CONTRACT, YOUR 230505 OR 220605 CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT. THERE IS NO ADVANTAGE TO REPLACING YOUR 230505 OR 220605 CONTRACT WITH THIS CONTRACT UNLESS YOU ARE DISPLEASED**

**WITH SOME LIMITATION, PRICING/DISCOUNTS OR OTHERWISE, THAT YOUR ENTITY SUBMITTED IN YOUR ORIGINAL 230505 OR 220605 PROPOSAL.**

## Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

## Hydromax USA LLC Information


| | |
|---|---|
| Contact: | Andrew Apgar |
| Address: | 3700 River Walk Drive<br>Suite 145<br>Flower Mound, TX 75028 |
| Phone: | (863) 398-9202 |
| Email: | andrew.apgar@hydromaxusa.com |
| Web Address: | www.hydromaxusa.com |


By submitting your response, you certify that you are authorized to represent and bind your company.

Andrew Apgar
*Signature*

andrew.apgar@hydromaxusa.com
*Email*

*Submitted at 6/20/2024 09:00:14 AM (CT)*

## Requested Attachments

### Vendor Agreement

240501 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

### Vendor Agreement Signature Form

240501 Vendor Agreement Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

### Pricing Form 1

240501 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

### Pricing Form 2

240501 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

### Required Confidentiality Claim Form

240501 Required Confidentiality Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

### Reference Form

240501 Reference Form.xls

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

### Current Form W-9

HUSA W-9 2024.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

### Alternate or Supplemental Pricing Documents

*No response*

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

### Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

*No response*

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

### Supplemental Vendor Information (Supplemental Vendor Information Only)

*No response*

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

### Certificates & Licenses (Supplemental Vendor Information Only)

*No response*

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

### Vendor Logo (Supplemental Vendor Information Only)

*No response*

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

### Disclosure of Lobbying Activities - Standard Form - LLL

*No response*

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

### Conflict of Interest Questionnaire - Form CIQ

*No response*

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

## Bid Attributes

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| 1 | **Disadvantaged/Minority/Women Business & Federal HUBZone**<br>Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?<br><br>If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.<br>NO |

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| 2 | **Historically Underutilized Business (HUB)**<br>Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?<br><br>If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.<br><br>No |
| 3 | **National Coverage**<br>Can the Vendor provide its proposed goods and services to all 50 US States?<br>Yes - All 50 States |
| 4 | **States Served**<br>If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.<br><br>*No response* |
| 5 | **Description of Vendor Entity and Vendor's Goods & Services**<br>If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.<br>Hydromax USA performs water and wastewater asset management services, including: valve assessment, fire hydrant testing and maintenance, flushing, unidirectional flushing, leak detection, pipeline condition assessment, sewer cleaning, sewer CCTV inspection, smoke testing, flow metering, SONAR, LiDAR, and multi-sensor inspections. |
| 6 | **Primary Contact Name**<br>Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.<br>Andrew Apgar |
| 7 | **Primary Contact Title**<br>Primary Contact Title<br>Vice President of Sales |
| 8 | **Primary Contact Email**<br>Please enter a valid email address that will definitely reach the Primary Contact.<br>andrew.apgar@hydromaxusa.com |
| 9 | **Primary Contact Phone**<br>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).<br><br>Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.<br>8633989202 |

**10 Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8178872317

**11 Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

863989202

**12 Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Shane Majetich

**13 Secondary Contact Title**

Secondary Contact Title

Vice President

**14 Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

shane.majetich@hydromaxusa.com

**15 Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8133056610

**16 Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8178872317

**17 Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8133056610

**18 Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Andrew Apgar

**19 Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

andrew.apgar@hydromaxusa.com

**20 Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8633989202

**21 Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Andrew Apgar

**22 Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

andrew.apgar@hydromaxusa.com

**23 Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8633989202

**24 Company Website**

Company Website (Format - www.company.com)

hydromaxusa.com

**25 Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

*No response*

**26 Primary Address**

Primary Address

3700 River Walk Drive, Suite 145

**27 Primary Address City**

Primary Address City

Flower Mound

**28 Primary Address State**

Primary Address State (2 Digit Abbreviation)

TX

**29 Primary Address Zip**

Primary Address Zip

75028

**30 Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

AWWA, M44, M17, water, valve, hydrant, leak, sewer, wastewater.

**31 Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

Yes

**32 Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

Flower Mound

**33 Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

Texas

**34 Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

20

**35 Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

**36** **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

**Please read thoroughly and carefully as an error on your response can render your contract award unusable.**

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

***What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.***

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

**Example:** In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

***What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?***

0%

**37** **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

**38** **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

No

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| 39 | **"Catalog Pricing" and Pricing Requirements**<br>**<u>This is a requirement of the TIPS Contract and is non-negotiable.</u>**<br><br>In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:<br><br>"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:<br><br>A. is regularly maintained by the manufacturer or Vendor of an item; and<br><br>B. is either published or otherwise available for review by TIPS or a customer during the purchase process;<br><br>C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.<br><br>If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.<br><br>YES |

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| 40 | **EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**<br>Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.<br><br>If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.<br><br>Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?<br><br>Yes, Vendor agrees |

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| 41 | **TIPS Sales Reporting Requirements**<br>**This is a requirement of the TIPS Contract and is non-negotiable.**<br>By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:<br><br>(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;<br><br>(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.<br><br>No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. |
| 42 | **TIPS Administration Fee Requirement and Acknowledgment**<br>**This is a requirement of the TIPS Contract and is non-negotiable.**<br><br>The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.<br><br>By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale. |
| 43 | **TIPS Member Access to Vendor Proposal & Documentation**<br>**This is a requirement of the TIPS Contract and is non-negotiable.**<br>Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing. |

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| 44 | **Non-Collusive Bidding Certificate**<br>**This is a requirement of the TIPS Contract and is non-negotiable.**<br><br>By submission of this proposal, the Vendor certifies that:<br><br>1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;<br><br>2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor:<br><br>3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and<br><br>4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf; |

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| 45 | **Antitrust Certification Statements (Tex. Government Code § 2155.005)**<br>**This is a requirement of the TIPS Contract and is non-negotiable.**<br><br>By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:<br><br>(1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;<br><br>(2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;<br><br>(3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;<br><br>(4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid 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. |

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| 46 | **Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**<br>**This is a requirement of the TIPS Contract and is non-negotiable.**<br><br>Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.<br><br>By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance. |

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| 47 | **Required Confidentiality Claim Form**<br>**This is a requirement of the TIPS Contract and is non-negotiable.**<br><br>TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.<br>If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.<br><br>Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential. |

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| 48 | **Non-Discrimination Statement and Certification**<br>**This is a requirement of the TIPS Contract and is non-negotiable.**<br><br>In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).<br>Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.<br><br>☑ Yes, I certify |

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| 49 | **Limitation of Vendor Indemnification and Similar Clauses**<br>**This is a requirement of the TIPS Contract and is non-negotiable.**<br><br>TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."<br><br>Does Vendor agree?<br>☑ Yes, I Agree |

**50**

## Alternative Dispute Resolution Limitations

**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes, Vendor agrees

**51**

## No Waiver of TIPS Immunity

**This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees

**52**

## Payment Terms and Funding Out Clause

**This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees

**53**

## Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes, Vendor certifies

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| 54 | **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**<br>If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.<br><br>When applicable, does Vendor certify?<br>Yes, Vendor certifies |

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| 55 | **Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)**<br>Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.<br><br>Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.<br><br>For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.<br><br>When applicable, does Vendor certify?<br>Yes, Vendor certifies |

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| 56 | **Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)**<br><br>If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.<br><br>Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.<br><br>For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”<br><br>“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”<br><br>When applicable, does Vendor certify?<br><br>Yes, Vendor certifies |

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| 57 | **Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)**<br><br>If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.<br><br>As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”<br><br>Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.<br><br>When applicable, does Vendor certify?<br><br>Yes, Vendor certifies |

**58** **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

**59** **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a 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.”

Subsection (b) states, "a 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.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

**60**

**Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

*No response*

**61**

**Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

**62**

**Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

**63**

**Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

**64**

**Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

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| 65 | **Regulatory Good Standing Certification - Explanation - Continued**<br>If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.<br><br>*No response* |

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| 66 | **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**<br>**Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**<br><br>1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.<br><br>2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.<br><br>3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.<br><br>4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.<br><br>5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.<br><br>6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.<br><br>7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.<br><br>8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.<br><br>9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment. |

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| 67 | **Suspension or Debarment Certification**<br>Read the instructions in the attribute above and then answer the following accurately.<br><br>Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.<br><br>Does Vendor certify?<br><br>Yes, Vendor certifies |

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| 68 | **Vendor Certification of Criminal History - Texas Education Code Chapter 22**<br>Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.<br><br>**DEFINITIONS**<br><br>**Covered employees:** Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.<br><br>**Disqualifying criminal history:** Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.<br><br>**Vendor certifies:**<br><br>**NONE (Section A):** None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.<br><br>**OR**<br><br>**SOME (Section B):** Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.<br><br>Which option does Vendor certify?<br>Yes, I certify - NONE (Section A) |

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| 69 | **Certification Regarding "Choice of Law" Terms with TIPS Members**<br>Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.<br><br>If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.<br><br>Does Vendor agree?<br><br>Yes, Vendor agrees |
| 70 | **Certification Regarding "Venue" Terms with TIPS Members**<br>Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.<br><br>If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.<br><br>Does Vendor agree?<br>Yes, Vendor agrees |
| 71 | **Certification Regarding "Automatic Renewal" Terms with TIPS Members**<br>Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.<br><br>If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.<br><br>Does Vendor agree?<br>Yes, Vendor agrees |

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| 72 | **Certification Regarding "Indemnity" Terms with TIPS Members**<br>Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.<br><br>If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.<br><br>Does Vendor agree?<br>Yes, Vendor agrees |
| 73 | **Certification Regarding "Arbitration" Terms with TIPS Members**<br>Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable.<br>If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.<br><br>Does Vendor agree?<br>Yes, Vendor agrees |
| 74 | **2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**<br>TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.<br><br>Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**<br><br>If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications. |

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| 75 | **2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**<br>This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.<br><br>If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?<br><br>Yes |
| 76 | **2 CFR Part 200 or Federal Provision - Contracts**<br>Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), 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.<br><br>Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.<br><br>Does vendor agree?<br>Yes, Vendor agrees |
| 77 | **2 CFR Part 200 or Federal Provision - Termination**<br>Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)<br><br>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.<br><br>Does vendor agree?<br>Yes, Vendor agrees |

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| 78 | **2 CFR Part 200 or Federal Provision - Clean Air Act**<br>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).<br>Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.<br>Does vendor agree?<br>Yes, Vendor agrees |
| 79 | **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment**<br>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.<br><br>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).<br><br>Does Vendor agree?<br><br>Yes, Vendor agrees |

**80**

## 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

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

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

**81**

## 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

**82**

## 2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under 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, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under 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, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

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| 83 | **2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials**<br>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.<br><br>Does vendor certify that it is in compliance with these provisions?<br>Yes, Vendor certifies |
| 84 | **2 CFR Part 200 or Federal Provision - Rights to Inventions**<br>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.<br>Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.<br>Does vendor certify?<br>Yes, Vendor certifies |

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| 85 | **2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions**<br>As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.<br><br>Vendor certifies that it 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. For purposes of 2 CFR Part 200.322,<br><br>“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.<br><br>“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.<br><br>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).<br><br>Does Vendor Certify?<br>Yes, Vendor certifies |

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| 86 | **2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**<br>ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.<br><br>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.<br><br>Does vendor certify?<br>Yes, Vendor certifies |

**87**

## 2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

**88**

## 2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

**89**

## 2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

**90**

## 2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

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

Does Vendor certify?

Yes, Vendor certifies

**91**

## 2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

**If and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

**92**

## 2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

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| 93 | **2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy**<br>Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.<br><br>Does Vendor certify?<br>Yes, Vendor certifies |
| 94 | **2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations**<br>For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements 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.<br><br>Does Vendor certify?<br>Yes, Vendor certifies |
| 95 | **2 CFR Part 200 or Federal Provision - Record Retention Requirements**<br>For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.<br><br>Does Vendor certify?<br>Yes, Vendor certifies |
| 96 | **2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**<br>Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?<br><br>If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.<br>YES |

| | |
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| 97 | **2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**<br><br>**Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.**<br><br>Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.<br><br>(b) Affirmative steps must include:<br><br>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;<br><br>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;<br><br>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;<br><br>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;<br><br>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and<br><br>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.<br><br>Does Vendor certify?<br><br>Yes, Vendor certifies |

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| 98 | **ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**<br><br>By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.<br><br>Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation. |

| | |
|---|---|
| TIPS 240501 MRO (Maintenance, Repair, and Operations of Facilities and Grounds) Supplies, Equipment, Tool Rental, Sales and | Hydromax USA LLC |

# TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

| Customer Entity Name | Customer Contact | Valid Contact Email | Valid Contact Phone |
|---|---|---|---|
| Example: ABC University | Director John Doe | jdoe@abcuniverisity.edu | 800-111- 2222 |
| City of Raleigh (North Carolina) | David Woodlief | charles.woodlief@raleighnc.gov | 919-996-4526 |
| City of Houston (Texas) | Alex Rodriguez | alejandro.rodriguez@houstontx.gov | 346-293-5195 |
| City of Plano (Texas) | Drew Zaeske | dzaeske@plano.gov | 972-769-4217 |
| San Antonio Water System (Texas) | Chris Hawthorne | christopher.hawthorne@saws.org | 210-464-8238 |
| City of Tulsa (Oklahoma) | Monty Ragsdale | mragsdale@cityoftulsa.org | 918-527-0187 |
| Metro Water Services (Tennessee) | Felix Hernandez | felix.hernandez@nashville.gov | 615-862-4877 |
| | | | |
| | | | |
| | | | |

**TIPS CONTRACT** 240501

**REQUIRED CONFIDENTIALITY CLAIM FORM**

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: Hydromax USA LLC

Vendor Authorized Signatory Name: Shane Majetich

Vendor Authorized Signatory Title: Vice President

Vendor Authorized Signatory Email: shane.majetich@hydromaxusa.com

Vendor Address: 3700 River Walk Drive, Suite 145

City: Flower Mound State: TX Zip Code: 75028

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

**OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS**

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: NA

Authorized Signature: _____

**OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS**

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Shane Majetich

Sponsored by: City Manager

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE COUNTY OF DUPAGE'S CONTRACT #23-065-PW-250498 WITH INSITUFORM TECHNOLOGIES USA, LLC FOR SEWER MAIN REPAIR; IN AN AMOUNT NOT TO EXCEED SEVENTY-NINE THOUSAND SEVENTY-TWO DOLLARS AND SIX CENTS ($79,072.06); APPROVING EXECUTION OF THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Opa-Locka ("City Commission") desires to piggyback the County of DuPage's Contract #23-065-PW, for sewer main repair; and

**WHEREAS**, DuPage County, through its competitive selection process, awarded the Contract for Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure Contract #23-065-PW ("Contract") to Insituform Technologies USA, LLC ("Contractor") for substantially the same services sought by the City of Opa-locka ("City"); and

**WHEREAS,** the City has requested and the Contractor has agreed to perform the sewer main repair based on the pricing and terms and conditions of the Contract; and

**WHEREAS,** the Public Works Department is currently operating Pump Station No. 6 with a section of sewer main that has not been certified. This section of infrastructure was placed into service in 2011; however, as part of the original certification process, the City did not perform the required exfiltration testing; and

WHEREAS, certification of this sewer main segment is now a requirement under the City's most recent consent agreement with the Miami-Dade County Department of Regulatory and Economic Resources (DERM); and

WHEREAS, to certify this section of sewer main in compliance with DERM requirements using standard methods, the City would be required to excavate the area, impacting a recently resurfaced roadway; disconnect and cap all lateral connections; fill the main with water; and monitor for leaks. This process would be highly disruptive to residents and businesses and is estimated to cost in excess of $300,000; and

WHEREAS, as an alternative, staff consulted with the Florida Department of Environmental Protection (FDEP) regarding a less disruptive method that would

eliminate the need for exfiltration testing. FDEP has approved the use of cured-in-place pipe (CIPP) lining to rehabilitate the sewer main section and the estimated cost of this method is $79,072.00, providing a compliant, cost-effective solution while minimizing impacts to the roadway and customers; and

**WHEREAS**, the City desires to accept the Contractors pricing by piggy-backing the Contract, including all terms, conditions and pricing therein; and

**WHEREAS,** the term of this agreement shall begin on the date that it is fully executed and shall end on February 12, 2027; and

**WHEREAS**, the City Commission of the City of Opa-locka deems sewer main repair is vitally important to the residents of the City and desires to secure said services consistent with the Contract attached hereto as Exhibit "A" and authorizes the City Manager to execute the Agreement attached hereto as Exhibit "B"., in an amount not to exceed Seventy-Nine Thousand Seventy-Two Dollars.

**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 County of DuPage's Contract #23-065-PW-250498 with Insituform Technologies USA, LLC for sewer main repair, in an amount not to exceed Seventy-Nine Thousand Seventy-Two Dollars and Six Cents ($79,072.06).

**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, or the City Manager's designee, 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 _____, 2026.

_____
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 _____

Docusign Envelope ID: 947B8DF0-6EF0-4BD1-8887-668AC6756D06

# City of Opa-locka
# Agenda Cover Memo

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Department Director:** | Airia Austin | | | **Department Director Signature:** | Signed by: | | |
| **City Manager:** | Sha'mecca Lawson | | | **CM Signature** | Sha'mecca Lawson F4489A0D7D63447... | | |
| **Commission Meeting Date:** | 01.14.2026 | | **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** / **No** |
| | | | | | | X | X |
| **Funding Source:** *Account#:* | *(Enter Fund & Dept)* Ex: N/A<br>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:** | | **Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)* | | |
| | X | | **Enhance Organizational** ☐<br>**Bus. & Economic Dev** ■<br>**Public Safety** ☐<br>**Quality of Education** ☐<br>**Qual. of Life & City Image** ☐<br>**Communication** ☐ | | | | |
| **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 COUNTY OF DUPAGE'S CONTRACT # 23-065-PW-250498 WITH INSITUFORM TECHNOLOGIES USA, LLC TO PERFORM NEEDED SEWER MAIN REPAIR.**

## Staff Summary:

The Public Works Department is currently operating Pump Station No. 6 with a section of sewer main that has not been certified. This section of infrastructure was placed into service in 2011; however, as part of the original certification process, the City did not perform the required exfiltration testing. Certification of this sewer main segment is now a requirement under the City's most recent consent agreement with the Miami-Dade County Department of Regulatory and Economic Resources (DERM).

To certify this section of sewer main in compliance with DERM requirements using standard methods, the City would be required to excavate the area, impacting a recently resurfaced roadway; disconnect and cap all lateral connections; fill the main with water; and monitor for leaks. This

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process would be highly disruptive to residents and businesses and is estimated to cost in excess of $300,000.

As an alternative, staff consulted with the Florida Department of Environmental Protection (FDEP) regarding a less disruptive method that would eliminate the need for exfiltration testing. FDEP approved the use of cured-in-place pipe (CIPP) lining to rehabilitate the sewer main section. The estimated cost of this method is $79,072.00, providing a compliant, cost-effective solution while minimizing impacts to the roadway and customers.

**Financial Impact**

| Account | Title | Budget | Encumbrances/Expenses | Requested Expenditure | Remaining Balance |
|---|---|---|---|---|---|
| 35-535340 | Other Contracting Services | $391,000 | $179,089.94 | $79,072.00 | $132,838.06 |

## Proposed Action:

Staff recommend the City Commission authorize the City Manager to execute an agreement with Insituform to make these repairs.

## Attachment:

Insituform Proposal
Insituform contract Omnia LLC Contract - Parent - DuPage County - 23-065-PW-250498

# CITY OF OPA-LOCKA AGREEMENT FOR SEWER MAIN REPAIR

## Piggyback DuPage County Request for Proposal (RFP) #23-065-PW Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure

This Agreement is made this _____day of January 2026, between the City of Opa-locka, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 780 Fisherman Street, Opa-locka, Florida 33054 (the **"City"),** and Insituform Technologies USA, LLC whose address is Goddard Avenue, Chesterfield, Missouri 63005 (the **"Contractor").**

**WITNESSETH**

**WHEREAS,** the City is in need of a contractor to perform sewer man repair for the City; and

**WHEREAS,** DuPage County, through its competitive selection process, awarded a Contract for Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure Contract #23-065-PW ("Contract" hereafter) to the Contractor for substantially the same services sought by the City; and

**WHEREAS,** the City requested and the Contractor has agreed to honor the terms and pricing of the Contract; and

**WHEREAS,** the City desires to accept Contractor's pricing by piggy-backing the Contract including all terms, conditions and pricing therein; and

**WHEREAS,** the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

**NOW THEREFORE,** in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

**Section 1. Term.** The term of this Agreement commences upon full execution and ends February 12, 2027, as set forth in the Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure Contract #23-065-PW.

**Section 2. Contract Terms.** The Contractor agrees to provide the City with Sewer Main Repair in accordance with the City's requirements as set forth herein and the Standard Contract between DuPage County and the Contractor dated on or about February 13, 2024 (the "Contract"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes and are collectively referred to as the "Contract Documents" and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be this: Agreement, the DuPage County Contract and the Contractor's accepted proposal.

**Section 3. Scope of Work**

The following provisions are included:

A. City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices that have already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Shamecca Lawson, (City Manager). The City Manager shall be the City Representative and may be reached at (305) 953-2868 Ext. 1206.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten workdays of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Opa-locka shall be substituted for DuPage County with regard to any and all provisions of the DuPage County Contract, the RFP, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the Project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

**Section 4. Assignment.** Neither party may assign its rights or obligations under this Agreement without the consent of the other.

**Section 5. Notice .** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Shamecca Lawson, City Manager
City of Opa-locka
780 Fisherman Street
Opa-locka, Florida 33054

Copy To: Burnadette Norris-Weeks, P.A.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Contractor: Burton Keating

Insituform Technologies USA, LLC
580 Goddard Avenue
Chesterfield, MO 63005

**Section 6**. **Severability.** This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

**Section 7**. **E-Verify**. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2868, email: jflores@opalockafl.gov OR BY MAIL: City of – City Clerk's Office, 780 Fisherman Street, Opa-locka, FL, 33054.**

**IN WITNESS WHEREOF,** the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**CITY: City of Opa-locka**

By:_____

Shamecca Lawson, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCYFOR THE USE OF AND RELIANCE BY THE CITY OF OPA-LOCKA ONLY:

By:_____

City Attorney

Burnadette Norris-Weeks, P.A.

By:_____

Joanna Flores, City Clerk

**CONTRACTOR:**
**Insituform Technologies USA, LLC**

By: _____ Witness: _____

_____ _____
PRINT NAME

Date:_____

_____
TITLE

Date:_____

**EXHIBIT “A”**

**DUPAGE COUNTY, IL**

**Contract # 23-065-PW (2)**

*for*

Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure

*with*

**Insituform Technologies USA, LLC**

Effective: February 13, 2024

The following documents comprise the executed contract between the DuPage County, IL and Insituform Technologies USA, LLC, effective February 13, 2024:

I. Vendor Contract
II. Request for Proposal and Bid Information
III. Offeror's Response to the RFP, incorporated by reference

CONTRACT 23-065-PW BETWEEN INSITUFORM TECHNOLOGIES USA, LLC
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this 13th day of February, 2024, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and Insituform Technologies USA, LLC licensed to do business in the State of Illinois, located at 580 Goddard Avenue, Chesterfield, Missouri 63005 (hereinafter referred to as the CONTRACTOR).

**RECITALS**

WHEREAS, the COUNTY requires the goods and/or services specified in Bid 23-065-PW for its Department of Public Works, located at the DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:

- 1.1.a Project Information
- 1.1.b Instructions to Bidders
- 1.1.c General Conditions
- 1.1.d Special Conditions
- 1.1.e Insurance/Bonding Requirements and Certificates
- 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
- 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
- 1.1.h Exhibits
- 1.1.i County Purchase Order

1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.

1.3 In the event of a conflict between any of the above documents, the document control from top to bottom, i.e., "a" control over "b".

2.0 DURATION OF THIS CONTRACT

2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a three (3) year period beginning on 02/13/2024 and continuing through 02/12/2027.

2.2 The Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus renewals exceed five (5) years.

3.0 TERMINATION

3.1 Except as otherwise set forth in this AGREEMENT, County shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor's insolvency, bankruptcy, or receivership, in which case termination shall be effective immediately upon receipt of notice.

3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4.0 BID PRICES AND PAYMENT

4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.

4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

5.0 AMENDMENTS

5.1 This Contract may be amended by agreement of both parties.

5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

6.0 CONTRACT ENFORCEMENT – ATTORNEY'S FEES

6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

7.0 SEVERABILITY CLAUSE

7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

8.0 GOVERNING LAW

8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

9.0 ENTIRE AGREEMENT

9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.

9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

| **THE COUNTY OF DUPAGE, ILLINOIS** | **CONTRACTOR** |
|---|---|
| By: _____ SIGNATURE | By: _____ SIGNATURE |
| Valerie Calvente<br>PRINTED NAME | Patrizia H. Sordillo<br>PRINTED NAME |
| Chief Procurement Officer<br>PRINTED TITLE | Contracting & Attesting Officer<br>PRINTED TITLE |
| 02-16-2024<br>DATE | February 15, 2024<br>DATE |

The County of DuPage
Finance – Procurement, 3-400
421 North County Farm Road
Wheaton, Illinois 60187

**DUPAGE COUNTY**
**NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids will be received, and time stamped by the Procurement Officer for The County of DuPage ("County") on or before, November 28, 2023 at 2:30 p.m. (CT) at DuPage County, Finance – Procurement 3-400, 421 N. County Farm Road, Wheaton, IL 60187-3978 by qualified Offerors to provide services for the following contract: TRENCHLESS REHABILITATION AND MAINTENANCE OF PIPELINE INFRASTRUCTURE 23-065-PW. The County of DuPage, IL has determined that the competitive proposal method of procurement (RFP) will provide the best value for the County and Participating Public Agencies as the intent of this solicitation is to maintain and extend the useful life of existing structures. The terminology Bid, Proposal, Response, Bidder, Proposer, Firm, Offeror, Contractor, Vendor, and Contractor, Awarded Supplier, Offeror may be interchanged. To receive a bid, including bid specification, at no cost, prospective bidders must complete and provide the Apprenticeship or Training Program Certification for compliance with the County's Responsible Bidder's Ordinance to the Finance Department by email at Nickon.Etminan@dupagecounty.gov or onsite during regular business hours.

The Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq., is applicable to this Bid or Contract.

VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference, which will be held on November 2, 2023 at 10:00 a.m. (CT) virtually. To attend the conference, potential Offerors must notify Nickon Etminan at Nickon.Etminan@dupageco.org, by 4:00 p.m. (CT) November 1, 2023. Offeror's who anticipate attending the pre-proposal conference and send notification will receive an email with call in instructions prior to the date and time of the pre-proposal conference. The purpose of this conference is to clarify the contents of this RFP or any apparent omission or discrepancy should be presented to the County at this conference. The County will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

Due to the COVID-19 crisis, there are some process changes to the solicitations for bids and proposals including bid openings:

1) Bid openings are open to the public.

2) Procurement will accept electronic bid submissions (by email) and electronic signatures.

3) Bids do not have to be notarized before submission.

| Date | RFP Event Activity |
|---|---|
| October 19, 2023 | Legal Notice Advertisement Placed |
| November 2, 2023<br>10:00 a.m. | Pre-Proposal Meeting |
| November 3, 2023<br>4:00 p.m. | Questions due to Buyer<br>Email: Nickon.Etminan@dupagecounty.gov |
| November 9, 2023<br>4:00 p.m. | Final Q&A Addendum Published |
| November 28, 2023<br>2:30 p.m. | Submittals Due to Finance Department |

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## SECTION 1 - PROJECT INFORMATION

| √ | SUBMITTAL CHECKLIST |
|---|---|
| | 1. Original signed bid with one (1) PDF on Flash Drive<br>2. Bid Security<br>3. Bid Form Pricing<br>4. Required Forms to Be Completed, Signed and Return with BID SECTION 8<br>• Bid Form Pricing<br>• Bid Form Signature Page<br>• Mandatory Form<br>• References<br>• Required Vendor Ethics Disclosure Statement<br>• IRS Form W-9<br>• Apprenticeship or Training Program Certification<br>5. OMNIA Attachments |

| AWARDED CONTRACTOR REQUIREMENTS | |
|---|---|
| Certificate of Insurance | Due within 15 days of Notice of Intent to Award |
| Performance Bond | Due within 15 days of Notice of Intent to Award |
| Awarded Vendor Questionnaire | Due within 60 days of Notice of Award<br>https://mwv.dupageco.org/ |
| Illinois Secretary of State Corporate/LLC<br>Certificate of good standing for current year | Due within 15 days of Notice of Intent to Award<br>http://www.cyberdriveillinois.com/departments/business_services/howdoi.html |

## SECTION 2 - INSTRUCTIONS TO BIDDERS

1) **ON-LINE NOTIFICATION OF SPECIFICATIONS:** This document is available over the Internet at www.DemandStar.com, as well as from the contact listed in this document. Adobe Acrobat Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html. Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407- 6190 for these documents. Companies interested in doing business with the County can register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the County of DuPage. The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

2) **ON-LINE PROVIDER DISCLAIMER:** DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.

3) **COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation or contact with the County personnel concerning this solicitation or the evaluation process, must be solely to the contact person listed on the cover page of this solicitation. No contact regarding this document with other County employees or officers is permitted. A violation of this provision may be grounds for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation. Questions and answers regarding the Scope of Work/Specifications will be shared with all bidders.

4) **BID INFORMATION AND QUESTIONS:** Each Proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing Proposals, Bidders are advised to rely only upon the contents of this Bid and accompanying documents and any written clarifications or addenda issued by the County. If a Bidder finds a discrepancy, error, or omission in the Bid package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing Contact noted on the cover of this document, so that written clarification may be sent to all prospective Bidders. The County is not responsible for oral representations. All questions must be submitted in writing to the Procurement Services Contact only before the Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.

5) **BID SUBMISSION:** To be considered, the Proposal must be prepared in the manner and detail specified in this document. Proposals must be submitted before the date and time indicated as the deadline. It is each Bidder's responsibility to ensure that the submittal is received and time-stamped prior to the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:00 p.m. local time, Monday through Friday, except for legal holidays to DuPage County Finance – Procurement at 421 North County Farm Road, Room 3-400 Wheaton, IL 60187. Proposals received after the above deadline may not be accepted and may be returned to the Bidder unopened. The Finance-Procurement timestamp shall be the official time. The opening of a Bid does not constitute the County's acceptance of the Bidder as a responsive and responsible Bidder. Bidders must sign, in ink, the Proposal Form if indicated. Unsigned Proposals will not be considered. An authorized official must sign the Proposal. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be a responsive and responsible Bidder providing the best value to the County and Participating Public Agencies.

Bids must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the attached label secured to the lower left-hand corner.

Submission of a Bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the BID and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Bidder understands and agrees to propose by each, and all the stipulations and requirements contained therein.

All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Bid must initial corrections in ink.

All costs incurred in the preparation and presentations of the Bid, as well as, any resulting contract, are the Bidder's sole responsibility; no such costs will be reimbursed to any Bidder. All documentation submitted with the Bid will become the

property of the County.

Bids are subject to public disclosure after the deadline for opening in accordance with state law under the Freedom of Information Act (FOIA).

6) **CONTRACT AWARD:** The County reserves the right to withdraw the Bid, to award to one Bidder, to any combination of multiple Bidders, by item, group of items, or total Bid. The County may waive informalities if it is in the County's interest. The Bidder(s) to whom the award is made will be notified as soon as possible. Tentative acceptance of the Proposal, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the document. All Proposals must be for a firm fixed price unless specified. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder(s) that can provide the best value to the County and Participating Public Agencies. Award of this Bid is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Bidder's Proposal does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Bidder has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Bidder non-responsive. The successful Bidder will be asked to sign a contract agreement (sample attached).

7) **WITHDRAWAL:**

a) By the Bidder: Bids may only be withdrawn by written notice prior to the deadline date set for the opening of Bid. No Bid may be withdrawn after the deadline for submission.

b) By the County: The County may withdraw Bids at any time, for any reason, prior to execution of the Contract.

8) **ALTERNATE/EQUAL BIDS:** The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The County of DuPage, for cost effective measures, standardizes on specific items; those bids will contain the language "No Substitutions," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "No Substitutions" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature. Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the County. The County recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible bid as specified.

9) **DEVIATIONS:** The County of DuPage reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements, but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of any item id, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.

10) **REJECTION:** The County reserves the right to reject any or all Proposals, or to accept or reject any Proposal in part, and to waive any minor informality or irregularity in Proposals received, if it is determined by the Procurement Officer or designee that the best interest of the County will be served by doing so. The County may reject any Proposal from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Bidder is debarred by the County from consideration for a contract award, or if Bidder has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

11) **PROCUREMENT POLICY**: Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Procurement Officer has the vested authority to execute all County contracts, subject to Committee and County Board approval where required.

12) **PROPRIETARY INFORMATION:** Under the Illinois Freedom of Information Act, all records in the possession of DuPage County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is "trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person

or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The county will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception

13) **NON-DISCRIMINATION:** DuPage County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts.

14) **CONTRACT NEGOTIATION:** All Proposals must be firm for at least 120 calendar days from the due date of the Bid. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder that can provide the best value to the County and Participating Public Agencies. There is no contract until the County's policies have been fulfilled. Exclusive or concurrent negotiations may be conducted with responsible Bidders for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Bidders shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Bidders.

15) **DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the Bid: Evidence of collusion among Bidders. Lack of competency as revealed by either financial, experience, or equipment statements. Lack of responsibility as shown by past work. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

16) **BIDDER RESPONSIBILITIES**: The Bidder must be capable, either as a firm or a team, of providing all services as described under Specifications and/or Scope of Work Section and to maintain those capabilities until notification of the fact that their Bid was unsuccessful. The selected Bidder(s) must remain capable of providing all services proposed as described under Specifications and/or Scope of Work Section and must maintain those capabilities until the agreement is successfully finished. The successful Bidder(s) will be responsible for all Services in this Bid as they are provided or performed by the Successful Bidder(s). Further, the County will consider the Successful Bidder(s) to be the sole point of contact regarding contractual matters, including payment of any and all charges resulting from the cost of any contract.

17) **DISCLOSURE OF CONTENTS:** All information provided in the Bid shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Bid becomes the property of the County and may be returned only at the County's option. Bidders must make no other distribution of their Bids other than authorized by this BID. A Bidder who shares cost information contained in its Bid with other County personnel or competing Bidder personnel shall be subject to disqualification. Bidders shall not be provided any information about other Bids or prices or where the Bidder stands in relation to others at any time during the evaluation process. Any request for such information by a Bidder, or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Bidder may be eliminated from further consideration.

18) **COMPLIANCE WITH ILLINOIS STATE LAW**: By submitting a response, Bidder or Proposer certifies that it has obtained all required authorizations, certifications, and/or licenses required by law to perform the work described herein and transact business within the State of Illinois. This may include but is not limited to, in the case of a foreign business corporation, limited liability company, limited partnership, or limited liability partnership, authorization from the Illinois Secretary of State to transact business within the State of Illinois.

http://www.cyberdriveillinois.com/departments/business_services/howdoi.html.

## SECTION 3 - GENERAL CONDITIONS

1) **ADDENDUM AND SUPPLEMENT TO REQUEST FOR PROPOSAL (RFP):** If it becomes necessary or advisable to revise any part of this RFP or if additional data is necessary to enable the exact interpretation of provisions of this RFP, revisions will be provided in the form of an Addendum. Addendum information is available over the internet at www.DemandStar.com. Adobe Acrobat® Reader may be required to view this document. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

2) **APPLICABLE CODES AND ORDINANCES:** Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

3) **ASSUMPTION OF RISK:** Until the completion and final acceptance by the County of all work under or implied by this Contract, the work shall be under the Contractor's care and charge and he shall be responsible, therefore. Contract shall rebuild, replace, repair, restore and make good all injuries, damages, re-erection, and repairs rendered necessary by causes, of any nature, to all or any portion of the work.

4) **CHANGES:** The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor. Illinois law requires that changes more than $10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

5) **COMMENCEMENT OF WORK**: The successful Contractor must not commence any billable work prior to the County issuing a Notice to Proceed. Work done prior to these circumstances shall be at the Contractor's risk.

6) **CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:** It is agreed that all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

7) **CONTRACTOR PERFORMANCE:** The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, Contract Specifications and Attached Exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications.
The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

8) **DISCIPLINE:** Nothing herein shall be construed to imply that the County of DuPage is retaining control over the operative details of the Contractor's work or the Subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

9) **DRUG FREE WORKPLACE:** The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

10) **ENDORSEMENTS:** Contractor shall not us the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.

11) **F.O.B.:** All goods are to be shipped prepaid, F.O.B. delivered and installed unless otherwise permitted. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify the bid by stating a F.O.B. location other than such stated location(s) for the County. Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

12) **FORCE MAJEURE:** The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

13) **HOLD HARMLESS AGREEMENT:** Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and all of their partners, officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries to or death of or damages received by any person, persons, or property resulting from the operations of Contractor or any of his subcontractors in prosecuting the work under this contract.

14) **HOLDING OF BIDS:** Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids.

15) **INDEMNITY:** The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage act (820 ILCS 130/1 et seq.). Such indemnity shall not be limited because of the enumeration of any insurance coverage or bond herein provided. Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits. The Contractor shall be responsible for any damages incurred because of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction because of its errors, omissions or negligent acts. The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. because of indemnification or insurance.

16) **LAW GOVERNING:** The RFP and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

17) **VENUE:** By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

18) **LIABILITY OF CONTRACTOR:** The mention of any specific duty or liability imposed upon Contractor shall not be construed as a limitation or restriction of any general or other liability or duty imposed upon Contractor by his Contract, said reference to any specific duty or liability being made merely for explanation. Contractor shall be responsible to Owner for the acts and omissions of all his employees and all subcontractors, their agents and employees, and all other persons performing any of the Work under an agreement with Contractor.

19) **LIENS, CLAIMS, AND ENCUMBRANCES**: Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

20) **LOBBYIST REGISTRATION:** Bidder shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois

21) **MSDS**: When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County Procurement Services Division.

22) **MISCELLANEOUS REQUIREMENTS**: The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

23) **NON-DISCRIMINATING:** The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

24) **PATENTS:** Contractor undertakes and agrees to defend at Contractor's own expense all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge all judgments

or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein. Should Contractor of his agents be enjoined from furnishing or using any invention, article, material, or appliance required to be supplied under this contract, Contractor shall promptly offer other articles, materials, or appliances in lieu thereof, of equal quality suitability for review by County. If the County should disapprove of the offered substitutes and should elect in lieu of substitution, to have supplied, and to retain and use, any such invention, article, material or appliance as may be required by this Contract to be supplied, then Contractor shall pay such royalties and secure such valid licenses as may be necessary for the County. If the contractor does not make any approved substitution promptly, or does not pay such royalties to secure the licenses as may be necessary, then the Engineer shall have the right to make such substitution, or change the cost thereof against any money due Contractor from Owner, or recover the amount thereof from him and his sureties notwithstanding that final payment under this Contract may have been made.

25) **PAYMENT:** Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

26) **PROTEST:** Any actual or prospective bidder, offeror, or contractor who believes they have been adversely affected in connection with the solicitation or award of a contract may, within seven calendar days of the solicitation, bid opening or award, by mail or have served, a letter of protest to the Chief Procurement Officer. The Chief Procurement Officer must submit a response in writing to the protesting entity, within five (5) business days from receipt of the protest.

27) **RESERVATION OF RIGHTS:** The County of DuPage reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities.

1) The Bidder's failure to meet the mandatory requirements of the RFP will result in the disqualification of the bid from further consideration.

2) The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised RFP.

3) Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

28) **TAX:** The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-07. A copy of the exemption letter is available upon written request.

29) **TRANSFER OF OWNERSHIP OR ASSIGNMENT:** The terms and conditions of this contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of DuPage must be notified and approve the same in writing.

## SECTION 4 - SPECIAL CONDITIONS

1) **ACCURACY DISCLAIMER:** The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

2) **ADDITIONAL MISCELLANEOUS REQUIREMENTS:** The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the County. The County staff will not take delivery of any equipment or material. The Contractor shall have a representative on-site to receive any equipment or material delivered for this project.

3) **BID SECURITY/PERFORMANCE BOND:**

Each bid shall be accompanied by a Bid Security in the form of (a) Bid Bond or (b) a certified or cashier's check or money order payable to the order of the DuPage County Treasurer. The Bid Security shall be in an amount of not less than one-thousand dollars ($1,000.00), as a guarantee that the Bidder will, within 10 days after the date of the conditional award of a contract, provide a Performance Bond as required by the Bid Documents. Any bid submitted without the required Bid Security, will not be read after it is opened.

Bid Bonds shall be duly executed by the Bidder as principal and have a surety thereon a surety company, approved by the County, having the minimum equivalent of a Best and Company A-V Rating.

If an intended Awardee fails to furnish any bond or insurance or document required by the Bid Documents, the Bid Security submitted with its bid shall be forfeited as liquidated damages.

The Contractor shall within 15 days of the Notice of Award furnish a Performance Bond in an amount equal to one hundred percent (100%) of total bid amount, conditioned upon the faithful performance of all covenants and stipulations included in these bid documents and holding good until the completion of the contract to protect the County of DuPage against inadequate performance per all requirements of the Bid Documents. The Performance Bond shall remain in effect for one year from the issuance of a Purchase Order or until completion of the Contract period, whichever is longer.

The Contractor shall provide an extension of or an additional Performance Bond, upon each mutually agreed upon contract renewal.

4) **CONTRACT TERM AND RENEWAL:** This contract shall be effective for a three (3) year term period with a start date of December 1, 2023 and a completion date of November 30, 2026.

The contract shall be subject to two (2) one-year renewal period provided there is no change in the terms, conditions, specifications, and prices and provided that such renewals are mutually agreed to by both parties. In no event shall the term plus renewals exceed four (5) years.

The anticipated full term of the contract is five (5) years. The Contractor(s) shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Master Agreement. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five (5) years.

5) **SPLIT BIDS:** Contractors may bid on one or more categories, if applicable to the bid. The County of DuPage reserves the right to award by total bid, by single item or by any combination of items, in accordance with our language in the Bid Document relating to Contractor selection (or rejection) in the best interest of the County of DuPage.

6) **CANCELLATION:** The County reserves the right to cancel the whole or any part of this contract (1) upon 120-day written notice, without cause, or (2) upon 30-day written notice for due to failure by the Contractor to carry out any obligation, term or condition of this contract. Any local agreements or work with Participating Public Agencies, to include the County, may survive at the discretion of the Participating Public Agency. The County will issue written notice to the Contractor for acting or failing to act as in any of the following:

a. The Contractor provides material that does not meet the specifications of this contract;
b. The Contractor fails to adequately perform the services set forth of this contract;
c. The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;

The Contractor fails to progress in the performance of this contract and/or gives the County reason to believe that the

Contractor will not or cannot perform the requirements of the contract. Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory, written response to the County. Failure on the part of the Contractor to adequately address all issues of concern may result in the County resorting to any single or combination of the following remedies: Cancel the contract; Reserve all rights or claims of damage for breach or any covenants of the contract; Perform any test or analysis on materials for compliance with the specifications of this contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne on the Contractor.

7) **LITERATURE:** Contractor must supply with their bid the latest printed specifications and advertising literature if pertains to proposal submitted.

8) **PROPERTY FURNISHED TO CONTRACTOR BY COUNTY OF DUPAGE:** All property furnished to the Contractor by the County of DuPage or specifically paid for by the County of DuPage, for use in the performance of this contract, shall be and remain the property of the County of DuPage, shall be subject to removal upon the County of DuPage's instruction, shall be used only in filling orders from the County of DuPage, shall be held at the Contractor's risk, shall be kept insured by the Contractor at the Contractor's expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to the County of DuPage, and upon recall by County of DuPage shall be packaged at Contractor's expense for shipment to County of DuPage in accordance with County of DuPage's instructions. Copies of policies or certificates of such insurance will be furnished to County of DuPage on demand. It is agreed that all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this order/contract and (3) be returned upon request.

9) **QUANTITIES:** The County of DuPage reserves the right to increase or decrease the quantities shown herein at any time during the life of the contract to correspond to the actual needs of the County of DuPage.

10) **RELATED PURCHASES**: In the event items are purchased within the same category, i.e., a different Gates belt or hose than specifically itemized in the parts specification, the discount indicated on your bid for the group of items shall apply.

11) **THIRD PARTY AGREEMENT:** The County shall not enter a third-party rental agreement and reserves the right to disqualify a vendor so bidding.

12) **VENDOR QUESTIONNAIRE:** In accordance with 35 ILCS 200/18-50.2, DuPage County is required to collect and electronically publish data from all vendors and subcontractors as to (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 et seq.) and (2) whether the vendor or any subcontractors hold any certifications for those categories or if the vendor or subcontractors are self -certifying; if self -certifying, the vendor and subcontractors shall disclose if they qualify as a small business under federal Small Business Administration standards. Following award of a contract by DuPage County, the awarded vendor must complete the following information for itself, and each subcontractor must separately complete the following information to perform work under this contract within 60 calendar days of the date of award.

## SECTION 5 - INSURANCE REQUIREMENT

The Contractor and Subcontractors or Partners will purchase and maintain insurance for the coverages for a minimum of three (3) years after completion of the Contract.

Upon notice of acceptance of Bid, the successful bidder shall, within fifteen (15) calendar days of said notice, furnish to the Purchasing Agent a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to DuPage County licensed to do business in the State of Illinois, and with a minimum insurance rating of A: VII as found in the current edition of A M Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing DuPage County thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until all work has been approved and accepted by DuPage County. The Proposer is responsible for all insurance deductibles and Self-Insured Retentions.

| TYPE OF INSURANCE | MINIMUM LIMITS LIABILITY |
|---|---|
| 1. Workers Compensation | Statutory |
| 2. Employers Liability<br>A. Each Accident & Disease | $1,000,000 |
| 3. *Commercial General Liability | $2,000,000 |
| 4. *Umbrella Excess Liability (over primary)<br>Retention for Self-Insured Hazards (each occurrence) | $4,000,000 |
| 5. *Business Auto Liability | $1,000,000 |
| * ALSO Required in addition to a Certificate of Insurance<br>1) An Additional Insured Endorsement as well as endorsements for:<br>2) Waiver of Subrogation and<br>3) Insurance is Primary and Non-Contributory to additional insured insurance coverage | |

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.

At all times during the term of the contract, the Proposer and its independent contractors shall maintain, at their sole expense, insurance coverage for the Proposer, its employees, officers and independent contractors, as follows:

- It is the responsibility of Proposer to provide a copy of this BID to their insurance.
- It may also be required that the Proposer's insurer and coverage be approved by the DuPage County prior to execution of the Contract.
- No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER. Insurance Certificates with required endorsements should be emailed to: Nickon.Etminan@dupagecounty.gov.

The insurance carrier of the insured is required to notify DuPage County of termination of any of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

**CHANGES IN, OR TERMINATION OF, INSURANCE COVERAGE:** The insurance carrier of the insured is required to notify DuPage County of termination of any of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

**INSURANCE RATING:** All the above-specified types of insurance shall be obtained from companies that have at least an A rating in Best's Guide or the equivalent.

**SURVIVAL OF INDEMNIFICATION:** The indemnification described above shall not be limited due to the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

**NOTICE OF LAWSUIT:** Within 60 days of service of process, DuPage County shall notify the Proposer of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Proposer of its obligation to provide indemnification. However, DuPage County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

**CHOICE OF LEGAL COUNSEL:** The Proposer shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of DuPage County, and appointment by the State's Attorney.

**RIGHTS RETAINED**: Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to DuPage County.

## SECTION 6 - SCOPE OF SERVICES

Vendors and Contractors will be responsible for furnishing all parts, labor and material needed to perform work described in this document. Scheduling of all work will be coordinated with DuPage Public Works. Certified transcripts of payroll shall be submitted to the IDOL Prevailing Wage Portal at the following link: https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx .

**STATEMENT OF WORK/SPECIFICATIONS AND SUPPORTING DOCUMENTS PROVIDED BELOW.**

### NATIONAL CONTRACT

DuPage County, IL, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. DuPage County, IL is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment A, or as otherwise agreed to. Attachment A contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Contractor's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents (Attachment A).

The County of DuPage, IL anticipates spending approximately $3M over the full potential Master Agreement term for Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure. While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure purchased under the Master Agreement through OMNIA Partners is approximately $50M. This projection is based on the current annual volumes among the County of DuPage, IL, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

# Underground Asset Renewal Technical Specifications

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**Task and materials made a part of this contract not assigned herein shall be governed by the construction specification standards manual for the Water & Sewer Construction in Illinois, along with IDOT standards manual for the Specifications for Road & Bridge Construction, and along with AWWA Standards.**

## Section A

## CURED-IN-PLACE PIPE (CIPP) FOR GRAVITY APPLICATIONS

### INTENT

It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube, which is inverted into the original conduit by use of a hydrostatic head. The resin is cured by circulating hot water within the tube or by the use of steam. When cured, the "cured-in-place pipe" (CIPP) will be continuous and tight fitting.

### REFERENCED DOCUMENTS

This specification references ASTM F1216 (Rehabilitation of pipelines by inversion and curing a resin impregnated tube), ASTM F1743 (Rehabilitation of pipelines by pulled-in-place installation of a cured-in-place thermosetting resin pipe), ASTM D5813 (Cured-in-Place, Thermosetting Resin Sewer Pipe), and ASTM D790 (Test methods for flexural properties of unreinforced plastics) which are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and those standards, this specification will govern.

### PRODUCT, MANUFACTURER/INSTALLER QUALIFICATIONS

Since sewer products are intended to have a 50 year design life, and in order to minimize the Cooperative Member's risk, only proven products with substantial successful long term track records will be allowed. All trenchless rehabilitation products and installers must complete the Evaluative Bid Proposal questionnaire and provide satisfactory documentation with the bid to support each evaluation item.

At a minimum, Products and Installers must meet all of the following criteria to be deemed Commercially Acceptable:

> For a Product to be considered Commercially Proven, a minimum of 1,000,000 linear feet of successful wastewater collection system installations in the U.S. must be documented to assure commercial viability. In addition, at least 100,000 linear feet of the product shall have been in successful service within the State for a minimum of five years.
>
> For an Installing Company to be considered as Commercially Proven, the Installer must satisfy all insurance, financial, and bonding requirements of the cooperative member. The Company must have had at least 5 (five) years active experience in the commercial installation of the exact CIPP Product for which documentation is being supplied.

Sewer rehabilitation products must provide Third Party Test Results supporting the long-term performance and structural strength of the product and such data shall be satisfactory to the DuPage County Local Government Purchasing Cooperative. Test samples shall be prepared so as to simulate installation methods and trauma of the product. No product will be allowed without independent third party testing verification.

Both the rehabilitation manufacturing and installation processes shall operate under a documented quality management system. Documentation or proof of certification by a third party registrar shall be required and submitted with qualification statement as part of the bid.

## MATERIALS

1. Tube - The sewn tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216 or ASTM F1743 Section 5. The tube shall be constructed to withstand inversion pressures, have sufficient strength to bridge missing pipe, stretch to fit irregular pipe sections, and shall invert smoothly around bends.

   A. The wetout tubes shall have a uniform thickness that when compressed at installation pressures will meet or exceed the Design thickness.

   B. The tube shall be sewn to be a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during inversion.

   C. The outside layer of the tube (before wetout) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate monitoring of resin saturation during the resin impregnation (wetout) procedure.

   D. The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.

   E. The wall color of the interior pipe surface of the CIPP after installation shall be a light reflective color so that a clear detail examination with closed circuit television inspection equipment may be made.

   F. Seams in the tube shall be stronger than the unseamed felt. Where the length requires joining, the sewn joint shall not be perpendicular to the long axis but spirally formed and sewn.

G. The outside of the tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturer's name or identifying symbol.

2. Resin - The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216 and ASTM F1743, the physical properties herein, and those which are to be utilized in the Design of the CIPP.

## STRUCTURAL REQUIREMENTS

1. The CIPP shall be designed as per ASTM F1216, Appendix X1. The CIPP design shall assume no bonding to the original pipe wall. The Long-Term Flexural Modulus to be used in Design shall be verified by independent testing (such as the Trenchless Technology Center at Louisiana Tech University). Such Long-Term Modulus shall not exceed 50% of the short-term values given in Section below. CIPP thickness shall not be less than that which is computed from the DR's given in Table #1, for resin systems with the physical properties shown.

2. The Enhancement Factor 'K' to be used in 'Partially Deteriorated' Design conditions shall be assigned a value of 7. Application of Enhancement (K) Factors in excess of 7 shall be substantiated through independent test data.

3. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If separation of the layers occur during testing of field samples, new samples will be cut from the work. Any reoccurrence may cause rejection of the work.

4. The cured pipe material (CIPP) shall conform to the structural standards, as listed below.

| | Test Method | Result<br>Minimum Physicals Resin per ASTM F1216 | Resin With 400,000 psi Properties |
|---|---|---|---|
| Modulus of Elasticity | ASTM D-790 | 250,000 | 400,000 psi |
| Flexural Stress | ASTM D-790 | 4,500 | 4,500 psi |

TABLE #1
CIPP THICKNESS DESIGN
BASED ON ASTM F1216 APPENDIX

| | | | | CIPP Dimensional Ratio (DR) DR=Diameter/Thickness | |
|---|---|---|---|---|---|
| Pipe Size | Existing Pipe Condition | Ovality | Pipe Depth (Groundwater ½ depth) | Min. Flex Modulus E=250,000psi per ASTM F1216 | Resin with Flex. Mod. E=400,000psi |
| 6″ — 48″ | PD* | 0 - 2% | 4′ - 8′ | 78.4 | 91.6 |
| " | PD | 2 - 5% | 4′ - 8′ | 71.6 | 83.9 |
| " | PD | 5 - 10% | 4′ - 8′ | 62.2 | 72.5 |
| 6″ — 48″ | PD | 0 - 2% | 9′ - 16′ | 62.5 | 72.9 |
| " | PD | 2 - 5% | 9′ - 16′ | 57.3 | 66.7 |
| " | PD | 5 - 10% | 9′ - 16′ | 49.5 | 57.7 |
| 6″ — 48″ | FD** | 0 - 2% | 4′ - 8′ | 58.8 | 68.8 |
| " | FD | 2 - 5% | 4′ - 8′ | 49.3 | 57.6 |
| " | FD | 5 - 10% | 4′ - 8′ | 36.7 | 42.9 |
| 6″ — 48″ | FD | 0 - 2% | 9′ - 16′ | 42.7 | 49.9 |
| " | FD | 2 - 5% | 9′ - 16′ | 35.7 | 41.8 |
| " | FD | 5 - 10% | 9′ - 16′ | 26.6 | 31.1 |

* PD - Partially Deteriorated, capable of sustaining load in future, however the CIPP must resist groundwater (infiltration), provide corrosion protection, seal root intrusions and provide flow improvement, as examples.
** FD - Fully Deteriorated, no strength to be assigned to the existing pipe; supply a fully structural pipe.
For FD condition the following parameters were used:
Soil modulus - 700psi
Soil density - 120lb/cu.ft
Live load - HWY H20, 16,000lbs.

For CIPP wall thickness - divide <u>diameter</u> by <u>DR</u>.
<u>Example:</u>
12″, FD Pipe, 2% ovality, 8′ deep, E=400,000 psi
Read DR=68.8 from table
CIPP wall thickness t=12/68.8=0.174″

## TESTING REQUIREMENTS

1. Chemical Resistance - The CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that

CIPP samples with and without plastic coating meet these chemical testing requirements.

2. Hydraulic Capacity - Overall, the Hydraulic profile shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition. The roughness coefficient of the CIPP shall be verified by third party test data.

3. CIPP Field Samples - When requested by the Cooperative member, the Contractor shall submit test results from previous field installations in the USA of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified in the Structural Requirements Section have been achieved in previous field applications. Testing samples for this project shall be made and tested as described in Inspections Section below.

## INSTALLATION RESPONSIBILITIES

1. It shall be the responsibility of the Cooperative member to locate and designate all manhole access points open and accessible for the work, and provide rights of access to these points. If a street must be closed to traffic because of the orientation of the sewer, the Contractor shall institute the actions necessary to do this for the mutually agreed time period with the Cooperative member. The Cooperative member shall also provide free access to water hydrants for cleaning, inversion and other work items requiring water.

2. Cleaning of Sewer Lines - The Contractor, shall remove all internal debris out of the sewer line that will interfere with the installation of CIPP. The Contractor shall also provide a dumpsite for all debris removed from the sewers during the cleaning operation. Any hazardous waste material encountered during this project will be considered as a changed condition.

3. Bypassing Sewage - The Contractor, shall provide for the flow of sewage around the section or sections of pipe designated for repair. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. The Cooperative member may require a detail of the bypass plan to be submitted.

4. Inspection of sewer line - Inspection of sewer line shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by close circuit television. The interior of the sewer line shall be carefully inspected to determine the location of any conditions which may prevent proper installation of CIPP into the sewer lines, and it shall be noted so

that these conditions can be corrected. A video tape and suitable log shall be kept for later reference by the Cooperative member.

5. Line Obstructions - It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the inversion process, and it cannot be removed by conventional sewer cleaning equipment, then the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction. Contractor shall notify the Cooperative member's representative prior to the commencement of the work regarding these point repairs and such excavation and repair shall be paid at the established point repair price. The Contractor will be responsible for all costs and liability associated with such excavation and restoration work.

6. The Contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a service will be temporarily out of service, the maximum amount of time of no service shall be 12 hours for any property served by the sewer. The Contractor shall be required to notify the City and all affected properties whose service laterals will be out of commission and to advise against water usage until the sewer main is back in service. Such notification shall be provided to the Cooperative member at least one week prior to service disconnecting.

7. Public Notification - A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The Contractor shall also provide the following:

   A. Written notice to be delivered to each home or business describing the work, schedule, how it affects them, and a local telephone number of the Contractor they can call to discuss the project or any problems which could arise.

   B. Personal contact and attempted written notice the day prior to the beginning of work being conducted on the section relative to the residents affected.

   C. Personal contact with any home or business which cannot be reconnected within the time stated in the written notice.

8. The Contractor shall be responsible for confirming the locations of all branch service connections prior to inversion and curing the CIPP.

## INSTALLATION

CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM F1743, Section 6, with the following modifications:

1. Resin Impregnation - The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used. To ensure a thorough wetout, the point of vacuum shall be no further than 25 feet from the point of initial resin introduction. After vacuum in the tube is established, the vacuum points shall be no further than 75 feet from the leading edge of the resin. The leading edge of the resin slug shall be as near to perpendicular as possible. A roller system shall be used to uniformly distribute the resin throughout the tube.

2. Tube Insertion – The wetout tube shall be positioned in the pipeline using either inversion or a pull-in method. If pulled into place, a power winch should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.

3. Temperature gauges shall be placed inside the tube at the invert level of each end to monitor the temperatures during the cure cycle.

4. Curing shall be accomplished by utilizing water under hydrostatic pressure in accordance with the manufacturer's recommended cure schedule.

## REINSTATEMENT OF BRANCH CONNECTIONS

It is the intent of these specifications that branch connections to buildings be reopened without excavation, utilizing a remotely controlled cutting device, monitored by a video TV camera. The Contractor shall certify he has a minimum of 2 complete working cutter units plus spare key components on the site before each inversion. No additional payment will be made for excavations for the purpose of reopening connections unless previously specified by the Cooperative member prior to the start or work. The Contractor will be responsible for all costs and liability associated with such excavation and restoration work.

## INSPECTION

CIPP samples shall be prepared and physical properties tested in accordance with ASTM F1216 or ASTM F1743, Section 8, using either method proposed. The flexural modules must meet or exceed the values used in the Design Section.

Wall thickness of samples shall be determined as described in paragraph 8.1.6 of ASTM F1743. The minimum wall thickness at any point shall not be less than 87 ½% of the design thickness as calculated in the Design Section of this document.

Visual inspection of the CIPP shall be in accordance with ASTM F1743, Section 8.6.

## MEASUREMENT AND PAYMENT

1. The inserted CIPP shall be paid for per linear foot of the pipe size specified and shall include all incidentals for which prices are not established within the bid tab. Unless otherwise specified by the Cooperative member, measurements will be taken from center to center of manholes.

2. Video inspection of sanitary sewer line shall be paid for per linear foot to T.V. the entire length of sewer pipe before the proposed construction.

3. Point repairs of the sanitary sewer lines or service connections shall be paid on a per each basis. A point repair shall include all labor, equipment, and materials including, but not limited to, excavation, pipe, tee, embedment, backfill, removal and replacement of fence, trench safety and landscape restoration of excavated areas. A maximum length of pipe as specified in Section F, Point Repair, will be required at each point repair. If additional pipe is required, additional point repairs will be paid for each increment as specified or on a linear foot basis for additional length point repair price as bid.

## WARRANTY

The work performed under this Contract shall be warranted to be free from defects in material and workmanship for a period of one year from the date of acceptance. If the Cooperative member determines that the process has failed during the warranty period, the Contractor will perform any and all repairs at no additional cost to Cooperative member.

## Section B

## PIPEBURSTING SPECIFICATION

### PART 1 – GENERAL

### 1.01 SCOPE

A. This specification shall govern the rehabilitation of existing, gravity sanitary sewers by a method known as Pipebursting. Pipebursting is a system by which the burster unit splits the existing pipe while simultaneously installing a new HDPE, PVC or other conduits receiving the prior approval of the Owner as designated by an appropriate bid item. The new pipe may be of the same or larger size.

B. The scope of work requires the Contractor to provide all materials, labor, equipment, and services necessary for bypass pumping and/or diversion of sewage flows, rehabilitation of existing sanitary sewers by bursting the existing pipe and inserting approved new pipe, reconnection of active sewer house connections, anchoring new pipe, restoring affected manhole conditions, initial cleaning, CCTV inspection and final testing of the pipe system.

C. In addition to the reconnecting of the existing lateral and sewer service connections, this contract may also include the installation of a cleanout at the right-of way, easement boundary or at a location so designated by the owner before pipebursting commences on the main line, television inspection of the new pipe and completion of the installation in accordance with the contract documents.

D. Only pneumatically operated pipebursting equipment with either front or rear expanders for the proper connection to the new pipe will be allowed unless otherwise approved by the owner prior to installation. Exception to this requirement will only be considered where a static burster unit, or other approved construction technique, is proposed for use on isolated segments of pipeline that are to be replaced and that are closely adjacent to building foundations or other vulnerable structures where pneumatic bursting might be detrimental. The pneumatic burster must be used in conjunction with a constant tension hydraulic twin capstain winch of 20, 10, 8, or 5 tons; the size of the winch depends on the diameter of the pipe to be replaced. In no case is the constant tension to exceed 20 tons.

E. <u>The sewer replacement work details include:</u>

1. <u>Site planning and preparation</u>
    a. Perform site investigation
    b. Perform initial cleaning and CCTV Inspection of sewer to be replaced.
    c. Formulate and execute plans for point repair excavation, launching pipe excavation, layout for sewer by-pass pumping system, marking existing utilities, laterals, cleanout, etc.
2. <u>Pipe Installation</u>
    a. Locate all existing utilities.
    b. Excavate launching pit.

c. Install sewer bypass pumping system.
d. Excavate to relieve effects of bursting to existing utilities.
e. Excavate to expose all existing laterals.
f. Provide tanker and pump, to extract from lateral.
g. Install new sewer pipe by pipebursting method.
h. Install new manholes where required.
i. Anchor pipe and seal manholes.
j. Reconnect all active lateral connections to new sewer main.
k. Inspect, restore, and rehabilitate manholes as to restore damage caused by pipe installation.
l. Perform final cleaning and CCTV sewer inspection.
m. Remove sewage by-pass system.
n. Backfill and restore excavations within 5 calendar days.

3. Clean up and restore existing surface condition and structures within 10 calendar days.
4. Repair any defective work per Owner's final inspection.

F. The contractor is responsible for proper and accurate installation of the new sewer pipe regardless of the method described in this section and the following subsections. The contractor shall ensure that the new pipe's vertical and horizontal alignment is as indicated on the plans and/or as existing in the field in accordance with these specifications.

G. Supplying all labor, materials, equipment, and apparatus not specifically mentioned herewith or noted on the plans, but which are incidental and necessary to complete the work specifications,

## 1.02 QUALIFICATIONS

A. Polyethylene pipe jointing/fusing shall be performed by personnel trained in the use of butt-fusion equipment and recommended methods for new pipe connections. Personnel directly involved with installing the new pipe shall receive training in the proper methods for handling and installing the polyethylene pipe. A qualified representative shall perform training.

B. Contractor shall hold the Owner and Engineer (if applicable) harmless in any legal action resulting from patent infringements.

C. <u>Contractor or Pipebursting Subcontractor shall have:</u>

1. Minimum experience of 150,000 L.F. of pipe bursting existing gravity sanitary sewer pipe and replacing with polyethylene pipe within the last three years, AND,

2. Minimum experience of 10,000 L.F. of pipe bursting replacement experience with each of the following nominal host pipe-to-polyethylene pipe sizes in the last three years:

a. 6-inch burst to 8-inch diameter
b. 8-inch burst to 10-inch diameter
c. 10-inch burst to 12-inch diameter
d. 12-inch burst to 16-inch diameter
e. 15-inch burst to 18-inch diameter
f. 18-inch burst to 21-inch diameter, AND

3. Minimum experience of 10,000-linear feet of other approved pipebursting techniques (static) where pneumatic is not to be used on isolated segments of pipeline that are to be replaced and that are closely adjacent to building foundations or other vulnerable structures and where pneumatic bursting might be detrimental.

## 1.03 STANDARD SPECIFICATIONS

A. Except as otherwise indicated, the current editions of the following apply to the work of this section:

1. ASTM D-1238 Measuring Flow Rates of Thermoplastics by Extrusion Power
2. ASTM D-1248 Specification for Polyethylene Plastics Molding and Extrusion Materials
3. ASTM D-1505 Density of Plastics by the Density-Gradient Technique
4. ASTM D-1599 Test for Short Term Rupture Strength of Plastic Pipe, Tubing and Fittings
5. ASTM D-1693 Test for Environmental Stress-Cracking of Ethylene Plastics
6. ASTM D-1928 Preparation of the Compression Molded Polyethylene Test Samples
7. ASTM D-2122 Determining Dimensions of the Thermoplastic Pipe and Fittings
8. ASTM D-2321 Underground Installation of Thermoplastic Flexible Sewer Pipe
9. ASTM D-2348 Standard Test Method for Arsenic in
10. ASTM D-2412 External Loading Characteristics of Plastic Pipe by Parallel Plate Loading, Determination of
11. ASTM D- 2657 Practice for Heat-Jointing Polyolefin Pipe and Fittings
12. ASTM D-2837 Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials
13. ASTM D-3035Q Specification for Polyethylene Plastic Pipe Based on Controlled Outside Diameter (UO to 6' IPS)
14. ASTM D-3261 Specification for Polyolefin Plastic Pipe and Fittings Material
15. ASTM D-3550 Specification for Polyethylene Plastic Pipe and Fittings Material
16. ASTM D-3550 Standard Price for ring lined barrel Sampling of Soils
17. ASTM F 477 Elastomeric Gaskets (Seals) for Joining Plastic Pipe
18. ASTM F-585 Practice for Insertion of Flexible Polyethylene Pipe into Existing Sewers
19. ASTM F-714 Specification for Polyethylene Based On Outside Diameter
20. AWS D1.1 AWS Standard Qualification Procedure

## 1.04 REGULATORY REQUIREMENTS

A. The Work of this section shall comply with the current versions, with revisions, of the following:

1. OSHA 29CFR 1910.146 (permit required confined space regulations

B. All work and testing shall comply with the applicable Federal codes including the Federal Occupancy Safety and Health Act of 1970, the Construction Safety Act of 1969, as amended and applicable state and local codes and standards. All work and testing shall also comply, to the extent applicable, with the requirements of the Underwriter's Laboratories, Inc. and the National Electric Code.

## 1.05 RESPONSIBILITY FOR OVERFLOWS OR SPILLS

A. It shall be the responsibility of the Contractor to schedule and perform his work in a manner that does not cause or contribute to incidence of overflows or spills of sewage from the sewer system.

B. In the event that the Contractor work activities contribute to overflows or spills, the Contractor shall immediately take appropriate action to contain and stop the overflow, clean up spillage, disinfect the area affected by the spill, and notify the designated Owner or Owner's representative in a timely manner.

C. Contractor will indemnify and hold harmless the Owner for any fines or third-party claims for personal property damage arising out of a spill or overflow that is fully or partially the responsibility of the Contractor. This includes the legal, engineering and administrative expenses of the Owner in defending such fines and claims.

## 1.06 SUBMITTALS

A. The following shall be submitted to the Owner in writing prior to Notice to Proceed or at required phases. Failure to do so will prevent progression of the Work to the next stage.

1. Shop Drawings, catalog data, and manufactures technical data showing complete information on material composition, physical properties, and dimensions of new pipe and fittings. Include manufacture's recommendations for handling, storage, time for reconnection of laterals after bursting following relaxation of HDPE, joint welding and repair of pipe and fittings damaged.
2. The contractor shall prepare and submit, for the Owner's approval, a general, detailed methodology of the Pipe Bursting Plan, including materials and equipment, lateral numeration and manhole restoration procedure and materials, by-pass pumping system accommodation and maintenance of intermediate flows and connections, plan of operation, schedule of Work and construction and restoration of existing sewer service connections.
3. A detailed methodology for each set-up during the course of the contract, but not less than ten days before bursting is planned to commence. This detailed methodology shall be pre agreed with the Contractor, the Owner, and the property owner.
4. Detail drawings and written descriptions pf the entire construction procedure to install pipe, bypass sewage flow and reconnection of sewer service connections, restoration of manhole base and provision for facilitating watertight junction of new pipe to existing and reconstructed manholes.

5. Certification of employees welding and installing pipe.
6. Engineering calculations for the design of HDPE pipe thickness per pipe segment. The design calculations shall be checked and approved by a registered Professional Civil Engineer in the State where work is to be completed. Pipe design calculations shall be supported by field analysis and technical assumptions. The contractor shall submit calculations to show that stresses on proposed pipe during pipe bursting operation are below the rated pipe yield stress limit. Loads used in calculation will include soil dead load (120 pcf soil density), applicable live load, pressure from high water level, and the maximum pushing and/or pulling force imposed by pipe bursting equipment. The calculated wall thickness derived using the above design criteria shall be compared to the specified (bided) pipe thickness (SDR). The Engineer then has the right to either keep the specified pipe thickness (SDR) or change to the calculated pipe thickness for installation. Material cost shall be adjusted accordingly.
7. Pre and post upgrade CCTV inspection reports and videotapes. Post upgrade reports and videotapes shall be made after pipe installation and re-connection of all laterals and immediately prior to the commissioning stage.
8. Methodology for dealing with any possible ground heave shall be fully detailed in both in relation to:
    a. Restoration of Landscape areas- restoration of ground contours and surface treatment to meet reasonable requirements of the property owner, and
    b. Streets: Restoration of street contours to original conditions.
9. Manhole rehabilitation and invert rebuilding method and materials, if applicable.
10. Manufacturer's technical literature on the proposed pipebursting system, including an affidavit attesting to the previous successful use of the material for lining sewers.
11. A written verification at least 2 days before commencing bursting that the sewer is free of obstructions and debris and is in suitable condition for bursting.
12. Drawings and design calculations demonstrating adequacy of any proposed temporary work including excavation, locations, sheeting and shoring, method of dewatering, other utilities that may be affected; width and length of working area access pit and portions of existing sewer to be removed to conduct Work.
13. Process Control Sheet to include Winch load information, Excavation reinstatement, Tap cut information and pre and post submittal follow up record/survey inspection report, alignment inspection where bursts are complete.
14. HDPE Repair Methods, if required.
15. Point Repair Methods, if required.
16. Daily Logs, Weekly Time Sheets as required.
17. Physical Sample after completion of each section.
18. Seismic Monitoring Plan Including details of Licensed Structural Engineer to be used for building surveys.

## 1.07 TRIAL TEST AND METHODOLOGY REVIEW

A. The Contractor shall comply with the following conditions before a pipe bursting technique becomes accepted as a viable option on a repeat basis:

1. A successful demonstration trial length of sewer pipeline, chosen by the Engineer, which requires that pipebursting shall be carried out including type and quality control tests as recommended by the manufacturer and in compliance with third party specification.
2. The trial shall be carried out at the measured rate prior to approval for adoption by the Owner of the pipebursting system to prove that the equipment, materials, and installation methodology are fully acceptable to meet local conditions.
3. The Contractor shall allow for any further requirement of the Owner, subsequent to the trial, to modify the equipment, material and/or installation methodology in order to complete the Work satisfactorily and meet all testing standards at no cost to the city.
4. The Owner shall formally accept the Contractor as having successfully completed the trial stage should this be the case.

# PART 2- PRODUCTS

## 2.01 MATERIALS

A. Polyethylene Plastic Pipe shall be high-density (HDPE) solid wall polyethylene pipe in accordance with the requirements included herein. This section shall also govern the use of the material in other HDPE applications under this contract.

1. Sizes of the insertions to be used shall be such to renew the sewer to grater flow capacity.
2. All pipes shall be made of virgin material. No reworked material shall be used except that obtained from the manufacturer's own production of the same formulation.
3. The pipe shall be homogenous thought and shall be free of visible cracks, discoloration, pitting, varying wall thickness, holes, foreign material, blisters, or other deleterious faults.
4. Dimensions Ratios: The minimum wall thickness of the polyethylene pipe shall be SDR 19 throughout where the pipe depth is less than 16 feet. Where pipe depth is greater than 16 feet SDR 17 polyethylene pipe shall be used, where required by the Owner, pipes may be tested at ground surface for circularity before installation and welding commences. Circularity will be checked by pulling a closed cylindrical mandrel through the polyethylene pipe. The mandrel shall be at least three times the diameter of the pipe in length, and not greater than the inside diameter of the pipe minus two millimeters. Pipes will be rejected which have greater than 5% deformation due to thermal softening.
5. Material color shall be black or gray.

## 2.02 DELIVERY, STORAGE, AND HANDLING

A. Transportation, handling, and storage of the polyethylene pipe and fittings shall be as recommended by the manufacturer.
B. If new pipe and fittings become damaged before or during installation, it shall be repaired as recommended by manufacturer or replaced as required by the Owner at the Contractor expense, before proceeding further.
C. Deliver, store, and handle other materials as required to prevent damage.

## 2.03 MATERIAL TESTS

A. Contractor shall furnish samples and material tests demonstrating compliance with this specification from an independent laboratory to verify the required physical properties and characteristics of supplied materials in accordance with the applicable ASTM Specification.
B. A certificate shall be furnished by the manufacturer, upon request, for all material furnished under this specification. Polyethylene plastic pipe and fittings may be rejected that does not meet any requirements of this specification. The Owner shall pay for tests on pipe material that meets specification requirements. Contractor shall pay for failed tests and re-testing of failed materials.

## 2.04 EQUIPMENT

A. The pipebursting tool shall be designated and manufactured to force its way through existing pipe materials by fragmenting the pipe and compressing the old pipe sections into the surrounding soil as it progresses. The bursting unit shall generate sufficient force to burst and compact the existing pipeline. See manufacturer's specifications for what size tool should be used in what diameter of pipe, as well as parameters of what size tool for percentage of upsize allowed.
B. The pipebursting tool shall be pulled through the sewer by a winch located at the reception manhole. The bursting unit shall pull the polyethylene pipe with it as it moves forward. The bursting head shall incorporate a shield/expander to prevent collapse of the hole ahead of the PE pipe insertion. The pipebursting unit shall be remotely controlled.
C. The bursting action of the tool shall increase the external dimensions sufficiently, causing breakage of the pipe at the same time expanding the surrounding ground. This action shall not only break the pipe but also create the void into which the burster can be winched and enable forward progress to be made. At the same time the polyethylene pipe, directly attached to the sleeve on the rear of the burster, shall also move forward.
D. The burster shall have its own forward momentum while being assisted by winching. A hydraulic winch shall give the burster friction by which it can be moved forward. To form a complete operating system, the burster must be matched to a constant tension hydraulic winching system.

## 2.05 WINCH UNIT

A. A winch shall be attached to the front of the bursting unit. The winch shall provide a constant tension to the burster in order that it may operate in an efficient manner. The winch shall ensure directional stability in keeping the unit online.

B. The winch shall be of the constant tension type but shall be fitted with a direct reading load gauge to measure the winching load, which must automatically be maintained at a constant tension at a set tonnage reading. The winch, which shall be operated to provide a constant tension through the bursting operation, shall supply sufficient cable in one continuous length so that the pull may be continuous between approved winching points.

C. The winch, cable, and drum must be provided with safety cage and supports so that it may be operated safely without injury to persons or property.

D. The Contractor shall provide a system of guide pulleys and bracing at each manhole to minimize cable contact with the existing sewer between manholes.

E. The supports to the trench shoring in the insertion pit shall remain completely separate from the winch boom support system and shall be so designed that neither the pipe nor the winch cable shall be in contact with them.

# PART 3 – EXECUTION

## 3.01 SEWER SERVICE CONNECTIONS

A. All sewer service connections shall be identified and located prior to pipe insertion. The complete list of service laterals; included relevant footage and diameter of lateral shall be submitted prior to pipebursting to the Owner for information. Upon commencement, pipe insertion shall be continuous and without interruption from one manhole to another, except as approved by the Owner or Owner's representative. Upon completion of insertion of the new pipe, the Contractor shall complete the reconnection of all service laterals on the segment within 24 hours of completing pipe bursting, to minimize any inconvenience to customers, but to allow sufficient time for a newly installed pipe to "relax".

B. The preferred method of saddle connection to the main line shall be either by a) Fernco Coupling b) Inserter Tee (Fowler Manufacturing, Oregon, or approved equal), or c) Electrofusion saddle connection shall be a branch saddle (as manufactured by Central Plastics Company, Driscopipe, Miller, Dupont or approved equal).

1. Electrofusion saddles shall be made of polyethylene pipe compound that meets the requirements of ASTM D-1248, Class C and suitable for fusion welding to pipebursting pipe.
2. Connections to the existing sewer house connection pipe shall be made using sleeved stainless steel flexible couplings. All flexible couplings shall conform to ASTM C-425 and shall be as manufactured by Fernco Joint Sealer Co., DFW Plastics, Inc., or approval equal.

C. Saddle material shall be compatible with that of the main pipe.

D. As required, a cleanout will be installed at the right-of-way or easement boundary on all service reconnections in accordance with the detail shown on the Owner's standard construction drawings. The cleanout shall incorporate all appropriate and necessary couplings to both the lateral connections and service line connection. Excavation for the cleanout and all appropriate and necessary couplings shall be included in the cost of the cleanout.

## 3.02 EXISTING FLOW

A. The Contractor shall provide bypass for controlling wastewater flow and sized appropriately to account for maximum estimated flow based on available flow information provided by the Owner.

B. The Contractor shall be responsible for maintaining continuous sanitary sewer service to each property connected to the segment of sewer subject to pipe bursting operations. The cost of dealing with tanking, bypass pumping and all other private service flow management shall be included in the rate for pipe replacement.

C. If sewage backflow occurs and enters buildings, the Contractor shall be responsible for clean-up, disinfection, repair, property damage as well as resultant costs and claims.

## 3.03 PRE-INSTALLATION CCTV INSPECTION

A. Pipelines that will be upgraded by pipebursting and shall be televised (CCTV) in conformance with the Video Inspection specification included herein.

## 3.04 CORRECTION OF PIPE SAG OR COLLAPSE

A. Significant sags in the sewer pipe or a collapse (Point Repair) must be corrected prior to renewing the sewer pipe by pipe bursting. Correction will be accomplished by point repair.

## 3.05 CONSTRUCTION METHOD

A. Equipment used to perform the Work shall be located away from buildings in order to minimize noise impact, which under all circumstances shall be less than 70 dB unless otherwise allowed by the Owner due to circumstances beyond the Contractor or pipebursting Subcontractor. A silent engine compartment with the winch shall be provided to reduce the noise.

B. The Contractor shall install all pulleys, rollers, bumpers, alignment control, devices and other equipment required to protect existing manholes, and to protect the polyethylene pipe from damage during installation. Lubrication may be used as recommended by the manufacturer. Under no circumstances shall the pipe be stressed beyond its elastic limit. The winch line must be centered in the existing pipe to be burst with an adjustable boom.

C. The installed polyethylene pipe shall be allowed to relax and cool following installation in accordance with the manufacturers

recommended time, but not less than a minimum of four (4) hours (preferably 8 hours) prior to any reconnection of service lines, scaling of the annulus, or backfilling of the insertion pit, unless otherwise allowed by the Owner. Sufficient excess length of new pipe, but not less than 4 inches, shall be allowed to protrude into the manhole to provide for further length reduction. End restraint of pipe ends shall be utilized in accordance with the manufactures recommended procedures.

D. Following a relaxation period of twenty-four (24) hours, the annular space may be sealed. Sealing shall be made with materials approved by the Owner or Owner's representative and shall extend a minimum of four (4) inches through the manhole wall into the manhole in such a manner as to form a smooth, uniform, watertight joint.

E. The Contractor shall use pipe-carrying rollers to keep the pipe above flowers, shrubs, and other vegetative or structural landscaping features that could be damaged by contact with the pipe.

## 3.06 POST INSTALLATION CCTV INPECTION

A. Following installation of new pipelines between manholes where bursting has occurred, CCTV inspection shall be carried out in conformance with the Video Inspection specification included herein. The finished tape shall be continuous over the entire length of the sewer between two manholes and shall be completely free from visual defects.

B. Defects, which may affect the integrity or strength of the pipe in the opinion of the Owner, shall be repaired or the pipe replaced at the Contractor's expense.

C. Post construction videotape, upon completion of reconstruction of each reach of sewer, as appropriate with stationing of services indicated. Data and stationing to be on video.

D. Video data shall remain property of the Owner. Contractor shall retain second copy for his use.

E. Post construction videotapes shall be available to view within one month after the project is completed. Post construction videotapes and a DVD/CD-ROM conversion of the documented videos shall be submitted to the city before final invoices and retainage is released.

F. If any portion of the inspection tapes is inadequate quality or coverage, as determined by the Owner, the Contractor will have the portion re-inspected and videotaped at no additional cost to the Owner.

G. Protection and Restoration of Work Area Disturbance to the ground surface resulting from heave during Pipe Bursting shall be corrected to meet the engineer's requirements and the area shall be restored in accordance with methods referenced elsewhere in this section.

H. All costs associated with Post-CCTV inspection shall be considered incidental to the pipebursting work.

## 3.07 PIPE JOINING

A. The polyethylene pipe shall be assembled and joined at the site using the butt-fusion method to provide a leak proof joint in strict

accordance to the manufacturer's instructions and ASTM D 2657. Threaded or solvent-cement joints and connection are not permitted.

B. All equipment and procedures used shall be used in strict compliance with the manufacturer's instructions and recommendations. Fusing shall be accomplished by personnel who are certified as fusion technicians by a manufacturer of polyethylene pipe and/or fusing equipment.

C. The butt-fused joint shall be true alignment and have uniform rollback beads resulting from the use of proper temperature and pressure. The joint shall be allowed adequate cooling time before removal of pressure. The fused joint shall be watertight and shall have tensile strength equal to that of the pipe.

D. All joints shall be subject to acceptance by the Owner or Owner's representative prior to insertion. All defective joints shall be cut and replaced at no cost to the Owner. Any section of the pipe with a gash, blister, abrasion, nick, scar, or other deleterious fault grater in depth than ten percent (10%) of the wall thickness, shall not be used and must be removed from the site. However, a defective area of the pipe may be cut, and the joint fused in accordance with the procedures stated above.

E. Any section of the pipe having other defects such as concentrated ridges, discoloration, excessive spot roughness, pitting, variable wall thickness or any other defect of manufacturing or handling as determined by the Owner or Owner's representative shall be discarded and not used.

F. Terminal sections of pipe that are joined within the insertion pit shall be connected with Owner approved couplings or connectors with tensile strength equivalent to that as the pipe being joined.

## PART 4- WARRANTY

### 4.01 MATERIAL WARRANTY

A. A written guarantee of 1 year shall be submitted to the Owner for the specific project, and provided by the Manufacturer, against any breakdown of the polyethylene pipe material effectiveness.

### 4.02 WORKMANSHIP WARRANTY

A. A written construction warranty of 1 year shall be provided to the Owner, by the Contractor, against all defects in workmanship.

## PART 5- PAMENT

B. Payment for the work included in this section shall be in accordance with the prices set forth in the proposal for the quantity of work performed.

## Section C

## CLEANING, ROOT REMOVAL, OBSTRUCTION REMOVAL

### CLEANING

### 1.01 GENERAL

The Contractor will determine the most cost-effective method to clean manholes, catch basins, wet wells, and sanitary or drain lines. A daily log shall be maintained to record the location of the manholes, catch basins, wet wells sanitary and drain lines cleaned; lengths of the lines cleaned; method of cleaning; line sizes; and volume and type of debris removed. Observations are to be recorded on a satisfactory cleaning report form to be provided by the Cooperative member.

### 1.02 EQUIPMENT

The equipment expected to be used for the cleaning work includes a high velocity sewer cleaner supplying water capable of at least 80 gpm, with debris removal equipment. Other equipment which might be necessary and shall be available but may be relevant to a separate pay item, include bucket machines, rod machines, hydraulic root cutters, porcupines, kites, vacuum trucks, and balling equipment appropriate to the need.

### 1.03 EXECUTION

If the cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be re-setup on the other manhole and cleaning attempted again. If successful cleaning cannot then be performed, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned until an excavation and "point repair" can be made. After removal of the blockage the Contractor will again clean the line section. All sludge, dirt, sand, grease, rocks, and other solid or semi-solid materials resulting from the cleaning operation shall be removed from the downstream manhole of the section being cleaned. Passing material without removal from the collection system will not be tolerated. The Contractor shall not be responsible for removing mortar or other material which is securely attached to the pipe walls or joint.

Cleaning will be determined to be complete when video inspection of the pipe indicates that all loose debris has been removed so that all of the pipe wall is visible.

## 1.04 DISPOSAL OF MATERIALS

Materials shall be disposed of from the work site not less often than once at the end of each workday. The Contractor will provide satisfactory evidence daily to the Cooperative member of the amount of material removed from the pipes. These quantities will be subjected to certification, as deemed necessary by the Project Manager or Engineer.

The Contractor shall dispose of materials removed during the cleaning process at location designated by the Cooperative member. He must first contact either the superintendent or the operator on duty before disposal. The Contractor shall adhere to all local, state, and federal guidelines in disposal of this material.

## ROOT REMOVAL

A. General: This item shall govern for removal of roots from pipe joints at locations selected by the Engineer.

B. Methods: Special precautions should be exercised to assure removal of visible roots from the joint area which could prevent rehabilitation of the pipe. The use of mechanical devices such as rodding machines, expanding root cutters and porcupines, and hydraulic procedures such as high pressure jet cleaners shall be used, if required. When roots are encountered in a pipe, the Contractor shall notify the Engineer before proceeding with root removal. All roots removed from the joint area shall be removed from the downstream manhole of the line section containing the roots.

   The work shall be performed in a manner which will not damage the pipe, manholes or access points and the working area. The Contractor shall repair any damage and restore the working area at his expense. Where appropriate and as designated by the owner, chemical root control applications may be considered. Chemical root control applications shall be governed by a specification supplied by the owner and approved of by the contractor.

C. Measurement: The work will be measured by the lineal foot length of each line section that roots were removed in and which was included on a work order issued by the Engineer.

D. Payment: All work performed and measured as provided under "Measurement" will be paid for at the unit price bid, which price shall be full compensation for root removal as specified under "Methods", and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

## OBSTRUCTION REMOVAL

A. Description and Purpose: The purpose of an obstruction removal is to clear the sewer main from obstructions so as to allow rehabilitation by any method. Obstruction removal by Remote device for cured-in-place or expanded-in-place rehabilitation:

1. To remove protruding taps (service lines that are protruding greater than one inch into the sewer) or as directed by the engineer.

2. To remove other obstructions.

3.

B. Obstruction Removal by Remote Device:

This method of obstruction removal shall be performed prior to rehabilitation. When a T.V. tape of a previously or currently televised sanitary line identifies an obstruction which could cause a non-uniform liner pipe or obstruction during installation of the liner, it shall be removed. The Contractor shall ask the Engineer for approval of obstruction removal with a remote device using one of the following:

1. To remove PROTRUDING TAPS prior to the inversion of a cured-in-place or expanded-in-place liner, a power driven cutting device shall be utilized. The protruding tap shall be cut so that the protrusion is no greater than 3/4 inch. Damage to the existing sewer line or service line will result in no payment for this method and a point repair shall be done. If the Contractor is unable to remove the protruding tap by this means, then a point repair may be performed at the Engineer's direction.

2. To remove OTHER OBSTRUCTIONS, such as: hanging gaskets, fixed debris, stabilized sand, hardened mineral deposits, heavy roots, etc., a remote device shall be utilized. The device(s) shall be pulled or driven from manhole to manhole using a solid steel mandrel, porcupine, root saw, bucket, etc. to remove the obstruction. The device shall be adequately sized to remove the obstruction to the satisfaction of the Engineer.

**PAYMENT**

Obstruction removal by Remote device will be paid as a per bid item. The Contractor shall receive payment for an obstruction removal when the work has cleared the sewer main to be lined.

Any cleaning of sanitary sewers due to broken pipe, roots, dirt, and loose deposits, etc. will be incidental to obstruction removal by remote device. If any TV inspection is involved, it will be incidental.

Removal of hard deposits, concrete, debris, pipes or any other material in the manhole or that is within the outside wall of the manhole will be incidental to the rehabilitation of sanitary sewer pipes and manholes.

## Section D

## Video Inspection and SSES Oriented tasks

### VIDEO INSPECTION

### 1.01 GENERAL

When cleaning is completed, the Contractor will proceed with the video inspection.

### 1.02 EXECUTION

Pipe inspection shall be accomplished by one of the following methods:

A. Video 4”-6” sanitary or storm sewer service laterals

1. The Contractor shall provide a color mini-camera based closed circuit television inspection system. This system will be used to remotely inspect service laterals from the cleanout. Picture quality should be of a degree of quality to allow a thorough evaluation of service lateral condition.

B. Evaluation Video Inspection of 6" thru 54” Mainline Pipe

1. The Contractor shall use a closed circuit color video system to remotely inspect the pipe. The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor, the video recorder, and other components of the video system shall be capable of producing the picture quality required to properly evaluate the condition of the pipe being inspected.

2. Depth of flow shall not exceed that shown below for the respective pipe sizes as measured in the manhole.

   Maximum Depth of Flow for Television inspection:

| | |
|---|---|
| 6"- 10" Pipe | 20% of pipe diameter |
| 12” – 24” Pipe | 25% of pipe diameter |
| Greater than 24" Pipe | 30% of pipe diameter |

The Contractor will be required to dewater pipe dips as necessary to allow the required visibility. This dewatering will be considered incidental to the video inspection. Picture quality and definition shall be to the satisfaction of the Cooperative member.

3. The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the pipe's condition. In no case will the television camera be moved at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the pipe conditions shall be used to move the camera through the line. If during the inspection operation the television camera will not pass through the entire section due to an obstruction such as a dropped joint, crushed pipe, etc., the Contractor shall set up his equipment so that the inspection can be performed from the opposite end. If, again, the camera fails to pass through the entire section because of an obstruction, a point repair will be completed prior to resuming video inspection. Point repairs must be approved by the Cooperative member prior to excavation.

4. The importance of accurate distance measurements is emphasized. Measurement for location of defects and service connections shall be done with a metering device located in the video inspection van. The footage reading of the counter must be displayed at all times on the monitor and on the videotape. Marking on the cable, or the like, which would require interpolation for manhole depth, will only be allowed at the discretion of the Cooperative member. Accuracy of the distance meter shall be checked by use of a tape and the accuracy shall be within 2%.

5. The location of all significant pipe defects shall be recorded on the inspection log, such as cracked and missing pipe, degree of pipe deterioration, open or shifted joints, leaking joints, relative leak sizes, crushed pipe, and obstructions. The log shall also show pipe type, size, depth, manhole locations, and location of all service connections. In addition, the Contractor must determine and record the street number addresses of all manholes. When requested by the Cooperative member, major defects (protruding defective taps, shifted and dropped joints) shall also be identified by the street number address.

6. After issuance of a video inspection work order, but prior to initiation of field inspection work, the Contractor will field survey the work order area to confirm manhole addresses within the work order scope. The Contractor must use the Cooperative member addressing standard for this inventory.

7. A videotape recording will be made by the Contractor of all pipe sections video inspected. The videotape will include a complete "color" video and audio record of the entire inspection. The video unit shall have the capability of permanently displaying on the video tape information concerning the pipe inspected, including project number, date, street name, manhole designations, size of pipe and the footage counter. On a timely basis the Contractor will deliver to the Cooperative member a copy of the video tape(s) produced during that week as well as copies of the "Television Inspection Report Form" which shall be completed during each video inspection. The form shall be approved by the Cooperative member prior to the commencement of work. For the duration of the Contract the Contractor will maintain a library containing a copy of all videotapes generated on this Contract.

8. The Contractor shall be paid for the actual linear feet of pipe inspected at the bid unit prices for the various sizes of sanitary or storm sewer pipes. A "reverse setup" occurs when a line section must be television inspected from both directions because an obstruction halted camera progress from the initial setup.

## 1.03 COMPILATION OF DATA

The Contractor shall utilize a Cooperative member pre-approved CCTV inspection format.

## SSES GENERAL USE SPECIFICATIONS

### Task 1 – Preparatory Work and Mobilization

1. Collect and review existing information including reports, maps, flow records, water records, maintenance records and other pertinent information related to this project.

2. Printing of all field forms and preparation of map with numbers assigned to manholes to be used in the project.

3. Preparation of equipment to be assigned and transported to the project site.

4. Hold a project kick-off meeting prior to commencement of any work to ensure that all work is conducted in the most efficient manner with proper liaison among the Contractor, Owner and Inspection personnel; and, following all safety procedures.

5. Plan for traffic and pedestrian control to ensure public safety and convenience.

The compensation for this task will be on *a "Per Each"* basis paid as a mobilization item as bid.

### Task 2 – Above Ground Physical Inspection

This task will be conducted to locate system assets for incorporation into the updated maps and for the GPS survey. Evidence of potential problems with the sewer system will also be noted. Infrared scanning, geophysical scanning (GEMS), limited smoke testing and electronic line locating systems may be employed to locate manholes or trace out sewer trunk mains and interceptors. Inspection field crews will also temporarily mark the located system assets to facilitate the GPS survey. The following will be accomplished during this task:

- Investigate the study areas for the purpose of documenting all system assets not shown on the current system maps
- Evidence of sinkholes
- Evidence of line breaks
- Provide listing of system assets that are shown on the existing system maps, but not located in the field
- Provide listing of system assets located by field crews but not shown on the existing system maps

- Provide listing of manholes that were located by field crews, but were not opened due to deterioration of the manhole cover and ring, etc.

The scope quantity will be determined by mutual agreement between the Contractor and the Owner. The compensation for this task will be on *a "Per Linear Foot"* basis.

**Task 3 – Smoke Testing**

Smoke will be introduced into the sewer system using a high capacity air blower testing two line segments or manhole reaches at a time. The air blower will have a minimum capacity of 4,000 CFM. This harmless and relatively odorless smoke testing will be performed under dry weather conditions to allow the maximum detection of inflow and rainfall responsive infiltration sources.

This task, as described above, will be employed on the sewer lines within the study area. Above ground reconnaissance of the study area to determine proximity of storm sewers, creek crossings, drainage paths and ponding areas to the sanitary sewer system will be accomplished concurrently with smoke testing and the visual manhole/line inspection. Digital photographs of every smoke leak found will be taken and sketches showing the leak location will be made and attached to the field forms.

Smoke testing data collected in the field will include:

- Upstream/downstream manhole number
- Length of sewer line
- Cover over line segment
- Leak location from two known reference points
- Degree of smoke observed
- Leak drainage path/ponding area
- Storm sewer crossings or cross connections
- Classifications of leaks as:
  - -Main line
  - -Manhole
  - -Public service line
  - -Private service line

The scope quantity will be determined by mutual agreement between the Contractor and the Owner. The compensation for this task will be based on a *"Per Linear Foot"* basis.

**Task 4 – Manhole/Cleanout and Sewer Line Visual Inspection**

This task consists of opening manholes, examining the interior and inspecting each sewer line entering and leaving the manhole. The sewer lines will be inspected by use of a manhole camera designed for inspection of sewer lines

from the ground surface or descending into the manhole, when necessary. Photographs will be taken of the top of the manhole/cleanout, the interior and of all severe defects. Information gathered during this work, including photographs, will be provided with the field forms.

The following data will be recorded for each manhole inspected:

*Manhole/Cleanout Data*

- Manhole/cleanout identification number
- Construction materials and conditions of cover, ring, walls, steps, aprons and troughs
- Manhole depth
- Number and size of holes in manhole/cleanout cover
- Infiltration sources
- Evidence of leaks and location
- Level of high water mark in the manhole
- Type and depth of debris
- Special problems and conditions such as sources of inflow, overflows, bypasses and manholes located in natural ponding areas, etc.
- Structural Defects, if any, will be noted

*Line Segment Data*

- Length, size, material and depth of pipe
- Root growth in pipe, if any
- Depth of flow
- Type and depth of deposition in pipe
- Visible inflow/infiltration sources
- Structural conditions of pipe, including joints
- Special problems and conditions in pipe

An attempt (10 minutes per manhole/cleanout) will be made to locate and open every manhole/cleanout in order for the manhole/cleanout to be counted for payment. Inspection personnel will uncover and expose manholes/cleanouts that are buried one-half inch or less in asphalt and six (6) inches or less in unpaved areas.

The scope quantity will be determined by mutual agreement between the Contractor and the Owner. The compensation for this task will be on a ***"Per Each"*** basis.

**Task 5 – Sanitary Sewer Manhole/Cleanout Global Positioning System (GPS) Survey and Mapping**

Furnish all manpower and equipment necessary to establish x, y, and z coordinates of located sanitary sewer manholes and cleanouts in the study areas. The center of manhole and cleanout covers will be determined on state plane coordinates (NAD 83) to a horizontal and vertical accuracy of 1

meter. Shots will be tied to known existing control points (survey monuments) in or near the study areas.

Tasks will include:

1. Capture of x-y-z coordinates (NAD 83) through the use of precision GPS equipment for all sanitary sewer manhole/cleanout rims.

2. Procure available GPS coordinate data and monument locations near the project area from the City of Marshall.

3. Establish a layer and manhole/cleanout numbering system as dictated by the city in preparing the digital files for the sewer system. Owner data dictionary and column names will be used.

4. Overlay the updated manhole/cleanout layer from the GPS data source onto the existing manhole/cleanout and line segment layer from the Owner's System Mapping data source.

5. Correct the manhole/cleanout and line segment locations to reflect the updated locations as derived from the GPS and SSES data source.

6. The digital file of GPS data will be delivered in an AutoCAD 14 file or an Arcview shape file and will contain the following data in tabular format:

    a. Asset number of each manhole and cleanout located

    b. x, y, z coordinates in NAD 83

7. Make corrections to the map based on differences found during field survey activities. Provide the corrections to the Owner in both electronic and hard copy format. The depth of all sanitary manholes located on all sewer lines either identified on sewer maps provided by the Owner, or otherwise found in the field will be determined during the SSES manhole /cleanout inspection task. Readings will be taken for all 6-inch and larger diameter sewer lines (no services) entering and exiting the manholes. The depth will be measured using a surveying level rod to determine the flow line elevation of all pipes in the manhole.

    This information together with the GPS shots of the manhole/cleanout lids will provide a database for any future hydraulic modeling activities. The scope quantity will be determined by mutual agreement between the Contractor and the Owner. The compensation for this task will be on a **"Per Each"** asset basis.

### Task 6 – Dyed Water Flooding/Leak Quantification and Evaluation

This task consists of pinpointing inflow sources and quantifying selected collection line, manhole and service line leaks that were identified from the results of previous tasks. Quantification estimates are based on field measurements and empirical values developed from past experience. Leak quantification will also be done by use of portable weirs or hydrostatic devices in conjunction with dye water flooding. This information is then used to evaluate

I/I rates and compare to flow monitoring results to determine quantities of I/I. A portion of the dye flooding will be performed in conjunction with the internal (CCTV) inspection.

The scope quantity will be determined by mutual agreement between the Contractor and the Owner. The compensation for this task will be on a *"Per Each"* basis.

## Section E

## BY-PASS PUMPING (Gravity Pipelines)

A. General: The work covered by this section consists of furnishing all labor, supervision, equipment, appliances and materials to perform all operations in connection with by-pass pumping of sewage flow. The Contractor will be required to provide adequate pumping equipment and force main in order to maintain continuous sewage flow. Under no circumstances shall said flow be interrupted or stopped. The location of the pump(s), force main, discharge point, etc., shall be approved by the City.

B. Methods: It shall be the responsibility of the Contractor to make provisions to meet all requirements of these Specifications and to correct any problems which may arise as a result of bypass pumping operations.

The primary purpose of bypass pumping is to provide reliable sewer service to the residents in the construction area. The secondary purpose of bypass pumping is to facilitate the rehabilitation or construction of the manhole within and upstream of the construction area and to prevent the overflow of sewage into the area waterway. Accordingly, if the City is operating and/or maintaining any bypass pumping in the construction area, the City shall remove its pump(s) and force main(s) and the Contractor shall provide the pump(s) and force main(s) necessary to accomplish the two (2) purposes stated above. This shall be done within 24 hours after the Contractor begins work. The Contractor shall be responsible for any and all pumping being done at any and all locations within the project area throughout the length of the project. The project area shall be defined as the area described by a work order. In those instances where the City has bypass pumping in operation at only a few of the locations within the project area, the Contractor will be responsible for that bypass pumping even if he elects to begin his construction/rehabilitation activities at a location where there is no bypass pumping in operation. The Contractor shall be responsible for bypass pumping operations 24 hours per day, 7 days per week throughout the length of the project. The City shall provide an estimate of the present flow in the line as well as an estimate of the size of the pump(s) and force main(s) needed. However, ultimate responsibility is upon the Contractor to ensure his pump(s) and/or force main(s) are adequate to handle the flow at any given time during the project. The Contractor may cease bypass pumping operations only with the approval of the City.

During bypass pumping, no sewage shall be leaked, dumped, or spilled in/on any area outside of the existing sanitary sewer system of the City. In the event sewage is spilled on public or private property, or any damage done to trees, shrubs, or other valuable vegetation, or to the sewer system as a result of the bypass operation, the Contractor shall restore the damaged items to their original condition, or better, at no extra cost to the City.

C. Measurement: The work will be measured by the setup of bypass pumping equipment at each location which was included on a work order issued by the Engineer, and by the actual number of hours bypass pumping occurs.

D. Payment: All work performed and measured as provided under "Measurement" will be paid for at the unit price bid, which price shall be full compensation for bypass pumping as specified under "Methods", and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

## Section F

## POINT REPAIR

A. General: The primary purpose of a "point repair" is to improve the pipe condition for a short length of an existing sewer line which has deteriorated due to misaligned, cracked, crushed, or missing pipe.

No point repair will be done without the Engineer's specific approval and/or direction by a work order. The carrier pipe shall be replaced in all cases unless otherwise directed by the Engineer. Pipe material used for point repairs shall be similar to that replaced or other material as approved by the Engineer.

B. Methods

1. Length of Repair - It is the intent of these specifications to standardize the length of the pipe to be replaced on an individual point repair. Therefore, regardless of the pipe diameter, the standard, or minimum, length of pipe to be replaced on an individual point repair shall be as follows:

| * Depth of the Sewer Line | Standard Length of Pipe to be Replaced |
|---|---|
| 0′ - 12' | 6' |
| 12'+ | 10' |

*Depth is to be measured from natural ground level to the flow line of the sanitary sewer main at the point of the repair.

In some instances, it may be necessary for an additional length of sanitary sewer main, beyond the above stated "standard length" to be replaced in order to accomplish a proper repair. Accordingly, the Contractor is hereby notified that any length of pipe replaced beyond the above stated "standard length", for a particular depth, shall be considered "Extra Length for Point Repair" and shall be approved by the Engineer.

2. Procedure - The Contractor shall be responsible for the method of excavation (machine, hand or both) used for point repair and said method shall be approved by the Engineer. Said work shall also be performed in a professional manner without any undue interruption or inconvenience to the public.

When a point repair is required within an easement across private property, the Contractor will be responsible for making arrangements with the owner of the property relative to the removal and replacement of trees, plants, and shrubbery, etc. If the property owner has no objections, the Contractor shall remove trees, plants, etc., from the easement or right-of-way to allow him to perform his work. Plants will be set aside and replanted or replaced when work has been completed.

For all point repairs, the Contractor shall be required to provide an acceptable method for establishing a proper grade for the pipe being replaced. It is desirable to disturb the existing bedding as little as possible. Accordingly, if said bedding is disturbed during the point repair procedure, the Contractor shall place cement stabilized sand beneath the new pipe; the minimum compacted thickness being six inches (6").

Prior to replacing the pipe in a point repair, the Contractor shall determine the condition of the pipe on both sides of the point repair by visual inspection and report any defects or deficiencies to the Engineer.

3. Excavation and Backfill - Excavation and backfill shall be the same as those stated on this subject in Item P - "Excavation and Backfill".

C. Measurement: The work will be measured as one (1) unit for each standard length point repair made and by the linear foot for the extra length of point repair made beyond the standard length.

D. Payment: The Contractor shall be paid for each point repair based on both the depth of the main at the location of the repair and the diameter of the sanitary sewer main to be repaired.

All depth measurements will have to exceed the depth range in the bid proposal by at least four (4) inches before the Contractor may claim Payment from the bid item for the next depth range. Tapes, calipers, etc., shall be provided by the Contractor to the Engineer for verification of all measurements.

Payment for "Extra Length Point Repair" shall be made on a PER LINEAR FOOT basis and at the unit price bid for "Extra Length Point Repair". However, said unit price is NOT to exceed the price per foot of a standard point repair of a similar size pipe at the applicable depth.

Payment for "Well Pointing" shall be made on a "PER EACH" basis as approved by the Engineer prior to installation.

When, during the process of a point repair, a service tap reconnection is required, the cost of such reconnection shall be included as incidental to the work.

The unit price for "Point Repair" and, if required, "Extra Length for Point Repair" will be full compensation for all materials, restoration (including, but not limited to, solid sodding), sheeting, fence removals and replacement, incidental labor, and equipment necessary to make these repairs.

**END OF SECTION**

## Section G

## SANITARY SEWER MANHOLE REPLACEMENT

A. General

1. Seal Ring and Lid: This includes installation of gasketed pressure equalizing insert in the manhole.

2. Replace Ring and Lid: This includes the removal of damaged or non-watertight rings and covers, and replacement with approved watertight rings and covers.

3. Reconstruct: This includes the required excavation of the existing manhole and the replacement of broken, failed or deteriorated sections with approved manhole materials to provide a watertight manhole.

4. Remove and Replace: This includes the total removal of the existing manhole and the replacement with approved manhole and invert.

5. Extra Depth: When measured from the top of the manhole ring to the invert, any depth exceeding 6 vertical feet.

B. Submittals

1. The Contractor shall submit all materials for Manhole Rehabilitation to the Engineer for approval. The submittal shall include the manufacturer's specifications and installation instructions.

2. Submittals shall include directions for application and descriptive literature on safe storage, handling and disposal of the product and MSDS sheets, if appropriate.

C. Materials for Manhole Rehabilitation: Materials shall be as follows:

1. Manhole Ring and Cover: Replacement of cast iron ring and cover.

   Comply with Illinois Department of Transportation (IDOT) Standard Specifications.

2. Manhole Reconstruction Materials:

   a. Stacked pre-cast concrete joint sections

   b. Cast-in-Place concrete liner; Class A 3000 psi concrete.

3. Manhole Dish Inserts:

   a. Dish:

      (1) Body manufactured of 304 Stainless Steel.

      (2) Not less than 18 gage.

      (3) Shall have a straight side design to allow a loose fit into ring for easy removal. The insert manufacture must furnish a "Load Test Verification" showing a load test failure in excess of 3000 lbs.

b. Gasket:

(1) The gasket shall be manufactured of close cell neoprene, and shall have a pressure sensitive adhesive on one side. The gasket shall be installed by the manufacturer and must be compatible with the insert material to form a long lasting bond in wet or dry conditions.

c. Relief Valve:

(1) The gas relief valve shall be designed to release at a pressure of .5 to 1.5 psi. The valve shall be installed in the insert by means of a hole tapped in the insert by the manufacturer. The valve shall be made of Nitrile for prevention of corrosion from contact with hydrogen sulfide, diluted sulfuric acid and other gases associated with waste-water collection systems.

d. Handle:

(1) The dish shall have a handle of 3/16" plastic coated stainless steel cable installed on the body of the dish. The handle shall be attached with a #6 high grade stainless steel rivet. The cable shall be braided in a manner which resists cutting with common bolt cutters. The cable terminal and eye shall be made of stainless steel.

e. Tether:

(1) Each dish shall have a factory installed five foot long, 3/16" stainless steel cable retaining tether that shall pass through a water tight grommet in the bottom of the dish with a high grade stainless steel adjustable locking device located between the bottom of the dish and lift loop at the top end of tether. The cable shall be braided in a manner which resists cutting with common bolt cutters. The cable terminal and eye end shall be made of stainless Steel.

f. Acceptable Product:

(1) "Rainstopper" manhole insert or approved equal.

3. Manhole Ring Encasement: All manhole rings shall be encased with non-reinforced concrete as shown on the plan details or equal as approved by the Engineer.

a. Concrete for concrete encasement around manholes not in a new or existing street shall conform to IDOT Standard Specifications. Concrete is to be placed to the depth excavated and have a minimum thickness when measured at the manhole ring of one foot (1'). The surface of the encasement shall be four and one-half inches (4-1/2") below the top of the manhole ring.

b. Concrete for concrete encasement around manholes in new or existing streets shall conform to IDOT Standard Specifications, and the minimum dimensions shall be as in

manhole ring encasement paragraph 1, except that the top of the concrete shall match the top of the street base course leaving a minimum of one and one-half inches (1-1/2") and a maximum of three inches (3") for replacement of asphalt.

c. In concrete streets, concrete encasement shall be placed to existing street level. Where manholes are constructed in existing streets and where directed by the Engineer or shown on the plans, the exterior exposed surfaces of the ring, mortar, throat rings and manhole surface shall be coated with a one-eighth inch (1/8") minimum thickness of Trowel Mastic No. 710-23 as manufactured by Flintkote, or equal prior to placement of concrete.

D. Installation Procedures

1. Replacement of Manhole Ring and Cover

a. If broken or damaged castings or non-watertight rings and covers are encountered or manhole rings require resetting, the Contractor shall be required to replace defective or non-watertight castings with rings and covers and/or reset manhole rings.

b. Locations shall be recorded and forwarded to the Engineer.

c. New watertight rings and covers shall be supplied by the Contractor.

d. Salvageable Materials: All castings removed shall become the property of the City and shall be turned over to the City as directed.

e. Construction Methods:

(1) Materials shall be removed from around the frame to a depth to expose the entire ring and cover and at least two brick courses or 6" of the top of the manhole corbel and/or grade rings.

(2) If the manhole is located in pavement, the ring and cover removal shall be accomplished by saw cutting the pavement a maximum of 4 feet by 4 feet or as approved by the Engineer.

(3) Removed material shall be disposed of by Contractor in accordance with applicable regulations.

(4) The top of the manhole shall be rebuilt and adjusted as necessary to required elevation.

(5) The new cast iron manhole ring shall be set in full mortar bed.

(6) Manhole ring encasement shall be placed after installation of the watertight ring and cover and after the mortar has set sufficiently.

2. Manhole Removal/Replacement

a. Comply with IDOT Standard Specifications – Manhole and Inlets.

3. Manhole Dish Insert

a. Manhole dish insert rim with gasket shall be placed in $360^{o}$ contact of manhole ring.

b. Do not force or hammer into place.

4. Manhole Reconstruction

a. Either stacked pre-cast concrete joint sections (sealed after construction per these Specifications), monolithic poured concrete manholes or cast-in-place concrete liners (minimum 6" thick) will be allowed.

b. Materials shall be removed from around the existing manhole to the depth of 4" below the existing manhole bench. All existing manhole materials above this point shall be removed. For manholes in paved areas, the Contractor shall saw cut a maximum 7 feet x 7 feet square or as approved by the Engineer.

c. Contractor will clean and level the remaining bearing surface prior to reconstruction. Manhole shall be made watertight.

d. The remaining base of existing manhole will be sealed as specified in Manhole Sealing/Waterproofing.

E. Measurement and Payment

1. Removal and Replacement of Manhole

a. This item will be measured by one unit for each 0 feet to 6 feet manhole removed and replaced for each type; and the item shall be paid for by unit price bid.

b. Vertical footage of depth will be measured along vertical center lines of manhole from invert to top of manhole cover.

c. Payment will be based on actual number of manholes installed in the field at locations specified and for any extra manhole depth on a per foot basis.

d. This item includes, as incidental to work, excavations, removal of existing manhole, dewatering sumps as necessary, precast of cast-in-place concrete foundation, grouting and gasketing joints, adjusting rings, cast iron ring and cover, invert construction, backfilling as required and disposal of excess materials.

e. Removal and restoration of curbs, gutters, sidewalks, driveways, fences, sodding, pavement and pavement base shall not be paid for as separate items.

f. Wall sealing required on stacked RCP manholes shall be incidental to the manhole replacement.

2. Reconstruction

a. This item will be measured by one unit for each 0 foot to 6 foot manhole reconstructed for each type; and this item shall be paid for by unit price bid.

b. Vertical footage of depth will be measured along vertical centerline of manhole from invert to top of manhole cover.

c. Payments shall be based on actual number of manholes reconstructed in the field at locations specified.

d. This item includes, as incidental to work, excavations, removal of existing manhole components (as necessary), dewatering sumps as necessary, grouting and gasketing joints, adjusting rings, cast iron ring and cover, invert and bench, reconstruction, backfilling, testing and disposal of excess material.

e. Removal and restoration of curbs, gutters, sidewalks, driveways, fences, sodding, pavement, and pavement base shall not be paid for as separate items.

f. Wall and joint sealing required on stacked RCP manholes shall be incidental to the manhole reconstruction.

3. Extra Depth Manholes

Extra depth greater than 6 feet in depth will be measured by one unit for each vertical foot greater than 6 feet and this item shall be paid for by unit price bid.

4. Sealing Manhole Ring and Lid

a. This item will be measured by one unit for each manhole dish insert provided and installed and shall be paid for by unit price bid.

b. Payment will be based on actual number of dish inserts installed in the field at specified locations.

c. This item includes, as incidental to work, removing manhole cover, cleaning manhole frame rim, installing insert, and replace existing manhole cover.

4. Replacement of Manhole Ring and Lid

a. This item will be measured by one unit for each manhole ring and lid replaced and shall be paid for by unit price bid.

b. This item includes, as incidental to the work, adjustment, concrete encasement, removal and disposal of existing ring and cover, sawcutting and removal and replacement of asphalt.

**END OF SECTION**

## Section H

## HDPE Tight Fit Lining System

### 1.0 INTENT

1.1 It is the intent of this specification to provide for the installation of a polyethylene pipe inside of an existing pipeline by means of an HDPE Tight Liner process. The completed system shall be installed by means of radially compressing a high-density polyethylene pipe and inserting it into a new or existing pipeline. The system shall be continuous between flange connections. The completed liner pipe shall fit with no measurable annular space between the liner pipe and the host pipe.

### 2.0 DESCRIPTION OF WORK

### 2.1 Steel Pipe or Other Pipe Material

The Owner will provide the Contractor with the following information, to include host pipe material type, prior to determination of the liner thickness required:

Location
Diameter and Wall
Thickness Length
Internal
Pressure Joint
Type
Fluid
Temperature
Flange Rating

### 3.0 REFERENCED DOCUMENTS

3.1 This specification references ASTM F-714 (Pipe Standard), ASTM D3350-PE345434C (Cell Classification), ASTM D-1248-Type III, Class C, Category 5, Grade P34 (Pipe Material), PPI Designation PE3408, AWWA C901 (Potable Water if applicable) and NSF - Listed, Standard #14,(by size and order if applicable). The methods, material, and workmanship shall also meet the standards and practices of material supplier and Installing Contractor.

### 4.0 CONTRACTOR/INSTALLER QUALIFICATIONS

4.1 Only proven Products and Installers will be acceptable for use. The bidding contractor must provide documentation, acceptable to Purchasing Cooperative, showing the Installer's experience with successful completion of projects using the same product intended for use on this contact.

## 5.0 MATERIALS

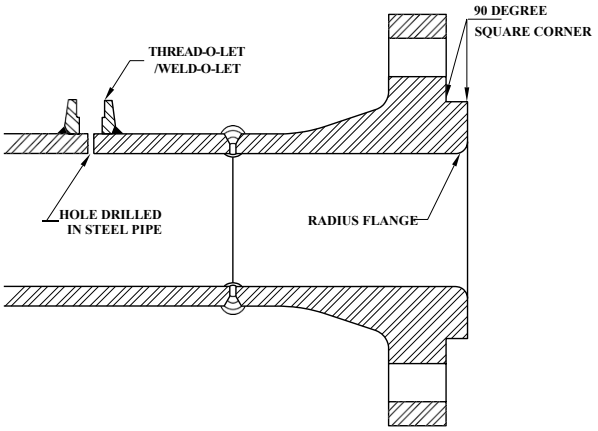
5.1 **Lining Pipe** - The material for pipe lining shall meet the requirements of the above- referenced specifications.

5.1.1 Dimensional tolerances for wall thickness and diameter shall be per ASTM F-714.

5.1.2 The HDPE pipe shall be extruded to a nominal outside diameter recommended by the Installing Contractor to provide the desired fit.

5.1.3 The nominal outside diameter of the lining pipe shall be left to the discretion of the installing contractor but shall not in any case be smaller than the nominal inside diameter of the host pipe.

5.2 **Steel Flanges** - The steel flanges which shall be installed at each end of each lined section shall be ANSI rated, raised-face, weld-neck flanges, suitable for the pressure rating required.



5.2.1 The steel flanges shall be machined with a radius cut on the inside diameter of the raised face to dimensional tolerances as required by the product manufacturer.

5.3 **Retainer Rings** - The retainer rings shall be made of carbon steel, ASTM A-106 or equivalent.

5.3.1 The retainer rings shall be machined to the size required for the product to allow compression of the HDPE flange fitting without allowing for cold-flow of the flange face under planned operating conditions, or excessive compression during closure.

5.4 **HDPE Flange Fittings** - The polyethylene flange fittings to be installed at each end of each line section shall meet the above-referenced HDPE material specifications and provide fusion compatibility with the liner pipe.

5.4.1 The HDPE flange fittings shall be machined to provide a compression seal at the steel flange connection. Nominal dimensions and dimensional tolerances for face thickness, diameter, and wall thickness shall be according to recommendations by the Installing Contractor.

5.5 **Studs and Nuts** - The studs and nuts for the joining of the steel flanges shall be ASTM A- 193 grade B-7, ASTM A-194 grade 2-H respectively.

5.5.1 Studs shall be extra-length to accommodate the added dimension of the retainer ring.

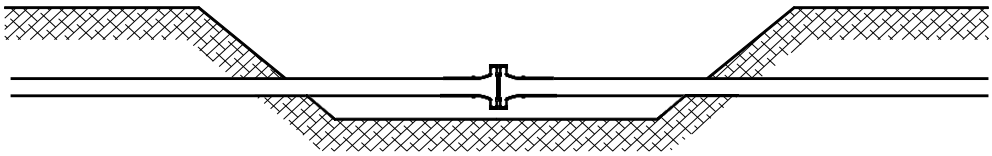
## 6.0 LINER DESIGN

6.1 The Installing Contractor is responsible for the minimum wall thickness to accommodate installation stresses.

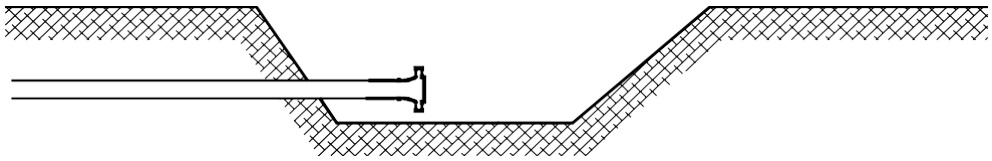
## 7.0 HOST PIPE AND SITE PREPARATION

7.1 The host pipe and project site shall be furnished, installed and prepared by others unless specifically detailed in another section of these specifications.

7.1.1 **Bell Holes** - Bell holes for access to the host pipe shall be excavated at predetermined intervals according to the attached detail.



*Mid-Point Excavation*

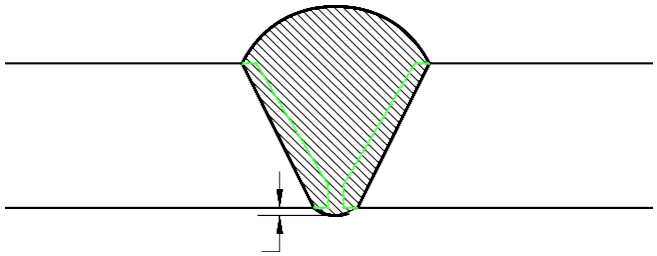


*End-Point Excavation*

7.1.2 The host pipe shall be cut at the liner section intervals and RFWN steel flanges installed per the above-referenced detail by others.

7.1.3 The host pipe shall have an o-let located on the pipe within six-inches of the RFWN flange. The o-let shall be furnished by the Installing Contractor. A $^{1}/_{8}$th-inch hole shall be drilled through the steel pipe inside of each o-let by the Installing Contractor.

7.1.4 The steel pipeline shall be installed by others. Bead penetration of welded joints shall not exceed $^{1}/_{16}$th-inch as shown.



*Steel Pipe Internal Weld Bead*

7.1.5 Cleaning necessary to pass the blow-down pig through the line or obstruction removal required for the insertion of the sizing plate is the responsibility of the Installing Contractor. The owner warrants that the system involves no known hazardous waste for which special insurance is required. Waste disposal sites, if required, shall be provided by the owner.

## 8.0 **TIGHT LINER PROCESS**

8.1.1 A rubber pig (blow-down pig) shall be inserted through the steel line by compressed air in order to insert a wireline.

8.1.2 A sizing plate with a diameter sized smaller than the inside diameter of the steel pipe (determined by the Installing Contractor) will then be pulled through the line to determine the condition of the line. Any obstructions or inclusions, including high weld beads, tight bends, deformed pipe, etc., shall be removed by others so the sizing plate can pass through the entire line segment.

8.1.3 The HDPE liner pipe shall be delivered to the site in fifty-feet lengths (unless coiled) and joined together by fusion welding in accordance with the material manufacturer's procedures.

8.1.4 The fused sections shall be of sufficient length to completely line each steel pipe section. The liner pipe shall be inserted through a reduction roller box designed and manufactured by United Pipeline Systems which radially compresses the HDPE pipe, or approved equal.

8.1.5 The pulling tension shall be provided by a wireline with capabilities of measuring pulling tension, distance, and wireline speed.

8.1.6 Once the liner pipe is pulled into place inside the existing line, the pulling tension is eased and the liner allowed to expand radially to fit tightly against the inside of the steel pipe. After sufficient time has elapsed to allow the pipe to stabilize, HDPE flange fittings shall be installed on both ends.

## 9.0 **STEEL PIPE JOINING**

9.1.1 The lined sections of the flanged steel pipe shall be joined by the Installing Contractor.

9.1.2 Installing Contractor shall drill necessary holes in the steel line at the locations of the o-lets prior to liner insertion.

9.1.3 The mating ends of two sections of steel pipe shall be aligned, the retainer ring inserted between the steel flanges, and the connection bolted together.

9.1.4 The installation of risers, valves, and bracing for each monitoring station shall be performed by the Installing Contractor.

## 10.0 **SLURRY PIPELINE SYSTEMS**

10.1.1 Slurry pipeline systems shall incorporate the United Pipeline Systems Patented Slurry Flange. The Slurry Flange shall be machined from ANSI Raised Face Weld Neck Flanges from United Pipeline Systems drawings.

10.1.2 All Tight Liner fusion joints shall have the internal fusion beads removed.

## 11.0 **TESTING**

11.1.1 Any pressure test on the steel pipe or the completed system is not a part of this scope of work and shall be performed by others. Testing of the flow introduced in the lined pipe shall be visually observed by the monitor o-lets.

## 12.0 **SITE CLEAN-UP**

12.1.1 Upon acceptance of the installation, work, and testing, the contractor shall restore the project area affected by its operation.

## 13.0 **PAYMENT**

13.1.1 Payment for the work included in this section will be in accordance with the payment schedule in the proposal.

## Section I

## INTERNAL REHABILITATION OF PRESSURE PIPE USING FIBER REINFORCED POLYMERS

### 1. GENERAL

### Description of Work

1. This specification is intended to define the minimum requirements of structural strengthening using internally bonded glass fiber reinforced polymer (GFRP) and carbon fiber reinforced polymer (CFRP) composite systems.
2. The work includes the furnishing of all materials, labor, equipment and services for the supply, installation and finish of all structural strengthening using internally bonded GFRP/CFRP composite system.

### Work Included

1. This Section of the Specification is not necessarily complete in itself. Read in conjunction with the Contract Document.

### Reference Standards

General

The publications listed below form a part of this specification to the extent referenced. Where a date is given for referenced standards, the edition of that date shall be used. Where no date is given for reference standards, the latest edition available on the date of the Notice of Invitation to Bid shall be used.

International Code Council (ICC)

.1 ICC AC125, Acceptance Criteria for Concrete and Reinforced and Unreinforced Masonry Strengthening Using Externally Bonded Fiber Reinforced Polymer (FRP) Composite Systems.

.2 ICC-ESR-2103, Acceptance Criteria for Concrete and Masonry Strengthening using the Tyfo☐ Fibrwrap☐ Fiber-Reinforced Composite Systems.

American Standard for Testing and Materials (ASTM)

.3 ASTM D7565, Standard Test Method for Determining Tensile Properties of Fiber Reinforced Polymer Matrix Composites Used for Strengthening of Civil Structures.

.4 ASTM D4541, Standard Test Method for Pull-off Strength of Coating Using Portable Adhesive-Testers.

.5 ASTM D7290, Standard Practice for Evaluating Material Property Characteristic Values for Polymetric Composites for Civil Engineering Structural Applications.

## MATERIAL QUALIFICATIONS

1. Materials for the GFRP/CFRP system have been pre-qualified and shall be supplied by the following manufacturers:

   A. Fyfe Co. LLC (3940 Ruffin Road Suite C San Diego, CA 92123. Tel: 858-642- 0694, Fax: 858-444-2982, Email: info@fyfeco.com)

   B. Approved alternate GFRP manufacturer. Alternate GFRP systems must provide all items listed in Section 1.5 of this specification with their bid; otherwise, they shall be considered non-compliant.

### Submittals prior to installation

Certified Applicator Information:

1. Surface bonded GFRP/CFRP composite system shall be installed by Contractor with written consent from manufacturer that the Contractor has been trained. Contractor shall have a minimum of 10 years of experience in performing GFRP/CFRP composite retrofits.

2. Written verification from the manufacturer that the Contractor has received the required certifications and training.

3. The Contractor shall have written documentation with client contact information showing successful installation of the proposed rehabilitation system on a minimum of twenty-five
   (25) independent internal pipe rehabilitation projects for 36-inch diameter or greater pipes that were designed as a stand-alone system within the past three years.

4. The Contractor shall provide names of the applicator's key personnel (superintendent, assistant and five lead technicians) who will perform the actual work for the Owner. The superintendent, assistant and five lead technicians shall have a minimum two years of experience with a minimum of five (5) pipe rehabilitation projects for 36-inch diameter or greater concrete pressure pipes that were designed as a stand-alone system for a minimum total internal pressure of 150 psi.

5. The Contractor shall provide an access and ventilation plan including confined space certification for all employees.

6. The Contractor shall provide a one-year warranty for the work performed under this task order from the date that all of the work is accepted by the Engineer against all faulty or imperfect materials and against all imperfect, careless, and/or unskilled workmanship. The warranty shall cover materials and labor for repair of the defects stated in section 3.8.

7. The Contractor shall provide a written confirmation that they are willing and able to provide a 1-year bonded warranty for the proposed rehabilitation system as outlined further in this Specification.

Design and working drawings:

8. Stamped and signed structural calculations and drawings by a professional Civil or Structural Engineer. Design shall be based on the clearly written performance criteria defined on the structural drawings and consistent with AWWA C305 code requirements and assumptions.

9. Working drawings shall detail the type, locations, dimensions, numbers of layers, and orientation of all GFRP/CFRP materials and coatings to be installed.

10. A list of two different manufacturer approved testing laboratories that can perform the required ASTM D7565 and/or ASTM D3039 tests.

Product/Manufacturer Information:

11. Manufacturer's product data sheet indicating physical, mechanical and chemical characteristics of all materials used in the GFRP/CFRP system. Also, test reports shall be provided with the mechanical properties of the GFRP/CFRP system listed in Table 1, durability of the GFRP laminated based on the environmental conditions in Table 2, and physical properties of the resin listed in Table 3. Reported properties shall be based on the listed standards and the number of tests required in these tables.

**Table 1: Mechanical Property Tests Required for the GFRP/CFRP System**

| Material Property | ASTM Test Method | Min. No of Tests |
|---|---|---|
| Tensile strength and modulus | D3039 | 30 |
| Flexural strength and modulus | D790 | 10 |
| Overlap splice shear strength | D7616 | 10 |

**Table 2: Minimum Environmental Durability Tests Required for the GFRP/CFRP System**

| Environmental Durability Test | ASTM Test Method | Test Condition | Test Duration (hrs.) | Req. % Retention of Tension Properties per ASTM D3039 |
|---|---|---|---|---|
| Water and Temperature Resistance | D2247 | 100% RH at max 125°F | 1,000 | 90 |
| | | | 3,000 | 85 |
| | | | 10,000 | 80 |
| Salt Water Resistance | D1141 | Immersion at max 125°F | 1,000 | 90 |
| | | | 3,000 | 85 |
| | | | 10,000 | 80 |

**Table 3: Physical Property Tests Required for the Saturating Resin**

| Material Property | ASTM Test Method | Min. No of Tests |
|---|---|---|
| Glass Transition Temperature | D4065 | 5 |
| Water Absorption | D570, Sec. 7.4 | 5 |
| Longitudinal Coefficient of Thermal Expansion | D696 | 5 |
| Transverse Coefficient of Thermal Expansion | D696 | 5 |

12. Manufacturer's Material Safety Data Sheets (MSDS) for all materials to be used.

13. Only two part 100% solids, ambient cure epoxy resin systems shall be permitted. No polyester or vinyl ester resins will be accepted as alternates to an epoxy resin. Also, the method of application of the glass fiber system shall be the wet layup method only. Procured laminates or the dry layup method shall not be permitted.

14. Submit defect criticality testing that defines the structural significance of various anomalies that can occur using the hand layup process (e.g., voids, blisters, fiber misalignment). See section 3.8 of this specification.

15. Installation procedures, maintenance instructions, and general recommendations regarding each material to be used.

16. Certification by the manufacturer that supplied products complies with local regulations controlling use of volatile organic compounds (VOC's).

17. Products that require the use of respirators do not comply with local regulations controlling use of VOC's and shall not be allowed.

18. NSF Certification for the proposed composite system is required when any part of the system may come in contact with the potable water being transported by the pipeline. A printout from the NSF website dated within one week of the request for submittals showing the current and valid certification of the proposed system's NSF approval shall be submitted.

19. Provide a third party testing report stating the FRP systems may be used to provide localized patch repairs on small steel cylinder holes in-lieu of welding. The test shall prove that FRP materials can withstand 50 psi minimum of pore water pressure for 7 days minimum on a minimum of five (5) test specimens with no observed leaking or rupturing.

20. Written and notarized certification that the Contractor has authority to use intended methods without infringing on U.S. patents related to this scope of work.

Design Engineer Information:

21. Written documentation with client contact information showing successful design of the proposed rehabilitation system on a minimum of ten (10) independent internal pipe rehabilitation projects for 36-inch diameter or greater pressure pipes that were designed as a stand-alone system within the past three years.

**Design Requirements**

The pipe rehabilitation system shall be designed to resist loads from earth pressure, live loads, and internal pressure based on procedures of AWWA C305 design guideline. The design shall be based on the maximum of the forces resulting from different load combinations and the design shall be based on a minimum 50-year design life assumption. The design parameters listed below are applicable for the rehabilitation of all proposed pipeline sections and the Owner shall provide on per project basis. The design of the proposed rehabilitation system shall be based on the following parameters:

| | |
|---|---|
| Internal diameter (inch) | X in. |
| Internal working pressure (psi) | X psi |
| Internal working plus transient pressure (psi) | X psi |
| Soil cover height (above invert) (feet) | X ft. |
| Height of ground water below the ground surface (feet) | X ft. |
| Live loads (equivalent to HS20 truck) | X |
| Temperature change of ΔT | ± X °F |
| Bends | X |

The pipeline rehabilitation system shall be designed as a stand-alone system in resisting pressure and bending. The design shall include factors of safety that are selected for long-term loads, short-term loads, and buckling based on established procedures.

## APPLICATION

**Examination**

1. Examine substrates, areas, and conditions under which structural epoxy-resin fabric composite systems will be applied (with installer present) for compliance with requirements. Do not proceed with installation until unsatisfactory conditions have been corrected.

2. The Contractor shall examine the existing conditions to identify potential obstructions and constraints; shall verify dimensions, geometry and manhole locations; and shall map all visible voids and cracks in the concrete core.

3. Voids in the concrete core greater than 0.50 inches in depth must be filled with an epoxy repair grout.

## Surface Preparation

1. Surface preparation of the GFRP/CFRP system will be per Manufacturer's recommendation and consistent with their Quality Control/Quality Assurance Manual.

## Environmental Conditions

1. The installation of a GFRP/CFRP system requires temperature and moisture control. In conditions with an ambient air temperature less than 50□ F, auxiliary clean heat sources may be used to raise the ambient temperature to a desired level.
2. The presence of moisture inhibits the adhesion of epoxies to concrete surfaces. Portable barriers and blowers shall be erected at the repair locations to dehumidify the concrete surface in the pipe. The environment shall be maintained to meet the recommendation of the project manufacturer, or 65□F minimum. Surface moisture shall not exceed that used for surface bonding qualifications and no more than 10□ F above dew point.
3. If water leakage exists through cracks or joints, water flow must be stopped prior to installation. The Contractor shall be responsible for maintaining dry conditions. However, operation of all valves shall be by the Owner or under the direction thereof.
4. Proper dust control and ventilation shall be provided to meet OSHA requirements.
5. The work area is a confined space that will require an entry permit in accordance with OSHA regulations. The Contractor is responsible for the training of all personnel, air testing, safety equipment and complying with the requirements of OSHA.
6. After GFRP/CFRP system installation, the Contractor, shall heat the pipe to the highest attainable temperature, 80 □F minimum for a minimum of 24 hours to achieve proper material cure (85% cure minimum).
7. Epoxy resins (including primers) shall be mixed according to the GFRP/CFRP system manufacturer's installation instructions.
8. Mixed epoxy resins that exceed the pot life specified by the manufacturer shall not be used.

## Installation

1. Installation of the GFRP/CFRP system will be per Manufacturer's recommendation and consistent with their Quality Control/Quality Assurance Manual.

## Inspection and Testing

1. In-situ Testing

   ASTM D7522 and/or ASTM D4541 – Adhesion Tests (if required by engineer-of-record)

   A. Direct tension adhesion testing of cored samples shall be conducted using the method described by ASTM D7522 and/or ASTM D4541. The CONTRACTOR shall install one layer of GFRP/CFRP in at least one 2ft by 2ft area to be used as mock-ups of the installed GFRP/CFRP system in accordance with ASTM D4541. The location shall be representative and selected by the engineer and may be on adjacent non-repair pipe provided that surface preparation is the same as that to be used for the repair pipe. Mock-up shall be prepared on each type of concrete substrate or for each surface preparation technique used if variations in such conditions exist.

   B. The Contractor shall perform at least three pull-off tests in the mockup area in the presence of the inspector according to ASTM D4541 and using testers with documented calibration. The CONTRACTOR shall take precautions to ensure proper alignment and shimming of the test fixture to prevent non-perpendicular forces on the test specimen which can produce low bond strength results.

   C. The prepared surface of the bonded GFRP/CFRP system shall be allowed to cure a minimum of 72 hours before execution of the direct tension pull-off test.

2. Laboratory

   Testing Sampling

   1. Record lot number of fabric and epoxy resin used, and location of installation. Measure square footage of fabric and volume of epoxy used each day. Label each sample from each day's production.

   2. A "sample batch" shall consist of two 12" by 12" sample panels of cured composite. A minimum of two "sample batches" shall be made daily. The two "sample batches" will be taken at appropriate times during the day as to ensure the maximum material deviance in the components of the GFRP/CFRP composite as accepted by ICC AC 178.

3. Preparation of Samples

   A. Prepare sample on a smooth, flat, level surface covered with polyethylene sheeting, or 16 mil plastic film, prime with epoxy resin. Then place one-layer of saturated fabric and apply additional topping of epoxy. Cover with plastic film and squeegee out all bubbles.

   B. Samples shall be stored in a sample box and not moved for a minimum 48 hours after casting. The prepared, identified samples shall be given to a pre-approved and experienced testing agency. The testing agency shall be a

qualified testing laboratory that is independent from the installer, capable of performing tests according to the ASTM standards. The laboratory shall then precondition samples for 48 hours at 140°F before testing.

4. ASTM D7565 and/or ASTM D3039 – Tension Tests

   A. Test a minimum of 15% of all samples as per ICC AC178. If one coupon fails, specimens from the same 12" x 12" sample will be tested. If these specimens also fail, the other 12" x 12" sample from the same "sample batch" will be tested. In the extreme case that this sample also fails, the remaining "sample batch" for that day will be tested and appropriate remediation shall be taken to ensure integrity of the system at locations from the failed "sample batch". In addition, 15% of the remaining samples shall be tested by the same criteria as per ICC AC178.

   B. GFRP/CFRP design values must be lower than the calculated mean determined from the test results received from the ASTM D7565 and/or ASTM D3039 field test specimens. Acceptable minimum values for ultimate tensile strength, tensile modulus, and elongation shall not be below the submitted design values. Any values below the submitted design values will require remediation.

**Curing**

1. All GFRP/CFRP areas shall be cured using the curing schedule recommended by the Manufacturer in writing and approved by the Engineer prior to Construction.

2. The Installer's work schedule shall allow sufficient time between completion of repairs and refilling of the pipeline so that all GFRP/CFRP completes at least 85% cure before being exposed to water based on the cure temperature versus time relationship provided by the Manufacturer, unless adequacy of lesser percent cure is proven by test data. The Engineer shall reject the work schedule is sufficient for curing in not provided.

3. The Engineer may specify a revised curing schedule during construction, if needed, based on the cure progress reported by the inspector.

4. Curing shall take place in a dry environment to prevent amine blush. If heating is used, direct-fired gas or kerosene "salamander" type heater shall not be permitted. Only electric or indirect-fired heaters shall be permitted.

5. Curing at elevated temperatures is strongly encouraged. This not only minimizes the risk of amine blush but reduces the required curing time and increases the glass transition temperature of the epoxy. Satisfactory performance of the curing schedules used shall be proven by the Manufacturer with documentation of pervious satisfactory applications or thermal test results indicating the curing behavior of the epoxy.

6. Exhaust fumes from vehicles or equipment shall be kept away from GFRP/CFRP applied areas during curing.

**REQUIRED REMEDIATION**

1. Required remediation of the GFRP/CFRP system will be per Manufacturer's recommendation and consistent with their Quality Control/Quality Assurance Manual.

**Make Good**

1. Make good at no cost to the Owner, any damage to the new or existing structures, property or services caused by the installation and testing of the GFRP/CFRP composite.

**PAYMENT**

1. Payment for the work included in this section shall be in accordance with the prices set forth in the proposal for the quantity of work performed.

**END**

## Section J

## Cured-In-Place Pipe Reconstruction of Potable Water Pressure Pipes

### 1. INTENT

It is the intent of this specification to provide for the reconstruction of the designated pressure pipe by installation of a new cured-in-place-pipe (CIPP) within the existing (host) pipe. Due to the condition of the host pipe the new CIPP shall be designed as a fully structural pipe, not relying on the remaining strength of the host pipe to withstand long-term external loading and internal pressure.

As the piping system is intended for the conveyance of potable water, the proposed product shall be certified as complying with the requirements of ANSI/NSF Standard 61.

### 2. REFERENCED DOCUMENTS

This specification references ASTM F1216 and ASTM F1743 which is made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and the ASTM standards, this specification will govern.

### 3. PRODUCT, MANUFACTURER/INSTALLER QUALIFICATION REQUIREMENTS

3.1 All trenchless rehabilitation products and installers must meet minimum qualifying standards in order to be considered approved to submit a bid for this contract. Each proposer shall submit the Contractor Qualification Form and a Statement of Qualifications as required and must meet the prequalification requirements designated in Section 3.2.

3.2 The Bidding Contractor must meet the following:

3.2.1 To be Commercially Proven, an Installer must satisfy all insurance, financial, and bonding requirements of the Owner, and must have had at least 5 (five) years active experience and a minimum of 10,000 linear feet of commercial installation of pressure rated CIPP products in pressure pipe applications. Acceptable documentation supporting the above must be submitted to the DuPage County Local Government Purchasing Cooperative.

3.2.2 Both the CIPP tube manufacturer and lining installer shall operate under a quality management system which is third-party certified to ISO 9000 or other internationally recognized organization standards. Proof of certification shall be required for approval.

3.2.3 Design - Detailed design calculations for both the internal and external loading parameters specified in Section 5 shall be submitted for review and approval. The CIPP shall be designed as per ASTM F1216, Appendix X1.3.2 for the Fully Deteriorated Pressure Pipe condition and shall follow the requirements specified in Section 5.

3.2.4 Temporary Water Systems – The Contractor shall submit a plan for providing temporary water service for the lining work. The plan shall describe size, material, and location of temporary mains to be laid. It shall also describe the source of water supply for each temporary main and the technique used to provide water service to each residence. The plan shall include documentation confirming that materials selected for temporary service complies with ANSI/NSF Standard 61.

## 4. MATERIALS

4.1 The CIPP product shall consist of one or more layers of absorbent woven and/or non- woven synthetic fiber, with or without glass fiber reinforcement, which is impregnated with an epoxy resin system that is compatible with the installation process being used.

4.2. The tube shall be fabricated to dimensions such that when installed will fit tightly to the internal circumference of the host pipe being lined, making allowance for stretching during installation.

4.3 In the installed state, the inside layer of the tube shall be coated with a translucent, flexible plastic material that acts to separate the curing heat medium from the thermoset resin system undergoing cure.

4.4 The tube shall have a uniform thickness that when compressed at installation pressures will meet or exceed the minimum required thickness specified in the design submittals (see Section 3.2.3).

4.5. Fabricate tube from materials which, when cured, will be chemically resistant to internal exposure to drinking water treated with common chemical additives.

4.6 The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. The tube shall contain reinforcement (glass, woven fiber, or equal) in order to withstand the internal pressure design requirements.

4.7 The wall color of the interior pipe surface of the CIPP after installation shall be a light reflective color so that a clear detail examination may be made of the final product.

4.8 Materials that are defective, damaged or otherwise deemed unacceptable for use prior to installation shall be rejected and replaced at Contractor's expense.

Liner materials damaged during installation shall be repaired or replaced as recommended by the Contractor and approved by the Cooperative Member.

## 5. STRUCTURAL REQUIREMENTS

5.1 The CIPP shall be designed as per ASTM F1216, Appendix X1.3.2 for the Fully Deteriorated Pressure Pipe condition, and shall be provided as a prequalification submittal (see Section 3.2.3). These detailed calculations shall provide the input data as well as the actual calculation for Eqs X1.1, X1.3, X1.4 and X1.7 of Appendix X1. of ASTM F1216. The design submittal shall also clearly identify the physical properties used for design.

5.2 Other than what is allowed in ASTM F1216, the CIPP design shall assume no contribution from the original host pipe.

5.3 The design of the CIPP shall be based on the following parameters, which shall be determined by the contractor after a site evaluation, or specified by the Cooperative Member:

| | |
|---|---|
| Diameter | _____, inch |
| Internal Design Pressure | _____, psi |
| Internal Vacuum, if applicable | _____, psi |
| Soil Depth (above invert) | _____, feet |
| Ground Water Depth (above invert) | _____, feet |
| Type of Live Load | _____ |
| Modulus of Soil Reaction | _____, psi |
| Soil Density | _____, psi |

5.4 The physical properties used in the design submittal (see Section 3.2.3) shall be clearly identified. At a minimum, the CIPP shall have the following physical properties:

| PROPERTY | ASTM TEST METHOD | MINIMUM VALUE* |
|---|---|---|
| Initial Flexural Modulus of Elasticity | D790 | 300,000 psi |
| Initial Flexural Strength | D790 | 7,000 psi |
| Initial Tensile Strength | D638** | 6,500 psi |

*Values are for design conditions @ 75°F (25°C)

** For materials that do not allow sufficiently accurate hoop/weft testing per ASTM D638, initial tensile strength may also be substantiated by short-term burst testing results.

## 6. INSTALLATION

### 6.1 Project Planning

6.1.1 The Owner shall ensure access to the existing water mains. The Contractor shall provide adequate notice to the Owner prior to mobilization. The Owner will notify customers and local fire department following receipt of the Contractor's notice.

6.1.2 The Owner will operate all water main valves, curb stops, and fire hydrants. The Contractor will provide to the Owner a specific time and date when the individual water services will be transferred from the water main to the temporary bypass piping system.

6.1.3 Water necessary for cleaning, disinfection, and flushing will be available, at no cost, from locations (fire hydrants) indicated by the Owner prior to the start of Work. Water source provided shall be in close proximity to lines being worked on. The Contractor shall provide necessary piping or flexible hoses, fittings, and approved reduced pressure zone backflow prevention device for connection between fire hydrant and end of pipe section where water is required. The Owner shall provide a location at no cost to the Contractor (e.g., sanitary sewer, etc.) for proper disposal of water after use.

### 6.2 Bypassing

As required, water service shall be maintained thru the use of a temporary bypass system during the pipeline renovation process. The bypass mains shall be sized to meet customer demand but in no case less than 2 inch diameter. All service lines shall be a minimum of ¾" in diameter The Contractor shall perform visual checks for leakage and repair as necessary. The temporary water system will be disinfected and tested before being placed into service.

### 6.3 Access, Cleaning and Inspection

6.3.1 Prior to entering any permit required confined space the Contractor shall make an evaluation of the atmosphere to determine the presence of toxic or flammable vapors or lack of oxygen. This shall be undertaken in accordance with local, state, or federal safety regulations.

6.3.2 The Contractor shall identify the number and location of access points required. The Owner shall provide rights of access to the pipeline. The Contractor or Owner, as agreed upon during the proposal phase, shall provide the excavation, pipe work, reconnection and restoration for access points.

6.3.3 Immediately upon opening the host main at the access points and prior to installation of liner, the ends of the adjacent existing water main that are not to be lined at the insertion/extraction points shall be covered/plugged by the Contractor so that no debris shall enter into them during reconstruction work.

6.3.4 The Contractor shall remove all internal debris out of the pipeline that will interfere with the installation. Pipes shall be cleaned by the Contractor, as needed, with high-velocity jet cleaners, mechanically powered equipment, cable-attached devices or fluid-propelled devices (e.g., pipe pigs). If required, the Owner shall provide a dump site for all debris removed from the pipe during the cleaning operation. Unless specified otherwise, this site shall be at or near the project site. Any hazardous waste material encountered during this project shall be considered as a changed condition.

6.3.5 Verification of readiness to install liner shall be performed by experienced personnel trained in locating services, breaks, obstacles, etc., This may include pipe mandrels or other devices up to and including closed-circuit television or man entry. The interior of the pipeline shall be carefully inspected to determine the location of any conditions that may prevent proper installation of the impregnated tube. A video tape or suitable log shall be kept for reference. It will be the Owner's responsibility to remove any unforeseen obstructions that may prevent liner installation. Owner may direct Contractor to remove these obstructions and reimburse utilizing line items in the contract.

6.3.6 Any external water leaking back into the existing pipeline shall be kept to a minimum so as not to interfere with the proper installation and cure of the CIPP liner

6.3.7 The Contractor shall field verify the length of water main sections to be cleaned and lined.

6.3.8 The Contractor shall isolate or remove any air release valves from water main section prior to liner installation.

6.3.9 The Contractor shall flush the host pipe with clean water to remove any loose debris from the pipe surface. Where ever practical remove all standing water from the inside surfaces of the cleaned water main by passing a sufficient number of oversized foam swabs through the main or us a progressive expansion method to remove standing water.

6.3.10 The Contractor shall remove and dispose of any waste or debris generated by the cleaning operation to a site furnished by the Owner.

## 6.4 Television Inspection

When required the Contractor shall perform closed circuit television inspection of existing water mains at two intervals: prior to water main lining and upon completion of the lining process. The Contractor shall provide the Owner with a complete set of all DVDs. The picture quality and definition shall be acceptable for viewing and the DVDs shall be compatible with standard DVD equipment. Information on the DVD shall identify the water main section, direction of taping, and the date of inspection. Where applicable, the DVDs shall include voice description of the location of any identified defects.

## 6.5 Resin Impregnation

6.5.1 The tube shall be impregnated (wet out) with resin under controlled conditions. The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and loss of resin through cracks and irregularities in the original pipe wall.

6.5.2 The Contractor shall allow the Owner to inspect the materials and procedures used to impregnate the tube.

## 6.6 Installation

6.6.1 The wet out tube shall be inserted through an approved access point by means of a pull-in place method or a direct inversion process, or a combination of the two. The head used to extend the liner tube though the length of pipe being rehabilitated shall be sufficient enough to fully extend the tube both circumferentially and longitudinally.

6.6.2 Before the installation begins, the Contractor shall determine the minimum pressure required to hold the tube tight against the existing pipeline, and the maximum allowable pressure so as not to damage the tube. In order to ensure a proper fit of the CIPP tube to the host pipe, the pressure shall be maintained between the minimum and maximum pressures until the installation has been completed.

6.6.3 The use of a lubricant during the installation process may be needed to reduce friction. The lubricant used shall be a nontoxic, FDA or NSF certified product.

## 6.7 Curing

6.7.1 After installation is completed, a suitable heat source and related equipment shall be used to circulate heated water or injected steam throughout the pipeline. The equipment shall be capable of delivering hot water or steam throughout the pipeline to uniformly raise the

temperature above the temperature required to affect a cure of the resin. Water or steam temperature in the line during the cure period shall be as determined by the Contractor.

6.7.2 The heat source shall be fitted with suitable monitors to gauge the temperature of the hot water or steam supply. To determine the temperatures during the cure cycle, a gauge shall be placed at the beginning and termination points of the section being lined. The temperature sensing device shall be placed between the impregnated tube and the invert of the existing pipe.

6.7.3 Initial cure will occur during temperature heat-up and is completed when exposed portions of the new pipe appear to be hard and sound and the remote temperature sensor indicates that the temperature is of a magnitude to realize an exotherm or cure in the resin. After initial cure is reached, the temperature shall be held at the post-cure temperature for a period as determined by the Contractor. The curing process shall take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of soil).

6.8 Cool-Down

Cool-down shall be accomplished by the introduction of cool water to replace water being drained from the system or by the introduction of air to replace the steam used in a steam cure. Care shall be taken in the release of the internal head so that a vacuum will not be developed which could damage the newly installed CIPP.

## 7. INSPECTION AND TESTING

7.1 After liner has been cooled down and before opening the service laterals, a preliminary television inspection of the newly installed liner may be performed to determine that the liner is properly installed.

7.2 The finished lining shall be continuous over the entire length and be free from visual defects such as foreign inclusions, dry spots, lifts, pinholes and delaminations. The lining shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to the inside of the lined pipe.

## 8. PRESSURE TESTING FOR WATER-TIGHTNESS

8.1 Pressure testing for water-tightness shall be provided on all CIPP sections identified by the Owner in the contract documents or purchase order, and shall be completed after inspection but before the reinstatement of service connections.

8.2. Perform hydrostatic pressure test on the lined water main, following the guidelines of ASTM F1216, Section 8.3. The test section shall be subjected to a hydrostatic pressure of no more than 1-1/2 times the operating pressure of the rehabilitated line segment.

8.3. As noted in ASTM F1216, the allowable leakage during the pressure test shall be 20 U.S. gallons per inch of internal pipe diameter per mile of pipe per day (GIDMD), providing that all the air has been evacuated from the line prior to testing and the structural pipe lining system has cooled down to ambient temperature.

8.4 After the one hour test, the quantified make up water shall be extrapolated to the 24- hour rate for comparison purposes. Any visible leakage at termination points shall be eliminated. If not feasible or possible at the time of the test, the termination point leakage shall be kept to a minimum, collected and then deducted from the actual make up water rate. If the loss at test pressure exceeds the allowable, the Contractor shall endeavor to identify the source of the loss and minimize it in a manner acceptable to the Owner. Trapped air can significantly affect internal pressure and may require extensive continued testing until stabilization occurs. The pressure test for water tightness shall be deemed acceptable if that actually measured during the one-hour test (which has been extrapolated to a 24-hour day rate) is equal to or less than the allowable make up water rate of 20 GIDMD.

## 9. SERVICE CONNECTIONS

9.1 Prior to installation of the liner, the Contractor shall locate all existing service connection and plug or prepare the corporation valve connections as recommended by the manufacturer. All plugs shall be sized for the respective water taps. The service plugs used in this process shall be able to withstand the temperatures expected during the cure of the CIPP.

9.2 After the lining is complete, reconnect existing services from the interior of the water main using a television camera directed robotic cutting device that removes a small, circular section of the liner to expose the corporation valve opening. A water-tight seal is provided by direct resin-to-host pipe adhesion.

9.3 Reconnections shall be free of burrs, frayed edges, and other restrictions preventing free water flow, and shall be opened to the size of their original diameter and to a depth required to completely open the water service connection to the residence served.

## 10. WATER MAIN RECONNECTION AND CLEAN-UP

10.1 After project completion, the Owner or Contractor, as specified by contract documents, shall return the piping system to service by closure of all access pits with appropriate pipe spools, valves, and other relevant pipe fittings

10.2 Upon acceptance of the installation, the Contractor or Owner, as agreed upon during the proposal phase, shall reinstate, the project area affected by the operations.

## Cured-in-Place Pipe Reconstruction of Non-Potable Pressure Pipes

## 1 INTENT

It is the intent of this specification to provide for the reconstruction of the designated pressure pipe by inversion and curing a new cured-in-place-pipe (CIPP) within the existing (host) pipe. Due to the unstable condition of the host pipe the new CIPP shall be designed as a fully structural pipe, not relying on the remaining strength of the host pipe to withstand long-term external loading and internal pressure.

## 2 REFERENCED DOCUMENTS

2.1 This specification references ASTM F1216, which is made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and F1216, this specification will govern.

## 3 QUALIFICATION

3.1 Only proven Products and Installers will be acceptable for use. The bidding contractor must provide documentation, acceptable to Purchasing Cooperative, showing the Installer's experience with successful completion of projects using the same product intended for use on this contact.

3.2 The requirements:

3.2.1 Design - Detailed design calculations for both the internal and external loading parameters specified in Section 5. shall be submitted for review and approval by the Owner. The CIPP shall be designed as per ASTM F1216, Appendix X1.3.2 for the Fully Deteriorated Pressure Pipe condition and shall follow the requirements specified in Section 5. These detailed calculations shall provide the input data as well as the actual calculation for Eqs X1.1, X1.3, X1.4 and X1.7 of Appendix X1. of ASTM F1216. The design submittal shall also clearly identify the physical properties used for design. These physical properties shall be the basis for acceptance of prequalification submittals of previous field samples (see Section 3.2.7) and acceptance of the final product (see Section 8.5).

3.2.2 References - Installation references of at least four pressure projects that are similar in size and scope to this project shall be submitted. The submittal shall include, at a minimum, the client contact name, phone number, and the diameter and footage of pipe rehabilitated.

3.2.3 Chemical Resistance - The contractor shall submit test results which indicates that the CIPP system proposed meets the chemical resistance requirements of Section 9.

3.2.4 CIPP Field Samples - The Contractor shall submit physical property test results from five previous installations of the product proposed for this project. These test results shall indicate that the CIPP physical properties used in the design submittal (see section 3.2.4, as well as minimum values specified in Section 5.4), have been achieved in previous applications.

3.2.5 Reinstatements - The Contractor shall submit details of how existing tees, air relief valves, blow-off valves, threaded taps, etc., will be reinstated. Reinstatements shall provide a sufficient seal (e.g., see Section 7. ) to prevent water tracking between the CIPP and the host pipe.

3.2.6 Access Points - The number and location of access points required for installation of the CIPP shall be provided.

## 4 MATERIALS

4.1 Tube - The sewn tube shall consist of two or more layers of absorbent non-woven synthetic fiber combined with glass fiber reinforcement. The tube shall be fabricated to dimensions such that it will stretch to a size that when installed will cure while in contact with the existing pipe.

4.2 The outside layer of the tube shall be plastic coated with a translucent flexible material that clearly allows inspection of the resin impregnation (wet out) procedure.

4.3 The tube shall have a uniform thickness that when compressed at installation pressures will exceed the minimum required thickness specified in the design submittals (see Section 3.2.4).

4.4 The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. The tube shall contain glass fiber reinforcement quantities appropriate for the internal pressure requirements.

4.5 The wall color of the interior pipe surface of the CIPP after installation shall be a light reflective color so that a clear detail examination may be made of the final product with closed circuit television inspection equipment or by man-entry.

4.6 A vinyl ester resin system that is compatible with the inversion process shall be used.

## 5 STRUCTURAL REQUIREMENTS

5.1 The CIPP shall be designed as per ASTM F1216, Appendix X1.3.2 for the Fully Deteriorated Pressure Pipe condition, and shall be provided as a submittal (see Section 3.2.1). These detailed calculations shall provide the input data as well as the actual calculation for Eqs X1.1, X1.3, X1.4 and X1.7 of Appendix X1. of ASTM F1216. The design submittal shall also clearly identify the physical properties used for design.

5.3 The CIPP design shall assume no bonding to the original pipe wall.

5.3 The design of the CIPP shall be based on the following parameters to be provided by the Owner:

| | | |
|---|---|---|
| Diameter | _____ | , inch |
| Internal Design Pressure | _____ | , psi |
| Normal Internal Operating Temperature (Design) | _____ | , °F |
| Maximum Internal Temperature | _____ | , °F |
| Internal Vacuum, if applicable | _____ | , psi |
| Soil Depth (above invert) | _____ | , feet |
| Ground Water Depth (above invert) | _____ | , feet |
| Type of Live Load | _____ | |
| Modulus of Soil Reaction | _____ | , psi |
| Soil Density | _____ | , psi |

5.4 The physical properties used in the design submittal (see Section 3.2.1) shall be clearly identified. These physical properties shall be the basis for the acceptance of submittals of previous field samples (see Section 3.2.4) and the acceptance of the final product (see Section 8.5). At a minimum, the CIPP shall have the following physical properties:

| PROPERTY | ASTM TEST METHOD | MINIMUM VALUE* |
|---|---|---|
| Initial Flexural Modulus of Elasticity | D790 | 350,000 psi |
| Initial Flexural Strength | D790 | 7,000 psi |
| Initial Tensile Strength | D638 | 6,500 psi |

*Values are for design conditions @ 75°F (25°C)

5.5 For the external load design in Appendix X.1 of ASTM F1216, the long-term (time-corrected) flexural modulus of elasticity shall be determined by multiplying the design initial flexural modulus of elasticity by a creep retention factor (CL). At a minimum, a creep retention factor of 50% shall be applied.

5.6 The external load design shall be based on an enhancement factor (K) of 7.0, an ovality (q) of 0%, a Poisson's (v) ratio of 0.3 and a factor of safety of 2.0.

5.7 For the internal pressure design in Appendix X.1 of ASTM F1216, the design shall be based on factor of safety of 2.0 and a long-term tensile strength equal to 1/3 of the design initial tensile strength.

5.8 The design physical properties shall be adjusted, as necessary, to account for the Normal Internal Operating Temperature specified in Section 5.3.

## 6 INSTALLATION

6.1 Access, Cleaning and Inspection

6.1.1 Prior to entering access areas (such as manholes) and performing inspection or cleaning operations, the Contractor shall make an evaluation of the atmosphere to determine the presence of toxic or flammable vapors or lack of oxygen. This shall be undertaken in accordance with local, state, or federal safety regulations.

6.1.2 The Contractor shall state in his prequalification submittals (see Section 3.2.6) the number and location of access points required. The Owner shall provide rights of access to the pipeline. The Contractor or Owner, as specified in the contract documents, shall provide the excavation, pipe work, reconnection and restoration for installation access points.

6.1.3 The Contractor shall remove all internal debris out of the pipeline that will interfere with the installation. Pipes shall be cleaned by the Contractor, as needed, with high-velocity jet cleaners, mechanically powered equipment, cable-attached devices or fluid-propelled devices (e.g., pipe pigs). The Owner shall provide a dump site for all debris removed from the pipe during the cleaning operation. Unless specified otherwise, this site shall be at or near the project site. Any hazardous waste material encountered during this project shall be considered as a changed condition.

6.1.4 Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles, etc., by closed-circuit television or man entry. The interior of the pipeline shall be carefully inspected to determine the location of any conditions that may prevent proper installation of the impregnated tube, and it shall be noted so that these conditions can be corrected. A video tape and suitable log shall be kept

for reference. If unseen obstructions are encountered such as, but not limited to, reducers, line valves, protruding connections, etc., that will prevent proper installation, the Contractor shall remove such obstructions on written order from the Owner.

6.2 Bypassing

The Owner shall be responsible for bypassing the flow during the renovation process.

6.3 Resin Impregnation

6.3.1 The tube shall be vacuum-impregnated (wet out) with resin under controlled conditions. The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and loss of resin through cracks and irregularities in the original pipe wall.

6.3.2 The Contractor shall designate a location where the tube will be vacuum impregnated prior to installation. To ensure a thorough wet out, the point of vacuum shall be no further than 25 feet from the point of initial resin introduction. After vacuum in the tube is established, the vacuum points shall be no further than 75 feet from the leading edge of the resin. The leading edge of the resin slug shall be as near to perpendicular as possible. Vacuum points shall be sealed as they are vacated. A roller system shall be used to uniformly distribute the resin throughout the tube. The Contractor shall allow the Owner to inspect the materials and procedures used to vacuum impregnate the tube.

6.4 Installation

6.4.1 The existing pipeline shall be dewatered and free of incoming water. If water is present, measures shall be taken to minimize contact of the water with the inverting tube.

6.4.2 The wet out tube shall be inserted through an existing manhole or approved access point by means of an inversion process and the application of a hydrostatic head sufficient to extend it to the next designated manhole or termination point.

6.4.3 Before the installation begins, the Contractor shall determine the minimum pressure required to hold the tube tight against the existing pipeline, and the maximum allowable pressure so as not to damage the tube. Once the installation has started, the pressure shall be maintained between the minimum and maximum pressures until the installation has been completed. Tube installation forces or pressures shall be limited so as not to stretch the tube longitudinally by more than 5% of the original length.

6.4.4 The use of a lubricant during inversion may be needed to reduce friction. The lubricant used shall be a nontoxic product that has no detrimental effects on the tube or boiler and pump system, shall not support the growth of bacteria, and shall not adversely affect the fluid to be transported.

## 6.5 Curing

6.5.1 After installation is completed, a suitable heat source and water recirculation equipment shall be used to circulate heated water throughout the pipeline. The equipment shall be capable of delivering hot water throughout the pipeline to uniformly raise the water temperature above the temperature required to effect a cure of the resin. Water temperature in the line during the cure period shall be as determined by the Contractor.

6.5.2 The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water supply. To determine the temperatures during the cure cycle, a gauge shall be placed at the beginning and termination points between the impregnated tube and the invert of the existing pipe. The temperature of the cure water shall be monitored at the termination end by placing a temperature probe through a small hole in the tube, near the invert, into the cure water. The hole in the tube shall be made such that the temperature probe fits tightly and minimizes cure water leakage.

6.5.3 Initial cure will occur during temperature heat-up and is completed when exposed portions of the new pipe appear to be hard and sound and the remote temperature sensor indicates that the temperature is of a magnitude to realize an exotherm or cure in the resin. After initial cure is reached, the temperature shall be raised to the post-cure temperature as determined by the Contractor. The post-cure temperature shall be held for a period as determined by the Contractor, during which time the recirculation of the water and cycling of the boiler to maintain the temperature continues. The curing process shall take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of soil).

## 6.6 Cool-Down

The CIPP shall be cooled to a temperature below 90°F (32°C) before relieving the hydrostatic head. Cool-down shall be accomplished by the introduction of cool water to replace water being drained from the system. Care shall be taken in the release of the static head so that a vacuum will not be developed that could damage the newly installed CIPP. In addition, the cure water incoming temperature during cool-down shall not decrease at a rate greater than 20°F (11°C) per hour.

## 7 INTERNAL END SEALS AND REINSTATEMENTS

7.1 The Contractor shall install end seals at each of the CIPP beginning and termination points.

7.2 The end seals shall be a mechanical, expansion type, constructed of stainless steel and elastomeric rubber seals. The end seals shall be rated by the manufacturer for the operating pressure and shall be compatible with the piped fluid. The existing pipeline at the end seal installation points shall be structurally sound and free of any significant pitting or heavy corrosion. This is required to ensure an adequate seal between the CIPP and the existing pipeline. Otherwise, replacement with a new steel spool piece at these ends may be required.

7.3 All reinstatements of tees, air relief valves, blow-off valves, threaded taps, etc., shall be completed following the procedures identified in the submittal described in Section 3.2.5 of this specification.

## 8 INSPECTION AND TESTING

8.1 The installation shall be inspected visually, if appropriate, or by closed-circuit television if visual inspection cannot be accomplished. Variations from true line and grade may be inherent because of the conditions of the original piping. No infiltration of groundwater shall be observed.

8.2 The finished CIPP shall be continuous over the entire length of an installation run and be free of dry spots, lifts, and delaminations.

8.3 For each inversion length designated by the Owner in the contract documents or purchase order, one CIPP sample shall be prepared for physical property testing. The sample shall be fabricated from material taken from the tube and the resin/hardener system used and cured in a clamped mold placed in the down tube during the curing process.

8.4 The CIPP samples shall be large enough to provide a minimum of three specimens and a recommended five specimens for flexural testing and tensile testing.

8.5 The CIPP samples shall be tested in accordance with ASTM D790 and D638 to confirm that the required physical properties specified in the design submittal of the proposed product (see Section 3.2.1), and the minimums in Section 5.4, have been achieved.

8.6 The CIPP shall meet the chemical resistance requirements of Section 9.

## 9 CHEMICAL RESISTANCE

9.1 The CIPP system proposed shall meet the minimum chemical resistance requirements listed below and shall be provided as a prequalification submittal (see Section 3.2.3). Samples used for testing shall be of the same resin system and tube materials as that proposed for the project. It is required that CIPP samples without plastic coating meet these chemical testing requirements.

9.2 Chemical resistance tests shall be completed in accordance with ASTM Test Method D 543 with the chemical solutions shown in Table 9.1. Exposure shall be for a minimum of one month at 73.4°F (23°C). During this period, the CIPP test specimens shall lose no more than 20% of their initial flexural strength and initial flexural modulus of elasticity.

9.3 For applications more stringent than standard domestic sewage, it is recommended that chemical resistance tests be conducted with actual samples of the fluid flowing in the pipe. These tests can also be accomplished by securing CIPP test specimens in the flow stream.

TABLE 9.1 Minimum Chemical Resistance Requirements

| Chemical Solution | Concentration, % |
|---|---|
| Tap water (pH 6-9) | 100 |
| Nitric acid | 5 |
| Phosphoric acid | 10 |
| Sulfuric acid | 10 |
| Gasoline | 100 |
| Vegetable oil | 100 |
| Detergent | 0.1 |
| Soap | 0.1 |

## 10 CLEAN-UP

10.1 Upon acceptance of the installation, the Contractor shall reinstate, to original conditions, the project area affected by the operations.

## 11 PAYMENT

11.1 Payment for the work included in this section shall be in accordance with the prices set forth in the proposal for the quantity of work performed.

## Section K

## Pressure Pipe Bypass
## as per
## American Water Works Association Standards

## Section L

## Pressure Pipe Inspection

The inspection system deployed shall follow procedures that safely pinpoints the location and estimates the magnitude of leaks in water transmission mains of any construction type.

The system shall possess the sensitivity to detect leaks as small as 0.25 gallons/hr, the inspection data gathering devices can be inserted into a pipeline while it remains in service.

The inspection system shall be able to pinpoint the location of leaks within inches; the system shall have the ability to notify pipeline operators of each leak as it is found. The leak's position is then marked on the surface, facilitating subsequent repairs.

| Inspection Type - In-line Insertion | |
|---|---|
| Pipeline Material | All Types |
| Pipeline Diameter | 12" (300mm) and above |
| Pipeline Pressures | 10psi (0.7 bar) to 200 psi (14 bar) |
| Flow Velocity | 1 ft/sec (0.3 m/s) and above |
| Insertion Point Bore | Any tap point 2" (50mm) or greater |
| Spacing | Up to 6,000 feet (2km) / insertion |
| Survey Distance / Day | Up to 2.25 miles (4 km)/day |
| Directional Change Accommodation | 135 degrees of bends |
| Sensitivity | Detects leaks as small as 0.25 US gallons/hr. (1L/hr.) |

| Precise Surface Tracking | |
|---|---|
| Depth of Penetration or Cover | 33 feet (10m) or less |
| Pipewall Thickness | Plastic / Concrete - Unlimited<br>Steel - 1" (25mm)<br>Cast / Ductile Iron - 1.6" (40mm) |

## Section M

## Gravity Sewer Lateral Renewal Systems

CURED-IN-PLACE PIPE LATERAL RECONSTRUCTION

### 1 SCOPE:

It is the intent of the specification to provide for the reconstruction of service lateral pipes, normally without excavation, by the installation of a resin impregnated, flexible felt tube. The cured-in-place pipe will be installed into the existing service lateral consistent with ASTM F-1216 or F-1743 through the clean-out/access point or positioned in the mainline pipe. The resin and tube shall be held in place using internal pressure and cured into a hard impermeable pipe. When cured, the pipe should be a continuous, tight-fitting pipe-within-a-pipe. If required, the rehabilitation can provide a junction at the mainline pipe and the service lateral pipe.

### 2 REFERENCE SPECIFICATIONS:

This specification references ASTM test methods, which are made a part hereof by such reference and shall be the latest edition and revision thereof.

### 3 GENERAL CORROSION REQUIREMENTS:

3.1 The finished cured-in-place pipe shall be fabricated from materials which when cured will be chemically resistant to withstand internal exposure to domestic sewage, and meet the chemical corrosion resistance requirements of ASTM F-1216 & D-5813.
3.2 All constituent materials will be suitable for service in the environment intended. The final product will not deteriorate, corrode or lose structural strength to reduce the projected product life.
3.3 In areas subject to possible flows other than domestic sewage, the Owner shall obtain samples of the dry weather sewage flow to be analyzed for chemical content. This analysis shall be supplied to the Installer to recommend the resin per the sample.
4.1 The tube shall be fabricated to a size that when installed cured-in-place pipe will neatly fit the internal circumference of the conduit specified by the Owner.
4.2 The Owner shall determine the installation's length.
4.3 The Installer shall furnish a resin system compatible with the cured-in-place process that provides cured physical strengths and required corrosion resistance specified herein.
5.1 The structural performance of the finished pipe must be able to accommodate all anticipated loads throughout the design life of the cured-in-place pipe. No cured-in-place pipe reconstruction technology will be allowed that requires bonding to the existing pipe for any part of its structural strength. If reinforcing materials (fiberglass, etc.) are used, those materials must be corrosion resistant grade materials and be fully encapsulated within the resin to assure that the reinforcement is not compromised when exposed to the sewage.

5.2 The cured-in-place pipe shall conform to the minimum structural standards as listed below:

## 4 LINER MATERIALS:

The liner material shall be of non-woven polypropylene felt or approved suitable substitute. The liner will be fully saturated with an appropriate amount of epoxy or an approved suitable resin system so as to result in a solid wall conduit once cured. The cured lateral or "T" connection will conform to ASTM-790 structural properties.

## 5 PHYSICAL STRENGTH:

| PROPERTY | ASTM Standard | RESULTS |
|---|---|---|
| Flexural Strength | ASTM D-790 | 4,500 psi |
| Flexural Modulus or Elasticity | ASTM D-790 | 250,000 psi |

*NOTE TO DESIGNER:*
*Values shown in 5.2 are for commonly used polyester resins in the United States at the time of this writing. Values for non-typical polyesters, vinyl esters, and epoxies should be substituted, when applicable. Unless otherwise specified, these values shall be supported using lab test samples.*

## 6 INSTALLATION PREPARATIONS:

The following installation procedures shall be adhered to unless otherwise approved by the Owner's representative.

6.1 Access – The Owner shall ensure that a clean out or access point exists at or beyond the termination point of the length of service lateral to be rehabilitated. This will allow for the passage of the required cleaning and video equipment. The clean-out will be equal to or greater than the diameter of the lateral pipe. Lack of such an access point could affect the service laterals available for rehabilitation.

6.2 Safety – The installer shall carry out his operations in accordance with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving entering confined spaces.

6.3 Cleaning of the existing pipe –Internal debris must be removed before installing the lateral lining system.

6.4 Inspection of the existing pipe – Pipeline inspection shall be performed by experienced personnel trained in closed circuit television systems. The interior of the pipeline shall be carefully inspected to determine the location of any condition, which may prevent proper installation of the lateral lining system. A videotape and log shall be kept for the Owner.

6.5 Bypassing Sewage – Bypassing the flow of sewage around the section or sections of mainline pipe where the service lateral(s) is/are located may be required. The pump

and bypass lines shall be of adequate capacity to handle the flow. It is required that the service lateral be inactive during the time of installation. This is normally accomplished by requesting that the homeowner refrain from using their services during the period of installation. This notification shall be offered to the homeowner at least 24-hours prior to starting their lateral repair.

6.6 Line Obstructions – If the inspection reveals an obstruction that cannot be removed using conventional sewer cleaning equipment, the obstruction will be removed or repaired by other methods approved by the Owner.

6.7 The service lateral pipe opening at the confluence with the mainline sewer should be prepared in a manner that is consistent with ASTM F-1743, Section 6.9,

## 7 INSTALLATION OF THE LATERAL LINING SYSTEM

7.1 The Installer shall allow the Owner to inspect the materials and "wet-out" procedure.

7.2 The installer should have a minimum of 500 successful installs to assure the quality of the installations.

7.3 The wet out tube shall be loaded on a pressure apparatus above ground. Installation shall take place by one or both of the following installation methods.

7.3.1 The pressure apparatus, with an end attached to a robotic device, shall be winched through the mainline pipe to the service connection. The robotic device, together with a television camera, will be used to position the pressure apparatus installation hardware at the service connection opening. Air pressure will be used to install the wet out tube into the lateral pipe.

7.3.2 The pressure apparatus shall be pulled in to place through the cleanout or access pit. Air pressure will be used to install the wet out tube into the lateral pipe.

7.4 Curing –Curing shall take place per the manufacturer's recommendations.

7.5 Finish – The finished cured-in-place pipe shall be free of dry spots, lifts, or delamination. The cured-in-place pipe shall not inhibit the closed circuit television post video inspection of the mainline or service lateral pipes.

7.6 During the warranty period, any defects, which will affect the integrity or strength of the cured-in-place pipe, will be repaired at the Installer's expense in a manner mutually agreed upon by the Owner and the Installer.

7.7 After the work is completed, the Installer will provide to the Owner a video record showing the completed work.

## 8 CLEAN-UP:

Upon completion of the installation work, the Installer will restore the area affected to its original condition at the time the rehabilitation was started.

## 9 PAYMENT:

Payment for the work included in this section will be in accordance with the prices set forth in the proposal for the quantities of work performed.

**END OF SECTION**

## Section N

## Manhole, Access Portal and Wet Well Renewal Systems

### Part 1

### Cementitious Reconstruction

**1.01 SCOPE OF WORK**

This specification shall govern all work, materials, and equipment required for manhole rehabilitation for the purpose of eliminating infiltration, providing corrosion protection, repair of voids, and restoration of the structural integrity of the manhole as a result of applying a monolithic fiber-reinforced structural/structurally enhanced Cementitious liner to the wall and bench surfaces of brick, concrete, or any other masonry construction material.

Described are procedures for manhole preparation, cleaning, application and testing. The applicator, approved and trained by the manufacturer shall furnish all labor, equipment and materials for applying a cementitious mix to form a monolithic liner of a minimum 1/2 inch thickness, with machinery specially designed for application. All aspects of the installation shall be in accordance with the manufacturer's recommendation and approved by the manufacturer.

Approved lining materials are those manufactured by:

1. Strong Seal Systems Corporation - Pine Bluff, AR
2. Quadex - Maumelle, AR
3. Standard Cement Materials, Inc. - Houston, TX.
4. PermaCast MS 10000
5. Cooperative member approved equal

**1.02 PATCHING MIX**

A quick setting Cementitious material, shall be used as a patching mix and is to be mixed and applied according to manufacturer's recommendations and shall have the following minimum requirements:

| | | |
|---|---|---|
| A. | Compressive Strength (ASTM C-109) | 6Hrs. 1400 psi |
| B. | Shrinkage (ASTM C-596) | 0% at 90% R.H. |
| C. | Bond (ASTM C-321) | 28 days, 150 psi |
| D. | Density, when applied | 105+ (-) pcf |

**1.03 INFILTRATION CONTROL MIX**

A rapid setting Cementitious product specifically formulated for leak control, shall be used to stop minor water infiltration and shall be mixed and supplied according to manufacturer's recommendations and shall have the following

minimum requirements:

A. Compressive strength (ASTM C-109)

| | |
|---|---|
| 600psi | 1 Hr. |
| 1000 psi | 24 Hrs. |

B. Bond (ASTM C-32)

| | |
|---|---|
| 30 psi | 1 Hr. |
| 80 psi | 24 Hrs. |

## 1.04 GROUTING MIX

A. Cementitious grout shall be used for stopping very active infiltration and filing voids and shall be mixed and applied according to manufacturer's recommendations. The Cementitious grout shall be volume stable, and have a minimum 28 day compressive strength of 250 psi and a 1 day strength of 50 psi.

B. Chemical grouts may be used for stopping very active infiltration and shall be mixed and applied per manufacturer's recommendations.

## 1.05 LINER MIX

A Cementitious liner, shall be used to form a Structural/Structurally enhanced monolithic liner covering all interior manhole surfaces and shall have the following minimum requirements at 28 days.

| | | |
|---|---|---|
| A. | Compressive Strength (ASTM C-109) | 3000psi |
| B. | Tensile Strength (ASTM C-496) | 300 psi |
| C. | Flexural Strength (ASTM C-293) | 600 psi |
| D. | Shrinkage (ASTM C-596) @ 90% relative humidity | 0% psi |
| E. | Bond (ASTM C-321) | 130 psi |
| F. | Density, when applied | 105 + -(-) pcf |

1. The *Cementitious Liner* shall be made with Type I or Type II Portland Cement and shall be used according recommendations in applications where there is or very mild sulfide conditions pH 3.0 or higher).

## 1.06 WATER

Shall be clean and potable. Questionable water shall be tested by a testing laboratory in accordance with ASTM C-94; Potable water need not be tested.

## 1.07 EQUIPMENT

A. Specially designed machines consisting of an optimized progressive cavity pump capable of producing a minimum of 250 psi pumping pressure, contra-blend mixer with twin ribbon paddle with end discharge, and an air system for spray application of product, shall be used for applying the Cementitious lining.

B. The Contractor will be responsible to ensure that application and installation of the Cementitious liner is made in accordance with, and approved by the manufacturer.

## 1.08 PREPARATION

A. Place covers over invert to prevent extraneous material from entering the sewer lines.

B. All foreign material shall be removed from the manhole wall and bench using a high-pressure water spray (minimum 1200 psi). Loose and protruding brick, mortar, and concrete shall be removed using a mason's hammer and chisel and/or scraper. Fill any large voids with quick setting patching mix.

C. Active leaks shall be stopped using quick setting specially formulated mixes paragraphs, according to manufacturer's recommendations. Some leaks may require weep holes to localize the infiltration during the application after which the weep holes shall be plugged with the quick setting mix prior to the final liner application. When severe infiltration is present, drilling may be required in order to pressure grout using a Cementitious grout. Manufacturer's recommendations shall be followed when pressure grouting is required.

## 1.09 INVERT REPAIR

A. After all preparation has been completed, remove all loose materials and wash wall again.

B. Any bench, invert, or service line repairs shall be made at this time using the quick setting patching mix and shall be used per manufacturer's recommendations.

C. Invert repair shall be performed on all inverts with visible damage or infiltration. After blocking flow through the manhole, and thoroughly

cleaning invert, the quick setting patch mix shall be applied to the invert in an expeditious manner. The mix shall be troweled uniformly onto the damaged invert extending out onto the base of the manhole sufficiently to tie into the structural/structurally enhanced monolithic liner to be applied. The finished invert surfaces shall be smooth and free of ridges. The flow may be re-established in the manhole within 30 minutes after placement of the mix.

## 1.10 MIXING

A. For each bag of product, use the amount of water specified by the manufacturer and mix using the approved equipment and in accordance with the manufacturer's equipment.

B. Place the mix into the holding hopper and prepare another batch with timing such that the nozzleman can spray in a continuous manner without interruption until each application is complete.

## 1.11 SPRAYING

### 1st Application

A. The surface prior to spraying shall be clean, free of all foreign material, and shall be damp without noticeable free water droplets or running water, but totally saturated, just prior to application. Materials shall be spray applied from the bottom of the wall to the top, to a minimum uniform thickness to ensure that all cracks, crevices, and voids are filled and a relatively smooth surface remains right after troweling. The light troweling is performed to compact the material into voids and to set the bond.

### 2nd Application

B. A second application is applied after the 1st application has begun to take an initial set (disappearance of surface sheen which could be 15 minutes to 1 hour depending on ambient conditions) to assure a minimum total finished thickness of ½ inch. Again, application shall be from the bottom up. The surface is then trowelled to a smooth finish being careful not to over trowel so as to bring additional water to the surface and weaken it. Manufacturer’s recommendations shall be followed whenever more than 24 hours have elapsed between applications. A brush finish is accepted and is applicators option.

### 3rd Application

C. The wooden covers shall be removed at this time and the bench sprayed

such that a gradual slope is produced from the walls to the invert with the thickness at the edge of the invert being no less than ½ inch. The wall/bench intersection shall be rounded to a uniform radius the full circumference of the intersection.

## 1.12 CURING

Caution shall be taken to minimize exposure of applied product to sunlight and air movement. If application of second coat is to be longer than 15 minutes after completion of application of 1st coat, the manhole cover shall be set back in place. At no time should the finished product be exposed to sunlight or air movement for longer than 15 minutes before replacing the manhole cover. In extremely hot and arid climates manhole should be shaded while reconstruction is in process.

The final application shall have a minimum of four (4) hours cure time before being subjected to active flow.

Traffic shall not be allowed over manholes for 24 hours after reconstruction is complete.

## 1.13 WEATHER

Contractor will apply Cementitious lining in accordance with manufacturers requirements concerning weather conditions.

## 1.14 PRODUCT TESTING

Four - 2 inch cubes shall be cast each day or from every 50 bags of product used, and shall be properly labeled and sent in for testing in accordance with the Cooperative member's or Manufacturer's directions, for compression strength testing as described in ASTM C-109.

## 1.15 FINAL ACCEPTANCE TESTING

At the direction of the Cooperative member or his assignee, the rehabilitated manholes shall be tested as follows:

Visually verify the absence of leaks.

Perform an exfiltration test as follows:

A. For manholes 0 to 6 foot deep - If water loss is one (1) inch or less in five minutes manhole is acceptable.

B. For manholes over 6 feet deep - If water loss is one (1) inch or less plus 1/8 inch per additional foot of depth in five minutes, manhole is acceptable.

## 1.16 WARRANTY

Contractor will warranty that installation of the Cementitious liner was performed in accordance with manufacturer's recommendation and will remain free from defects, failure of the liner due to defective material, installation, or workmanship for a period of five years from the Date of Completion.

## Part 2

### Epoxy Application

This specification governs the work, materials and equipment required for protecting and/or rehabilitating concrete structures by spray-application of a monolithic high-build epoxy coating to eliminate infiltration, provide corrosion protection, repair voids and enhance structural integrity. Procedures for surface preparation, cleaning, application and testing are described herein.

### 1.00 GENERAL

### 1.01 SECTION INCLUDES

A. Requirements for surface preparation, repairs and solvent-free epoxy coating application to specified surfaces.

### 1.02 RELATED SECTIONS

A. Concrete Repair.

B. Environmental, Health and Safety.

### 1.03 REFERENCES

A. ASTM D638 - Tensile Properties of Plastics.

B. ASTM D790 - Flexural Properties of Unreinforced and Reinforced Plastics.

C. ASTM D695 - Compressive Properties of Rigid Plastics.

D. ASTM D4541 - Pull-off Strength of Coatings Using a Portable Adhesion Tester.

E. ASTM D2584 - Volatile Matter Content.

F. ASTM D2240 - Durometer Hardness, Type D.

G. ASTM D543 - Resistance of Plastics to Chemical Reagents.

H. ASTM C109 - Compressive Strength Hydraulic Cement Mortars.

I. ASTM C396 - Compressive Strength of Cement Mortars.

J. ACI 506.2-77 - Specifications for Materials, Proportioning, and Application of Shotcrete.

K. ASTM C579 - Compressive Strength of Chemically Setting Silicate and Silica Chemical Resistant Mortars.

L. ASTM - The published standards of the American Society for Testing and Materials, West Conshohocken, PA.

M. NACE - The published standards of National Association of Corrosion Engineers (NACE International), Houston, TX.

N. SSPC - The published standards of the Society of Protective Coatings, Pittsburgh, PA.

## 1.04 SUBMITTALS

A. The following items shall be submitted at the direction of the Cooperative member:

1. Technical data sheet on each product used, including ASTM test results indicating the product conforms to and is suitable for its intended use per these specifications.
2. Material Safety Data Sheets (MSDS) for each product used.
3. Project specific guidelines and recommendations.
4. Design details for any additional ancillary systems and equipment to be used in site and surface preparation, application and testing.

## 1.05 QUALITY ASSURANCE

A. Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM, NACE and SSPC standards and the protective coating manufacturer's recommendations.

B. (OPTIONAL) A NACE Certified Coating Inspector shall be provided by Cooperative member. The Inspector will observe daily operations, procedures and final product to ensure adherence to the specifications by Applicator.

## 1.06 DELIVERY, STORAGE, AND HANDLING

A. Materials are to be kept dry, protected from weather and stored under cover.

B. Protective coating materials are to be stored between 50 deg F and 90 deg F. Do not store near flame, heat or strong oxidants.

C. Protective coating materials are to be handled according to their material safety data sheets.

## 1.07 SITE CONDITIONS

A. Applicator shall conform with all local, state and federal regulations including those set forth by OSHA, RCRA and the EPA and any other applicable authorities.

B. Method statements and design procedures are to be provided by Cooperative member when confined space entry, flow diversion, debris removal or bypass is necessary in order for Applicator to perform the specified work.

## 1.08 WARRANTY

A. Applicator shall warrant all work against defects in materials and workmanship for a period of one (1) year, unless otherwise noted, from the date of final acceptance of the project. Applicator shall, within a reasonable time after receipt of written notice thereof, repair defects in materials or workmanship which may develop during said one (1) year period, and any damage to other work caused by such defects or the repairing of same, at his own expense and without cost to the Cooperative member.

# 2.00 PRODUCTS

## 2.01 EXISTING PRODUCTS

A. Standard Portland cement or new concrete (not quick setting high strength cement) must be well cured prior to application of the protective coating. Generally, 28 days is adequate cure time for standard Portland. If earlier application is desired, compressive or tensile strength of the concrete can be tested to determine if acceptable cure has occurred. (Note: Bond strength of the coating to the concrete surface is generally limited to the tensile strength of the concrete itself.)

B. Cementitious patching and repair materials should not be used unless their

manufacturer provides information as to its suitability for topcoating with an epoxy coating. Project specific submittals and procedures should be provided including application, cure time and surface preparation procedures which permit optimum bond strength with the epoxy coating.

C. Remove existing coatings prior to application of the new protective coating. Applicator is to maintain strict adherence to applicable NACE and SSPC recommendations with regard to proper surface preparation and compatibility with existing coatings.

## 2.02 MANUFACTURERS

A. Raven Lining Systems, Inc., Tulsa, Oklahoma 800-324-2810 or 918-584-2810 or FAX 918-582-4311.

B. Quadex Sewer Rehab Products□, Little Rock, AR 501-803-9400 or FAX 501-803-9444.

## 2.03 REPAIR MATERIALS

A. Repair materials shall be used to fill voids, structurally reinforce and/or rebuild surfaces, etc. as determined necessary by the engineer and protective coating applicator. Repair materials must be compatible with the specified epoxy coating and shall be applied in accordance with the manufacturer's recommendations.

B. As an example, the following products may be accepted and approved by the protective coating manufacturer and could be used within the specifications:

1. 100% solids, solvent-free epoxy grout that can be troweled or sprayed and specifically formulated for optimum epoxy topcoating compatibility. The epoxy grout manufacturer shall provide instructions for epoxy topcoating procedures.

2. Factory blended, rapid setting, high early strength, fiber reinforced, non-shrink repair mortar that can be trowelled or pneumatically spray applied may be approved if specifically formulated to be suitable for epoxy topcoating. Such repair mortars should not be used unless their manufacturer provides information as to its suitability for topcoating with an epoxy coating. Project specific submittals should be provided including application, cure time and surface preparation procedures which permit optimum bond strength with the epoxy coating.

3. Shotcrete shall conform to all requirements of ACI-506.2-77 as published by the American Concrete Institute, Detroit, MI except as modified by these specifications. Shotcrete composed of Portland Cement, aggregate and water so proportioned as to produce a concrete suitable for pneumatic application. Shotcrete ingredients shall be selected, proportioned in such a manner as will produce sound concrete that is

strong, dense and suitable for polymer topcoating. Cured shotcrete shall have a minimum surface tensile strength of 300 psi.

No coatings shall be applied prior to a full 28 day cure unless test patches of coatings exhibit acceptable bonding characteristics and no outgassing as prescribed herein or the repair mortar manufacturer certifies acceptable topcoating parameters.

## 2.04 PROTECTIVE COATING MATERIALS

A. Raven Lining Systems' Raven 405 coating system - a 100% solids, solvent-free two-component epoxy resin system thixotropic in nature and filled with select fillers to minimize permeability and provide sag resistance acceptable to these specifications (up to 200 mils in a single coat).

| | |
|---|---|
| Product type | Amine cured epoxy |
| Color | Light Blue |
| Solids Content (vol %) 100 | |
| Mix Ratio | 3:1 |
| Flexural Modulus | 800,000 psi |
| Flexural Strength | 13,000 psi |
| Compressive Strength | 18,000 psi |
| Tensile Strength | 7,600 psi |
| Tensile Elongation | 1.50 % |
| Hardness, Type D | 88 |
| Bond Strength - Concrete | >Tensile Strength of Concrete |
| Chemical Resistance to: | |
| *{Examples}* | |
| Sulfuric Acid, 10% | Immersion Service |
| Sodium Hydroxide, 20% | Immersion Service |
| MEK | Incidental Contact |

*{include reagents relevant to the project}*

## 2.05 PROTECTIVE COATING APPLICATION EQUIPMENT

A. Manufacturer heated plural component spray equipment shall be used in the application of the specified protective coating.

## 2.06 REPAIR MORTAR SPRAY APPLICATION EQUIPMENT (if spray applied)

A. Spray applied repair mortars shall be applied with manufacturer approved equipment.

# 3.00 INSTALLATION

## 3.01 ACCEPTABLE APPLICATORS

A. Repair mortar applicators shall be trained to properly apply the cementitious mortar according to manufacturer's recommendations.

B. Protective coating must be applied by a Certified Applicator of the protective coating manufacturer and according to manufacturer specifications.

## 3.02 EXAMINATION

A. All structures to be coated shall be readily accessible to Applicator.

B. Appropriate actions shall be taken to comply with local, state and federal regulatory and other applicable agencies with regard to environment, health and safety.

C. Any active flows shall be dammed, plugged or diverted as required to ensure that the liquid flow is maintained below the surfaces to be coated.

D. Installation of the protective coating shall not commence until the concrete substrate has properly cured and been prepared in accordance with these specifications.

E. Temperature of the surface to be coated should be maintained between 40 deg F and 120 deg F during application. Prior to and during application, care should be taken to avoid exposure of direct sunlight or other intense heat source to the structure being coated. Where varying surface temperatures do exist, care should be taken to apply the coating when the surface temperature is falling versus rising (i.e., late afternoon into evening … as opposed to … morning into afternoon).

## 3.03 SURFACE PREPARATION

A. Applicator shall inspect all surfaces specified to receive a protective coating prior to surface preparation. Applicator shall notify Cooperative member of any noticeable disparity in the surfaces which may interfere with the proper preparation or application of the repair mortar and protective coating.

B. All contaminants including: oils, grease, unsound or incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed.

C. All concrete that is not sound or has been damaged by chemical exposure shall be removed to a sound concrete surface or replaced.

D. Surface preparation method(s) should be based upon the conditions of the substrate and the requirements of the epoxy protective coating to be applied.

E. Surfaces to receive protective coating shall be cleaned and abraded to produce a sound concrete surface with adequate profile and porosity to provide a strong bond between

the protective coating and the substrate. Generally, this can be achieved with a low pressure water cleaning using equipment capable of 5,000 psi at 5 gpm, using a zero degree rotating nozzle. Other methods such as high pressure water jetting (refer to NACE Standard No. 5/SSPC-SP12), abrasive blasting, shotblasting, grinding, scarifying or acid etching may also be used. Detergent water cleaning and hot water blasting may be necessary to remove oils, grease or other hydrocarbon residues from the concrete. Whichever method(s) are used, they shall be performed in a manner that provides a uniform, sound clean neutralized surface that is not excessively damaged.

F. Infiltration shall be stopped by using a material which is compatible with the specified repair mortar and is suitable for topcoating with the specified epoxy protective coating.

G. Test prepared surfaces after cleaning but prior to application of the epoxy coating to determine if a specific pH or moisture content of the concrete is required according to manufacturer's recommendations.

H. All surfaces should be inspected during surface prep and before the repair mortar is applied.

## 3.04 APPLICATION OF REPAIR MATERIALS

A. Areas where structural steel has been exposed or removed shall be repaired in accordance with the Project Engineer's recommendations.

B. Repair materials shall meet the specifications contained herein. The materials shall be trowel or spray applied utilizing proper equipment on to specified surfaces. The material thickness shall be specified by the Project Engineer according to Cooperative member's requirements and manufacturer's recommendations.

C. Cementitious repair materials shall be trowelled to provide a smooth surface with an average profile equivalent to coarse sandpaper to optimally receive the

protective coating. No bugholes or honeycomb surfaces should remain after the final trowel procedure of the repair mortar.

D. The repair materials shall be permitted to cure according to manufacturer recommendations.

E. Application of the repair materials, if not performed by the coating certified applicator, should be inspected by the protective coating manufacturer's representative or certified applicator to ensure proper finishing for suitability to receive the specified coating.

F. After abrasive blast and leak repairs have been performed, all surfaces shall be inspected for remaining laitance prior to protective coating application. Any evidence of remaining contamination or laitance shall be removed by additional abrasive blast, shotblast or other approved method. If repair materials are used, refer to these specifications for surface preparation. Areas to be coated must also be prepared in accordance with these specifications after receiving a cementitious repair mortar and prior to application of the epoxy

coating.

G. All surfaces should be inspected during and after preparation and before the protective coating is applied.

## 3.05 APPLICATION OF COATING

A. Unless otherwise specified by the Cooperative member, coatings are to be applied with the following thickness: Quadex Hyperform Cementitious Product ½" thick and Raven 405 80 mils thick.

B. Areas where structural steel has been exposed or removed shall be repaired in accordance with Cooperative member's recommendations.

C. If using approved cementitious materials as a basecoat, such shall be trowelled to provide a smooth surface with an average profile equivalent to coarse sandpaper to optimally receive the coating. No bugholes or honeycomb surfaces should remain after the final trowel procedure of the repair mortar.

D. After cleaning and leak repair is performed, all surfaces shall be inspected for remaining laitance prior to coating application. Any evidence of remaining contamination or laitance shall be removed. Areas to be coated must also be prepared in accordance with these specifications after receiving a cementitious repair mortar and prior to application of the epoxy coating.

## 3.06 APPLICATION OF PROTECTIVE COATING

A. Application procedures shall conform to the recommendations of the protective coating manufacturer, including material handling, mixing, environmental controls during application, safety, and spray equipment.

B. The spray equipment shall be specifically designed to accurately ratio and apply the specified protective coating materials and shall be regularly maintained and in proper working order.

C. The protective coating material must be spray applied by a Certified Applicator of the protective coating manufacturer.

D. Specified surfaces shall be coated by spray application of a moisture tolerant, solvent-free, 100% solids, epoxy protective coating as further described herein. Spray application shall be to a minimum wet film thickness of 100 mils and an average wet film thicknesses of 125 mils.

| | |
|---|---|
| Concrete, New/Smooth: | 60-100 mils for immersion, 30-80 mils for atmospheric, splash and spill exposure. |
| Concrete, Rough: | 60-125+ mils |
| Masonry/Brick: | 60-150+ mils |
| Steel: | 25-80 mils for immersion, 16-40 mils for atmospheric, splash and spill exposure; also profile dependent. |

Fiberglass Systems: 40-60 mils tack coat, 9 oz/yd$^2$ fabric, 40-60 mils top coat. Varies with circumstances.

(Thicknesses shown above are for general purposes only, each project should be evaluated independently and thickness of system determined upon product, service environment, protection and restoration requirements.)

E. Airless spray application equipment approved by the coating manufacturer shall be used to apply each coat of the protective coating. Air assisted spray application equipment may be acceptable, especially for thinner coats (<10 mils), only if the air source is filtered to completely remove all oil and water.

F. If necessary, subsequent topcoating or additional coats of the protective coating should occur as soon as the basecoat becomes tack free, ideally within 12 hours but no later than the recoat window for the specified product. Additional surface preparation procedures will be required if this recoat window is exceeded.

G. (Optional) Fiberglass woven-roving fabric may be rolled into the resin or chopped glass spray applied with the resin for added tensile and flexural strength where desired, such as the crown of pipes. Sloped surfaces of the floor may be made non-skid by broadcasting aluminum oxide or silica sand into the surface prior to gelation.

## 3.07 TESTING AND INSPECTION

A. Thickness Testing: During application a wet film thickness gage, such as those available through Paul N. Gardner Company, Inc. meeting ASTM D4414 - Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages, shall be used to ensure a monolithic coating and uniform thickness during application.

B. Holiday Testing: After the protective coating has set hard to the touch it shall be inspected with high-voltage holiday detection equipment. Surfaces shall first be dried; an induced holiday shall then be made on to the coated concrete surface and shall serve to determine the minimum/maximum voltage to be used to test the coating for holidays at that particular area. The spark tester shall be initially set at 100 volts per 1 mil (25 microns) of film thickness applied but may be adjusted as necessary to detect the induced holiday (refer to NACE RPO188- 99). All detected holidays shall be marked and repaired by abrading the coating surface with grit disk paper or other hand tooling method. After abrading and cleaning, additional protective coating material can be hand applied to the repair area. All touch-up/repair procedures shall follow the protective coating manufacturer's recommendations.

C. Bond Strength: Measurement of bond strength of the protective coating to the substrate can be made at regular intervals and along different sections of the structure (i.e., crown of pipe, wall, invert -- every 200 ft). Bond strength can be measured in accordance with ASTM D4541. Any areas detected to have inadequate bond strength shall be evaluated by the Project Engineer. Further bond tests may be performed in that area to determine the extent of potentially deficient bonded area and repairs shall be made by Applicator in strict accordance with manufacturer's recommendations.

D. Visual Inspection: A final visual inspection shall be made by the Inspector and manufacturer's representative. Any deficiencies in the finished coating shall be marked and repaired according to the procedures set forth herein by Applicator.

E. The municipal sewer system may be put back into non-severe operational service as soon as the final inspection has taken place. However, for severe corrosion duty such as high concentrations of acids, bases or solvents, 3 to 7 days and/or force cure by heat induction to the coated surfaces may be necessary prior to returning to service. Consult coating manufacturer for further details.

## Part 3

### Modified Polymer and Polyurethane/Polymeric Blend Foam Applications

### 1.01 DESCRIPTION

The work described within details a complete program for manholes. This section details the methods, procedures, materials and equipment as required to produce "A Total System for Manholes". The completed system will provide a corrosion resistant liner that restores walls to original surface levels and eliminates water infiltration and exfiltration.

### 1.02 REFERENCES

A. ASTM 4541 - Adhesion
B. ASTM D412 - Tensile Strength (PSI)
C. ASTM D412 - Elongation (%)
D. ASTM D2240 - Tear Strength (PLI)
E. ASTM D1737 - Hardness
F. ASTM D1737 - Flexibility (1/8" mandrel)
G. ASTM 4060 - Taber Abrasion (mg loss)
H. CIGMAT Evaluation (UH 96-7) of Spectrashield Liner System for Wastewater Concrete and Clay Brick Facilities. University of Houston Department of Civil Engineering: December 1996

### 1.03 SUBMITTALS

All materials and procedures required to establish compliance with the specifications shall be submitted to the owner/engineer for review/approval. Submittals shall include at least the following:

1. Technical Data Sheet on each product used.
2. Material Safety Data Sheet (MSDS) for each product used.
3. ASTM References.
4. CIGMAT Evaluation.
5. Descriptive literature, bulletins and or catalogs of materials.

6. Work procedures including flow diversion plan, method of repair, etc.
7. Material and method for repair of leaks or cracks in manholes.
8. Final installation report on completed manholes.

## 1.04 10-YEAR LIMITED WARRANTY

CCI Spectrum, Inc. (manufacturer) and Applicator warrant the SPECTRASHIELD manhole liner against failure for a period of 10 years. "Failure" will be deemed to have occurred if the protective lining fails to
(a) prevent the internal damage or corrosion of the structure (b) protect the substrate and environment from contamination by effluent. If any such failure occurs within 10 years of initial completion of work on a structure, the damage will be repaired to restore the lining at no cost to the Owner within 60 days after written notification of the failure. "Failure" does not include damage resulting from mechanical or chemical abuse or act of God. Mechanical or chemical abuse means exposing the lined surfaces of the structure to any mechanical force or chemical substance not customarily present or used in connection with structures of the type involved. There are no warranties express or implied other than those specifically stated in this section 1.03. Any liability for consequential and incidental damages is expressly disclaimed. Liability is limited to and shall not exceed the purchase price paid.

## 1.05 QUALITY ASSURANCE

A. The manufacturer and/or applicator of the total liner system of manholes shall be a company that specializes in the design, manufacture or installation of corrosion protection systems for manholes. Applicator shall be completely trained in leak repair, surface preparation and corrosion materials application on manholes. Corrosion materials/products shall be suitable for installation in a severe hydrogen sulfide environment without any deterioration to the liner.

B. The applicator shall be trained and certified by the manufacturer for the handling, mixing, application and inspection of the liner system as described herein.

C. To ensure total unit responsibility, all materials and installation thereof shall be furnished and coordinated with/by one supplier/applicator who turnkeys the work and assumes full responsibility for the entire operation.

# PART II – PRODUCTS

## 2.01 MATERIALS AND EQUIPMENT

A. The materials to be utilized in the lining of manholes shall be designed and manufactured to withstand the severe effects of hydrogen sulfide in a wastewater environment. Manufacturer of corrosion protection products shall have long proven experience in the production of the lining products utilized and shall have satisfactory installation record.

B. Equipment for installation of lining materials shall be high quality grade and be as recommended by the manufacturer.

C. The lining system to be utilized for manhole structures shall be a multi-component stress skin panel liner system as described below:

1. Liner.

| Installation | Liner |
|---|---|
| Moisture barrier | Modified Polymer |
| Surfacer | Polyurethane/Polymeric blend foam |
| Final corrosion barrier | Modified polymer |

2. Modified polymer shall be sprayable, solvent free, two-component polymeric, moisture/chemical barrier specifically developed for the corrosive wastewater environment.

**TYPICAL CHEMICAL ANALYSIS**

**"A" Component**

| | |
|---|---|
| Viscosity, 77° F, cps. | 450 |
| Physical State | Liquid |
| Color | Clear to amber |
| Hygroscopicity | Reacts with water |

**"B" Component**

| | |
|---|---|
| Viscosity, 77° F, cps. | 500 |
| Physical State | Liquid |
| Color | Flamingo Pink |
| Non-Volatile | 100% |

**Reaction Profile (100 grams, 175° F sample)**

| | |
|---|---|
| Gel Time, seconds | 10 |
| Tack Free Time, seconds | 20 |
| Cure Time, seconds | 90 |

**Processing**

| | |
|---|---|
| A System / B System, volume ratio | 1.00 / 1.00 |

**Typical Physical Properties**

| | |
|---|---|
| Tensile Strength, PSI | >3600 |
| Elongation, % | >300 |
| Tear Strength, PLI | >5000 |
| Shore A Hardness | 96 |
| 100% Modulus, PSI | >2500 |

1. Polyurethane Rigid Structure Foam, low viscosity two-component, containing flame retardants.

**TYPICAL CHEMICAL ANALYSIS**

| | "A" Component | |
|---|---|---|
| Viscosity, 77° F, cps. | | 200 |
| Physical State | | Liquid |
| Color | | Dark Brown |
| Hygroscopicity | | Reacts with water and evolves $CO_2$ gas |
| Viscosity, 77° F, cps. | "B" Component | 660 |
| Physical State | | Liquid |
| Color | | Transparent |
| Hygroscopicity | | Dark Absorbs water rapidly thus changing ratio |

**Reaction Profile (100 grams, 77° F sample)**

| | |
|---|---|
| Cream Time, seconds | 1-4 |
| Tack Free time, seconds | 5-8 |
| Rise Time, seconds | 6-10 |

**Processing**

| | |
|---|---|
| A System / B System, volume ratio | 1.00 / 1.00 |

**Typical Physical Properties**

| | |
|---|---|
| Density, nominal, core, lbs./ft3 ASTM D-1622 @ 74° F | 4-10 |
| Compression Strength, ASTM D-1621 @74° F parallel rise; PSI | 90-150 |
| Closed Cell Content, % @ 74° F | Over 95 |
| Shear Strength, PSI - ASTM C-273 @ 74° F | 225-250 |

4. Total thickness of multi-component stress panel liner shall be a minimum of 500 mils.

**Product shall be SPECTRASHIELD, by CCI Spectrum, Inc.**

## PART III - EXECUTION

### 3.01 INSPECTION

A. Applicator shall take appropriate action to comply with all local, state and federal regulations including those set forth by OSHA, EPA, the Owner and any other applicable authorities.

B. Prior to conducting any work, perform inspection of structure to determine need for protection against hazardous gases or oxygen depleted atmosphere and the need for flow control or flow Diversion.

C. Submit plan for flow control or bypass to owner/engineer for approval prior to conducting the work.

D. New Portland cement structures shall have endured a minimum of 28 days since manufacture prior to commencing installation of the liner system.

## 3.02 SURFACE PREPARATION

A. Conduct surface preparation program to include monitoring of atmosphere for hydrogen sulfide, methane, low oxygen or other gases, approved flow control equipment, and surface preparation equipment.

B. Surface preparation methods may include high pressure water cleaning, hydro blasting, abrasive blasting, grinding, detergent water cleaning and shall be suited to provide a surface compatible for installation of the liner system.

C. Surface preparation method shall produce a cleaned, abraded and sound surface with no evidence of laitance, loose concrete, brick or mortar, contaminants or debris, and shall display a surface profile suitable for application of liner system.

D. After completion of surface preparation, perform the seven point check list, which is the inspection for:

1. Leaks
2. Cracks
3. Holes
4. Exposed Rebar
5. Ring and Cover condition
6. Invert Condition
7. Inlet and Outlet Pipe Condition

E. After the defects in the structure are identified, repair all leaks with a chemical or hydraulic sealant designed for use in field sealing of ground water. Severe cracks shall be "repaired with a urethane based chemical" sealant. Product to be utilized shall be as approved by owner/engineer prior to installation. Repairs to exposed rebar, defective pipe penetrations or inverts, etc. shall be repaired utilizing non-shrink grout or approved alternative method.

## 3.03 MATERIAL INSTALLATION

A. Application procedures shall conform to recommendations of the manufacturer, including materials handling, mixing, environmental controls during application, safety and spray equipment.

B. Spray equipment shall be specifically designed to accurately ratio and apply the liner system.

C. Application of multi-component liner system shall be in strict accordance with manufacturer's recommendation. Final installation shall be a minimum of 500 mils. A permanent identification and date of work performed shall be affixed to the structure in a readily visible location.

D. Provide final written report to owner/engineer detailing the location, date of report, and description of repair.

## 3.04 INSPECTION

A. Final liner system shall be completely free of pinholes or voids. Liner thickness shall be the minimum value as described herein.

B. Visual inspection shall be made by the Owner/Engineer. Any deficiencies in the finished liner system shall be marked and repaired according to the procedures set forth by Manufacturer.

C. The sewer system may be returned to full operational service as soon as the final inspection has taken place.

## Part 4

## Cured-In-Place Manhole Reconstruction

### 1.1 Description

This item shall govern manhole lining complete and in place and the materials used therein, including cleaning, interior surface restoration, priming the prepared surface and Liner System. The Contractor shall submit descriptive information including technical data sheets and ASTM test results on each Liner System proposed indicating that the product conforms to and it is suitable for its intended use per these specifications.

### 1.2 Certification and Submittals

(1) Manufacturer shall certify that Installer has been trained and approved in the handling and installation of the products to be used.
(2) Equipment to be used for installation of the products by the Installer shall be certified and approved by the Manufacturer.
(3) Five (5) recent references, a minimum of 15,000 vertical feet, for Installation indicating successful installation of proposed Liner System shall be submitted by Contractor. All submittals shall be received and approved by Engineer prior to commencing work.

### 1.3 References

This specification references the ASTM International (formerly American Society for Testing and Materials) standards and specifications, which are made a part hereof by such reference and shall be the latest edition and revision thereof.

D-638 Standard Test Method for Tensile Properties of Plastics
D-695 Standard Test Methods for Compressive Properties of Rigid Plastics
D-790 Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
D-2240 Standard Test Method for Rubber Property -Durometer Hardness

### 1.4 Installation Preparation

Proper surface preparation procedures must be followed to ensure adequate bond strength to any surface to be lined.

(1) Installer shall inspect all surfaces specified to be lined prior to surface preparation.

Applicator shall notify Owner of any noticeable disparity in the surfaces that may interfere with the liner installation.

(2) All concrete that is not sound or has been damaged by chemical exposure shall be removed to a sound, concrete surface.

(3) All contaminants including: all oils, grease, incompatible existing coatings or liners, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed. Surface preparation method(s) should be based upon the conditions of the substrate and the requirements of the product to beinstalled.

(4) All surfaces of the host structure are to be cleaned with a high-pressure hydro-jet sprayer with an operating pressure of at least4,000-psi.

(5) After pressure cleaning, surface may be cleaned with degreaser or other solvents as needed in order to remove any film or residue on the surface. Structure shall then be pressure rinsed with water.

(6) 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.

(7) 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.

(8) Benches, walls and floors shall be repaired or refinished as appropriate using chemical grout, hydraulic cement or Portland type II cement.

(9) Bench areas and floors shall be lined with Liner System materials saturated with the epoxy resin and placed in the bottom and extending approximately 6 inches up the wall section, so as to overlap with the liner wall section.

## 1.5 Product Delivery, Handling and Storage

(1) Liner System materials are to be handled according to their material safety data sheets.

(2)Materials are to be kept dry, protected from weather, stored under cover and sealed until ready for use (in accordance with manufacturer's specifications.

(3) Materials are to arrive at the worksite in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

## 1.6 Rehabilitation Conditions and Liner Systems

Liner Systems are designed for use as a non-porous, multi-layer structural system for rehabilitation of structures such as manholes. Liner system shall provide an impervious water, and sewer gas resistant membrane layered between layers of structural fiberglass or polyester fiber.

This waterproof liner system shall seal off infiltration and exfiltration. The epoxy resins used in conjunction with the fiberglass liner fabric shall be resistant to gases and chemicals typically encountered in domestic sewer systems. The liner shall permanently adhere to wet or dry surfaces of brick, concrete, PVC, and ductile iron. Liner System shall prevent further deterioration, infiltration, and exfiltration while providing structural reinforcement to the existing structure and providing a chemical and sewer gas resistant protective lining system.

Liner System shall allow for the rehabilitation of concentric, eccentric or flat top structures without removing the ring top section or corbel. All liner material and components shall be custom fabricated at the manufacturing facility to fit the size and shape of each individual structure. Structure measurements shall be taken on-site and liners manufactured prior to commencement of installation to minimize the on-site field time required for the liner installation. Liner System to be installed to be determined through on-site field investigation, as selected from the following systems:

**Liner System A -** Multiple structural 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 (via air pressure and steam heat injection), and bonded to the existing structure. Liner system is designed for structures with serious deterioration, infiltration or exfiltration problems.

**Liner System B -** Multiple structural 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 (via air pressure and steam heat injection), and bonded to the existing structure. Liner system is designed for structures with moderate deterioration, infiltration or exfiltration problems

**Liner System C -** Multiple layer composite with non-porous membrane mechanically bonded between the layers of polyester fiber or 2 layers of 12 oz. PSY woven roving fiberglass, saturated with 100% solids epoxy, cured-in-place (via air pressure and steam heat injection), and bonded to the existing structure. Liner system is designed for structures with mild to moderate deterioration, preventive maintenance, and new construction.

## 1.7 Materials and Components

**Liner A** shall be a three-layered composite system with a total pre-saturated fabric weight of 68-ozs. per square yard. Layer #1 is 24-oz. structural fiberglass impregnated with a modified epoxy resin and bonded to the existing substructure. Layer #2 shall be a 20-oz. non-porous membrane of special synthetic materials bonded to layer #1 and layer #3. Layer #3 shall consist of a 24-oz. structural fiberglass saturated with epoxy and bonded to the nonporous membrane, forming a smooth interior wall to the host structure.

**Liner B** shall be a three-layered composite system with a total pre-saturated fabric weight of 56-ozs. per square yard. Layer #1 shall be an 18-oz. structural fiberglass impregnated with a modified epoxy resin and bonded to the existing substructure. Layer #2 shall be a 20-oz. nonporous membrane of special synthetic materials bonded to layer #1 and layer #3. Layer #3 shall consist of 18-oz. structural fiberglass saturated with epoxy and bonded to the nonporous membrane, forming a smooth interior wall tothe host structure.

**Liner C** shall be a three-layered composite system. Layer #1 shall be a non-woven polyester or 12-oz. structural fiberglass, impregnated with a modified epoxy resin and bonded to the existing substructure. Layer #2 shall be a non-porous membrane of special synthetic materials mechanically bonded between layer #1 and layer #3. Layer #3 shall consist of non-woven polyester or 12-oz. structural fiberglass that is saturated with epoxy resins, forming a smooth interior wall 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 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. Owner shall supply analytical report of any known chemicals present in wastewater to Installer. Resin system used in these cases is determined on a case-by-case basis.

## 1.8 Liner Installation and Curing Process

(1) Application procedures shall conform to the recommendations of the Liner System manufacturer, including material handling, mixing, and environmental controls during installation safety, and equipment.
(2) The Liner System installation equipment shall be specifically designed to accurately install the specified Liner System and shall be regularly maintained and in proper working order.
(3) A Certified Installer of the Liner System manufacturer must install the Liner System.
(4) The Liner System shall be installed according to the Owner's requirements and manufacturer's recommendations.

Liner Installation: Liner is fully saturated at the job site with resin and then lowered into the structure to the pre-marked position at the cover seat of the structure entrance. 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 at, but include, the bench. In cases where invert channel lining is required, the sewage flow must be stopped for a minimum period of 3 hours (subsidiary to item cost).

The Liner for manholes shall be pressurized at a minimum of 500 lbs. per square foot. However, most typical manhole liner installations will be pressurized at 750-1,000 lbs. per square foot, depending on the condition of the structure and the amount of hydrostatic pressure from incoming infiltration.

Curing Process: Once liner is in place, structure is heated by a temperature inversion system of pressurization with steam injection into the high velocity hot air column, creating a steam/convection oven atmosphere to create a liner temperature of approximately 150°-190° F. The liner is heated for an estimated one to three hours curing time according to the size and temperature of the structure. Upon completion of the liner curing process, the inflation bladder shall be removed, all lines reopened and the excess liner cut off at the manhole cover seat or structure opening.

## 1.9 Testing, Sampling and Inspection

(1) A recognized independent testing laboratory shall test materials used on the project in accordance with ASTM Specifications as referred to in 500-1.3. The Manufacturer, instead of an independent laboratory, may test project sample specimens, provided the

Owner, Engineer, and Manufacturer are in agreement of this testing method prior to project commencement. Specific materials recommended by the Engineer shall then be tested.

(2) All manholes rehabilitated with a specified Liner System shall be tested by the contractor and at the contractor's expense.

(3) Acceptable testing methods include air testing, pull tests and core sampling and testing.

(4) Manholes to be tested and testing methods to be used will be at the discretion of the Engineer and shall be considered subsidiary to the manhole lining cost.

**1.10 Warranty**

(1) Liner systems (fabrics and resins) shall be 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.

(2) Contractor shall warrant all work against defects in materials for a period of ten years and workmanship for a period of five years for repair or replacement of the liner as needed.

(3) Applicator shall, within a reasonable time after receipt of written notice thereof, repair defects in material or workmanship which may develop during warranty period, and any damage to other work caused by such defects or the repairing of same, at their own expense and without cost to the Owner.

**1.11 Measurement and Payment:**

Payment shall be made per square foot (SQFT) installed. Measurement shall be based on Installer field inspection of each manhole and selected Liner System, as approved by the Owner.

# MANHOLE FRAME-CHIMNEY SEALING
# (Mechanical Seal for Rehabilitation)

## 1 INTENT:

The intent of this section is to provide non-structural rehabilitation of manholes suffering from deterioration and/or offset in the frame chimney area resulting in inflow/infiltration. The rehabilitation shall be accomplished via the installation of a mechanical frame-chimney seal and extension system.

## 2 SCOPE:

This specification includes the materials and procedures required for the internal sealing of the frame-chimney area of brick, block and precast manholes. The manholes to receive internal frame-chimney seals are listed in the attached table and are shown on the enclosed system maps.

A. **Internal Manhole Frame-Chimney Seals**, meeting the requirements of this specification, shall be installed in all manholes identified in this project. If excavation is required to repair, rebuild, or replace a manhole, or if any manhole linings or coatings are required, the seal shall be installed after that work has been completed. It shall be the responsibility of the manhole coating/lining CONTRACTOR to provide an adequate sealing area as detailed in this specification prior to applying the coating or lining material.

B. **Brick or Block Manholes** - An internal frame-chimney seal, meeting the requirements of this specification, shall be used to seal the frame-chimney joint area of the manhole from the bottom 2 inches of the frame casting to the second or third level of brick or block courses of the manhole chimney.

C. **Precast Manholes** – An internal frame-chimney seal, and where required, an overlapping extension or extensions, meeting the requirements of this specification, shall be used to seal the entire adjustment area of the manhole. The seal and extension or extensions shall extend from the bottom 2 inches of the frame casting down to the top 2 inches of the manhole cone.

### 2.1 DEFINITIONS:

A. **Chimney** - The cylindrical variable height portion of the manhole structure used to support and adjust the finished grade of the manhole frame. The chimney extends from the top of the corbel or cone to the base of the manhole frame casting. Materials typically used to construct the adjustment area of the manhole are precast rings, HDPE rings, rubber rings, brick and block.

B. **Cone or Corbel** - That portion of the manhole structure which slopes upward and inward from the main body of the manhole to the required chimney or frame casting diameter. "Corbel" refers to a section built of brick or block, while "cone" refers to a precast concrete section.

C. **Pre-Approved Equal** - A product that meets the material, performance and design life requirements of this specification and has been approved by the ENGINEER for use on this project a minimum of 7 calendar days prior to bid opening.

## 2.2 SYSTEM DESCRIPTION:

A. **Design Requirements** - The manhole frame-chimney seal shall be designed to provide a watertight seal in the above described portions of the manhole throughout a 25 year design life. The seal system shall have the capability to be installed in manholes with a diameter differential of up to 20% between the frame casting and manhole chimney or cone.

B. **Performance Requirements** – The frame-chimney seal shall prevent the leakage of water into the manhole at the joints between the frame casting and manhole cone/corbel. Leakage shall be construed to mean freely dripping water emanating at the interface between the seal and the manhole frame casting and cone/corbel or through the body of the seal itself. Moisture appearing at random locations in the form of patches or beads adhering to the surfaces shall not be construed as leakage. The seal shall remain flexible and have the capability to withstand repeated vertical movement of the frame casting of not less than 2 inches and/or repeated horizontal movement of not less than 1/2 inch after installation and throughout its design life.

## 2.3 SUBMITTALS:

A. **Test Report** - A test report from an independent testing agency stating that the seal meets the performance requirements of Section 2.2 B, shall be provided to the ENGINEER by each frame-chimney seal manufacturer or supplier.

B. **Certification** - The manufacturer of the frame-chimney seal shall submit a certification to the ENGINEER stating that their product meets the design life requirements of Section 2.2 A, and the material requirements of Section 3.1, A & B.

## 2.4 TESTING & ACCEPTANCE:

A. **Acceptance Testing** - Manhole frame-chimney seals shall be visually inspected after installation for proper positioning, tightness against the manhole and frame casting surfaces, that no voids or visible leakage points exist and that the bands have been locked into place. Any seal or seals failing this test shall be reworked and inspected at no additional expense to the OWNER.

The ENGINEER reserves the right to water test random frame-chimney seals for leakage using a method approved by the ENGINEER. A minimum of 10 percent of the sealed manholes shall be tested. Manholes that fail shall be reworked and retested by the CONTRACTOR at no additional expense to the OWNER. If more than 5 percent of the manholes tested fail the initial test, an additional 10 percent of the sealed manholes shall be tested. This process shall continue until the testing is satisfactory, or until all sealed manholes have been tested.

# 3 PRODUCTS:

## 3.1 Frame-Chimney Seal:

Frame-chimney seals shall consist of a flexible rubber sleeve, extension or extensions and stainless steel expansion bands, all conforming to the following requirements.

A. **Rubber Sleeve and Extension** - The flexible rubber sleeve and extension shall be molded or extruded from a high grade rubber compound, such as Polyisoprene or EPDM, conforming to the material requirements of ASTM C-923.

The sleeve shall be corrugated with a minimum unexpanded vertical height of 8 inches or 10 inches and a minimum thickness of 3/16 inches. The upper and lower sections of the sleeve that compress against the frame casting and manhole chimney or cone shall have an expansion band recess capable of restraining the band during expansion and after installation.

The top section of the extension shall have a minimum thickness of 3/32 inches and shall be shaped to fit behind the sealing area of the rubber sleeve under the expansion band recess area. The remainder of the extension shall meet the material requirements of ASTM C-923. The bottom section of the extension shall contain an expansion band recess matching the rubber sleeve.

**B. Expansion Bands** - The expansion bands used to compress the sleeve against the manhole shall be integrally formed from 16 gauge stainless steel conforming to ASTM C-923, Type 304 or 316, with no permanent welded attachments and shall have a minimum width of 1 inch and a maximum width of 1-3/8 inches.

The expansion bands shall have a minimum adjustment range of 2-1/2 diameter inches. Any tool used to expand the band shall have the capacity to develop the necessary force to provide compression of the rubber sleeve and a watertight seal. Once tight, the band shall remain permanently held in this expanded position with a latching mechanism that engages in one of the slots in the overlapping end of the band.

**C. Acceptable Manufacturers**

1. NPC, Inc.
2. Pre-Approved Equal

## 3.2 Equipment:

The CONTRACTOR shall have the manufacturer's recommended installation tool as well as any other equipment or tools required to install the frame-chimney seals.

## 3.3 Repair Mortar:

Repair mortar shall be a single component, ready to use with water, high strength, non-shrink, polymer modified cementitious patching mortar for vertical or overhead use. It shall not contain calcium chloride, added gypsum, metallic particles, lime or high alumina cements. Repair mortar shall have the following minimum requirements:

| | | | |
|---|---|---|---|
| Compressive Strength | ASTM C-109 | 1 day | 2800 psi |
| | | 7 day | 4600 psi |
| | | 28 day | 5800 psi |
| Flexural Strength | ASTM C-348 | 1 day | 600 psi |
| | | 7 day | 750 psi |
| | | 28 day | 900 psi |
| | ASTM C-78 | 28 day | 1500 psi |
| Slant Shear Bond Strength | ASTM C-882 | 7 day | 1190 psi |
| | | 28 day | 1640 psi |

## 3.4 Cementitious Grout:

Cementitious grout shall be a premixed, non-metallic, controlled expansion, high strength, versatile non-shrink grout meeting the requirements of CRD-C-588-70, CRD-C-621-81, ASTM C-827-82 and ASTM C-191-79. When mixed to a mortar or

"plastic" consistency, it shall have minimum one day compressive strength of 6,000 psi and a 28 day compressive strength of 9,000 psi.

## 4 EXECUTION:

All work to be performed shall be in strict accordance with the ENGINEER's specifications and recommendations, including installation and application of all products as required and in accordance with the manufacturer's recommended instructions.

### 4.1 Field Measurements:

The CONTRACTOR shall be responsible for field measuring each manhole to determine the information required on the manufacturer's "Manhole Measurement Worksheet". This information is required to determine the proper size rubber sleeve, the need for and size of any extensions and the size and number of expansion bands required to complete the installation.

### 4.2 Surface Preparation:

The CONTRACTOR shall inspect the areas of the frame casting for rust, scale or debris and the manhole chimney and cone area for any loose or protruding mortar, brick or concrete that would interfere with the installation of the seal and remove any rust, scale or dirt from the inside area of the manhole frame casting and clean the chimney and or cone/corbel area by wire brushing. The CONTRACTOR shall be responsible to ensure all surfaces under the sealing area behind the expansion bands be reasonably smooth, circular, vertical and free of any defects that would prevent the rubber sleeve from achieving a watertight seal. Repair mortar meeting the requirements of Section 3.3 shall be used to repair any defects and provide a 2 inch to 3 inch wide vertical surface for the sleeve and/or extension to compress against. All surface preparation shall be in accordance with the frame-chimney seal manufacturer's recommended instructions.

### 4.3 Realign Manhole Frame Casting:

All manhole frame castings that are misaligned from the chimney or cone/corbel by 3 inches or more shall be excavated and realigned. It shall be the responsibility of the CONTRACTOR to ensure all existing frame castings be thoroughly cleaned before reinstallation. The frame casting shall be set in a bed

of cementitious grout that meets the requirements of Section 3.4, mixed to a mortar or "plastic" consistency. The frame casting shall be set so that the top of the cover is flush with the existing pavement or ground surface.

### 4.4 Installation of Frame-Chimney Seal:

The internal frame-chimney seals and/or extensions shall be installed in accordance with the manufacturer's recommended instructions.

## 5 MEASUREMENT & PAYMENT:

### 5.1 Manhole Frame-Chimney Seal:

This item shall be paid at the unit price bid per manhole frame-chimney seal and shall include the cost of furnishing and installing an internal frame-chimney seal and all the required surface preparation work needed to achieve a watertight installation. Measurement shall be based on the actual number of seals installed.

### 5.2 Manhole Frame-Chimney Seal Extension:

This item shall be paid at the unit price bid per manhole frame-chimney seal extension and shall include the cost of furnishing and installing an internal frame-chimney seal extension and all the required surface preparation work needed to achieve a watertight installation. Measurement shall be based on the actual number of extensions installed.

### 5.3 Realign Manhole Frame Casting:

**A. Paved Areas** - This item shall be paid at the unit price bid for frame casting realignment-paved, and shall include the cost of all saw cutting, pavement removal and disposal, excavation, removal, cleaning and reinstallation of the existing frame casting, backfill and pavement replacement.

**B. Unpaved Areas** - This item shall be paid at the unit price bid for frame casting realignment- unpaved, and shall include the cost of excavation, removal, cleaning and reinstallation of the existing frame casting, backfill and surface restoration.

Measurement of each item shall be based on the actual number of each type of frame casting realignment.

**NOTES:**

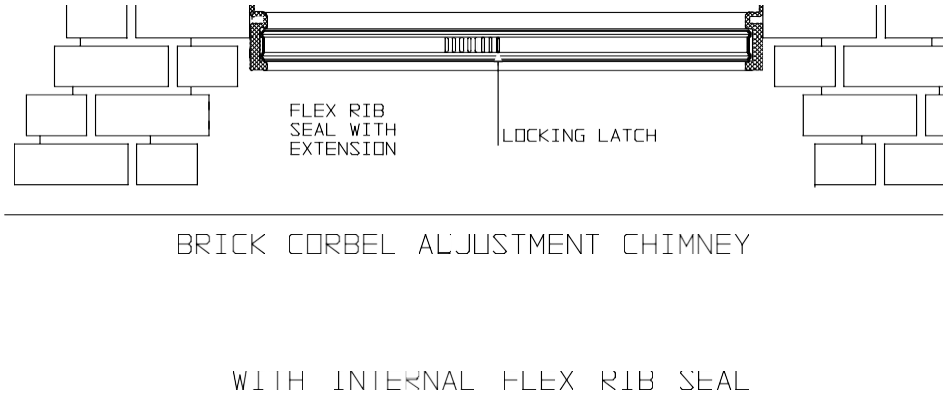
1. The frame casting must have a minimum 2 inch wide vertical surface for the seal to compress against. Repair mortar meeting the requirements of Section 3.3 shall be used to prepare a 2 to 3 inch wide vertical surface for the lower sealing area of the sleeve and/or extension to compress against.

2. The rubber sleeve and extension are available in sizes and widths that will accommodate diameter differentials and variable adjustment heights. Please refer to the **Seal Selection Table** below for material selection. It is not recommended that more than one seal and extension be used in a typical brick manhole.

3. Each seal comes with two stainless steel expansion bands and each extension comes with one stainless steel band.

4. Diameter differentials and offsets reduce the effective height of the seal or extension.

## Seal Selection Table




| Height of Brick | Seal Width & Quantity | Extension Quantity Required |
|---|---|---|
| 0 – 5 inches | 1 – 8.5” Wide Seal | None Required |
| 2 – 7 inches | 1 – 10.5” Wide Seal | None Required |
| 5 – 13 inches | 1 – 8.5” Wide Seal | 1 – Extension Seal |

## Section O

## EXTERNAL SEWER SERVICE CONNECTION TO CURED-IN-PLACE PIPE USING A SADDLE TEE

### 1. GENERAL INFORMATION

a. **Intent** - This specification covers the installation procedures for connecting a service to an existing sewer pipe that has previously been reconstructed with cured-in-place-pipe.

b. **Reference specifications** - This specification references American Society for Testing and Materials (ASTM) standards which are made a part hereof by such reference and shall be the latest edition and revision thereof.

### 2. MATERIALS

a. **Saddle Tee**: PVC strap-on as per ASTM D 3034, or equal

### 3. EXECUTION

a. **Safety** - The installer shall carry out his operation in strict accordance with all applicable OSHA standards.

b. **Installation** - Three installation conditions will be presented; 1) existing host pipe in poor condition; 2) existing host pipe in good condition; 3) existing host pipe is PVC

1. **Existing Host Pipe in Poor Condition**
A portion of the existing sewer shall be removed to expose the cured-in-place- pipe (CIPP) and to provide adequate working space for making the new service connections.

Service laterals shall be connected to the CIPP using saddle tees. Use the inside diameter of the saddle to mark a hole on the CIPP. Cut a hole to the desired diameter using a hole saw of that dimension. Insert a neoprene gasket, or equal, between the CIPP and the saddle tee. Secure the saddle to the pipe with stainless steel bands. Install the service lateral as specified by the pipe manufacturer. Prior to backfilling, encase the exposed connection with at least 6 inches of concrete.

2. **Existing Host Pipe is in Good Condition**
A smooth, round hole shall be machine-drilled into the existing pipe and CIPP using a hole saw. A tap shall be bonded to the existing pipe with an epoxy joint material as recommended by the tap manufacturer. If immediate backfill is required, the tap should be strapped in place as recommended by the manufacturer.

3. **Existing host pipe is PVC**
Service laterals shall be connected to the existing pipe using saddle tees. Use the inside diameter of the saddle to mark a hole in the existing pipe.

Cut the hole to the desired diameter using a hole saw of the appropriate size. Apply PVC glue or equal to the mating surface of the pipe and saddle and the surface of the hole at the CIPP and existing pipe. A neoprene gasket or equal shall be inserted between the existing pipe and the saddle. Secure the saddle to the pipe with stainless steel bands.

## Section P

## Fusible Polyvinylchloride Pipe for Installation by Horizontal Directional Drilling

### GENERAL

Scope

This section specifies fusible polyvinylchloride pipe, including standards for dimensionality, testing, quality, acceptable fusion practice, safe handling, storage and installation of the pipe by horizontal directional drilling, directional boring, or guided boring.

Requirements

Contractor shall provide fusible polyvinylchloride pipe conforming to all standards and procedures, and meeting all testing and material properties as described in this specification for installation by horizontal directional drilling.

Contractor shall be responsible for all installation processes and procedures associated with the installation by horizontal directional drilling in accordance with this specification.

Pipe Description

Pipe Supplier shall furnish fusible polyvinylchloride pipe conforming to all standards and procedures, and meeting all testing and material properties as described in this specification.

Pipe shall conform to the following dimensionality and general characteristics table:

| **Pipe Description** | **Nominal Diameter (in.)** | **DR** | **Color** | **Pressure Class (psi)** | **Required Inner Diameter (in.)** |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

Quality Assurance

The requirements set forth in this document specify a wide range of procedural precautions necessary to ensure that the very basic, essential aspects of a proper directional bore installation are adequately controlled. Strict adherence shall be required under specifically covered conditions outlined in this specification. Adherence to the specifications contained herein, or the Representative's approval on any aspect of any directional bore operation covered by this specification, shall in no way relieve the Contractor of their ultimate responsibility for the satisfactory completion of the work authorized under the Contract.

References:

This section contains references to the following documents. They are a part of this section as specified and modified. Where a referenced document contains references to other standards, those other standards are included as references under this section as if referenced directly.
In the event of a conflict between the requirements of this section and those of the listed

documents, the requirements of this section shall prevail.

Unless otherwise specified, references to documents shall mean the documents in effect at the time of design, bid, or construction, whichever is earliest. If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued.

Where document dates are given in the following listing, references to those documents shall mean the specific document version associated with that date, regardless of whether the document has been superseded by a version with a later date, discontinued or replaced.

| Reference | Title |
|---|---|
| ANSI/AWWA C110/A21.10 | American National Standard for Ductile-Iron and Gray-Iron Fittings, 3-inch through 48-inch, for Water and Other Liquids |
| ANSI/AWWA C111/A21.11 | American National Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings |
| ANSI/AWWA C153/A21.53 | AWWA Standard for Ductile-Iron Compact Fittings for Water Service |
| AWWA C605 | Standard for Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water |
| AWWA C651 | Standard for Disinfecting Water Mains |
| AWWA C900 | Standard for Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 in. through 12 in. (100mm Through 300mm), for Water Distribution |
| AWWA C905 | Standard for Polyvinyl Chloride (PVC Pressure Pipe and Fabricated Fittings, 14 in. through 48 in. (350mm Through 1200mm), for Water Distribution and Transmission |
| AWWA M23 | AWWA Manual of Supply Practices PVC Pipe—Design and Installation, Second Edition |
| ASTM C923 | Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes and Laterals |
| ASTM D1784 | Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds |
| ASTM D1785 | Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120 |
| ASTM D2152 | Test Method for Degree of Fusion of Extruded Poly(Vinyl Chloride) (PVC) Pipe and Molded Fittings by Acetone Immersion |
| ASTM D2241 | Poly (Vinyl Chloride) (PVC) Plastic Pipe (SDR-PR) |
| ASTM D2665 | Poly (Vinyl Chloride) (PVC) Plastic Drain, Waste, and Vent Pipe and Fittings |
| ASTM D3034 | Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings |

| Reference | Title |
|---|---|
| ASTM F477 | Elastomeric Seals (Gaskets) for Joining Plastic Pipe |
| ASTM F679 | Standard Specification for Poly(Vinyl Chloride) (PVC) Large Diameter Plastic Gravity Sewer Pipe and Fittings |
| ASTM F1057 | Standard Practice for Estimating the Quality of Extruded Poly (Vinyl Chloride) (PVC) Pipe by the Heat Reversion Technique |
| ASTM F1417 | Standard Test Method for Installation Acceptance of Plastic Gravity Sewer Lines Using Low-Pressure Air |
| UNI-B-6 | Recommended Practice for Low-Pressure Air Testing of Installed Sewer Pipe |
| UNI-PUB-08 | Tapping Guide for PVC Pressure Pipe |
| NSF-14 | Plastics Piping System Components and Related Materials |
| NSF-61 | Drinking Water System Components--Health Effects |
| PPI TR-2 | PVC Range Composition Listing of Qualified Ingredients |

Manufacturer's Requirements

All piping shall be made from PVC compound conforming to cell classification 12454 per ASTM D1784.

Fusion Technician Requirements

Fusion Technician shall be fully qualified by the pipe supplier to install fusible polyvinylchloride pipe of the type(s) and size(s) being used. Qualification shall be current as of the actual date of fusion performance on the project.

Specified Pipe Suppliers

Fusible polyvinylchloride pipe shall be used as manufactured under the trade names Fusible C-900®, Fusible C-905®, and FPVC®, for Underground Solutions, Inc., Poway, CA, (858) 679-9551. Fusion process shall be as patented by Underground Solutions, Inc., Poway, CA, Patent No. 6,982,051. Owner and engineer are aware of no other supplier of fusible polyvinylchloride pipe that is an equal to this specified pipe supplier and products.

Warranty

The pipe shall be warranted for one year per the pipe supplier's standard terms.

In addition to the standard pipe warranty, the fusion services shall be warranted for one year per the fusion service provider's standard terms.

Pre-Construction Submittals

The following PRODUCT DATA is required from the pipe supplier and/or fusion provider:

Pipe Size

Dimensionality

Pressure Class per applicable standard

Color

Recommended Minimum Bending Radius

Recommended Maximum Safe Pull Force

Fusion technician qualification indicating conformance with this specification

The following WORK PLAN AND INFORMATION is required from the contractor and/or horizontal directional drilling Contractor. This WORK PLAN AND INFORMATION shall also be supplied to the pipe supplier, should it be requested:

Work plan shall include for each HDD installation any excavation locations and dimensions, interfering utilities, bore dimensions and locations including bend radii used, and traffic control schematics.

A project safety and contingency plan which shall include but shall not be limited to drilling fluid containment and cleanup procedures, equipment and plan for compromised utility installations including electrical and power lines, water, wastewater and any other subsurface utility in the area.

An HDD schedule identifying daily work hours and working dates for each installation.

Post-Construction Submittals

The following AS-RECORDED DATA is required from the contractor and/or fusion provider to the owner or pipe supplier upon request:

Approved datalogger device reports

Fusion joint documentation containing the following information:

Pipe Size and Thickness

Machine Size

Fusion Technician Identification

Job Identification

Fusion Joint Number

Fusion, Heating, and Drag Pressure Settings

Heat Plate Temperature

Time Stamp

Heating and Cool Down Time of Fusion

Ambient Temperature

As-recorded Information

The as-recorded plan and profile will reflect the actual installed alignment, and reflect the horizontal offset from the baseline and depth of cover.

All fittings, valves, or other appurtenances will also be referenced and shown.

A daily project log, along with tracking log sheets, should they be used, shall be provided. Tracking log sheet data, should it be employed, shall include any and all that apply, including inclination, depth, azimuth, and hydraulic pull-back and rotational force measured.

## Products

### Fusible Polyvinylchloride Pressure Pipe for Potable Water

Fusible polyvinylchloride pipe shall conform to AWWA C900, AWWA C905, ASTM D2241 or ASTM D1785 for standard dimensions, as applicable. Testing shall be in accordance with the referenced AWWA standards for all pipe types.

Fusible polyvinylchloride pipe shall be extruded with plain ends. The ends shall be square to the pipe and free of any bevel or chamfer. There shall be no bell or gasket of any kind incorporated into the pipe.

Fusible polyvinylchloride pipe shall be manufactured in a standard 40' nominal length, or custom lengths as specified.

Fusible polyvinylchloride pipe shall be blue in color for potable water use.

Pipe shall be marked as follows:

Nominal pipe size

PVC

Dimension Ratio, Standard Dimension Ratio, or Schedule

AWWA pressure class, or standard pressure rating for non-AWWA pipe, as applicable

AWWA standard designation number, or pipe type for non-AWWA pipe, as applicable

NSF-61 mark verifying suitability for potable water service

Extrusion production-record code

Trademark or trade name

Cell Classification 12454 and/or PVC material code 1120 may also be included

Pipe shall be homogeneous throughout and be free of visible cracks, holes, foreign material, blisters, or other visible deleterious faults.

### Fusible Polyvinylchloride Pressure Pipe Not Conforming to AWWA C905 Dimensionality

Fusible polyvinylchloride pipe shall conform to AWWA C900, ASTM D2241 or ASTM D1785 for standard dimensionality, as applicable. Testing shall be in accordance with the referenced AWWA standard.

Fusible polyvinylchloride pipe shall be extruded with plain ends. The ends shall be square to the pipe and free of any bevel or chamfer. There shall be no bell or gasket of any kind incorporated into the pipe.

Fusible polyvinylchloride pipe shall be manufactured in a standard 40' nominal length, or custom lengths as specified.

Fusible polyvinylchloride pipe shall be purple in color for reclaim, reuse, or other non-potable water distribution or conveyance.

Pipe shall be marked as follows:

Nominal pipe size

PVC

Dimension Ratio, Standard Dimension Ratio, or Schedule

AWWA pressure class, or standard pressure rating for non-AWWA pipe, as applicable

AWWA standard designation number, or pipe type for non-AWWA pipe, as applicable

Extrusion production-record code

Trademark or trade name

Cell Classification 12454 and/or PVC material code 1120 may also be included

For reclaim water service, the wording: "Reclaimed Water, NOT for Potable Use"

Pipe shall be homogeneous throughout and be free of visible cracks, holes, foreign material, blisters, or other visible deleterious faults.

**Fusible Polyvinylchloride Pressure Pipe Conforming to AWWA C905 Dimensionality**

Fusible polyvinylchloride pipe shall conform to AWWA C905 standard.

Fusible polyvinylchloride pipe shall be extruded with plain ends. The ends shall be square to the pipe and free of any bevel or chamfer. There shall be no bell or gasket of any kind incorporated into the pipe.

Fusible polyvinylchloride pipe shall be manufactured in a standard 40' nominal length, or custom lengths as specified.

Fusible polyvinylchloride pipe shall be purple in color for reclaim, reuse, or other non-potable water distribution or conveyance.

Pipe shall be marked as follows:

Nominal pipe size

PVC

Dimension Ratio, Standard Dimension Ratio, or Schedule

AWWA pressure class

AWWA standard designation number

Extrusion production-record code

Trademark or trade name

Cell Classification 12454 and/or PVC material code 1120 may also be included

For reclaim water service, the wording: "Reclaimed Water, NOT for Potable Use"

Pipe shall be homogeneous throughout and be free of visible cracks, holes, foreign material, blisters, or other visible deleterious faults.

**Fusible Polyvinylchloride Pressure Pipe for Wastewater Not Conforming to AWWA C905 Dimensionality**

Fusible polyvinylchloride pipe shall conform to AWWA C900, ASTM D2241 or ASTM D1785 for standard dimensionality, as applicable. Testing shall be in accordance with the referenced AWWA standard.

Fusible polyvinylchloride pipe shall be extruded with plain ends. The ends shall be square to

the pipe and free of any bevel or chamfer. There shall be no bell or gasket of any kind incorporated into the pipe.

Fusible polyvinylchloride pipe shall be manufactured in a standard 40' nominal length, or custom lengths as specified.

Fusible polyvinylchloride pipe shall be green in color for wastewater use.

Pipe shall be marked as follows:

Nominal pipe size

PVC

Dimension Ratio, Standard Dimension Ratio, or Schedule

AWWA pressure class, or standard pressure rating for non-AWWA pipe, as applicable

AWWA standard designation number, or pipe type for non-AWWA pipe, as applicable

Extrusion production-record code

Trademark or trade name

Cell Classification 12454 and/or PVC material code 1120 may also be included

Pipe shall be homogeneous throughout and be free of visible cracks, holes, foreign material, blisters, or other visible deleterious faults.

**Fusible Polyvinylchloride Pressure Pipe for Wastewater Conforming to AWWA C905 Dimensionality**

Fusible polyvinylchloride pipe shall conform to AWWA C905 standard.

Fusible polyvinylchloride pipe shall be extruded with plain ends. The ends shall be square to the pipe and free of any bevel or chamfer. There shall be no bell or gasket of any kind incorporated into the pipe.

Fusible polyvinylchloride pipe shall be manufactured in a standard 40' nominal length, or custom lengths as specified.

Fusible polyvinylchloride pipe shall be green in color for wastewater use.

Pipe shall be marked as follows:

Nominal pipe size

PVC

Dimension Ratio, Standard Dimension Ratio, or Schedule

AWWA pressure class

AWWA standard designation number

Extrusion production-record code

Trademark or trade name

Cell Classification 12454 and/or PVC material code 1120 may also be included

Pipe shall be homogeneous throughout and be free of visible cracks, holes, foreign material, blisters, or other visible deleterious faults.

**Fusible Polyvinylchloride Non-Pressure Pipe for Wastewater or Surface Water**

Fusible polyvinylchloride pipe shall conform to ASTM D3034 or ASTM F679.

Fusible polyvinylchloride pipe may instead conform to AWWA C900 or AWWA C905, ASTM D2241 or ASTM D1785 for standard dimensionality, as applicable.

Fusible polyvinylchloride pipe shall be extruded with plain ends. The ends shall be square to the pipe and free of any bevel or chamfer. There shall be no bell or gasket of any kind incorporated into the pipe.

Fusible polyvinylchloride pipe shall be manufactured in a standard 40' nominal length, or custom lengths as specified.

Fusible polyvinylchloride pipe shall be green in color for wastewater use. Fusible polyvinylchloride pipe shall be white in color for surface or storm water use.

Pipe shall be marked as follows:

Nominal pipe size

PVC

Dimension Ratio, Standard Dimension Ratio, or Schedule

Pressure class or standard pressure rating

Standard designation number or pipe type

Extrusion production-record code

Trademark or trade name

Cell Classification 12454 and/or PVC material code 1120 may also be included

Pipe shall be homogeneous throughout and be free of visible cracks, holes, foreign material, blisters, or other visible deleterious faults.

**Fusion Joints**

Unless otherwise specified, fusible polyvinylchloride pipe lengths shall be assembled in the field with butt-fused joints. The Contractor shall follow the pipe supplier's written guidelines for this procedure. All fusion joints shall be completed as described in this specification.

**Connections and Fittings for Pressure Applications**

Connections shall be defined in conjunction with the coupling of project piping, DUCTILE IRON MECHANICAL AND FLANGED FITTINGS

Acceptable fittings for use with fusible polyvinylchloride pipe shall include standard ductile iron fittings conforming to AWWA/ANSI C110/A21.10, or AWWA/ANSI C153/A21.53 and AWWA/ANSI C111/A21.11.

Connections to fusible polyvinylchloride pipe may be made using a restrained or non-restrained retainer gland product for PVC pipe, as well as for MJ or flanged fittings.

Bends, tees and other ductile iron fittings shall be restrained with the use of thrust blocking or other means as indicated in the construction documents.

Ductile iron fittings and glands must be installed per the manufacturer's guidelines.

If required, linings for Ductile Iron fittings shall meet the following requirements for the following service environments:

Wastewater:

Ceramic Epoxy shall be Tnemec Perma-Shield 431.

Polyurethane shall be DuraShield 210 or 310.

Potable Water:

Liquid Epoxy shall be 100% solids liquid epoxy, Tnemec Epoxyline Series FC22.

Polyurethane shall be DuraShield 210-61 or 310-61.

If required, coatings for Ductile Iron fittings shall meet the following requirements for buried and/or immersion service duty:

Polyurethane shall be DuraShield 210 or 310.

Liquid Epoxy shall be 100% solids liquid epoxy, Tnemec Epoxyline Series FC22.

Coal tar epoxy shall be Sherwin Williams Targuard.

**PVC Gasketed, Push-On Fittings**

Acceptable fittings for use with fusible polyvinylchloride pipe shall include standard PVC pressure fittings conforming to AWWA C900 or AWWA C905.

Acceptable fittings for use joining fusible polyvinylchloride pipe other sections of fusible polyvinylchloride pipe or other sections of PVC pipe shall include gasketed PVC, push-on type couplings and fittings, including bends, tees, and couplings as shown in the drawings.

Bends, tees and other PVC fittings shall be restrained with the use of thrust blocking or other restraint products as indicated in the construction documents.

PVC gasketed, push-on fittings and mechanical restraints, if used, must be installed per the manufacturer's guidelines.

**Fusible Polyvinyl Chloride Sweeps or Bends**

Fusible polyvinyl chloride sweeps or bends shall conform to the same sizing convention, diameter, dimensional tolerances and pressure class of the pipe being joined using the sweep or bend.

Fusible polyvinyl chloride sweeps or bends shall be manufactured from the same fusible polyvinyl chloride pipe being used for the installation, and shall have at least 2 feet of straight section on either end of the sweep or bend to allow for fusion of the sweep to the pipe installation. There shall be no gasketed connections utilized with a fusible polyvinyl chloride sweep.

Standard fusible polyvinyl chloride sweep or bend angles shall not be greater than 22.5 degrees, and shall be used in nominal diameters ranging from 4 inch through 16 inch.

**Sleeve-Type Couplings**

Sleeve-type mechanical couplings shall be manufactured for use with PVC pressure pipe, and may be restrained or unrestrained as indicated in the construction documents.

Sleeve-type couplings shall be rated at the same or greater pressure carrying capacity as the pipe itself.

### Expansion and Flexible Couplings

Expansion-type mechanical couplings shall be manufactured for use with PVC pipe, and may be restrained or unrestrained as indicated in the construction documents.

Expansion-type mechanical couplings shall be rated at the same or greater pressure carrying capacity as the pipe itself.

### Connection Hardware

Bolts and nuts for buried service shall be made of non-corrosive, high-strength, low-alloy steel having the characteristics specified in ANSI/AWWA C111/A21.11, regardless of any other protective coating.

### Connections for Gravity Sanitary Sewer and Non-Pressure Applications

The following connections are to be used in conjunction with tie-ins to other non-pressure, gravity sewer piping and/or structures, and shall be as indicated in the construction documents.

### PVC Gasketed, Push-On Couplings

Acceptable couplings for joining fusible polyvinylchloride pipe to other sections of fusible polyvinylchloride pipe or other sections of PVC pipe shall include gasketed PVC, push-on type couplings as indicated in the construction documents.

PVC gasketed, push-on fittings and/or restraint hardware must be installed per the manufacturer's guidelines.

### Connection to Sanitary Sewer Manholes and Structures

Fusible polyvinylchloride pipe shall be connected to manholes and other structures to provide a leak-free, properly graded flow into or out of the manhole or structure.

Connections to existing manholes and structures shall be as indicated in the construction documents.

For a cored or drilled opening provide a flexible, watertight connection that meets and/or exceeds ASTM C923.

For a knock out opening, provide a watertight connection (waterstop or other method) meeting the material requirements of ASTM C923 that is securely attached to the pipe with stainless steel bands or other means.

Grout opening in manhole wall with non-shrink grout. Pour concrete collar around pipe and outside manhole opening. Provide flexible pipe joint or flexible connector within 2 feet of the collar.

Connections to a new manhole or structure shall be as indicated in the construction documents.

A flexible, watertight gasket per ASTM C 923 shall be cast integrally with riser section(s) for all precast manhole and structures.

Drop connections shall be required where shown on drawings.

Grout internal joint space with non-shrink grout.

## Drilling System Equipment

General

The directional drilling equipment, as a minimum, shall consist of a directional drilling rig of sufficient capacity to perform the bore(s) and pull-back of the pipe(s), a drilling fluid mixing & delivery system of sufficient capacity to successfully complete the crossing, a guidance system to accurately guide boring operations, and trained and competent personnel to operate the system. All equipment shall be in good, safe operating condition with sufficient supplies, materials and spare parts on hand to maintain the system in good working order for the duration of this project. All required equipment shall be included in the emergency and contingency plan as submitted per these specifications.

Drilling Rig

The directional drilling machine shall consist of a hydraulically powered system to rotate, push and pull drill pipe while delivering a pressurized fluid mixture to a drill head. The machine shall be anchored to withstand the pulling, pushing and rotating forces required to complete the project.

The drilling rig hydraulic system shall be of sufficient pressure and volume to power drilling operations. The hydraulic system shall be free from leaks.

The drilling rig shall have a system to monitor pull-back hydraulic pressure during pull-back operations.

Drill Head

The horizontal directional drilling equipment shall produce a stable fluid lined tunnel with the use of a steer-able drill head and any subsequent pre-reaming heads.

The system must be able to control the depth and direction of the drilling operation.

Drill head shall contain all necessary cutters and fluid jets for the operation, and shall be of the appropriate design for the ground medium being drilled.

Drilling Fluid (Drilling Mud)

Drilling fluid shall be composed of clean water and the appropriate additive(s) for the fluid to be used. Water shall be from a clean source and shall meet the mixing requirements of the mixture manufacturer(s).

The water and additives shall be mixed thoroughly to assure the absence of any clumps or clods. No hazardous additives may be used.

Drilling fluid shall be maintained at a viscosity sufficient to suspend cuttings and maintain the integrity of bore wall(s).

Drilling fluid shall be disposed of off-site in accordance with local, state and federal requirements and/or permit conditions.

No additional chemicals or polymer surfactants shall be allowed to be added to the drilling fluid unless they have been submitted per this specification.

## Mixing System

A drilling fluid mixing system shall be of sufficient size to mix and deliver drilling fluid for the project.

The mixing system shall be able to ensure thorough mixing of the drilling fluid. The drilling fluid reservoir tank shall be sized for adequate storage of the fluid.

The mixing system shall continually agitate the drilling fluid during drilling operations.

## Drilling Fluid Delivery and Recovery System

The drilling fluid pumping system shall have a minimum capacity to supply drilling fluid in accordance with the drilling equipment pull-back rating at a constant required pressure.

The delivery system shall have filters or other appropriate in-line equipment to prevent solids from being pumped into the drill pipe.

Used drilling fluid and drilling fluid spilled during drilling operations shall be contained and properly disposed of. The use of spill containment measures shall be maintained around drill rigs, drilling fluid mixing system, entry and exit pits and drilling fluid recycling system (if used) to prevent spills into the surrounding environment. Pumps, vacuum truck(s), and/or storage of sufficient size shall be in place to contain excess drilling fluid.

A closed-loop drilling fluid system and a drilling fluid cleaning system should be used to whatever extent practical, depending upon project size and conditions. Under no circumstances shall drilling fluid that has escaped containment be reused in the drilling system.

## Drilling Control System

Calibration of the electronic detection and control system shall be verified prior to the start of the bore.

The drilling head shall be remotely steer-able by means of an electronic, magnetic or inertial detection system. The drilling head location shall be monitored in three dimensions:

Offset from the baseline,

Distance along the baseline, and

Depth of cover.

Point of rotation of the head shall also be monitored.

For gravity application and on-grade drilling, sonde/beacon or approved equipment applicable for grade increments of $1/10^{th}$ of one percent shall be used.

## Pipe Pull Heads

Pipe pull heads shall be utilized that employ a positive through-bolt design assuring a smooth wall against the pipe cross-section at all times.

Pipe pull heads shall be specifically designed for use with fusible polyvinylchloride pipe, and shall be as recommended by the pipe supplier.

Pipe Rollers

Pipe rollers, if required, shall be of sufficient size to fully support the weight of the pipe during handling and pullback operations.

A sufficient quantity of rollers and spacing, per the pipe supplier's guidelines shall be used to assure adequate support and excessive sagging of the product pipe.

## Execution

Delivery and Off Loading

All pipe shall be bundled or packaged in such a manner as to provide adequate protection of the ends during transportation to the site. Any pipe damaged in shipment shall be replaced as directed by the owner or engineer.

Each pipe shipment should be inspected prior to unloading to see if the load has shifted or otherwise been damaged. Notify owner or engineer immediately if more than immaterial damage is found. Each pipe shipment should be checked for quantity and proper pipe size, color, and type.

Pipe should be loaded, off-loaded, and otherwise handled in accordance with AWWA M23, and all of the pipe supplier's guidelines shall be followed.

Off-loading devices such as chains, wire rope, chokers, or other pipe handling implements that may scratch, nick, cut, or gouge the pipe are strictly prohibited.

During removal and handling, be sure that the pipe does not strike anything. Significant impact could cause damage, particularly during cold weather.

If appropriate unloading equipment is not available, pipe may be unloaded by removing individual pieces. Care should be taken to ensure that pipe is not dropped or damaged. Pipe should be carefully lowered, not dropped, from trucks.

Handling and Storage

Any length of pipe showing a crack or which has received a blow that may have caused an incident fracture, even though no such fracture can be seen, shall be marked as rejected and removed at once from the work. Damaged areas, or possible areas of damage may be removed by cutting out and removing the suspected incident fracture area. Limits of the acceptable length of pipe shall be determined by the owner or engineer.

Any scratch or gouge greater than 10% of the wall thickness will be considered significant and can be rejected unless determined acceptable by the owner or engineer.

Pipe lengths should be stored and placed on level ground. Pipe should be stored at the job site in the unit packaging provided by the manufacturer. Caution should be exercised to avoid compression, damage, or deformation to the ends of the pipe. The interior of the pipe, as well as all end surfaces, should be kept free from dirt and foreign matter.

Pipe shall be handled and supported with the use of woven fiber pipe slings or approved equal. Care shall be exercised when handling the pipe to not cut, gouge, scratch or otherwise abrade the piping in any way.

If pipe is to be stored for periods of 1 year or longer, the pipe should be shaded or otherwise shielded from direct sunlight. Covering of the pipe which allows for temperature build-up is strictly prohibited. Pipe should be covered with an opaque material while permitting adequate

air circulation above and around the pipe as required to prevent excess heat accumulation.

Pipe shall be stored and stacked per the pipe supplier's guidelines.

**Fusion Process**

General

Fusible polyvinylchloride pipe will be handled in a safe and non-destructive manner before, during, and after the fusion process and in accordance with this specification and pipe supplier's guidelines.

Fusible polyvinylchloride pipe will be fused by qualified fusion technicians, as documented by the pipe supplier.

Each fusion joint shall be recorded and logged by an electronic monitoring device (data logger) connected to the fusion machine.

Only appropriately sized and outfitted fusion machines that have been approved by the pipe supplier shall be used for the fusion process. Fusion machines must incorporate the following elements:

Heat Plate - Heat plates shall be in good condition with no deep gouges or scratches. Plates shall be clean and free of any debris or contamination. Heater controls shall function properly; cord and plug shall be in good condition. The appropriately sized heat plate shall be capable of maintaining a uniform and consistent heat profile and temperature for the size of pipe being fused, per the pipe supplier's guidelines.

Carriage – Carriage shall travel smoothly with no binding at less than 50 psi. Jaws shall be in good condition with proper inserts for the pipe size being fused. Insert pins shall be installed with no interference to carriage travel.

General Machine - Overview of machine body shall yield no obvious defects, missing parts, or potential safety issues during fusion.

Data Logging Device – An approved datalogging device with the current version of the pipe supplier's recommended and compatible software shall be used. Datalogging device operations and maintenance manual shall be with the unit at all times. If fusing for extended periods of time, an independent 110V power source shall be available to extend battery life.

Other equipment specifically required for the fusion process shall include the following:

Pipe rollers shall be used for support of pipe to either side of the machine.

A weather protection canopy that allows full machine motion of the heat plate, fusion assembly and carriage shall be provided for fusion in inclement, extreme temperatures, and /or windy weather, per the pipe supplier's recommendations.

An infrared (IR) pyrometer for checking pipe and heat plate temperatures.

Fusion machine operations and maintenance manual shall be kept with the fusion machine at all times.

Facing blades specifically designed for cutting fusible polyvinylchloride pipe shall be used.

Joint Recording

Each fusion joint shall be recorded and logged by an electronic monitoring device (data logger) connected to the fusion machine. The fusion data logging and joint report shall be generated by software developed specifically for the butt-fusion of fusible polyvinyl chloride pipe. The software shall register and/or record the parameters required by the pipe supplier and these specifications. Data not logged by the data logger shall be logged manually and be included in the Fusion Technician's joint report.

## Drilling Operations

General

Bore path and alignment are as indicated in the contract documents. The path of the bore may be modified based on field and equipment conditions. Entry and exit locations and control-point elevations shall be maintained as indicated in the contract documents.

Bend radii shown in the contract documents are minimum allowable radii and shall not be reduced.

Location and Protection of Underground Utilities

Correct location of all underground utilities that may impact the HDD installation is the responsibility of the Contractor, regardless of any locations shown on the drawings or previous surveys completed.

Utility location and notification services shall be contacted by the Contractor prior to the start of construction.

All existing lines and underground utilities shall be positively identified, including exposing those facilities that are located within an envelope of possible impact of HDD installation as determined for the project specific site conditions. It is the Contractor and HDD system operator's responsibility to determine this envelope of safe offset from existing utilities. This will include, but is not limited to, soil conditions and layering, utility proximity and material, HDD system and equipment, and foreign subsurface material.

Site Location Preparation

Work site as indicated on drawings shall be graded or filled to provide a level working area. No alterations beyond what is required for operations are to be made

Contractor shall confine all activities to designated work areas.

Drilling Layout and Tolerances

The drill path shall be accurately surveyed with entry and exit areas placed in the appropriate locations within the areas indicated on drawings. If using a magnetic guidance system, drill path will be surveyed for any surface geomagnetic variations or anomalies.

Instrumentation shall be provided and maintained at all times that accurately locates the pilot hole, measures drill-string axial and torsional loads and measures drilling fluid discharge rate and pressure.

Entry and exit areas shall be drilled so as not to exceed the bending limitations of the pipe as recommended by the pipe supplier.

Pilot Bore Hole

Pilot hole shall be drilled along bore path. In the event that the pilot bore does deviate from the bore path, it may require contractor to pull-back and re-drill from the location along bore path before the deviation.

The Contractor shall limit curvature in any direction to reduce force on the pipe during pull-back. The minimum radius of curvature shall be no less than that specified by the pipe supplier and as indicated on the drawings.

Reaming

After successfully completing the pilot hole, the bore hole shall be reamed to a diameter which meets the requirements of the pipe being installed. The following table is offered as an estimated guide:

| **Nominal Pipe Diameter** | **Bore Hole Diameter** |
|---|---|
| < 8 inches | Pipe Dia. + 4 inches |
| 8 inches to 24 inches | Pipe Dia. X 1.5 |
| > 24 inches | Pipe Dia. + 12 inches |

Multiple reaming passes shall be used at the discretion of the Contractor and shall conform to this specification.

In the event of a drilling fluid fracture, returns loss or other loss of drilling fluid, the Contractor shall be responsible for restoring any damaged property to original condition and cleaning up the area in the vicinity of the damage or loss.

Pipe Pull-Back and Insertion

Pipe shall be fused prior to insertion, if the site and conditions allow, into one continuous length.

Contractor shall handle the pipe in a manner that will not over-stress the pipe prior to insertion. Vertical and horizontal curves shall be limited so that the pipe does not bend past the pipe supplier's minimum allowable bend radius, buckle, or otherwise become damaged. Damaged portions of the pipe shall be removed and replaced.

The pipe entry area shall be graded as needed to provide support for the pipe and to allow free movement into the bore hole.

The pipe shall be guided into the bore hole to avoid deformation of, or damage to, the pipe.

The fusible polyvinylchloride pipe may be continuously or partially supported on rollers or other

Owner and Engineer approved friction decreasing implement during joining and insertion, as long as the pipe is not over-stressed or critically abraded prior to, or during installation.

A swivel shall be used between the reaming head and the fusible polyvinylchloride pipe to minimize torsion stress on the pipe assembly.

Buoyancy modification shall be at the sole discretion of the Contractor, and shall not exceed the pipe supplier's guidelines in regards to maximum pull force or minimum bend radius of the pipe. Damage caused by buoyancy modifications shall be the responsibility of the Contractor.

Once pull-back operations have commenced, the operation shall continue without interruption until the pipe is completely pulled through the bore hole.

The pipe shall be installed in a manner that does not cause upheaval, settlement, cracking, or movement and distortion of surface features. Any damages caused by the Contractor's operations shall be corrected by the Contractor.

Installation Cleanup

Following the installation, the project site shall be returned to a condition equal to or better than the pre-construction condition of the site. All excavations will be backfilled and compacted per the construction documents and jurisdictional standards. All pavement and hardscape shall be repaired per applicable jurisdictional standards, excess materials shall be removed from the site, and disturbed areas shall be re-landscaped. All drilling fluid shall be properly disposed of per these specifications and all applicable jurisdictional laws.

Contractor shall verify that all utilities, structures, and surface features in the project area are sound.

Preparation Prior to Making Connections into Existing Piping Systems

Approximate locations for existing piping systems are shown in the construction documents. Prior to making connections into existing piping systems, the contractor shall:

Field verify location, size, piping material, and piping system of the existing pipe.

Obtain all required fittings, which may include saddles, sleeve type couplings, flanges, tees, or others as shown in the construction documents.

Have installed all temporary pumps and/or pipes in accordance with established connection plans.

Unless otherwise approved, new piping systems shall be completely assembled and successfully tested prior to making connections into existing pipe systems.

Pipe System Connections

Pipe connections shall be installed per applicable standards and regulations, as well as per the connection manufacturer's guidelines and as indicated in the construction documents. Pipe connections to structures shall be installed per applicable standards and regulations, as well as per the connection manufacturer's guidelines.

If possible, pipe installed via HDD shall be filled with water prior to making any connections to the existing system or other portions of the project.

Tapping for Potable and Non-Potable Water Applications

Tapping shall be performed using standard tapping saddles designed for use on PVC piping in accordance with AWWA C605. Tapping shall be performed only with use of tap saddles or sleeves. NO DIRECT TAPPING WILL BE PERMITTED. Tapping shall be performed in accordance with the applicable sections for Saddle Tapping per Uni-Pub-8.

All connections requiring a larger diameter than that recommended by the pipe supplier, shall be made with a pipe connection as specified and indicated on the drawings.

Equipment used for tapping shall be made specifically for tapping PVC pipe:

Tapping bits shall be slotted "shell" style cutters, specifically made for PVC pipe. 'Hole saws' made for cutting wood, steel, ductile iron, or other materials are strictly prohibited.

Manually operated or power operated drilling machines may be used.

Taps may be performed while the pipeline is filled with water and under pressure ('wet' tap,) or when the pipeline is not filled with water and not under pressure ('dry' tap).

Testing

Testing shall comply with all applicable jurisdictional building codes, statutes, standards, regulations, and laws.

Hydrostatic Testing and Leakage Testing for Pressure Piping

Hydrostatic and leakage testing for piping systems that contain mechanical jointing as well as fused PVC jointing shall comply with AWWA C605.

Unless agreed to or otherwise designated by the owner or engineer, for a simultaneous hydrostatic and leakage test following installation, a pressure equal to 150% of working pressure at point of test, but not less than 125% of normal working pressure at highest elevation shall be applied. The duration of the pressure test shall be for two (2) hours.

If hydrostatic testing and leakage testing are performed at separate times, follow procedures as outlined in AWWA C605.

In preparation for pressure testing the following parameters must be followed:

All air must be vented from the pipeline prior to pressurization. This may be accomplished with the use of the air relief valves or corporation stop valves, vent piping in the testing hardware or end caps, or any other method which adequately allows air to escape the pipeline at all high points. Venting may also be accomplished by 'flushing' the pipeline in accordance with the parameters and procedures as described in AWWA C605.

The pipeline must be fully restrained prior to pressurization. This includes complete installation of all mechanical restraints per the restraint manufacturer's guidelines, whether permanent or temporary to the final installation. This also includes the installation and curing of any and all required thrust blocking. All appurtenances included in the pressure test, including valves, blow-offs, and air-relief valves shall be checked for proper installation and restraint prior to beginning the test.

Temporary pipeline alignments that are being tested, such as those that are partially installed

in their permanent location shall be configured to minimize the amount of potentially trapped air in the pipeline.

Leakage Testing for Non-Pressure Piping

Gravity sanitary sewers that contain mechanical jointing in addition to fused PVC joints may need to be tested for excessive leakage.

Gravity sanitary sewer leakage testing may include appropriate water or low pressure air testing. The leakage outward or inward (exfiltration or infiltration) shall not exceed 25 gallons per inch of pipe diameter per mile per day for any section of the system. An exfiltration or infiltration test shall be performed with a minimum positive head of two feet. The air test, if used, shall be conducted in accordance with one of the following Standards:

ASTM F1417

UNI-B-6

The testing method selected shall properly consider the existing groundwater elevations during the test.

Deflection Testing for Non-Pressure Piping

After completion of the backfill, the engineer or owner may require that a deflection test be performed.

Deflection tests should be conducted using a go/no-go mandrel. The mandrel's outside dimension shall be sized to permit no more than 7.5 percent deflection. The percent deflection shall be established from the base inside diameter of the pipe. If the internal beading of the fused joints for the pipe is not required to be removed, the mandrel shall account for this clearance as well. The mandrel shall be approved by the owner or engineer prior to use. Lines that permit safe entry may allow other deflection test options, such as direct measurements.

Disinfection of the Pipeline for Potable Water Piping

After installation, the pipeline, having passed all required testing, shall be disinfected prior to being put into service. Unless otherwise directed by the owner or engineer, the pipeline will be disinfected per AWWA C651.

Partial Testing

Segments of the pipe may be tested separately in accordance with standard testing procedure, as approved by the owner and engineer. Testing of each HDD installation prior to connection to the system or other piping is preferred.

**END OF SECTION**

## Section Q

## GEOPOLYMER PIPE & CULVERT LINING

General

A. This performance specification guideline (PSG) includes the minimum requirements for the rehabilitation of sanitary and storm sewer pipelines by the installation of Spray-Applied-Pipe-Liner (SAPL) material within the existing, deteriorated pipe as shown on the plans included as part of these contract documents.

B. The rehabilitation of pipelines shall be completed by the installation of a mortar-based spray applied liner which, once cured, shall be continuous and tight-fitting in a constrained condition with a shear interface with the host throughout the entire length of the original pipeline. The SAPL shall extend the full length of the original pipeline and provide a structurally sound, jointless new pipe-within-a-pipe with no annular space between the SAPL and the host. The Contractor is responsible for proper, accurate and complete installation of the SAPL using the system selected by the Contractor meeting the Owners requirements.

C. Neither the SAPL product, system, nor its installation, shall cause adverse effects to any of the Owner's processes or facilities. The installation pressure for the product shall not damage the system in any way, and the use of the product shall not result in the formation or production of any detrimental compounds or by-products at the wastewater treatment plant. The Contractor shall cleanup, restore existing surface conditions and structures, and repair any of the SAPL system determined to be defective. The Contractor shall conduct installation operations and schedule cleanup in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians, businesses and property owners or tenants.

D. The prices submitted by the Contractor, shall include all costs of permits, labor, equipment and materials for the various bid items necessary for furnishing and installing, complete in place, SAPL in accordance with these specifications. All items of work not specifically mentioned herein which are required, by the contractor, to make the product perform as intended and deliver the final product as specified herein shall be included in the respective lump sum and unit prices bid.

1.1 DESCRIPTION OF WORK AND PRODUCT DELIVERY

A. This PSG covers all work necessary to furnish and install the SAPL. The Contractor shall provide all materials, labor, equipment, and services necessary for traffic control (if required), bypass pumping and/or diversion of flows, cleaning, measurement and television inspection of sewers to be rehabilitated, SAPL installation, reconnection of service

connections, all quality controls, provide samples for performance of required material tests, final television inspection, testing of the rehabilitated pipe system, warranty work and other work, all as specified herein.

B. The product furnished shall be a complete SAPL system including specific materials, applicable equipment and installation procedures. If prequalification is required, the SAPL system manufacturer may submit appropriate data/information to the Owner. All other SAPL systems or multi-component products will be required to meet the submittal requirements as contained herein.

C. The SAPL shall be continuous and jointless from manhole to manhole or access point to access point, unless specified, and shall be free of all defects that will affect the long-term life and operation of the pipe in the treated area.

D. The SAPL shall be designed for a life of 50 years or greater and an equal service life unless specifically specified otherwise by the Owner.

E. The SAPL may be designed for partially deteriorated conditions to resist external groundwater pressures only or for fully deteriorated conditions for a structurally stand-alone pipe.

F. The installed SAPL shall comply with the physical performance requirements of Paragraph 2.5.

G. All existing and confirmed active service connections and any other service laterals are to be reinstated, as directed by the Owner, shall be re-opened to their original shape and to 95% - 100% of their original area.

H. All materials furnished, as part of this contract shall be marked with detailed product information, stored in a manner specified by the manufacturer and tested to the requirements of this contract.

I. Warranty inspections shall be executed by the Owner. Any defects found shall be repaired or replaced by the Contractor.

J. Testing shall be executed by a third-party testing laboratory financially and otherwise independent of the Contractor performing the work, outside of fees paid under this contract. The Contractor shall obtain the services of an independent third-party testing laboratory to collect material and produce samples onsite at the project installation, at the request of the Owner. The Laboratory shall take possession of the mixed wet material used for sample production and testing and shall maintain the chain of custody, store samples onsite, transport the samples to their laboratory, demold and store onsite until testing, test

and report on all samples produced under this contract. Contractor shall pay for all material, sample production and product testing and reporting performed under this contract.

## 1.2 REFERENCES

A. The following documents form a part of this specification to the extent stated herein and shall be the latest editions thereof. Where differences exist between codes and standards, the requirements of these specifications shall apply. All references to codes and standards shall be to the latest revised version.

- American Society for Testing and Materials (ASTM):
  - ASTM C 31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field
  - ASTM C 39 – Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
  - ASTM C 78 – Flexural Strength of Concrete
  - ASTM C 109 – Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50 mm] Cube Specimens)
  - ASTM C 469 – Static Modulus of Elasticity & Poisson's Ratio of Concrete Compression
  - ASTM C 496 – Splitting Tensile Strength of Cylindrical Concrete Specimens
  - ASTM C 666 – Freeze Thaw Durability
  - ASTM C 807 – Set Time of Hydraulic Cement Mortar
  - ASTM C 882 – Bond Strength of Epoxy-Resin Systems Used with Concrete by Slant Shear
  - ASTM C 1090 – Shrinkage Test
  - ASTM C 1138 - Standard Test Method for Abrasion Resistance of Concrete (Underwater Method)
  - ASTM F 2414 – Practice for Sealing Sewer Manhole Using Chemical Grouting
  - ASTM F 2551 – Practice for Installing a Protective Cementitious Liner System in Sanitary Sewer Manholes
- German Institute for Standardization - Deutsches Institut für Normung (DIN)
  - DIN 19573 - Mortar for construction and renovation of drains and sewers outside buildings (Specifically, resistance to biogenic sulfuric/sulphuric acid attack as covered in Appendix A XWW4 and Appendix B XWW1 to XWW3)
- American Concrete Institute (ACI):
  - ACI Certified Concrete Field-Testing Technician, Level 1
  - ACI 305R-99 Hot Weather Concreting
  - ACI 306R-88 Cold Weather Concreting

- National Association of Sewer Service Companies (NASSCO)
    - Pipeline Assessment Certification Program (PACP™)

1.3 PERFORMANCE WORK STATEMENT (PWS) SUBMITTAL

A. The Contractor shall submit, to the Owner, a Performance Work Statement (PWS) which clearly defines the SAPL product delivery in conformance with the requirements of these contract documents. Unless otherwise directed by the Owner, the PWS shall, at a minimum, contain the following:

1. Clearly indicate that the SAPL will conform to the project requirements as outlined in the Description of Work and as delineated in these specifications.

2. Where the scope of work is specifically delineated in the contract documents, a detailed installation plan describing all preparation work, cleaning operations, pre-CCTV inspections, bypass pumping, traffic control, installation procedure, curing instructions (as applicable), service reconnection, quality control, testing to be performed, final CCTV inspection, warrantees furnished and all else necessary and appropriate for a complete SAPL installation. A detailed installation schedule shall be prepared, submitted and conform to the requirements of this contract.

3. Contractor's description of the proposed SAPL technology, including a detailed plan for identifying all active service connections maintaining service, during mainline installation, to each home connected to the section of pipe being lined, including temporary service for commercial, industrial and apartment complexes, if required by the contract.

4. A description of the SAPL materials to be furnished for the project. Materials shall be fully detailed in the submittals and conform to these specifications and/or shall conform to the pre-approved product submission.

5. A statement of the Contractors experience. The Contractor shall have a minimum of three (3) years of cumulative experience installing SAPL in pipe of a similar size, depth, length and configuration as contained in this contract. The lead personnel, including the superintendent, the foreman and the lead crew personnel for the operation of the mix/pump equipment and the SAPL installation must be trained and certified by the material manufacturer and have a minimum of one (1) year of experience with the SAPL technology proposed for this contract and must have demonstrated competency and experience to perform the scope of work contained in this contract. The name and experience of each lead individual

performing work on this contract shall be submitted with the PWS. Personnel replaced by the contractor, on this contract, shall have similar, verifiable experience as the personnel originally submitted for the project.

6. Engineering design calculations shall be performed by a qualified, experienced engineer licensed to practice by the State/Country in which the asset is installed. Engineer shall have sufficient experience in underground infrastructure, structural and/or geotechnical design to satisfy the standard of care warranted. Design protocol(s) employed by the engineer shall be widely accepted in the underground rehabilitation industry. Design shall not allow for an acceptable crack width of greater than 0.01-inch in the final application. Designs should at minimum be prepared for each size/shape combination of SAPL to be installed and shall take into consideration the condition of the existing pipe, and all applicable loads which may include earth loading, traffic loading, hydraulic loading, ground conditions, variations in the ground water through seasons, variations in conditions in the longitudinal direction and other factors that the registered professional engineer retained by either the producer or the user may consider as important, given the local site conditions. Designs shall present the assumptions made, input data used, design principals employed and shall provide recommendation on the thickness of SAPL installation. It will be acceptable for the Contractor to submit a design for the most severe line condition and apply that design to all of the line sections. All calculations shall include data that conforms to the requirements of these specifications or has been pre-approved by the Owner. Designs shall be subject to the minimums and maximums found in Paragraph 2.5 or superior as substantiated in the information submitted in the PWS and approved by the Owner/Engineer.

7. Proposed manufacturers technology data shall be submitted for all SAPL products and all associated technologies to be furnished.

8. Submittals shall include information on the SAPL material intended for installation and all tools and equipment required for a complete installation. The PWS shall identify which tools and equipment will be redundant on the job site in the event of equipment breakdown. All equipment to be furnished for the project, including proposed back-up equipment, shall be clearly described. The Contractor shall outline the mitigation procedure to be implemented in the event of key equipment failure during the installation process.

9. A detailed description of the Contractor's proposed procedures for removal of any existing blockages in the pipeline that may be encountered during the cleaning process. A detailed public notification plan shall be prepared and submitted including detailed staged notification to residences affected by the SAPL installation.

10. A dust control plan shall be included in the PWS, by the contractor, that will ensure that project specific dust will be minimized at the project site and surrounding area. The plan will include no less than the following:

a. Description of PPE required for all personnel working on job site

b. Protection of dust emission points

c. Collection and disposal of dust and debris developed during lining operations

B. Compensation for all work required for the submittal of the PWS shall be included in the various pipelining items contained in the Proposal.

1.4 PRODUCT SUBMITTALS

A. Manufacturer-certified copies of all test reports on each product used, including:

1. Test results indicating the product conforms to and is suitable for its intended use per these specifications. Test reports shall be performed at the Licensed Applicator's expense and shall be carried out by an approved independent third-party testing laboratory or by a reputable independent testing body. As a minimum, the test reports should include all those listed in Paragraph 2.5 of this Section.

B. Detailed Minimum Liner Thickness Calculations as required and as discussed further in Paragraph 1.3/A/6 of this Section, along with proposed plan for ensuring that the installed SAPL meets the minimum thickness requirements.

C. Manufacturers' shipping, storage and handling recommendations for all components of the SAPL system.

D. All Safety Data Sheets (SDS) for all materials to be furnished for the project.

E. Contractor Qualifications

1. Manufacturer Certification that Contractor has been trained and approved in the handling, mixing and application of the products to be used. A fully trained field technician shall apply the SAPL material.

2. Manufacturer Certification that the equipment to be used for applying the products has been manufactured or approved by the Manufacturer and Contractor personnel have been trained and certified for proper use of the equipment by the Manufacturer.

F. Proof of any required permits or licenses necessary for the project.

G. After cleaning and preparation by the Contractor of all proposed infrastructure to be rehabilitated and before beginning lining of any infrastructure, the Licensed Applicator/Contractor shall submit to the Owner/Engineer for their records the following:

1. Video (1 copy) of the Contractor's TV inspection of the infrastructure prior to preparation work showing existing condition of asset prior to preparation and lining activities.
2. Video (1 copy) of the Contractor's TV inspection of the infrastructure post preparation and prior to product application, clearly showing installation of depth gauges, treatment of active infiltration and other preparation steps.

H. After rehabilitation of the infrastructure, the Contractor shall submit to the Owner/Engineer for their records the following:

1. A Video (1 copy) of the Contractor's TV inspection of the completed Work performed in compliance with NASSCO PACP™ by trained and certified personnel.
2. Test results of field samples of SAPL material as specified in the Contract Documents.

I. Compensation for all work required for the submittal of product data shall be included in the Lump Sum price contained in the Proposal for Mobilization.

## 1.5 SAFETY

A. The Contractor shall conform to all work safety requirements of pertinent regulatory agencies and shall secure the site for the working conditions in compliance with the same. The Contractor shall erect signs and other devices as are necessary for the safety of the work site.

B. The Contractor shall perform all Work in accordance with applicable OSHA standards. Emphasis shall be placed upon the requirements for entering confined spaces and with the equipment being utilized for pipe renewal.

C. The Contractor shall submit a proposed Safety Plan to the Owner prior to beginning any work, identifying all competent persons. The plan shall include a description of a daily safety program for the job site and all emergency procedures to be implemented in the event of a safety incident. All work shall be conducted in accordance with the Contractor's submitted Safety Plan.

D. Compensation for all work required for the submittal of the Safety Plan shall be included in the various pipelining items contained in the Proposal.

## 1.6 QUALITY CONTROL PLAN (QCP)

A. A detailed quality control plan (QCP) that fully represents and conforms to the requirements of these specifications shall be submitted to the Owner. At a minimum the QCP shall include the following:

1. A detailed discussion of the proposed quality controls to be performed by the Contractor.
2. Defined responsibilities, of the Contractor's personnel, for assuring that all quality requirements for this contract are met. These shall be assigned by the Contractor to specific personnel.

3. Proposed procedures for quality control, product sampling and testing shall be defined and submitted as part of the plan.

4. Proposed methods for product performance controls, including method of and frequency of product sampling and testing both in raw material form and cured product form.

5. Scheduled performance and product test result reviews between the Contractor and the Owner at a regularly scheduled job meeting.

6. Inspection forms and guidelines for quality control inspections shall be prepared in accordance with the standards specified in this contract and submitted with the QCP.

## 1.7 SAPL REPAIR/REPLACEMENT

A. Occasionally installations will result in the need to repair or replace a defective SAPL. The Contractor shall outline specific repair or replacement procedures for potential defects that may occur in the installed SAPL. Repair/replacement procedures shall be as recommended by the SAPL system manufacturer and shall be submitted as part of the PWS.

B. Defects in the installed SAPL that will not affect the operation and long-term life of the product shall be identified and defined.

C. Repairable defects that may occur in the installed SAPL shall be specifically defined by the Contractor based on manufacturer's recommendations, including a detailed step-by-step repair procedure, resulting in a finished product meeting the requirements of these contract specifications.

D. Unrepairable defects that may occur to the SAPL shall be clearly defined by the Contractor based on the manufacturer's recommendations, including a recommended procedure for the removal and replacement of the SAPL.

1.8 AS-BUILT DRAWINGS/RECORDS

A. As-Built drawings/records, pre & post inspection videotapes, CDs or other electronic media shall be submitted to the Owner, by the Contractor, within 2 weeks of final acceptance of said work or as specified by the Owner. As-Built drawings/records will include the identification of the work completed by the Contractor and shall be prepared on one set of Contract Drawings/Records provided to the Contractor at the onset of the project.

B. As-Built drawings/records shall be kept on the project site at all times, shall include all necessary information as outlined in the PWS or as agreed to by the Owner and the Contractor at the start of the Contract, shall be updated as the work is being completed and shall be clearly legible.

C. Compensation for all work required for the submittal and approval of As-Built drawings/records shall be included in the various pipelining items contained in the Proposal.

1.9 WARRANTY

A. The materials used for the project shall be certified by the manufacturer for the specified purpose. The Contractor shall warrant the SAPL material and installation for a period of one (1) year. During the Contractor warranty period, any defect which may materially affect the integrity, strength, function and/or operation of the pipe, shall be repaired at the Contractor's expense in accordance with procedures included in Section 1.7 SAPL Repair/Replacement and as recommended by the Manufacturer.

B. On any work completed by the contractor that is defective and/or has been repaired, the contractor shall warrant this work for (1) year in addition to the warrantee required by the contract.

C. After a pipe section has been rehabilitated and for a period of time up to one (1) year following completion of the project, the Owner may inspect all or portions of the rehabilitated system. The specific locations will be selected at random by the Owner's inspector and should include all sizes of SAPL from this project. If it is found that any of the SAPL has developed abnormalities since the time of "Post Construction Television Inspection," the abnormalities shall be repaired and/or replaced as defined in Section 1.7 SAPL Repair/Replacement and as recommended by the manufacturer. If, after inspection of a portion of the rehabilitated system under the contract, problems are found, the Owner may televise all the SAPL installed on the contract. All verified defects shall be repaired and/or replaced by the Contractor and shall be performed in accordance with Section 1.7

SAPL Repair/Replacement and per the original specifications, all at no additional cost to the Owner.

## PART 2 PRODUCTS

### 2.1 MATERIALS

A. The SAPL System must meet the physical performance requirements of these contract documents.

B. Deliver materials in original containers with seals unbroken and labels intact and free of moisture. Do not use materials that have been directly exposed to moisture or if there is visible damage to the packaging.

C. All materials must be inspected by the Contractor upon receipt and the Bill of Lading reviewed to confirm it properly documents amount(s) and type(s) of material(s) received, date and time of delivery as well as the shipping company delivering the material. Completed/signed Bill of Lading and material batch numbers shall be logged by the Contractor upon receipt of the material(s) and stored in project files for possible future reference. Receipt of material should also be noted in Daily Activity Log.

D. Materials may be stored offsite, such as in a yard, for a period of time prior to use on the project. Upon delivery to the project, Contractor shall designate a specific space at the project site for staging and mixing materials. Protect this space and repair all damage resulting from use. Do not store kerosene, gasoline or other flammable liquids in this space. Remove oily rags at the end of each day's work. Regardless of storage location, Lining System products are to be kept dry, protected from weather and stored under cover within the temperature ranges recommended by the Manufacturer. Products are to be stored and handled according to their SDSs or appropriate classification. Damaged or unsuitable products shall be promptly removed from the job site and shall be replaced with suitable materials.

### 2.2 MORTAR LINER MATERIALS

A. The Liner material may be Centrifugally Cast, Manually Sprayed or Hand Troweled.

B. All liner materials shall be a factory blended, one-component (just add water). Liner materials shall be formulated to restore structural integrity while eliminating the infiltration of groundwater, provide enhanced corrosion resistance and shall be specifically formulated for ease of mechanical pumping, spraying and spin casting.

C. The Liner shall be formulated to produce an installed liner that can be installed in layers at a minimum of ½" per layer and adhere to the existing host pipe surface to a sufficient level to cure and form an independent system. Overall installation thickness shall comply with Paragraph 2.5.

D. The finished infrastructure must be such that once the Liner sets, the total liner thickness will be homogeneous and monolithic and meet or exceed the design thickness.

2.3 PREPARATION AND SUPPORT MATERIALS

A. Infiltration Control (Mild to Moderate).

1. All fast setting materials furnished shall be formulated to be applied in dry powder form, with no prior mixing of water, directly to active leaks under hydrostatic pressure in pipes, manholes or related structures. Alternatively, material can be mixed into the consistence of a putty and used to slow the leak prior to application of additional products. Materials shall consist of rapid setting cements, siliceous aggregates, and various accelerating agents. Material shall not contain chlorides, gypsum, or metallic particles. Infiltration control material shall be approved by SAPL manufacturer.

B. Infiltration Control (Heavy).

1. Injection grouting material shall be used to address heavy infiltration following Manufacturer's instructions. Apply injection grouting material as approved by the SAPL Manufacture. Injection grouting material shall be approved by SAPL manufacturer.

2. Heavy infiltration means infiltration that meets the definition of a "runner" or "gusher", as defined by NASSCO's Pipeline Assessment Certification Program.

a. Runner - water running into the sewer through a faulty joint or infrastructure wall. A continuous flow will be visible.

b. Gusher - water entering the infrastructure "under pressure" through a defect or faulty joint.

C. Invert Repair and Patching (Fast Return to Service).

1. All material furnished shall be formulated to fill large voids in pipe, manholes and structure walls and to repair or reconstruct inverts where no hydrostatic pressure exists.

2. For infrastructure which must be returned to service quickly, material shall consist of rapid setting cements, monocrystalline quartz aggregates, and various accelerating agents. Approved invert repair and patching material shall be approved by

SAPL manufacturer and shall achieve a 1-day compressive strength of 2,000 psi | 13.8 MPa or greater.

D. Invert Repair and Patching (Bypassed or No Flow).

1. All material furnished shall be formulated to fill large voids in pipe, manholes and structure walls and to repair or reconstruct inverts where no hydrostatic pressure exists.

2. For infrastructure with heavily deteriorated inverts and which is rehabilitated under no flow or bypass conditions, where flow will not be returned until at least 12 hours after SAPL application. Invert repair and patching material shall be approved by SAPL manufacturer.

## 2.4 STRUCTURAL REQUIREMENTS

A. The samples shall be produced on-site from the same materials used on the project by an independent third-party lab technician so as to represent the physical properties and characteristics of the finished SAPL to the greatest extent possible. It shall be the responsibility of the Contractor to monitor the site conditions and install a SAPL that meets or exceeds the minimum properties specified herein. Details of testing are found in Paragraph 3.5.

B. The SAPL shall be designed as per Paragraph 1.3/A/6. The SAPL design shall assume no bonding to the original pipe wall for partially structural of fully structural designs.

C. The cured pipe material (SAPL) shall, at a minimum, meet or exceed the structural properties, as listed below or as discussed in 1.3/A/6.

## 2.5 MINIMUM PHYSICAL PROPERTIES

| Physical Property | Test Method | Performing Requirements |
|---|---|---|
| Compressive Strength | ASTM C39 | Min. 8,000 psi \| 55 MPa @ 28 days |
| Flexural Strength | ASTM C78 | Min. 800 psi \| 5.5 MPa @ 28 days |
| Modulus of Elasticity (Compressive Elastic Modulus) | ASTM C469 | Min. $4x10^6$ psi \| 27.6 GPa @ 28 days |
| Split Tensile | A | Min. 700 psi \| 4.8 |

| | | |
|---|---|---|
| Strength | STM C496 | MPa @ 28 days |
| Freeze Thaw Durability | A STM C666 | Max 0.5% Loss @ 300 cycles |
| Bond Strength to Concrete | A STM C882 | Min. 2,500 psi \| 17 MPa @ 28 days |
| Shrinkage Test | A STM C1090 | Max 0.02% @ 28 days |
| Abrasion Resistance | A STM C1138 | Max 18.31 $in^3$ \| 0.0003$m^3$ Total Volume Loss @ 6 cycles on 28 day sample |
| Chemical Resistance **Severe Sanitary Sewer Environments (pH<2.0)** | D IN 19573 | XWW4 - Pass |

A. The required structural SAPL wall thickness shall be based, as a minimum, on the physical properties of the cured liner and per the design of the Professional Engineer (see Paragraph 1.3/A/6) and in accordance with the following design parameters:

| | |
|---|---|
| Host Pipe Material | RCP, CMP, etc. |
| Pipe Shape / Size / Length | Circular, Elliptical, etc. / XX-inch / X,XXX LF |
| Level of Deterioration | Fully, Partially |
| Design Safety Factor | 2.0 |
| Ovality | Greater of 0% or as measured by field inspection |
| Constrained Soil Modulus | MIN 1,200 psi OR Per AASHTO LRFD Section 12 and AWWA Manual M45 |
| Groundwater Depth (relative to invert) | Recommended that actual depth elevations be specified or indicated on the Plans when available from USGS or other sources, or that one of the following be directed based upon local working knowledge of the Owner/Engineer: |

| | |
|---|---|
| | o Assume below invert of pipe<br>o Assume 1 FT above crown of pipe<br>o Assume halfway between crown of pipe and ground (Recommended value if unknown) |
| Soil Depth (above the crown) | As specified or indicated on the Plans |
| Live Load | road, railroad, or airport as applicable |
| Soil Load (assumed) | 120 lb./cu. ft. or as specified |
| Minimum Service Life | 50 years |
| Minimum Thickness – Partially Structural | Greater of 1.0-inch \| 25mm or as design dictates |
| Minimum Thickness – Fully Structural | Greater of:<br>• 1.0-inch \| 25mm or as design dictates for assets under 54-inch \| 1350mm equivalent diameter/span<br>• 1.5-inch \| 38mm or as design dictates for assets equal to or greater than 54-inch \| 1350mm and up to 96-inch \| 2400mm equivalent diameter/span<br>• 2.0-inch \| 50mm or as design dictates for assets greater than 96-inch \| 2400mm equivalent diameter/span |

B. The Contractor shall submit, prior to installation of the lining materials, certification of compliance with these specifications and/or the requirements of the pre-approved SAPL system. Certified material test results shall be included that confirm that all materials conform to these specifications and/or the pre-approved system. Materials not complying with these requirements will be rejected.

## PART 3 INSTALLATION

### 3.1 CONSTRUCTION REQUIREMENTS

A. The SAPL shall be constructed of materials and methods that, when installed, shall provide a jointless and continuous structurally sound SAPL able to withstand all imposed static and dynamic loads on a long-term basis as required in the specifications.

B. The Contractor may, under the direction of the Owner, utilize any of the existing manholes in the project area as installation access points. If a street must be closed to traffic because of the location of the sewer, the Contractor shall furnish a detailed traffic control plan and all labor and equipment necessary. The plan shall be in conformance with the requirements of the local agency having jurisdiction over traffic control.

C. Contractor shall perform pre-cleaning video inspections of the pipelines. Prior to sealing of active leaks, invert repair and patching and lining, the Contractor's experienced personnel competent in the inspection of large diameter pipes and/or related manholes and structures will clean the infrastructure to be rehabilitated and provide pre-construction videos of the complete limits of the infrastructure to be rehabilitated as well as the project site utilizing color video inspection equipment. As an alternative, color photos are acceptable for manholes and structures. The interior of the effected host infrastructure shall be carefully inspected to determine the location of and conditions which may prevent the proper installation of the SAPL, and these conditions shall be addressed per the SAPL Manufacturer's standards prior to application of the SAPL material. Documentation shall be submitted to the Owner/Engineer following commencement of work.

D. Cleaning of Pipe Lines – The Contractor shall remove all internal debris from the pipe line that will interfere with the installation and the final product delivery of the SAPL, as required in these specifications, and accurately measure and document the diameter and length of the existing pipeline to be rehabilitated. The Contractor shall clean the interior of the existing host pipe utilizing a 3,500 psi | 241 bar or greater pressure washer prior to installation of the SAPL. When grease or oil are present within the host infrastructure, steam, heated water (up to 200°F | 93°C) or a detergent approved by Owner/downstream treatment facility owner/operator may be added to the water and used integrally with the high-pressure water cleaning and other methods as referenced in industry accepted standards such as ASTM F2551. Solid debris and deposits shall be removed from the system and disposed of properly by the Contractor. Moving material from manhole section to manhole section shall not be allowed. As applicable, the contractor shall either plug or install a flow bypass pumping system to properly clean the project assets. Precaution shall be taken by the Contractor in the use of cleaning equipment to avoid damage to the existing pipe, access structures and laterals. The repair of any damage, caused by the cleaning equipment, shall be the responsibility of the Contractor. The Owner will designate a

site for the disposal of all debris removed from the Owner's sewer system as a direct result of the cleaning operation. Unless otherwise specified by the Owner, the Contractor shall dispose of all debris at no charge. Should any dumping fees apply, the Contractor shall be compensated at the respective unit price bid in the Proposal for cleaning.

E. Bypassing Existing Flows - The Contractor shall provide for the flow of existing mainline and service connection effluent, if applicable, around the section or sections of pipe designated for SAPL installation. Service connection effluent may be plugged, if required, only after proper notification to the affected residence and may not remain plugged overnight. Accommodations may be required for internal conveyance of released flows prior to cure of freshly applied SAPL. Installation of the SAPL shall not begin until the Contractor has installed the required plugs or a sewage bypass system and all pumping facilities have been installed and tested under full operating conditions including the bypass of mainline and side sewer flows, if required. Provided written procedures and approval of the material manufacturer, once the installation has begun, should flows need to be released prior to the SAPL being fully cured, such release is at the risk of the Contractor. Following any such release the Contractor shall reinspect the affected areas, clean and reapply SAPL material as needed to achieve appropriate installation thickness. The Contractor shall coordinate sewer bypass and flow interruptions with the Owner at least seven (7) days in advance. The pump and bypass lines shall be of adequate capacity and size to handle peak flows. The Contractor shall submit a detail of the bypass plan and design to the Owner before proceeding with any installation. Compensation for bypass pumping and all associated plans and approvals shall be at the price bid in the Proposal.

F. Line Defects - Loose or defective brick, concrete, grout, ledges, and all steps shall be removed to provide an even surface prior to application of the SAPL material. Exposed rebar shall be pressure washed to remove any extraneous materials, such as dirt, oil, grease, debris and loose rust scale. It shall be the responsibility of the Contractor to clear the line of misalignments, broken or collapsed sections or sags that will interfere with the installation and long-term performance of the SAPL. If pre-installation inspection reveals a misalignment, broken or collapsed section or sag that was not identified as part of the original scope of work and will prohibit proper installation of the SAPL, the Contractor may be directed by the Owner to correct the problem(s) prior to installation by utilizing open cut repair methods or alternative means. The Contractor shall be compensated for this work under a contingency pay item or change order. Removal of any previously unknown defects shall be considered as a changed condition. The cost of removal of defects that appeared on pre-bid video documentation and made available to the Contractor, prior to the bid opening, shall be compensated for on a unit price basis in accordance with the contract documents.

G. The Contractor shall be responsible for sealing all active points of infiltration utilizing materials in accordance with the SAPL Manufacturer's recommendations and the following requirements:

1. The area to be repaired must be clean and free of debris to the extent the repair material will bond to the surface of the host area.

2. For quick-setting mortar, with gloved hand, place a generous amount of the dry quick-setting cementitious material to the active leak, with a smooth fast motion, maintaining external pressure for 60 seconds, repeat until leak is stopped.

3. Proper application should not require any special mixing of product or special curing requirements after application.

H. The Contractor shall be responsible for confirming the locations of all branch service connections prior to installing the SAPL. If required in the contract documents, each connection will be dye tested to determine whether or not the connection is live or abandoned. The cost for dye testing of existing service connections shall be compensated at the unit price bid in the Proposal for Dye Testing of Existing Service Connections. In the event the status of a service connection cannot be adequately defined, the Owner will make the final decision, prior to installation of the SAPL, as to the status. Typically, only service connections deemed "active" shall be reopened by the Contractor.

I. Invert Repair and Patching - The work consists of mixing and applying flowable fill or a rapid setting, high early strength, non-shrink patching material to fill all large voids and repair inverts prior to applying SAPL to the infrastructure. For pipe or manhole invert repairs, flow must be temporarily restricted prior to cleaning and during repair.

1. The area to be repaired must be capable of receiving the appropriate repair material.

2. Mix water shall be clean potable water and require no additives or admixtures for use with patching materials.

3. Flowable fill shall be mixed on-site or delivered to the site ready for use. Material should be mixed in appropriate quantities to avoid setting prior to placement in voids or inverts.

4. Once mixed to proper consistency, the materials shall be applied to the invert or void areas by pump, hand or trowel. In invert applications, care should be taken to not apply excessive material in the channel, which could restrict flow. Once applied, materials should be smoothed either by hand or trowel in order to facilitate flow.

5. Flows in inverts patched with rapid cure invert repair and patching material can be reestablished within 30 minutes of material placement. Flows in inverts patched with flowable fill material shall not be reestablished until at least 12 hours have passed, unless otherwise directed by Manufacturer.

J. Depth Gauges – Prior to installation, depth gauges shall be permanently attached to the interior of the host at sufficient positions circumferentially and spacing linearly so as to allow for visual confirmation of the installation thickness during application.

K. Following the sealing of active leaks, invert repair and patching and preparation of the infrastructure to include setting of depth gauges, prior to application of the SAPL material, the Contractor's experienced personnel competent in the inspection of large diameter pipes and/or related manholes and structures will provide pre-lining videos of the infrastructure to be rehabilitated utilizing color video inspection equipment. Licensed Applicator can perform inspection one section at a time, or as a single inspection of the complete limits of the work, so long as no spray application of SAPL material is installed in the infrastructure until that infrastructure's pre-lining condition has been documented. As an alternative, color photos are acceptable for manholes and structures. The interior of the effected host infrastructure shall be carefully inspected to provide confirmation that the conditions identified during Pre-Construction Inspection, as discussed in Paragraph 3.1/D, have been addressed per SAPL Manufacturer's standards prior to application of SAPL material. Documentation shall be submitted to the Owner/Engineer following commencement of work.

L. The Contractor shall be allowed use water from an owner-approved fire hydrant in the project vicinity. Use of an approved double check backflow assembly shall be required. Contractor shall provide his own approved assembly. Contractor shall pay current market price for all water usage.

3.2 INSTALLATION OF LINER

A. The liner shall be mixed, installed and cured (as applicable) in the host pipe per the manufacturer's specifications as described and submitted in the PWS.

B. SAPL installation shall be in accordance with the applicable ASTM/ACI standards and/or manufacturer's instructions.

C. The SAPL material shall be mixed in equipment approved by the SAPL Manufacturer following the Manufacturer's water/material ratio, mix time, temperature and other requirements. Appropriate documentation shall be kept in a Daily Application Log throughout the installation process. The mixing operations must be performed so that the minimum amount of dust is released into the surrounding environment.

D. The SAPL material may be spray applied and/or centrifugally spin-cast to the inside of an existing pipeline or structure. The necessary equipment and application methods to apply the liner materials shall be only as provided by the SAPL material Manufacturer. Material shall be mixed in accordance with Manufacturer's specifications to proper consistency, then the materials shall be pumped through a high-pressure material hose for delivery to the appropriate and / or selected application device.

E. In brick, block, rock, concrete and corrugated metal pipelines, tunnels and manholes with deteriorated surfaces, mortar material shall be applied to specified thickness,

but no less than one (1)-inch | 25mm. Application on all infrastructure shall occur only after preparing receiving surfaces.

F. The Manufacturer's recommended cure instructions (as applicable) must be strictly adhered to at all times.

3.3 FINISH

A. The installed SAPL shall be continuous over the entire length of a sewer line section (unless specified) and be free from visual defects such as foreign inclusions, infiltration (defined as PACP™ Gusher, Runner or Dripper), major surface profile deviation and delamination. The SAPL shall be impervious and free of any leakage through the SAPL wall.

B. Any defect which will or could affect the structural integrity or strength of the SAPL shall be repaired at the Contractor's expense in accordance with the procedures submitted under Section 1.7 SAPL Repair/Replacement.

C. Using the records from the pre-construction inspections, the Contractor shall insure that all laterals and other connecting pipes are properly reinstated and put back in service. Any excessive SAPL material at the connection shall be removed. The Contractor shall ensure that no infiltration is originating at the point of connection by sealing any leaks with appropriate product(s). The laterals and pipe connections shall then be completed by hand, applying the SAPL to the outer surface of the connection to the pipe and smoothly tapering it into the lateral or connecting pipe. No rough edges or abrupt transitions that could catch debris or hinder the flow shall remain.

D. Termination of the SAPL at the end of a pipe or manhole shall be completed by hand applying the SAPL to the outer surface of the pipe or into the interior of the manhole. Unless specifically directed otherwise in the project plans/specification, all starter/intermediate/terminal manholes/junctions/bends/other structures which are directly impacted by rehabilitation activities will also receive an application of the SAPL material. If no direction is provided, or should information conflict, these manholes are to be lined with a minimum thickness of 1-inch | 25.4mm. The junctions, bends, shafts, and other structures are to be lined with a minimum thickness of 1-inch | 25mm. Unless specifically directed otherwise in the project plans/specifications, all manholes which have been lined with SAPL material will receive an application of chimney treatment, refer to Paragraph 2.3/E for additional details.

E. Compensation shall be at the actual length of SAPL installed. The length shall be measured from center of manhole to center of manhole. The unit price per linear foot installed shall include all materials, labor, equipment and supplies necessary for the complete SAPL installation. Compensation for service connection sealing and pipe sealing at the manhole/wall interface shall be at the unit price bid in the Proposal.

## 3.4 FLOWABLE FILL OF VOID AREAS

A. Where required by the owner, the contractor shall backfill known voids that remain after installation of SAPL. The material shall be of the flowable fill type and shall be injected into the void while removing all trapped air from the void. The contractor shall submit the proposed method of placing the flowable fill, including pressures that will not collapse the SAPL and air release method to be employed, to the owner for review before any material is installed. The cost of this work shall be at the unit price bid for flowable fill and include all material, equipment, and labor to complete the filling of the soil void

## 3.5 TESTING OF INSTALLED SAPL

A. The physical properties of the installed SAPL shall be verified through field sampling and laboratory testing. All mixed materials for testing shall be furnished by the Contractor to the Lab technician for sample preparation at the job site, transport to the lab and testing. All sample preparation, transport and materials testing shall be performed at the Contractor's expense by an independent third-party laboratory selected by the Contractor as recommended by the SAPL manufacturer. All tests shall be in accordance with applicable ASTM test methods to confirm compliance with the requirements specified in these contract documents.

B. The Contractor shall provide mixed material samples for sample preparation to the Lab technician while onsite from the actual installed SAPL. Samples shall be provided from the first and last day of installation and every 42,000 lbs | 19,050 kg of material during application of SAPL or as required by the Owner. The sample shall be collected from the mixer/hopper or if appropriate, the end of the application hose. Mixing will be performed by Contractor, all other steps to include sample preparation, storage and transport of samples will be performed by the Lab Technician and may be witnessed by the Owner/Engineer. The lab technician shall return to the site to pick up and transport the samples to the testing laboratory no less than 24 hours and no more than 48 hours after initial production.

For ASTM C39 Compressive samples, it is recommended that nine (9) four (4) by eight (8) inch | 100 x 200 mm test cylinders be prepared following ASTM C 31. Alternatively, ASTM C109 Compressive samples in the form of two (2) by two (2) by two (2) | 50 x 50 x 50 mm test cubes can be prepared. It is recommended that three (3) samples be tested at 7 days, three (3) at 28 days and three (3) retained as directed by the Contractor.

The laboratory results shall identify the project, the test sample date, location as referenced to the nearest manhole and station, product batch and mix information. Final

payment for the project shall be withheld pending receipt and approval of the test results. If properties tested do not meet the minimum physical and thickness requirements, the SAPL shall be repaired or replaced by the Contractor unless the actual physical properties and the thickness of the sample tested meet the design requirements as required in the contract.

C. The installed SAPL thickness shall be confirmed during application through the visual observation and monitoring of the permanent depth gauges and use of a handheld depth gauge by the installer. Pre and Post installation video should show the presence of the depth gauge (pre) and coverage of the depth gauge indicated by it no longer being visible (post).

D. All costs to the Contractor associated with providing mixed SAPL material to an independent third-party testing laboratory for sample preparation, transport, curing and testing shall be included in the Lump Sum price bid for Mobilization.

3.6 FINAL ACCEPTANCE

A. A visual inspection should be made by the Inspector and Contractor periodically throughout the progression of construction, prior to the completion of a lining stage. Any deficiencies in the finished lining shall be marked and repaired by the Contractor according to the procedures set forth herein.

B. All SAPL sample testing and repairs to the installed SAPL, as applicable, shall be completed before final acceptance, meeting the requirements of these specifications and documented in written form.

C. The Contractor shall perform a detailed closed-circuit television inspection, in accordance with NASSCO PACP™ standards by trained and certified personnel, in the presence of the Owner after installation of the SAPL and reconnection of the side sewers. A radial view (pan and tilt) TV camera shall be used. The finished SAPL shall be continuous over the entire length of the installation and shall be free of significant visual defects, damage, holes, leaks and other defects that are not a reflection of the existing pipe condition. Unedited digital documentation of the inspection shall be provided to the Owner within ten (10) working days of the SAPL installation acceptance. The data shall note the inspection date, location of all reconnected side sewers, debris, as well as any defects in the SAPL. Immediately prior to conducting the closed-circuit television inspection, the Contractor shall thoroughly clean the newly installed SAPL removing all debris and build-up that may have accumulated at no additional cost to the Owner.

D. Bypass pumping or plugging from the upstream manhole shall be utilized to minimize sewage from entering the line during the inspection. In the case of bellies in the

line, the pipe shall be cleared of any standing water to provide continuous visibility during the inspection.

E. Where leakage is observed through the wall of the pipe, the contractor will repair any observed leaks.

## 3.7 PAYMENT

Payment for the work included in this section shall be in accordance with the prices set forth in the proposal for the quantity of work performed.

**END OF SECTION**

## SECTION 7 – EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

### I. EVALUATION

**Criteria:**

Proposals will be evaluated based on the most competitive offer. The County will consider the quality of products and services offered, price, responsiveness to the RFP requirements, and the Offeror's ability to understand and meet the needs of DuPage County. Proposals will be evaluated by an Evaluation Committee comprised of four (4) Department *and additional department(s) personnel* based on the evaluation criteria listed below (other than price), which constitutes a total of 60 points. The 40 points allocated to Pricing will be scored solely by Procurement. Evaluations/scoring will be completed upon the conclusion of any questions and/or clarification from the Offeror(s) if requested. The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal. In order to comprehensively evaluate the proposals received, the County, may seek additional information or clarification from one or more of the Offerors. Experiences with the County and entities that evaluation committee members represent may be taken into consideration when evaluation qualifications and experience. The County reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The County shall not reimburse the Offeror for the costs associated with the interview process.

| **Evaluation Criteria** | **Available Points** |
|---|---|
| Offeror Qualifications and Offering (Scored by Evaluation Committee)<br>• Provide a response to the national program:<br>  ○ Include a detailed response to, Attachment A, Exhibit A, OMNIA Partners Response to National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.<br>  ○ The successful Offeror will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.<br>  ○ Include and highlight Offeror's general qualifications including specific disciplines represented that are applicable to the proposed work, number of employees, office locations, and other factors.<br>• Provide a general description of the Offerors products and services being provided as part of the response.<br>• Provide any information regarding warranties for products and/or services.<br>• Provide Offeror's depth and breadth of ability to carry out the scope and the extent of the work required.<br>• Provide relevant prior experience providing similar products and services.<br>• Provide 3 customer references relating to the products and services within this RFP. Include entity name, contact name and title, current contact phone and email, city, state, years serviced, description of services, and annual volume<br>• Provide a list of states that the Offeror can provide products and services and | 30 |

| Evaluation Criteria | Available Points |
|---|---|
| include a copy of applicable state licenses.<br>• If Offeror requires additional agreements, provide a copy of the proposed agreement. | |
| Key Qualifications (Scored by Evaluation Committee)<br>• Provide a statement that portrays the Offeror's engagement team qualifications in relation to the Scope of Services.<br>• Provide background and credentials profile for the project team assigned to the DuPage County account, including name, position/title, location, years of industry experience, and years with the Offeror.<br>• Describe communications skills and interaction with staff and participants including protocol for resolving issues. | 15 |
| Project Understanding<br>• Describe Offeror's interest, understanding and approach to provide services for this engagement in relation to the Scope of Services, including a schedule to accomplish the project.<br>• Describe Offeror's ability to meet Technical Specifications.<br>• Describe Offeror's ability to meet Project Timeline.<br>• Provide Offeror's implementation plan shall include, but not limited to:<br>o General approach,<br>o Timeline & Implementation, and<br>o Additional and Value-Added Services.<br>• Provide available ordering methods – online ordering, order tracking, order history, etc.<br>o Indicate if payments are accepted via credit card. If so, may credit card payment(s) be made online and are there any Convenience Fees (as allowable per the Via Operating Regulations)? | 15 |
| Price (Scored by Procurement)<br><br><u>Federal Funding Pricing</u><br>Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contractor exceeds at its own risk will be needed as determined and set by the Participating Public Agency. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.<br><br><u>Not to Exceed Pricing</u><br>Pricing submitted is not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Offeror | 40 |

| Evaluation Criteria | Available Points |
|---|---|
| must allow for lower pricing to be available for similar product and service purchases.<br><br>• Where applicable, Offerors shall provide line-item fixed pricing, discount off, a combination with indefinite quantities, or other pricing as applicable to the products and services provided by Offeror. The discount proposed should remain the same for the first 12 months after the contract award.<br>  o Offerors shall indicate any mobilization or demobilization pricing as applicable which may vary depending on the location of the Participating Public Agency or the distance of Participating Public Agency from the Offeror or the County. For any mobilization or demobilization pricing, Offeror shall indicate the requirements for when/if mobilization or demobilization shall apply.<br>• Where and if applicable, Offerors shall provide pricing based on a discount from a price list or catalog (or major items of equipment purchased and installed by Offeror with a breakout of manufacturer's catalog price list along with discount off list price), or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included.<br>• Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following *(if applicable)*:<br>  o Manufacturer or Other Part #<br>  o Offeror's Part # (if different from manufacturer part #)<br>  o Description<br>  o Manufacturers or Other Suggested List Price and Net Price<br>  o Net Price to Region 4 ESC (including Freight)<br>• Describe any additional charges or fees.<br>• Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for volume, growth, annual spend, etc.<br>• Provide available payment terms.<br>• Complete the Bid Form Pricing documents included in this RFP. | |
| **Total** | **100** |

The selection of any Offeror shall be at the recommendation of the Evaluation Committee and the approval by the DuPage County Board. The County reserves the right to reject any or all proposals.

**Acceptance of Proposals:**

The Chief Procurement Officer reserves the right to reject any or all bids or any part thereof, to waive informalities, and to accept the Proposal deemed most favorable to The County.

**General**

The proposals should be separated into two parts marked "Technical Proposal" and "Price Proposal". Price Proposal should be in a sealed envelope and include Offeror's name on both the outside and inside of the proposal. Each section should

include the Offeror's name, address, telephone number, and the title and email address of the person authorized to represent the Offeror. Proposals delivered to the County should include one (1) compete paper copy and one (1) electronic copy on a flash drive. For proposals submitted via email, the Technical Proposal and Price Proposal sections should be sent as separate attachments.

## II. SUBMITTAL REQUIREMENTS

Qualified Offeror's interested in performing the work described in this RFP are asked to provide the following information presented in a clear, comprehensive, and concise manner, illustrating the firm's capabilities, experience and expertise:

1. **Cover Letter** – Provide an introductory letter, with content at discretion of submitter, that is signed by an authorized representative of the Offeror. This letter should be addressed to The County of DuPage. Please acknowledge receipt of all addendums in this letter.
2. **Offeror's Qualifications** – Provide a statement that portrays the Offeror's qualifications in relation to the Scope of Services. The response should include the following:
   a) A summary of the Offeror's general qualifications including specific disciplines represented that are applicable to the proposed work, number of employees, office locations, etc.
   b) An outline of the Offeror's depth and breadth to carry out the scope and the extent of the work required, especially that of the project lead.
   c) Main attributes that differentiate your Offeror's from other competitors.
   d) Relevant previous experience with public sector entities.
   e) Provide copy of Business License, Tax ID and any significant certification document supporting your Offeror's expertise.
   f) List of three (3) references, preferably from public sector entities, from contracts similar in size and scope to DuPage County including engagement profile, client name, contact name and title, email and telephone contact information.
3. **Key Qualifications** – Provide a statement that portrays the Offeror's engagement team qualifications in relation to the Scope of Services. The response should include the following:
   a) Background and credentials profile for the key team members and sub-consultants (if used) that would be assigned to the DuPage County account, including name, position/title, location, years of industry experience, years with Offeror's company and number of clients currently assigned.
   b) Areas of expertise of each key team member and sub-consultants.
   c) Communications skills – Interaction with staff and participants.
4. **Project Understanding** – Describe your Offeror's interest, understanding and approach to provide services for this engagement, including a schedule for accomplishing the project.
   a. Describe the ongoing management for your services.
   b. Provide a list of performance metric guarantees that you provide.
   c. Provide sample incident reports.
   d. Provide proposed procedures for internal problem escalation and their process for notifying the County in the event of a problem.
5. **Price** – In a separate sealed envelope or file, provide the following prices:
   a) Annual rates for goods as requested.
   b) a rate card for any additional work that is not considered part of the main engagement.

## SECTION 8 - REQUIRED FORMS TO BE SUBMITTED

All forms and documents listed below are required to be submitted for a contractor's response to be accepted.

- ❑ BID FORM PRICING
- ❑ BID FORM SIGNATURE PAGE
- ❑ MANDATORY FORM
- ❑ REFERENCES
- ❑ APPRENTICESHIP OR TRAINING PROGRAM CERTIFICATION
- ❑ VENDOR ETHICS FORM
- ❑ W9
- ❑ OMNIA PARTNERS ATTACHMENTS

## BID FORM PRICING

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| | **Section A - CIPP Mainline Rehabilitation Gravity Applications** | | | |
| 1 | 6" x 4.5mm | 1 | LF | $ |
| 2 | 8" x 6.0mm | 1 | LF | $ |
| 3 | 10" x 6.0mm | 1 | LF | $ |
| 4 | 12" x 6.0mm | 1 | LF | $ |
| 5 | 15" x 7.5mm | 1 | LF | $ |
| 6 | 18" x 9.0mm | 1 | LF | $ |
| 7 | 21" x 9.0mm | 1 | LF | $ |
| 8 | 24" x 10.5mm | 1 | LF | $ |
| 9 | 27" x 10.5mm | 1 | LF | $ |
| 10 | 30" x 12.0mm | 1 | LF | $ |
| 11 | 33" x 12.0mm | 1 | LF | $ |
| 12 | 36" x 12.0mm | 1 | LF | $ |
| 13 | 42" x 13.5mm | 1 | LF | $ |
| 14 | 48" x 15.0mm | 1 | LF | $ |
| 15 | 54" x 18.0mm | 1 | LF | $ |
| 16 | 6" & 8" Additional 1.5mm | 1 | LF | $ |
| 17 | 10" & 12" Additional 1.5mm | 1 | LF | $ |
| 18 | 15" & 18" Additional 1.5mm | 1 | LF | $ |
| 19 | 21" & 24" Additional 1.5mm | 1 | LF | $ |
| 20 | 27" Additional 1.5mm | 1 | LF | $ |
| 21 | 30" Additional 1.5mm | 1 | LF | $ |
| 22 | 33" Additional 1.5mm | 1 | LF | $ |
| 23 | 36" Additional 1.5mm | 1 | LF | $ |
| 24 | 42" Additional 1.5mm | 1 | LF | $ |
| 25 | 48" Additional 1.5mm | 1 | LF | $ |
| 26 | 54" Additional 1.5mm | 1 | LF | $ |
| 27 | 6" - 12" CIPP Setup Charge Per Install Length | 1 | LF | $ |
| 28 | 15" - 21" CIPP Setup Charge Per Install Length | 1 | LF | $ |
| 29 | 24" - 36" CIPP Setup Charge Per Install Length | 1 | LF | $ |
| 30 | 36" or Larger CIPP Setup Charge Per Install Length | 1 | LF | $ |
| 31 | 6" - 10" Backyard Easement Setup Per Install Length | 1 | LF | $ |
| 32 | 12" - 18" Backyard Easement Setup Per Install Length | 1 | LF | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| 33 | Timber/Matting/Rock/Access | 1 | SY | $ |
| 34 | CIPP Short Length Add-On (<300 LF) | 1 | IN/DIA/FT | $ |
| 35 | Non-Standard Resin System Add-On | 1 | IN/DIA/FT | $ |
| 36 | Scaffold setup Non-Standard | 1 | EA | $ |
| 37 | Steel plate (per plate) | 1 | Day | $ |
| **Note: Any CIPP over 54" will be on an individual quote basis.** | | | | |
| | | | **SECTION A TOTAL:** | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| **Section B - Pipebursting Rehabilitation** | | | | |
| 38 | Burst existing 6" or 8" to 8" IPS SDR 19 ( 0'- 8' deep) | 1 | LF | $ |
| 39 | Burst existing 6" or 8" to 8" IPS SDR 19 ( 8'- 12' deep) | 1 | LF | $ |
| 40 | Burst existing 8" or 10" to 10" IPS SDR 19 ( 0'- 8' deep) | 1 | LF | $ |
| 41 | Burst existing 8" or 10" to 10" IPS SDR 19 ( 8'- 12' deep) | 1 | LF | $ |
| 42 | Burst existing 10" or 12" to 12" IPS SDR 19 ( 0'- 8' deep ) | 1 | LF | $ |
| 43 | Burst existing 10" or 12" to 12" IPS SDR 19 ( 8'- 12' deep) | 1 | LF | $ |
| 44 | Burst existing 12" or 15" to 16" IPS SDR 19 ( 0'- 8' deep) | 1 | LF | $ |
| 45 | Burst existing 12" or 15" to 16" IPS SDR 19 ( 8'- 12' deep) | 1 | LF | $ |
| 46 | Burst existing 15" or 18" to 18" IPS SDR 19 ( 0'- 8' deep ) | 1 | LF | $ |
| 47 | Burst existing 15" or 18" to 18" IPS SDR 19 ( 8'- 12' deep) | 1 | LF | $ |
| 48 | Burst existing 18" or 21" to 22" IPS SDR 19 ( 0'- 8' deep) | 1 | LF | $ |
| 49 | Burst existing 18" or 21" to 22" IPS SDR 19 ( 8'- 12' deep) | 1 | LF | $ |
| 50 | 8" - 12" Pipeburst Setup Charge Per Install Length | 1 | LF | $ |
| 51 | 16" - 22" Pipeburst Setup Charge Per Install Length | 1 | LF | $ |
| 52 | Pipeburst Short Length Add-On (<300 LF) | 1 | IN/DIA/FT | $ |
| 53 | Change Pipeburst Pipe to Potable Water Grade or Non-Standard Pipe Type Add-On | 1 | IN/DIA/FT | $ |
| 54 | Pipeburst Lateral Setup Charge | 1 | EA | $ |
| 55 | Pipeburst Lateral | 1 | LF | $ |
| **Note: Any pipebursting over 22", greater than 1 standard size increase, or deeper than 12' will be on an individual quote basis.** | | | | |
| | | | **SECTION B TOTAL:** | |

| Section C / D - Clean/TV & Evaluation for Gravity Pipelines | | | | |
|---|---|---|---|---|
| **NO.** | **ITEM** | **UOM** | **QTY** | **PRICE** |
| 56 | 6" Clean and TV | 1 | LF | $ |
| 57 | 8" Clean and TV | 1 | LF | $ |
| 58 | 10" Clean and TV | 1 | LF | $ |
| 59 | 12" Clean and TV | 1 | LF | $ |
| 60 | 15" Clean and TV | 1 | LF | $ |
| 61 | 18" Clean and TV | 1 | LF | $ |
| 62 | 21" Clean and TV | 1 | LF | $ |
| 63 | 24" Clean and TV | 1 | LF | $ |
| 64 | 27" Clean and TV sanitary sewer | 1 | LF | $ |
| 65 | 30" Clean and TV sanitary sewer | 1 | LF | $ |
| 66 | 33" Clean and TV sanitary sewer | 1 | LF | $ |
| 67 | 36" Clean and TV sanitary sewer | 1 | LF | $ |
| 68 | 42" Clean and TV sanitary sewer | 1 | LF | $ |
| 69 | 48" Clean and TV sanitary sewer | 1 | LF | $ |
| 70 | 54" Clean and TV sanitary sewer | 1 | LF | $ |
| 71 | 6" - 18" Post TV Inspection After Rehabilitation | 1 | LF | $ |
| 72 | 21" - 36" Post TV Inspection After Rehabilitation | 1 | LF | $ |
| 73 | 42" or Larger Post TV Inspection After Rehabilitation | 1 | LF | $ |
| 74 | Re-setup for TV Due to Point Repairs | 1 | EA | $ |
| 75 | Root/Grease removal 6" - 12" | 1 | LF | $ |
| 76 | Root/Grease removal 13" - 18" | 1 | LF | $ |
| 77 | Root/Grease removal 18" - 24" | 1 | LF | $ |
| 78 | Other Remote Obstruction removal (max. 3 lf) | 1 | EA | $ |
| 79 | Above Ground Physical Inspection | 1 | LF | $ |
| 80 | Smoke Testing | 1 | LF | $ |
| 81 | Manhole/Cleanout & Sewer Line Visual Inspection | 1 | EA | $ |
| 82 | GPS Survey of Manholes & Cleanouts | 1 | EA | $ |
| 83 | Dyed Water Flooding/Leak Quantification & Evaluation | 1 | EA | $ |
| 84 | Investigative Float TV - All Sizes | 1 | LF | $ |
| 85 | Pre-Construction Video/Drone/Photos | 1 | LF | $ |
| 86 | Float TV | 1 | LF | $ |
| 87 | Flow Monitoring Meter - Installation | 1 | EA | $ |
| 88 | Flow Monitoring Meter - per meter | 1 | Day | $ |
| 89 | Rain Gauge - Installation | 1 | EA | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| 90 | Rain Gauge - per gauge | 1 | Day | $ |
| 91 | Flow Monitoring - Report | 1 | EA | $ |
| | | | **SECTION C / D TOTAL:** | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| | **Section E - Bypass for Gravity Pipelines and Associated Items** | | | |
| 92 | Bypass System Equip/pipe delivery, tear down, pick up 4" | 1 | EA | $ |
| 93 | Bypass System Equip/pipe delivery, tear down, pick up 6" | 1 | EA | $ |
| 94 | Bypass System Equip/pipe delivery, tear down, pick up 8" | 1 | EA | $ |
| 95 | Bypass System Equip/pipe delivery, tear down, pick up 12" | 1 | EA | $ |
| 96 | Set Up 4" Pump (Per Pump) | 1 | EA | $ |
| 97 | Set Up 6" Pump (Per Pump) | 1 | EA | $ |
| 98 | Set Up 8" Pump (Per Pump) | 1 | EA | $ |
| 99 | Set Up 12" Pump (Per Pump) | 1 | EA | $ |
| 100 | Set Up 4" Piping | 1 | LF | $ |
| 101 | Set Up 6" Piping | 1 | LF | $ |
| 102 | Set Up 8" Piping | 1 | LF | $ |
| 103 | Set Up 12" Piping | 1 | LF | $ |
| 104 | Set Up 18" Piping | 1 | LF | $ |
| 105 | Set Up >18" up to 30" Piping | 1 | LF | $ |
| 106 | Operate 4" pumping System (Fuel & Maint. Per pump) | 1 | DAY | $ |
| 107 | Operate 6" pumping System (Fuel & Maint. Per pump) | 1 | DAY | $ |
| 108 | Operate 8" pumping System (Fuel & Maint. Per pump) | 1 | DAY | $ |
| 109 | Operate 12" pumping System (Fuel & Maint. Per pump) | 1 | DAY | $ |
| 110 | Bypass Pump watch labor | 1 | DAY | $ |
| 111 | Bypass Line watch labor | 1 | DAY | $ |
| 112 | Plug rental 8" - 15" | 1 | DAY | $ |
| 113 | Plug rental 18" - 30" | 1 | DAY | $ |
| 114 | Plug rental >30" | 1 | DAY | $ |
| 115 | Bypass - Driveway Ramp (Setup, Operate, Maintain) | 1 | DAY | $ |
| 116 | Bypass - Street Ramp (Setup, Operate, Maintain) | 1 | DAY | $ |
| 117 | Bypass - Street Trenching for 8" Pipe (Setup, Operate, Maintain) | 1 | LF | $ |
| 118 | Bypass - Street Trenching for 12" Pipe (Setup, Operate, Maintain) | 1 | LF | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| 119 | Bypass - Street Trenching for 18" Pipe (Setup, Operate, Maintain) | 1 | LF | $ |
| 120 | Bypass Plan (3rd Party Certified) | 1 | EA | $ |
| | | | **SUM TOTAL SECTION E:** | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| | **Section F - Point Repair by Excavation** | | | |
| 121 | 8" - 12" Point repair ( 0'- 8' deep ) | 1 | EA | $ |
| 122 | 8" - 12" Point repair ( 8'- 12' deep) | 1 | EA | $ |
| 123 | 15" - 18" Point repair ( 0'-8' deep) | 1 | EA | $ |
| 124 | 15" - 18" Point repair ( 8'-12' deep) | 1 | EA | $ |
| 125 | 21" - 24" Point repair ( 0'-8' deep) | 1 | EA | $ |
| 126 | 21" - 24" Point repair ( 8'-12' deep) | 1 | EA | $ |
| 127 | 8" - 12" Point repair extra length | 1 | LF | $ |
| 128 | 15" - 18" Point repair extra length | 1 | LF | $ |
| 129 | 21" - 24" Point repair extra length | 1 | LF | $ |
| 130 | External reconnect ( 0'- 8' deep) | 1 | EA | $ |
| 131 | External reconnect ( 8'- 12' deep) | 1 | EA | $ |
| 132 | Extra length service over 5' long | 1 | LF | $ |
| 133 | Access Pit (0'-8' deep) | 1 | EA | $ |
| 134 | Access Pit (8'-12' deep) | 1 | EA | $ |
| 135 | Access Pit (>12'-15' deep) | 1 | EA | $ |
| 136 | Access Pit (>15'-20' deep) | 1 | EA | $ |
| 137 | Extra Depth Access Pit (>20VF) | 1 | VF | $ |
| 138 | Potholing for Nearby Utility Location (0'-8' deep up to 4Hr duration) | 1 | EA | $ |
| 139 | Potholing for Nearby Utility Location (8'-12' deep up to 4Hr duration) | 1 | EA | $ |
| 140 | Potholing for Nearby Utility Location (>12' deep up to 4Hr duration) | 1 | EA | $ |
| 141 | Trench safety | 1 | LF | $ |
| 142 | Modified Trench safety (other than conventional shore boxes) | 1 | VF | $ |
| 143 | Special shoring - Coffer dam | 1 | EA | $ |
| 144 | Install New 4' DIA manhole 0' - 6' deep | 1 | EA | $ |
| 145 | Extra depth 4' DIA manhole over 6' deep | 1 | VF | $ |
| 146 | Install New 5' DIA manhole 0' - 6' deep | 1 | EA | $ |
| 147 | Extra depth 5' DIA manhole over 6' deep | 1 | VF | $ |
| 148 | Install New 6' DIA manhole 0' - 6' deep | 1 | EA | $ |
| 149 | Extra depth 6' DIA manhole over 6' deep | 1 | VF | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| 150 | R/R MH cone | 1 | EA | $ |
| 151 | Install WW Access Chamber | 1 | EA | $ |
| 152 | Remove existing MH 0'-6' deep | 1 | EA | $ |
| 153 | Extra depth Remove existing MH >6' deep | 1 | VF | $ |
| 154 | Reconstruct external MH drop | 1 | EA | $ |
| 155 | Cement stabilized sand | 1 | Ton | $ |
| 156 | Granular backfill | 1 | Ton | $ |
| 157 | Flowable Fill | 1 | CY | $ |
| 158 | Select backfill as designated by Owner | 1 | Ton | $ |
| 159 | Dewatering setup (well pointing) | 1 | EA | $ |
| 160 | Well point | 1 | LF | $ |
| 161 | Construction entrance | 1 | EA | $ |
| 162 | Install/Remove crushed rock road w/ filter fabric 15' wide | 1 | LF | $ |
| 163 | Extra hand excavation | 1 | CY | $ |
| 164 | 4" to 8" Open Cut Replacement (0'-6' deep) | 1 | LF | $ |
| 165 | 10" to 12" Open Cut Replacement (0'-6' deep) | 1 | LF | $ |
| 166 | 15" to 18" Open Cut Replacement (0'-6' deep) | 1 | LF | $ |
| 167 | 21" to 24" Open Cut Replacement (0'-6' deep) | 1 | LF | $ |
| 168 | Open Cut Extra Depth Add-On | 1 | LF | $ |
| **Note: Any pipe excavation above 24" or digging item deeper than 12' is on an individual quote basis.** | | | | |
| | | | **SUM TOTAL SECTION F:** | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| **Section G - Sanitary Manhole Replacement** | | | | |
| 169 | Internal reconnects | 1 | EA | $ |
| 170 | Man Entry Internal reconnects | 1 | EA | $ |
| 171 | Remove and replace cleanout | 1 | EA | $ |
| 172 | Repair/Rehab 2" Asphalt pavement | 1 | SY | $ |
| 173 | Repair/Rehab 8" Flex base | 1 | SY | $ |
| 174 | Repair/Rehab 8" Concrete pavement | 1 | SY | $ |
| 175 | Repair/Rehab 6" Concrete driveway | 1 | SF | $ |
| 176 | Repair/Rehab 4" Concrete sidewalk | 1 | SF | $ |
| 177 | Repair/Rehab Concrete curb and gutter | 1 | LF | $ |
| 178 | Sod | 1 | SY | $ |
| 179 | Hydromulch | 1 | SY | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| 180 | Top soil | 1 | CY | $ |
| 181 | Grading | 1 | SY | $ |
| 182 | Repair/Rehab chain link fence with new | 1 | LF | $ |
| 183 | Repair/Rehab wooden fence with new | 1 | LF | $ |
| 184 | Traffic control | 1 | Day | $ |
| 185 | Traffic control - TXDOT or other State governed agency | 1 | Day | $ |
| 186 | Flagmen | 1 | HR | $ |
| 187 | Traffic Guard - Shadow Vehicle | 1 | Day | $ |
| 188 | Lighted Arrow Board (Per Arrow Board) | 1 | Day | $ |
| 189 | Traffic Control Plan (3rd Party Certified) | 1 | EA | $ |
| 190 | Crane w/ Operator | 1 | Day | $ |
| | | | **SUM TOTAL SECTION G:** | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| | **Section H - HDPE Tight Fitting Liner (IPS diameters)** | | | |
| 191 | 2" x DR 32.5 Installation of pipe | 1 | LF | $ |
| 192 | 4" x DR 32.5 Installation of pipe | 1 | LF | $ |
| 193 | 6" x DR 32.5 Installation of pipe | 1 | LF | $ |
| 194 | 8" x DR 32.5 Installation of pipe | 1 | LF | $ |
| 195 | 10" x DR 32.5 Installation of pipe | 1 | LF | $ |
| 196 | 12" x DR 32.5 Installation of pipe | 1 | LF | $ |
| 197 | 15" x DR 32.5 Installation of pipe | 1 | LF | $ |
| 198 | 18" x DR 32.5 Installation of pipe | 1 | LF | $ |
| 199 | 21" x DR 32.5 Installation of pipe | 1 | LF | $ |
| 200 | 24" x DR 32.5 Installation of pipe | 1 | LF | $ |
| 201 | 27" x DR 32.5 Installation of pipe | 1 | LF | $ |
| 202 | 30" x DR 32.5 Installation of pipe | 1 | LF | $ |
| 203 | 33" x DR 32.5 Installation of pipe | 1 | LF | $ |
| 204 | 36" x DR 32.5 Installation of pipe | 1 | LF | $ |
| 205 | 42" x DR 32.5 Installation of pipe | 1 | LF | $ |
| 206 | 48" x DR 32.5 Installation of pipe | 1 | LF | $ |
| 207 | 2" to 4" DR standard drop increment (wall increase) PE80 grade | 1 | LF | $ |
| 208 | 2" to 4" DR standard drop increment (wall increase) PE100 grade | 1 | LF | $ |
| 209 | 5" to 8" DR standard drop increment (wall increase) PE80 grade | 1 | LF | $ |
| 210 | 5" to 8" DR standard drop increment (wall increase) PE100 grade | 1 | LF | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| 211 | 10" & 12" DR standard drop increment (wall increase) PE80 grade | 1 | LF | $ |
| 212 | 10" & 12" DR standard drop increment (wall increase) PE100 grade | 1 | LF | $ |
| 213 | 13" to 16" DR standard drop increment (wall increase) PE80 grade | 1 | LF | $ |
| 214 | 13" to 16" DR standard drop increment (wall increase) PE100 grade | 1 | LF | $ |
| 215 | 18" to 20" DR standard drop increment (wall increase) PE80 grade | 1 | LF | $ |
| 216 | 18" to 20" DR standard drop increment (wall increase) PE100 grade | 1 | LF | $ |
| 217 | 21" to 24" DR standard drop increment (wall increase) PE80 grade | 1 | LF | $ |
| 218 | 21" to 24" DR standard drop increment (wall increase) PE100 grade | 1 | LF | $ |
| 219 | 26" to 30" DR standard drop increment (wall increase) PE80 grade | 1 | LF | $ |
| 220 | 26" to 30" DR standard drop increment (wall increase) PE100 grade | 1 | LF | $ |
| 221 | 32" to 36" DR standard drop increment (wall increase) PE80 grade | 1 | LF | $ |
| 222 | 32" to 36" DR standard drop increment (wall increase) PE100 grade | 1 | LF | $ |
| 223 | 42" to 48" DR standard drop increment (wall increase) PE80 grade | 1 | LF | $ |
| 224 | 42" to 48" DR standard drop increment (wall increase) PE100 grade | 1 | LF | $ |
| 225 | 2" to 4" Polyethylene flange | 1 | EA | $ |
| 226 | 5" to 8" Polyethylene flange | 1 | EA | $ |
| 227 | 10" & 12" Polyethylene flange | 1 | EA | $ |
| 228 | 13" to 16" Polyethylene flange | 1 | EA | $ |
| 229 | 18" to 20" Polyethylene flange | 1 | EA | $ |
| 230 | 21" to 24" Polyethylene flange | 1 | EA | $ |
| 231 | 26" to 30" Polyethylene flange | 1 | EA | $ |
| 232 | 32" to 36" Polyethylene flange | 1 | EA | $ |
| 233 | 42" to 48" Polyethylene flange | 1 | EA | $ |
| 234 | 2" to12" Tite Liner set-up charge Per Install Length | 1 | LF | $ |
| 235 | 13" to 24" Tite Liner set-up charge Per Install Length | 1 | LF | $ |
| 236 | 26" to 48" Tite Liner set-up charge Per Install Length | 1 | LF | $ |
| | | | **SUM TOTAL SECTION H:** | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| | **Section I - Pipe Rehab by Carbon/Glass Fiber Reinforced Polymers** | | | |
| 237 | 30" Basic Repair | 1 | LF | $ |
| 238 | 30" Additional GFRP Layer | 1 | LF | $ |
| 239 | 30" Additional CFRP Layer | 1 | LF | $ |
| 240 | 36" Basic Repair | 1 | LF | $ |
| 241 | 36" Additional GFRP Layer | 1 | LF | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| 242 | 36" Additional CFRP Layer | 1 | LF | $ |
| 243 | 42" Basic Repair | 1 | LF | $ |
| 244 | 42" Additional GFRP Layer | 1 | LF | $ |
| 245 | 42" Additional CFRP Layer | 1 | LF | $ |
| 246 | 48" Basic Repair | 1 | LF | $ |
| 247 | 48" Additional GFRP Layer | 1 | LF | $ |
| 248 | 48" Additional CFRP Layer | 1 | LF | $ |
| 249 | 54" Basic Repair | 1 | LF | $ |
| 250 | 54" Additional GFRP Layer | 1 | LF | $ |
| 251 | 54" Additional CFRP Layer | 1 | LF | $ |
| 252 | 60" Basic Repair | 1 | LF | $ |
| 253 | 60" Additional GFRP Layer | 1 | LF | $ |
| 254 | 60" Additional CFRP Layer | 1 | LF | $ |
| 255 | 66" Basic Repair | 1 | LF | $ |
| 256 | 66" Additional GFRP Layer | 1 | LF | $ |
| 257 | 66" Additional CFRP Layer | 1 | LF | $ |
| 258 | 72" Basic Repair | 1 | LF | $ |
| 259 | 72" Additional GFRP Layer | 1 | LF | $ |
| 260 | 72" Additional CFRP Layer | 1 | LF | $ |
| 261 | 84" Basic Repair | 1 | LF | $ |
| 262 | 84" Additional GFRP Layer | 1 | LF | $ |
| 263 | 84" Additional CFRP Layer | 1 | LF | $ |
| 264 | 96" Basic Repair | 1 | LF | $ |
| 265 | 96" Additional GFRP Layer | 1 | LF | $ |
| 266 | 96" Additional CFRP Layer | 1 | LF | $ |
| **Note: Any FRP pipe repair above 96" is on an individual quote basis** | | | | |
| | | | **SUM TOTAL SECTION I:** | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| **Section J - CIPP Pressure Pipe Lining For Potable and Non-Potable Pressure Pipe** | | | | |
| **Potable Pressure Pipelines** | | | | |
| 267 | 6" Installation of Pressure Pipe Lining | 1 | LF | $ |
| 268 | 8" Installation of Pressure Pipe Lining | 1 | LF | $ |
| 269 | 10" Installation of Pressure Pipe Lining | 1 | LF | $ |
| 270 | 12" Installation of Pressure Pipe Lining | 1 | LF | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| 271 | 15" Installation of Pressure Pipe Lining | 1 | LF | $ |
| 272 | 18" Installation of Pressure Pipe Lining | 1 | LF | $ |
| 273 | 21" Installation of Pressure Pipe Lining | 1 | LF | $ |
| 274 | 24" Installation of Pressure Pipe Lining | 1 | LF | $ |
| 275 | 27" Installation of Pressure Pipe Lining | 1 | LF | $ |
| 276 | 30" Installation of Pressure Pipe Lining | 1 | LF | $ |
| 277 | 36" Installation of Pressure Pipe Lining | 1 | LF | $ |
| | **Non-Potable Pressure Pipelines** | | | |
| 278 | 6" Reinforced Pressure Pipe Lining | 1 | LF | $ |
| 279 | 8" Reinforced Pressure Pipe Lining | 1 | LF | $ |
| 280 | 10" Reinforced Pressure Pipe Lining | 1 | LF | $ |
| 281 | 12" Reinforced Pressure Pipe Lining | 1 | LF | $ |
| 282 | 15" Reinforced Pressure Pipe Lining | 1 | LF | $ |
| 283 | 18" Reinforced Pressure Pipe Lining | 1 | LF | $ |
| 284 | 21" Reinforced Pressure Pipe Lining | 1 | LF | $ |
| 285 | 24" Reinforced Pressure Pipe Lining | 1 | LF | $ |
| 286 | 27" Reinforced Pressure Pipe Lining | 1 | LF | $ |
| 287 | 30" Reinforced Pressure Pipe Lining | 1 | LF | $ |
| 288 | 36" Reinforced Pressure Pipe Lining | 1 | LF | $ |
| 289 | 6" Installation of End Seal | 1 | EA | $ |
| 290 | 8" Installation of End Seal | 1 | EA | $ |
| 291 | 10" Installation of End Seal | 1 | EA | $ |
| 292 | 12" Installation of End Seal | 1 | EA | $ |
| 293 | 15" Installation of End Seal | 1 | EA | $ |
| 294 | 18" Installation of End Seal | 1 | EA | $ |
| 295 | 21" Installation of End Seal | 1 | EA | $ |
| 296 | 24" Installation of End Seal | 1 | EA | $ |
| 297 | 27" Installation of End Seal | 1 | EA | $ |
| 298 | 30" Installation of End Seal | 1 | EA | $ |
| 299 | 36" Installation of End Seal | 1 | EA | $ |
| 300 | 6" to 12" System set-up charge Per Install Length | 1 | LF | $ |
| 301 | 15" to 24" System set-up charge Per Install Length | 1 | LF | $ |
| 302 | 24" to 30" System set-up charge Per Install Length | 1 | LF | $ |
| 303 | Internal Reconnect for CIPP Pressure Pipe | 1 | EA | $ |
| 304 | 6" to 12" Install Spool Piece for Pressure Pipe | 1 | EA | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| 305 | 15" to 21" Install Spool Piece for Pressure Pipe | 1 | EA | $ |
| 306 | 24" to 30" Install Spool Piece for Pressure Pipe | 1 | EA | $ |
| 307 | 36" Install Spool Piece for Pressure Pipe (up to 20LF) | 1 | EA | $ |
| **Note: Any pressure pipe lining above 36" is on an individual quote basis.** | | | | |
| | | | **SUM TOTAL SECTION J:** | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| **Section K - Pressure Pipeline Bypass** | | | | |
| 308 | Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass | 1 | LF | $ |
| 309 | Connection of each service from 2"- 4" AWWA approved bypass | 1 | EA | $ |
| 310 | Operation of 2"- 4" AWWA approved bypass | 1 | Day | $ |
| 311 | Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass | 1 | LF | $ |
| 312 | Connection of each service from 6"- 8" AWWA approved bypass | 1 | EA | $ |
| 313 | Operation of 6"- 8" AWWA approved bypass | 1 | Day | $ |
| 314 | Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass | 1 | LF | $ |
| 315 | Connection of each service from 10"- 12" AWWA approved bypass | 1 | EA | $ |
| 316 | Operation of 10"- 12" AWWA approved bypass | 1 | Day | $ |
| 317 | Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass | 1 | LF | $ |
| 318 | Connection of each service from 13"- 19" AWWA approved bypass | 1 | EA | $ |
| 319 | Operation of 13"- 19" AWWA approved bypass | 1 | Day | $ |
| 320 | Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass | 1 | EA | $ |
| 321 | Connection of each service from 20"- 24" AWWA approved bypass | 1 | EA | $ |
| 322 | Operation of 20"- 24" AWWA approved bypass | 1 | Day | $ |
| | | | **SUM TOTAL SECTION K:** | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| **Section L - Line Cleaning and Inspection for Pressure Pipelines & Mechanical Cleaning** | | | | |
| 323 | 6" Cleaning with pressure propelled pigs | 1 | LF | $ |
| 324 | 8" Cleaning with pressure propelled pigs | 1 | LF | $ |
| 325 | 10" Cleaning with pressure propelled pigs | 1 | LF | $ |
| 326 | 12" Cleaning with pressure propelled pigs | 1 | LF | $ |
| 327 | 15" Cleaning with pressure propelled pigs | 1 | LF | $ |
| 328 | 18" Cleaning with pressure propelled pigs | 1 | LF | $ |
| 329 | 21" Cleaning with pressure propelled pigs | 1 | LF | $ |
| 330 | 24" Cleaning with pressure propelled pigs | 1 | LF | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| 331 | 30" Cleaning with pressure propelled pigs | 1 | LF | $ |
| 332 | 36" Cleaning with pressure propelled pigs | 1 | LF | $ |
| 333 | 6" Set up, Install and Remove Pig Launcher | 1 | EA | $ |
| 334 | 8" Set up, Install and Remove Pig Launcher | 1 | EA | $ |
| 335 | 10" Set up, Install and Remove Pig Launcher | 1 | EA | $ |
| 336 | 12" Set up, Install and Remove Pig Launcher | 1 | EA | $ |
| 337 | 15" Set up, Install and Remove Pig Launcher | 1 | EA | $ |
| 338 | 18" Set up, Install and Remove Pig Launcher | 1 | EA | $ |
| 339 | 21" Set up, Install and Remove Pig Launcher | 1 | EA | $ |
| 340 | 24" Set up, Install and Remove Pig Launcher | 1 | EA | $ |
| 341 | 30" Set up, Install and Remove Pig Launcher | 1 | EA | $ |
| 342 | 36" Set up, Install and Remove Pig Launcher | 1 | EA | $ |
| 343 | 6" Cleaning with scrapers or other attached tools | 1 | LF | $ |
| 344 | 8" Cleaning with scrapers or other attached tools | 1 | LF | $ |
| 345 | 10" Cleaning with scrapers or other attached tools | 1 | LF | $ |
| 346 | 12" Cleaning with scrapers or other attached tools | 1 | LF | $ |
| 347 | 15" Cleaning with scrapers or other attached tools | 1 | LF | $ |
| 348 | 18" Cleaning with scrapers or other attached tools | 1 | LF | $ |
| 349 | 21" Cleaning with scrapers or other attached tools | 1 | LF | $ |
| 350 | 24" Cleaning with scrapers or other attached tools | 1 | LF | $ |
| 351 | 30" Cleaning with scrapers or other attached tools | 1 | LF | $ |
| 352 | 36" Cleaning with scrapers or other attached tools | 1 | LF | $ |
| 353 | 6" Pressure pipe inspection | 1 | LF | $ |
| 354 | 8" Pressure pipe inspection | 1 | LF | $ |
| 355 | 10" Pressure pipe inspection | 1 | LF | $ |
| 356 | 12" Pressure pipe inspection | 1 | LF | $ |
| 357 | 15" Pressure pipe inspection | 1 | LF | $ |
| 358 | 18" Pressure pipe inspection | 1 | LF | $ |
| 359 | 21" Pressure pipe inspection | 1 | LF | $ |
| 360 | 24" Pressure pipe inspection | 1 | LF | $ |
| 361 | 30" Pressure pipe inspection | 1 | LF | $ |
| 362 | 36" Pressure pipe inspection | 1 | LF | $ |
| 363 | Tuberculation Removal (Pressure & Gravity Pipelines) | 1 | IN/DIA/LF | $ |
| **Note: Any line cleaning and inspection of pressure pipe over 36" is on an individual quote basis.** | | | | |
| | | | **SUM TOTAL SECTION L:** | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| | **Section M - Gravity Sewer Lateral Renewal Systems** | | | |
| 364 | 4"-6" Internal installation and cure of "T" shaped structure (from main <12"dia) | 1 | EA | $ |
| 365 | 4"-6" Internal installation and cure of top hat shaped structure (from main <12"dia) | 1 | EA | $ |
| 366 | 4"-6" Installation and cure of structural lateral liner from main <12" dia. | 1 | LF | $ |
| 367 | 4"-6" Installation and cure of structural lateral liner from surface clean out to main | 1 | LF | $ |
| 368 | 4"-6" Set-up for installations of <20 each total | 1 | EA | $ |
| 369 | 4"-6" Set-up for installations of 20-50 each total | 1 | EA | $ |
| 370 | 4"-6" Set-up for installations of 50-100 each total | 1 | EA | $ |
| 371 | 4"-6" Set-up for installations of 100-150 each total (>150 no set-up will apply) | 1 | EA | $ |
| | | | **SUM TOTAL SECTION M:** | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| | **Section N - Manhole, Access Portals and Wet Well Renewal Systems** | | | |
| 372 | All Sizes Installation and cure of manhole lining structure depth <10 vf | 1 | SQFT | $ |
| 373 | All Sizes Installation and cure of manhole lining structure depth +10 vf <20 vf | 1 | SQFT | $ |
| 374 | All Sizes Installation and cure of manhole lining structure depth +20 vf <40 vf | 1 | SQFT | $ |
| 375 | All Sizes Set-up for install and cure of manhole lining structure <1000 sq ft | 1 | SQFT | $ |
| 376 | All Sizes Installation of Manhole Chimney Seal | 1 | EA | $ |
| 377 | New manhole frame and cover | 1 | EA | $ |
| 378 | Premium manhole frame and cover ( i.e. CertainTeed PAM locking units etc.) | 1 | EA | $ |
| 379 | Adjust manhole frame and cover | 1 | EA | $ |
| 380 | Manhole Rehabilitation - cementitious | 1 | SQFT | $ |
| 381 | Manhole Rehabilitation - epoxy | 1 | SQFT | $ |
| 382 | Manhole, Pipe or Other Structures - Spray Rehabilitation | 1 | SQFT | $ |
| 383 | Manhole Rehabilitation - modified polymer | 1 | SQFT | $ |
| 384 | Manhole Bench Rehabilitation - cementitious | 1 | SQFT | $ |
| 385 | Manhole Bench Rehabilitation - epoxy/modified polymer | 1 | SQFT | $ |
| 386 | Manhole Bench Rebuild | 1 | EA | $ |
| 387 | Mechanical Repairs (per person) | 1 | HR | $ |
| 388 | Injection grouting in MH | 1 | Gal | $ |
| 389 | Void filling with cementitious material | 1 | CF | $ |
| 390 | Setup for void filling | 1 | EA | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| 391 | Access beyond 100' from road | 1 | EA | $ |
| 392 | Vacuum test MH | 1 | EA | $ |
| | | | **SUM TOTAL SECTION N:** | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| | **Section O - All Other Underground Construction Items and Supplemental Items for This Contract** | | | |
| 395 | Internal Point Repair CIPP 6"-8" (Up to 8 LF) | 1 | EA | $ |
| 396 | Internal Point Repair CIPP 10"-12" (Up to 8 LF) | 1 | EA | $ |
| 397 | Internal Point Repair CIPP 15"-18" (Up to 8 LF) | 1 | EA | $ |
| 398 | Internal Point Repair CIPP 21"-24" (Up to 8 LF) | 1 | EA | $ |
| 399 | Internal Point Repair CIPP 27"-33" (Up to 8 LF) | 1 | EA | $ |
| 400 | Internal Point Repair CIPP 36"- 42" (Up to 8 LF) | 1 | EA | $ |
| 401 | Internal Point Repair Mechanical 6"-8" (Up to 6 LF) | 1 | EA | $ |
| 402 | Internal Point Repair Mechanical 10"-12" (Up to 6 LF) | 1 | EA | $ |
| 403 | Internal Point Repair Mechanical 15"-18" (Up to 6 LF) | 1 | EA | $ |
| 404 | Internal Point Repair Mechanical 21"-24" (Up to 6 LF) | 1 | EA | $ |
| 405 | Internal Point Repair Mechanical 27"-33" (Up to 6 LF) | 1 | EA | $ |
| 406 | Internal Point Repair Mechanical 36"- 42" (Up to 6 LF) | 1 | EA | $ |
| 407 | Internal Point Repair Mechanical or Other Method up to 108" Nominal Diameter (Up to 6 LF) | 1 | EA | $ |
| 408 | Large Diameter Invert Repair Interior (Flow Fill or Other Material) | 1 | CF | $ |
| 409 | Void Filling Exterior of Pipe or Structure (Flow Fill or Other Material) | 1 | CF | $ |
| 410 | Pipe or Other Confined Space Man Entry Safety System | 1 | DAY | $ |
| 411 | Confined Space Man Entry Safety Plan (3rd Party Certified) | 1 | EA | $ |
| | | | **SUM TOTAL SECTION O:** | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| | **Section P - Fusible PVC Installation by HDD or Other Means** | | | |
| 412 | 2"-4" Installation of pipe clay ground conditions (pipe cost excluded) | 1 | IN/DIA/LF | $ |
| 413 | 2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded) | 1 | IN/DIA/LF | $ |
| 414 | 2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded) | 1 | IN/DIA/LF | $ |
| 415 | 2"-4" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded) | 1 | IN/DIA/LF | $ |
| 416 | 2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi | 1 | IN/DIA/LF | $ |
| 417 | 6"-8" Installation of pipe clay ground conditions (pipe cost excluded) | 1 | IN/DIA/LF | $ |
| 418 | 6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded) | 1 | IN/DIA/LF | $ |
| 419 | 6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded) | 1 | IN/DIA/LF | $ |
| 420 | 6"-8" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded) | 1 | IN/DIA/LF | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| 421 | 6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi | 1 | IN/DIA/LF | $ |
| 422 | 10"-12" Installation of pipe clay ground conditions (pipe cost excluded) | 1 | IN/DIA/LF | $ |
| 423 | 10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded) | 1 | IN/DIA/LF | $ |
| 424 | 10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded) | 1 | IN/DIA/LF | $ |
| 425 | 10"-12" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded) | 1 | IN/DIA/LF | $ |
| 426 | 10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi | 1 | IN/DIA/LF | $ |
| 427 | 14"-18" Installation of pipe clay ground conditions (pipe cost excluded) | 1 | IN/DIA/LF | $ |
| 428 | 14"-18" Installation of pipe loose sand ground conditions (pipe cost excluded) | 1 | IN/DIA/LF | $ |
| 429 | 14"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded) | 1 | IN/DIA/LF | $ |
| 430 | 14"-18" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded) | 1 | IN/DIA/LF | $ |
| 431 | 14"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi | 1 | IN/DIA/LF | $ |
| 432 | 20"- 24" Installation of pipe clay ground conditions (pipe cost excluded) | 1 | IN/DIA/LF | $ |
| 433 | 20"- 24" Installation of pipe loose sand ground conditions (pipe cost excluded) | 1 | IN/DIA/LF | $ |
| 434 | 20"- 24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded) | 1 | IN/DIA/LF | $ |
| 435 | 20"- 24" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded) | 1 | IN/DIA/LF | $ |
| 436 | 20"- 24" Installation of pipe ground conditions per 1000 psi increase over 8000 psi | 1 | IN/DIA/LF | $ |
| 437 | 27"- 36" Installation of pipe clay ground conditions (pipe cost excluded) | 1 | IN/DIA/LF | $ |
| 438 | 27"- 36" Installation of pipe loose sand ground conditions (pipe cost excluded) | 1 | IN/DIA/LF | $ |
| 439 | 27"- 36" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded) | 1 | IN/DIA/LF | $ |
| 440 | 27"- 36" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded) | 1 | IN/DIA/LF | $ |
| 441 | 27"- 36" Installation of pipe ground conditions per 1000 psi increase over 8000 psi | 1 | IN/DIA/LF | $ |
| 442 | Short Length Setup < 100 LF | 1 | IN/DIA/LF | $ |
| 443 | All Sizes Increase for extraordinary drilling conditions (may be applied to each dia.) | 1 | IN/DIA/LF | $ |
| 444 | 4" DR 14 DIPS Fusible PVC® | 1 | LF | $ |
| 445 | 4" DR 18 DIPS Fusible PVC® | 1 | LF | $ |
| 446 | 6" DR 14 DIPS Fusible PVC® | 1 | LF | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| 447 | 6" DR 18 DIPS Fusible PVC® | 1 | LF | $ |
| 448 | 6" DR 25 DIPS Fusible PVC® | 1 | LF | $ |
| 449 | 8" DR 14 DIPS Fusible PVC® | 1 | LF | $ |
| 450 | 8" DR 18 DIPS Fusible PVC® | 1 | LF | $ |
| 451 | 8" DR 25 DIPS Fusible PVC® | 1 | LF | $ |
| 452 | 10" DR 14 DIPS Fusible PVC® | 1 | LF | $ |
| 453 | 10" DR 18 DIPS Fusible PVC® | 1 | LF | $ |
| 454 | 10" DR 25 DIPS Fusible PVC® | 1 | LF | $ |
| 455 | 12" DR 14 DIPS Fusible PVC® | 1 | LF | $ |
| 456 | 12" DR 18 DIPS Fusible PVC® | 1 | LF | $ |
| 457 | 12" DR 25 DIPS Fusible PVC® | 1 | LF | $ |
| 458 | 14" DR 14 DIPS Fusible PVC® | 1 | LF | $ |
| 459 | 14" DR 18 DIPS Fusible PVC® | 1 | LF | $ |
| 460 | 14" DR 21 DIPS Fusible PVC® | 1 | LF | $ |
| 461 | 14" DR 25 DIPS Fusible PVC® | 1 | LF | $ |
| 462 | 16" DR 14 DIPS Fusible PVC® | 1 | LF | $ |
| 463 | 16" DR 18 DIPS Fusible PVC® | 1 | LF | $ |
| 464 | 16" DR 21 DIPS Fusible PVC® | 1 | LF | $ |
| 465 | 16" DR 25 DIPS Fusible PVC® | 1 | LF | $ |
| 466 | 18" DR 18 DIPS Fusible PVC® | 1 | LF | $ |
| 467 | 18" DR 21 DIPS Fusible PVC® | 1 | LF | $ |
| 468 | 18" DR 25 DIPS Fusible PVC® | 1 | LF | $ |
| 469 | 20" DR 14 DIPS Fusible PVC® | 1 | LF | $ |
| 470 | 20" DR 18 DIPS Fusible PVC® | 1 | LF | $ |
| 471 | 20" DR 21 DIPS Fusible PVC® | 1 | LF | $ |
| 472 | 20" DR 25 DIPS Fusible PVC® | 1 | LF | $ |
| 473 | 24" DR 18 DIPS Fusible PVC® | 1 | LF | $ |
| 474 | 24" DR 21 DIPS Fusible PVC® | 1 | LF | $ |
| 475 | 24" DR 25 DIPS Fusible PVC® | 1 | LF | $ |
| 476 | 24" DR 32.5 DIPS Fusible PVC® | 1 | LF | $ |
| 477 | 30" DR 21 DIPS Fusible PVC® | 1 | LF | $ |
| 478 | 30" DR 25 DIPS Fusible PVC® | 1 | LF | $ |
| 479 | 30" DR 32.5 DIPS Fusible PVC® | 1 | LF | $ |
| 480 | 36" DR 21 DIPS Fusible PVC® | 1 | LF | $ |
| 481 | 36" DR 25 DIPS Fusible PVC® | 1 | LF | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| 482 | 36" DR 32.5 DIPS Fusible PVC® | 1 | LF | $ |
| 483 | Freight for Fusible PVC® | 1 | Per Truck | $ |
| 484 | Mobilization/Demobilization for Fusible PVC® | 1 | Per Event | $ |
| 485 | Fusion Services for 4"-12" Fusible PVC® | 1 | Day | $ |
| 486 | Fusion Services for 14"-16" Fusible PVC® | 1 | Day | $ |
| 487 | Fusion Services for 18"- 24" Fusible PVC® | 1 | Day | $ |
| 488 | Fusion Services for 30"- 36" Fusible PVC® | 1 | Day | $ |
| 489 | Pressure testing | 1 | IN/DIA/LF | $ |
| 490 | Install Fire Hydrant | 1 | EA | $ |
| 491 | Ductile Iron Fittings, Restraints, Hardware | 1 | LB | $ |
| 492 | 3-Way Fire Hydrant Assembly | 1 | EA | $ |
| 493 | Salvage Existing Fire Hydrant | 1 | EA | $ |
| 494 | 12 Ga. Tracer Wire | 1 | LF | $ |
| 495 | Connect to Existing Water Meter(include new angle valve) | 1 | EA | $ |
| 496 | Furnish & Install New Water Meter & Box | 1 | EA | $ |
| 497 | Remove Existing Valve & Box | 1 | EA | $ |
| 498 | Resilient Seat Gate Valve & Box | 1 | EA | $ |
| 499 | 1-Inch HDPE Potable Water Service Line (Short Service) including new angle stop | 1 | LF | $ |
| 500 | 1-Inch HDPE Potable Water Service Line (Long Service) including new angle stop | 1 | LF | $ |
| | | | **SUM TOTAL SECTION P:** | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| | **Section Q - Right-of-Way Maintenance** | | | |
| 501 | ROW Clearing - (typical up to 20 feet wide) | 1 | LF | $ |
| 502 | ROW Maintenance - (typical up to 20 feet wide) | 1 | LF | $ |
| 503 | Tree removal and disposal 1" - 6" | 1 | EA | $ |
| 504 | Tree removal and disposal 6" - 12" | 1 | EA | $ |
| 505 | Install 14' Gate | 1 | EA | $ |
| 506 | Technical Field Support | 1 | HR | $ |
| | | | **SUM TOTAL SECTION Q:** | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| | **Section R - Crew Travel & Mobilization** | | | |
| 507 | Travel and Mobilization | 1 | EA | $ |
| 508 | Travel and Mobilization | 1 | EA | $ |
| | | | **SUM TOTAL SECTION R:** | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| | **Section S - Geopolymer Storm Pipe & Culvert Lining** | | | |
| 509 | 30" Storm Pipe - Minimum 1.0" | 1 | LF | $ |
| 510 | 36" Storm Pipe - Minimum 1.0" | 1 | LF | $ |
| 511 | 42" Storm Pipe - Minimum 1.0" | 1 | LF | $ |
| 512 | 48" Storm Pipe - Minimum 1.0" | 1 | LF | $ |
| 513 | 54" Storm Pipe - Minimum 1.5" | 1 | LF | $ |
| 514 | 60" Storm Pipe - Minimum 1.5" | 1 | LF | $ |
| 515 | 66" Storm Pipe - Minimum 1.5" | 1 | LF | $ |
| 516 | 72" Storm Pipe - Minimum 1.5" | 1 | LF | $ |
| 517 | 78" Storm Pipe - Minimum 1.5" | 1 | LF | $ |
| 518 | 84" Storm Pipe - Minimum 1.5" | 1 | LF | $ |
| 519 | 90" Storm Pipe - Minimum 1.5" | 1 | LF | $ |
| 520 | 96" Storm Pipe - Minimum 1.5" | 1 | LF | $ |
| 521 | Short length setup add-on | 1 | IN/DIA/LF | $ |
| 522 | Additional 1.0" thickness | 1 | SF | $ |
| 523 | #3 Steel Rebar on 18" Centers for 30" Pipe | 1 | LF | $ |
| 524 | #3 Steel Rebar on 18" Centers for 36" Pipe | 1 | LF | $ |
| 525 | #3 Steel Rebar on 18" Centers for 42" Pipe | 1 | LF | $ |
| 526 | #3 Steel Rebar on 18" Centers for 48" Pipe | 1 | LF | $ |
| 527 | #3 Steel Rebar on 18" Centers for 54" Pipe | 1 | LF | $ |
| 528 | #3 Steel Rebar on 18" Centers for 60" Pipe | 1 | LF | $ |
| 529 | #3 Steel Rebar on 18" Centers for 66" Pipe | 1 | LF | $ |
| 530 | #3 Steel Rebar on 18" Centers for 72" Pipe | 1 | LF | $ |
| 531 | #3 Steel Rebar on 18" Centers for 78" Pipe | 1 | LF | $ |
| 532 | #3 Steel Rebar on 18" Centers for 84" Pipe | 1 | LF | $ |
| 533 | #3 Steel Rebar on 18" Centers for 90" Pipe | 1 | LF | $ |
| 534 | #3 Steel Rebar on 18" Centers for 96" Pipe | 1 | LF | $ |
| 535 | Invert Repair | 1 | LF | $ |
| 536 | Hydraulic Jacking of CMP | 1 | LF | $ |
| 537 | 6" Thickness Concrete Flatwork | 1 | SF | $ |
| 538 | Rip Rap Supply and Install | 1 | CF | $ |

| NO. | ITEM | UOM | QTY | PRICE |
|---|---|---|---|---|
| 539 | Void Grouting with Cementitious Grout | 1 | CF | $ |
| | | | **SUM TOTAL SECTION S:** | $ |

| | | | | |
|---|---|---|---|---|
| Attachment "A" RS Means Current Edition Facilities Construction Cost Data Book, latest edition. Stated Discount or Coefficent from "Total incl O&P" COLUMN | | | | |
| | | | **Multiplier** | 1.50 |
| Attachment "B" RS Means Current Edition Heavy Construction Cost Data Book, latest edition. Stated Discount or Coefficent from "Total incl O&P" COLUMN | | | | |
| | | | **Multiplier** | 1.50 |

**BID FORM SIGNATURE PAGE**

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X_____

(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this _____ day of _____ AD, 20_____

_____ My Commission Expires: _____
(Notary Public)

_____
SEAL

**MANDATORY FORM**

**TRENCHLESS REHABILITATION AND MAINTENANCE OF PIPELINE INFRASTRUCTURE 23-065-PW**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

| | | | |
|---|---|---|---|
| Full Name of Bidder | | | |
| Main Business Address | | | |
| City, State, Zip Code | | | |
| Telephone Number | | Email Address | |
| Bid Contact Person | | | |

The undersigned certifies that he is:

❑ the Owner/Sole Proprietor ❑ a Member authorized to sign on behalf of the Partnership ❑ an Officer of the Corporation ❑ a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

_____ (President or Partner) _____ (Vice-President or Partner)

_____ (Secretary or Partner) _____ (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. __, _____, ____, and ____ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

**CONTRACT ADMINISTRATION INFORMATION:**

| CORRESPONDENCE TO CONTRACTOR: | | REMIT TO CONTRACTOR: | |
|---|---|---|---|
| NAME | | NAME | |
| CONTACT | | CONTACT | |
| ADDRESS | | ADDRESS | |
| CITY ST ZIP | | CITY ST ZIP | |
| TX | | TX | |
| FX | | FX | |
| EMAIL | | EMAIL | |
| | | | |
| COUNTY BILL TO INFORMATION: | | COUNTY SHIP TO INFORMATION: | |
| Address to be provided once notice to proceed is issued. | | Address to be provided once notice to proceed is issued. | |

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE)

## REFERENCES

The bidder must list three (3) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months.

| | |
|---|---|
| COMPANY NAME: | |
| ADDRESS: | |
| | |
| | |
| CONTACT PERSON: | |
| TELEPHONE NUMBER: | |

| | |
|---|---|
| COMPANY NAME: | |
| ADDRESS: | |
| | |
| | |
| CONTACT PERSON: | |
| TELEPHONE NUMBER: | |

| | |
|---|---|
| COMPANY NAME: | |
| ADDRESS: | |
| | |
| | |
| CONTACT PERSON: | |
| TELEPHONE NUMBER: | |

# Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: _____

Bid/Contract/PO #: _____

| Company Name: | Company Contact: |
|---|---|
| Contact Phone: | Contact Email: |

**The DuPage County Procurement Ordinance requires the following written disclosures prior to award:**

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☐ **NONE (check here) - If no contributions have been made**

| Recipient | Donor | Description (e.g. cash, type of item, in-kind services, etc.) | Amount/Value | Date Made |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☐ **NONE (check here) - If no contacts have been made**

| Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid | Telephone | Email |
|---|---|---|
| | | |
| | | |
| | | |

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

**Continuing disclosure is required, and I agree to update this disclosure form as follows:**

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

**The full text for the county's ethics and procurement policies and ordinances are available at:**
https://www.dupageco.org/CountyBoard/Policies/

**I hereby acknowledge that I have received, have read, and understand these requirements.**

Authorized Signature _____

Printed Name _____

Title _____

Date _____

**Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)**

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.

Requester's name and address (optional)

**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 *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**

☐☐ – ☐☐☐☐☐☐☐

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** **Signature of U.S. person ▶** **Date ▶**

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments**. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

**Apprenticeship or Training Program Certification**

**Return to Buyer and with Bid**

COMPANY NAME: _____

***All contractors are required to complete the following certification***:

☐ For this contract proposal or for all groups in this deliver and install

☐ proposal.For the following deliver and install groups in this material

proposal:

_____

_____

_____

_____

The County of DuPage policy, adopted in accordance with the provisions of DuPage County, Illinois County Code requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subjectto approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are.

(1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training,and

(2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either asan individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training programapplicable to the work of the subcontract.

III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

_____

_____

_____

_____

IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners, or member and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

_____

_____

_____

_____

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all its subcontractors. To fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will takeapplications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: _____ By: _____
(Signature)

Address: _____ Title: _____

**SECTION 9 - SAMPLE CONTRACT**

CONTRACT XX-XXX-XXX BETWEEN [CONTRACTOR]
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this___day of__, 2023, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Wheaton, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and_____, licensed to do business in the State of Illinois, located at _____,_____,_____(hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in RFP #XX-XXX-XX for its DuPage County _____ Department located at 421 North County Farm Road, Wheaton, Illinois, 60187-3978.

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the RFP process and is willing to perform under the terms of the RFP and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

1.1 This Contract includes all the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:

1.1.a Request for Proposal and Bid Information, including but not limited to:

- Instructions to Bidders
- General Conditions
- Special Conditions
- Specifications

1.1.b Offeror's Response, including but not limited to: Proposal Forms (including Certification/Proposal, Signature Affidavit including Proposal Pricing)

1.1.c County Purchase Order

1.2 All documents are or will be on file in the office of the Finance - Procurement, DuPage Administration, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.

1.3 In the event of a conflict between any of the above documents, the document control from top to bottom; i.e., "a" control over "b".

2.0 DURATION OF THIS CONTRACT

2.1 Unless terminated as provided in the RFP, the term of this Contract shall be a _____ year period beginning on XX-XX-XXXX and continuing through XX-XX-XXXX.

2.2 The Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus the renewals exceed four (4) years.

3.0 TERMINATION

3.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate the work with the County t for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of Vendor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice. The County shall have the right to terminate this Agreement for convenience. Any local agreements or work with Participating Public Agencies, to include the County, may survive at the discretion of the Participating Public Agency.

3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4.0 PROPOSAL PRICES AND PAYMENT

4.1 The Contractor shall provide the required goods and or services described in the Proposal Specifications for the prices quoted on the Proposal Form.

4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

5.0 AMENDMENTS

5.1 This Contract may be amended by agreement of both parties.

5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

6.0 CONTRACT ENFORCEMENT – ATTORNEY'S FEES

6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

7.0 SEVERABILITY CLAUSE

7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

8.0 GOVERNING LAW

8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

9.0 ENTIRE AGREEMENT

9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.

9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

| **THE COUNTY OF DUPAGE, ILLINOIS** | **CONTRACTOR** |
|---|---|
| By: _____ | By: SAMPLE CONTRACT - DO NOT SIGN |
| SIGNATURE | SIGNATURE |
| Mary Catherine Wells | |
| PRINTED NAME | PRINTED NAME |
| Acting Chief Procurement Officer | |
| PRINTED TITLE | PRINTED TITLE |
| _____ | _____ |
| DATE | DATE |

## SECTION 10 - OUTSIDE ENVELOPE BID LABEL

# SEALED BID PROPOSAL

| | |
|---|---|
| **INVITATION #:** | **23-065-PW** |
| **DESCRIPTION:** | **TRENCHLESS REHABILITATION AND MAINTENANCE OF PIPELINE INFRASTRUCTURE** |
| **OPENING DATE:** | **11/28/2023** |
| **OPENING TIME:** | **2:30 P.M.** |
| **COMPANY NAME:** | _____ |

**DATED MATERIAL - DELIVER IMMEDIATELY**

Please cut out and affix this proposal label (above)
to the outermost envelope of your proposal to help ensure proper delivery.

ATTACHMENT A

**Requirements for National Cooperative Contract To Be Administered by OMNIA Partners**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

## 1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

### 1.1 Requirement

The County of DuPage, IL (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

## 1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

## 1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $50M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

## 1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery,

diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

### 1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

## 2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

### 2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

### 2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

### 2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

## 3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

### 3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

B. Total number and location of salespersons employed by Supplier.

C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.

a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☐ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☐ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☐ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

## 3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

## 3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

   ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

   i. Creation and distribution of a co-branded press release to trade publications

   ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

   iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

**Exhibit B**
**Administration Agreement, Example**

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## ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

## RECITALS

**WHEREAS**, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

**WHEREAS**, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

**WHEREAS**, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

**WHEREAS**, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

## DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

## TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

## NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

## ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will

have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

## GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

_____
_____
_____
_____

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or

waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

| **[INSERT SUPPLIER ENTITY NAME]** | **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR** |
|---|---|
| Signature | Signature<br>Sarah Vavra |
| Name | Name<br>Sr. Vice President, Public Sector Contracting |
| Title | Title |
| Date | Date |

**Exhibit C**
**Master Intergovernmental Cooperative Purchasing Agreement, Example**

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## MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector, Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

### RECITALS

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and

incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS

PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

| **Participating Public Agency:** | **OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:**<br>**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC** |
|---|---|
| Authorized Signature | Signature<br>Sarah E. Vavra |
| Name | Name<br>Sr. Vice President, Public Sector Contracting |
| Title and Agency Name | Title |
| Date | Date |

**Exhibit D**
**Principal Procurement Agency Certificate, Example**

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## PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of **[PPA Name]** ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

_____
Signature

_____
Name

_____
Title

_____
Date

**Exhibit E**
**Contract Sales Reporting Template**

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Contract Sales Report submitted electronically in Microsoft Excel:

| OMNIA PARTNERS | | | Supplier Name: | | Total Sales | $0.00 | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Contract Number: | | Admin Fee % | | | | | | | | | | | |
| | | | Reporting Period: | | Total Admin Fee | $0.00 | | | | | | | FOR OMNIA USE ONLY | | | |
| Supplier Internal ID | ID | Name | Street Address | Street Address 2 | City | State | Postal Code | Transaction Date | Sales Amount | Admin Fee % | Admin Fee | Notes | Wildcard | UniqueId | Rebate Due | Rebate Name |
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# Exhibit F
# Federal Funds Certifications

## FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

**TO WHOM IT MAY CONCERN:**

**Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.**

**DEFINITIONS**

**Contract** means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non–Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non–Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

**Pass-through entity** means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a**

**copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

**(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.**

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)**

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

## RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

## CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____Initials of Authorized Representative of offeror

## CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

## CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103*), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).*

## CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

## CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name:
_____

Address, City, State, and Zip Code:
_____

Phone Number: _____ Fax Number:
_____

Printed Name and Title of Authorized Representative:
_____

Email Address:
_____

Signature of Authorized Representative: _____Date: _____

## SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and/or Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other Federal entities.

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

**Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

**Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

**Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

**Affirmative Steps**
For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Bid Guarantee**
For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

**Prevailing Wage Requirements**
When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

**Federal Requirements**
If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

**2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

**1. CONTRACT REMEDIES**

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

**1.1** Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

**1.2** Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor

nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

## 2. TERMINATION FOR CAUSE AND CONVENIENCE

**a.** Standard. 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. See 2 C.F.R. Part 200, Appendix II(B).

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

## 3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

**a.** Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

**b.** Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**c.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

**d.** Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of

this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## 4. DAVIS-BACON ACT

**a.** Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.

**b.** Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

**c.** Requirements. If applicable, the non-federal entity must do the following:

i. 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.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti- Kickback 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 FEMA.

iii. 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").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are 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.

c. Additionally, contractors are required to pay wages not less than once a week.

## 5. COPELAND ANTI-KICKBACK ACT

**a.** Standard. Recipient and subrecipient contracts must 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").

**b.** Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

**c.** Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

## 6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

**a.** Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

**b.** Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**c.** Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

**a.** Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non- Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

**b.** Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

**c.** Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

**a.** Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

**b.** Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

**c.** Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.

§ 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 10. BYRD ANTI-LOBBYING AMENDMENT

**a.** Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

**c.** Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

**d.** Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

cooperative agreement.

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

## 11. PROCUREMENT OF RECOVERED MATERIALS

**a.** Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

**b.** Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

**c.** Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**d.** Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## 12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes,

but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**14. CHANGES**

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The

language of the clause may differ depending on the nature of the contract and the end-item procured.

## 15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## 16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

## 18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

## 19. CLEAN WATER STATE REVOLVING FUNDS (CWSRF) AND DRINKING WATER STATE REVOLVING FUNDS (DWSRF)

Should agencies be utilizing Clean Water State Revolving or Drinking Water State Revolving Funds, the following may apply as indicated by the Participating Public Agency:

a. Neither the State, the U.S. EPA, nor any of its departments, agencies, or employees, are or will be a party to resulting work or local agreements when CWSRF or DWSRF are utilized.

b. All laborers and mechanics employed by contractors and subcontractors on projects on projects funded directly by or assisted in whole or in part by and through the Clean Water State Revolving Funds (CWSRF) or the Drinking Water State Revolving Funds (DWSRF) shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Wages to be paid on this project will be governed by the Department of Labor Wage General Decision or Decisions included in the bid documents for this project.

c. Equal Opportunity in Employment – All qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability or genetic information. Bidders on this work will be required to comply with the Department of Labor regulations at 41 CFR Part 60-4, relating to Construction Contractors -- Affirmative Action Requirements, which include the President's Executive Order No. 11246, as amended by Executive Order 11375 and Executive Order No. 13672, in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.

d. Contractors shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participate understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions. The Davis-Bacon prevailing wage requirements apply to Contractors and Subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration or repair (including painting) of a treatment works project under the CWSRF or a construction project under the DWSRF.

e. For prime contracts in excess of $100,000, Contractors and Subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The Fair Labor Standards Act may also apply to Davis-Bacon covered contracts.

f. Any contracts or subcontracts in excess of $2,000 must include the provisions of Davis-Bacon Wage Rate Requirements.

g. Any local agreements or work awarded under this solicitation are subject to the American Iron and Steel (AIS) requirements of Section 608 of the Federal Water Pollution Control Act if CWSRF or DWSRF are involved. As such, the Contractor hereby represents and warrants to and for the benefit of the Participating Public Agency that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in CWSRF or DWSRF related projects will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Participating Public Agency. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Participating Public Agency to enforce this Agreement and recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Participating Public Agency resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part.

**Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.**

Offeror's Name: _____

Address, City, State, and Zip Code:
_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:
_____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

## NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

| | |
|---|---|
| DOC #1 | Ownership Disclosure Form |
| DOC #2 | Non-Collusion Affidavit |
| DOC #3 | Affirmative Action Affidavit |
| DOC #4 | Political Contribution Disclosure Form |
| DOC #5 | Stockholder Disclosure Certification |
| DOC #6 | Disclosure of Investment Activities in Iran, Russia and Belarus |
| DOC #7 | New Jersey Business Registration Certificate |
| DOC #8 | EEOAA Evidence |
| DOC #9 | MacBride Principals Form |

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

# STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** _____

**Organization Address:** _____

## Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

## Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

**OR**

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---|---|
| | |
| | |
| | |
| | |

## Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

**If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing,** ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|---|---|
| | |
| | |
| | |

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|---|---|
| | |
| | |
| | |

## Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

| | | | |
|---|---|---|---|
| Full Name (Print): | | Title: | |
| Signature: | | Date: | |

Version February 24, 2023

DOC #2

# NON-COLLUSION AFFIDAVIT

| STANDARD BID DOCUMENT REFERENCE | |
|---|---|
| | **Reference: VII-H** |
| Name of Form: | **NON-COLLUSION AFFIDAVIT** |
| Statutory Reference: | No specific statutory reference<br>State Statutory Reference N.J.S.A. 52:34-15 |
| Instructions Reference: | Statutory and Other Requirements VII-H |
| Description: | The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding. |

**NON-COLLUSION AFFIDAVIT**

State of New Jersey
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
_____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

Version February 24, 2023

DOC #3

# AFFIRMATIVE ACTION AFFIDAVIT
# (P.L. 1975, C.127)

**Company Name:** _____

**Street:** _____

**City, State, Zip Code:** _____

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

**Public Work – Over $50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

_____ _____

***Date*** ***Authorized Signature and Title***

Version February 24, 2023

# P.L. 1995, c. 127 (N.J.A.C. 17:27)
# MANDATORY AFFIRMATIVE ACTION LANGUAGE

## PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

| | | | |
|---|---|---|---|
| Vendor Name: | | | |
| Address: | | | |
| City: | | State: | Zip: |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

| _____ | _____ | _____ |
|---|---|---|
| Signature | Printed Name | Title |

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

| Contributor Name | Recipient Name | Date | Dollar Amount |
|---|---|---|---|
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☐ Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**
**N.J.S.A. 19:44A-20.26**

**County Name:**
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

| | | |
|---|---|---|
| Freeholders | County Clerk | Sheriff |
| {County Executive} | Surrogate | |

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #5

# STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business:**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

| | |
|---|---|
| Name:<br><br>Home Address: | Name:<br><br>Home Address: |
| Name:<br><br>Home Address: | Name:<br><br>Home Address: |
| Name:<br><br>Home Address: | Name:<br><br>Home Address: |

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant)

(Corporate Seal)

Version February 24, 2023

DOC #6

# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS

**N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1**

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

***OR***

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____

*Printed Name of Authorized Agent* *Signature of Authorized Agent*

_____ _____

*Title* *Date*

_____

*Company Name*

Version February 24, 2023

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**
**(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

DOC #8

**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

## EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

**One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #9

**MACBRIDE-PRINCIPLES**

| | |
|---|---|
| | **STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY**<br>**DIVISION OF PURCHASE AND PROPERTY**<br><br>**33 WEST STATE STREET, P.O. BOX 230**<br>**TRENTON, NEW JERSEY 08625-0230** |

## MACBRIDE PRINCIPALS FORM

**BID SOLICITATION #:** _____ **VENDOR/BIDDER:** _____

**VENDOR'S/BIDDER'S REQUIREMENT**
**TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

**CHECK THE APPROPRIATE BOX**

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

***OR***

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

_____ _____
Signature Date

_____
Version February 24, 2023

Print Name and Title

# Exhibit H
# Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

| | | | | |
|---|---|---|---|---|
| State of Alabama | State of Hawaii | Commonwealth of Massachusetts | State of New Mexico | State of South Dakota |
| State of Alaska | State of Idaho | State of Michigan | State of New York | State of Tennessee |
| State of Arizona | State of Illinois | State of Minnesota | State of North Carolina | State of Texas |
| State of Arkansas | State of Indiana | State of Mississippi | State of North Dakota | State of Utah |
| State of California | State of Iowa | State of Missouri | State of Ohio | State of Vermont |
| State of Colorado | State of Kansas | State of Montana | State of Oklahoma | Commonwealth of Virginia |
| State of Connecticut | Commonwealth of Kentucky | State of Nebraska | State of Oregon | State of Washington |
| State of Delaware | State of Louisiana | State of Nevada | Commonwealth of Pennsylvania | State of West Virginia |
| State of Florida | State of Maine | State of New Hampshire | State of Rhode Island | State of Wisconsin |
| State of Georgia | State of Maryland | State of New Jersey | State of South Carolina | State of Wyoming |
| District of Columbia | | | | |

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR

CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT

KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR

AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR

CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR

EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR

JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR

MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR

NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR

RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR

SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR

WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT

SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT

WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

**HIGHER EDUCATION**

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

**STATE AGENCIES**

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

**Date:** 11/6/2025 **Job Location:** As Provided (Attached)
**Project:** Port Said Road- CIPP Rehab
**Parent Contract:** Omnia LLC Contract - Parent - DuPage County - 23-065-PW-250498
**Customer:** City of Opa-locka
**Attention:** Owen Carney, Sr.
Operations Manager, City of Opa-locka.
Public Works and Utilities Department
12950 Lejeune Road (NW 42nd Avenue)
Opa-locka, FL 33054

**Re: City of Opa-locka Sanitary Sewer Rehabilitation**

**Dear Mr. Carney,**

**Insituform Technologies, LLC, ("ITLLC")** is pleased to provide the following proposal to **the City of Opa-locka,** hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced project.

| ITEM | DESCRIPTION | UNIT OF MEASURE | BID UNIT PRICE | QTY | TOTAL |
|---|---|---|---|---|---|
| 3 | 10" x 6.0mm CIPP* | LF | $48.00 | 1118 | $ 53,664.00 |
| 5 | Lateral Grout** | EA | $450.00 | 14 | $ 6,300.00 |
| 58 | 10" Clean and Tv* | LF | $6.00 | 1118 | $ 6,708.00 |
| 37.1 | Service Reinstatement in 6" – 18"** | EA | $350.00 | 14 | $ 4,900.00 |
| 507 | Travel and Mobilization | EA | $7,500.00 | 1 | $ 7,500.00 |
| | | | | **TOTAL** | **$ 79,072.00** |

* Total Length Estimated
**Service Count Estimated

Prepared by:
Brett Konchak
Commercial Manager | Insituform Technologies
9001 NW 97th Terrace Suite F | Medley, Florida 33178
Mobile: 561.993.6464 |

# AS - BUILT SURVEY
# SANITARY SEWER SYSTEM AS-BUILT SURVEY
# PORT SAID RD.
# CITY OPA-LOCKA, FLORIDA

## LEGEND AND ABBREVIATIONS:

| | |
|---|---|
| ASPH | ASPHALT |
| ALUM | ALUMINUM |
| BM | BENCH MARK |
| BSW | BACK OF SIDEWALK |
| C&G | CURB & GUTTER |
| CB | CATCH BASIN |
| CBS | CONCRETE BLOCK STRUCTURE |
| CBWALL | CONCRETE BLOCK WALL |
| CL-BL | CENTER LINE- BASE LINE |
| CLF | CHAIN LINK FENCE |
| CONC | CONCRETE |
| DIP | DUCTIL IRON PIPE |
| DWY | DRIVEWAY |
| DCBM | DADE COUNTY BENCH MARK |
| EOP | EDGE OF PAVEMENT |
| EOW | EDGE OF WATER |
| FFE | FINISH FLOOR ELEVATION |
| FDOT | FLORIDA DEPARTMENT OF TRANSPORTATION |
| FND | FOUND |
| FSW | FRONT OF SIDEWALK |
| GR | GUARD RAIL |
| GRD | GROUND |
| INV | INVERT |
| IFENCE | IRON FENCE |
| LB | LAND BUSINESS |
| M | MEASURED |
| MDCPR | MIAMI-DADE COUNTY PUBLIC RECORDS |
| MFENCE | METAL FENCE |
| N | NAIL |
| ND | NAIL & DISC |
| NO ID | NO IDENTIFICATION |
| N.T.S. | NOT TO SCALE |
| O.R.B. | OFFICIAL RECORD BOOK |
| OH | OVERHEAD |
| PC | POINT OF CURVATURE |
| PB | PLAT BOOK |
| PDS TBM | PDS TEMPORARY BENCH MARK |
| PDS | PREMIERE DESIGN SOLUTIONS |
| PG | PAGE |
| PKD | PK NAIL & DISC |
| POB | POINT OF BEGINNING |
| POC | POINT OF COMMENCE |
| PRB | POLLUTION RETARDANT BAFFLE |
| PRC | POINT OF REVERSE CURVATURE |
| PT | POINT OF TANGENCY |
| PVC | POLYVINYL CHLORIDE |
| RB | REBAR |
| R/W | RIGHT OF WAY |
| SEC | SECTION |
| SCONC. | STAMPED CONCRETE |
| SN&D | SET NAIL & DISC |
| SSMH | SANITARY SEWER MANHOLE |
| STMH | STORM SEWER MANHOLE |
| SWK | SIDEWALK |
| TBM | TEMPORARY BENCH MARK |
| TOB | TOP OF BANK |
| TON | TOP OF NUT |
| TWN | TOWNSHIP |
| UE | UTILITY EASEMENT |
| WF | WOOD FENCE |
| (R) | INDICATES RECORDED DATA |
| (C) | INDICATES CALCULATED DATA |
| (M) | INDICATES MEASURED DATA |
| (P) | INDICATES PLAT DATA |

CENTER LINE
CHAIN LINK FENCE
CURB
EOP (EDGE OF PAVEMENT LINE)
L/L (LOT LINE)
OVERHEAD ELECTRIC LINE
R/W (RIGHT OF WAY LINE)
UE (UTILITY EASEMENT LINE)
WOOD FENCE
IRON FENCE

CATCH BASIN
STORM DRAINAGE MANHOLE
SANITARY SEWER MANHOLE
COMMUNICATION MANHOLE
DRAINAGE INLET P5
SEPTIC TANK

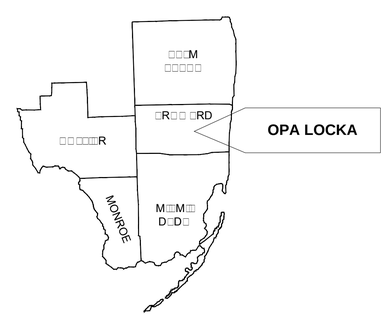
WATER VALVE
SANITARY VALVE
GAS VALVE
IRRIGATION CONTROL VALVE
IRRIGATION VALVE
SIAMESE VALVE
BACKFLOW PREVENTER VALVE
WATER METER
ELECTRIC METER

CONCRETE LIGHT POLE
METAL LIGHT POLE
CONCRETE POWER POLE
FIBER OPTIC POLE
WOOD POST
CONCRETE POLE
GUARD POLE
FLAG POLE

ANCHOR
FIRE HYDRANT
CLEAN OUT
AIR CONDITIONER UNIT
LOT NUMBER
POINT ELEVATION
BENCH MARK (BM)
TRAFFIC SIGN
PALM
TREE
CABLE TV BOX
ELECTRIC BOX
UNKNOWN BOX
TRAFFIC SIGNAL BOX
MAIL BOX
COMMUNICATION BOX

SYMBOLS SHOWN IN SURVEY DRAWINGS ARE NOT TO SCALE AND SHALL NOT BE USED TO SIZE SUCH ELEMENTS.

## LOCATION MAP
N.T.S.




## VICINITY MAP

## LEGAL DESCRIPTION:

S.I.B. GOVERNMENT CENTER. PLAT BOOK 168 PAGE 75, TRACT C, MIAMI DADE PUBLIC RECORDS, FLORIDA.

## SURVEYOR'S NOTES:

1. NO UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS, UTILITIES OR OTHER IMPROVEMENTS WERE LOCATED.
2. THIS IS NOT A BOUNDARY SURVEY. R/W LINES AS SHOWN ARE AN APPROXIMATE LOCATION AND ARE FOR REFERENCE PURPOSES ONLY.
3. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITION OR DELETIONS OR ANY CHANGE ON THE INFORMATION CONTAINED IN THIS SURVEY IS NOT VALID WITHOUT THE CONSENT OF THE SIGNING PARTY.
4. TYPE OF SURVEY: AS-BUILT SURVEY.
5. NO TITLE SEARCH WAS MADE. EXAMINATION OF TITLE MUST BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THE PROPERTY BESIDES THOSE NOTED.
6. ALL DISTANCES AS SHOWN ARE BASED ON THE US SURVEY FOOT.
7. SHOWN ELEVATIONS ARE REFERRED TO NATIONAL GEODETIC VERTICAL DATUM (NGVD) OF 1929, AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS AS CONTAINED IN CHAPTER 5J-17.0.51 THRU 5J-17.0.53. THE VERTICAL ACCURACY OBTAINED ON THIS TOPOGRAPHIC SURVEY DO NOT EXCEED THE CALCULATED VALUE OF A CLOSURE IN FEET OF PLUS OR MINUS 0.05 TIMES THE SQUARE ROOT OF THE DISTANCE IN MILES A COMMON VALUE ACCEPTED IN THE CONSTRUCTION AND SURVEYING INDUSTRY.

   MIAMI DADE COUNTY BENCHMARK USED: N-370
   ELEVATION (NATIONAL GEODETIC VERTICAL DATUM 1929): 8.311'
   NE 135 ST --- 119' SOUTH OF THE ROAD CENTER LINE.
   CAIRO LANE (NW 36 AVENUE) --- 69' WEST OF THE ROAD CENTER LINE
   DESCRIPTION: PK NAIL AND BRASS WASHER IN CONCRETE SIDEWALK AT FRONT OF OFFICE BUILDING.
8. THIS AS-BUILT SURVEY IS COVERED UNDER PROFESSIONAL LIABILITY INSURANCE.
9. DATE OF FIELD WORK: 05/02/2024

## SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: THIS SKETCH OF AS-BUILT SURVEY WAS PREPARED UNDER MY SUPERVISION AND MEETS THE STANDARD OF PRACTICE IDENTIFIED IN CHAPTER 5J-17.052 OF FLORIDA ADMINISTRATIVE CODE (F.A.C.) AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPER PURSUANT CHAPTER 472 OF FLORIDA STATUES, AND THAT THE SKETCH THEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

## INDEX OF SHEETS


| | |
|---|---|
| CS | COVER SHEET |
| 1 | SANITARY SEWER SYSTEM AS-BUILT SURVEY |
| 2 | SANITARY SEWER SYSTEM AS-BUILT SURVEY |


FERNANDO FERNANDEZ
LICENSE NUMBER 6765
STATE OF FLORIDA
PROFESSIONAL SURVEYOR AND MAPPER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY FERNANDO FERNANDEZ, P.S.M. 6765 ON 05-08-2024


PDS INC.
PREMIERE DESIGN SOLUTIONS INC.
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REVISIONS

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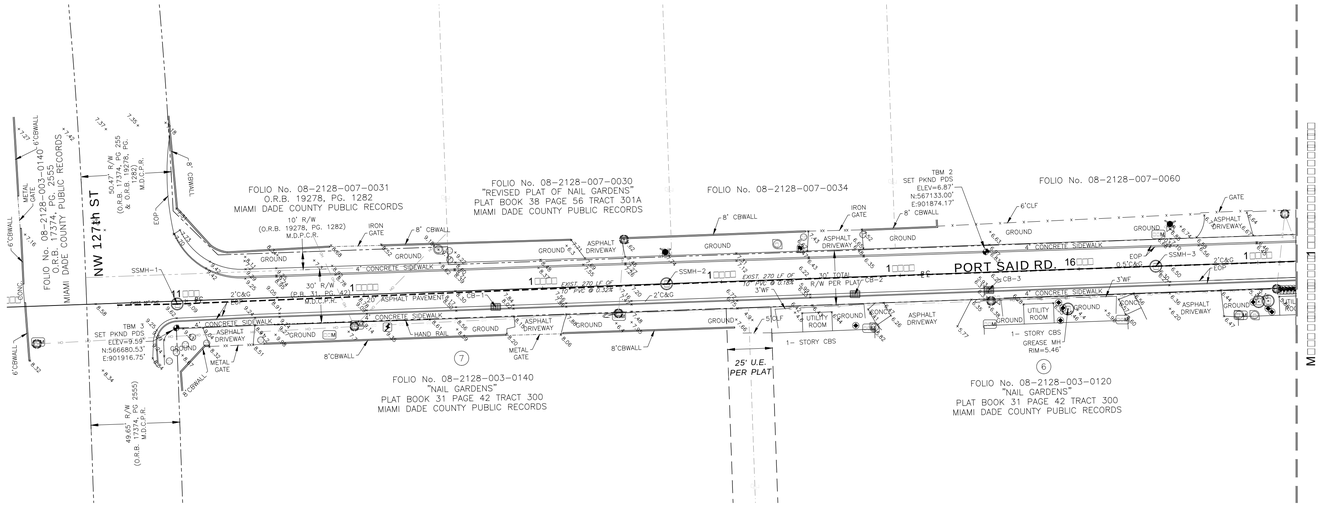
SANITARY SEWER SYSTEM AS-BUILT SURVEY
PORT SAID RD.
CITY OPA-LOCKA, FLORIDA

COVER SHEET

SCALE: AS SHOWN
PROJECT # 24210003
FIELD BOOK:
DRAWN DATE: 05/06/2024
CHECKED DATE: 05/06/2024
APPROVED:
FERNANDO FERNANDEZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE LS 6765
ffernandez@pds-eng.com
DATE: 05/08/2024

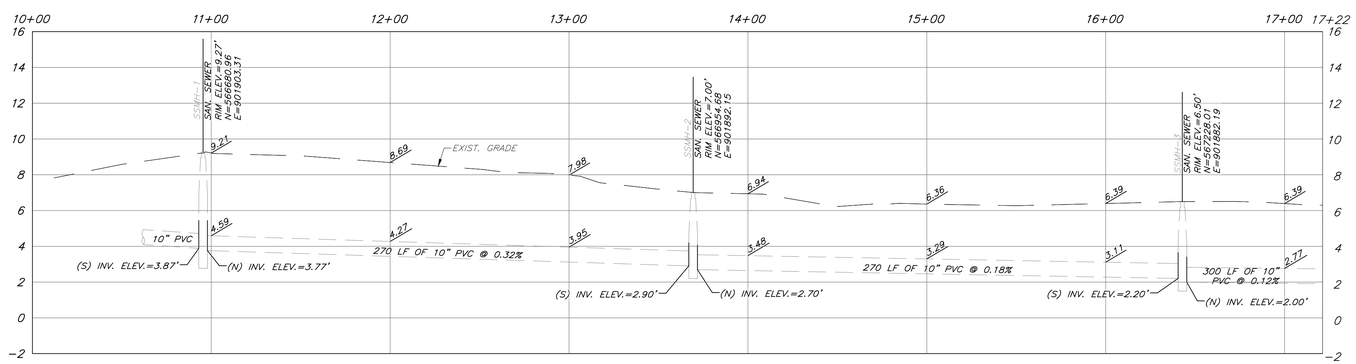
SHEET:
**CS**
**SHEET 01 OF 03**

THIS SHEET IS NOT VALID WITHOUT THE OTHERS




1"

| AS-BUILT STRUCTURE SCHEDULE | | | | | | |
|---|---|---|---|---|---|---|
| STRUCTURE | RIM ELEVATION | INVERT | | DIAMETER | MATERIAL | BOTTOM |
| SSMH-1 | 9.27' | S | 3.87' | 10" | PVC | N/A |
| | | N | 3.77' | 10" | PVC | |
| CB-1 | 6.06' | NO ACCESS | | | | |
| SSMH-2 | 7.00' | S | 2.90' | 10" | PVC | N/A |
| | | N | 2.70' | 10" | PVC | |
| CB-2 | 6.06' | NO ACCESS | | | | |
| CB-3 | 5.93' | S | 1.63' | 18" | PVC | 1.43' |
| | | N | 1.63' | 18" | PVC | |
| SSMH-3 | 6.50' | S | 2.20' | 10" | PVC | N/A |
| | | N | 2.00' | 10" | PVC | |

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1"

PDS INC.

PREMIERE DESIGN SOLUTIONS INC.
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REVISIONS

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# SANITARY SEWER SYSTEM AS-BUILT SURVEY
## PORT SAID RD.
## CITY OPA-LOCKA, FLORIDA

## PLAN & PROFILE VIEW SITE 1

SCALE: AS SHOWN

PROJECT # 24210003

FIELD BOOK:

DRAWN DATE: 05/06/2024

CHECKED DATE: 05/06/2024

APPROVED:

FERNANDO FERNANDEZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE LS 6765
ffernandez@pds-eng.com

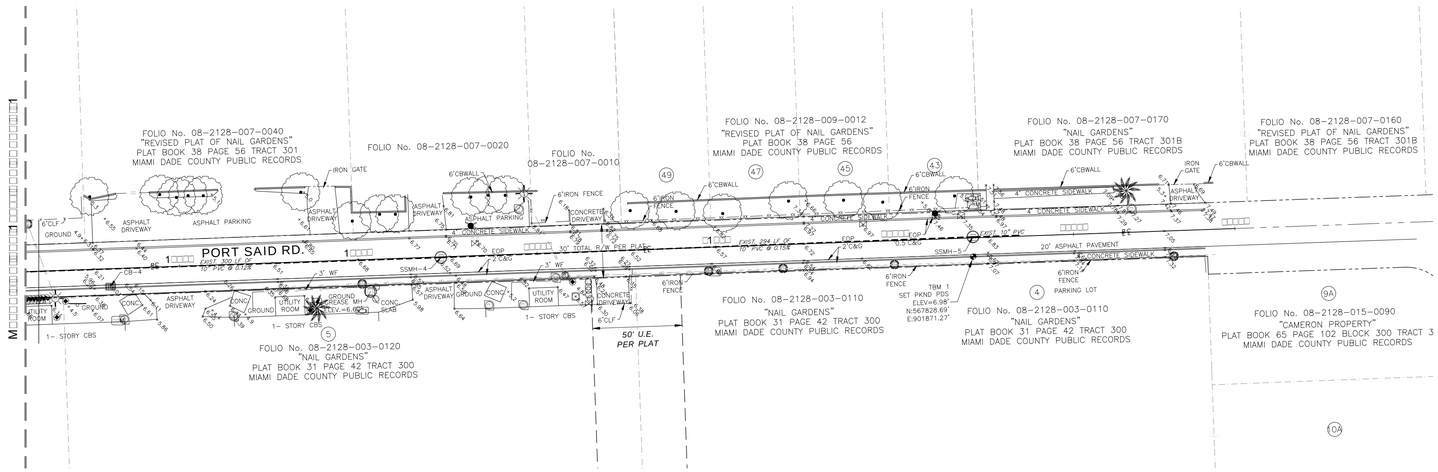
DATE: 05/08/2024

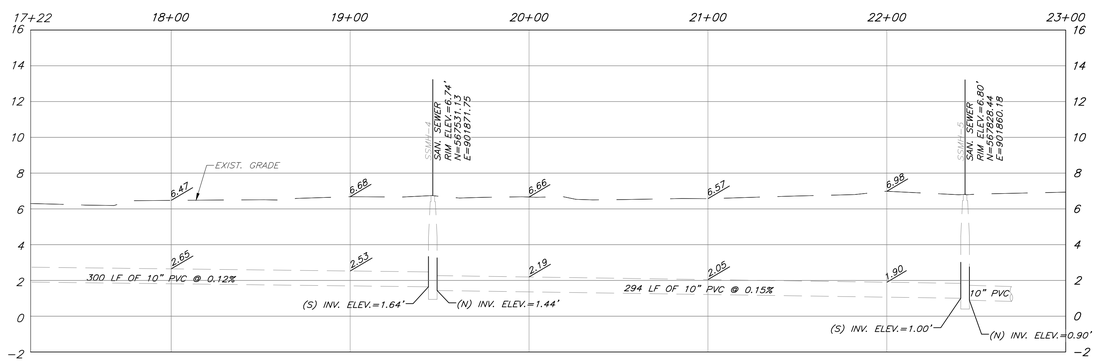
SHEET:

**S-01**

**SHEET 02 OF 03**

THIS SHEET IS NOT VALID WITHOUT THE OTHERS




AS-BUILT STRUCTURE SCHEDULE

| STRUCTURE | RIM ELEVATION | INVERT | | DIAMETER | MATERIAL | BOTTOM |
|---|---|---|---|---|---|---|
| CB-4 | 6.01' | NO VISIBLE PIPES, FULL OF SEDIMENTS | | | | |
| SSMH-4 | 6.74' | S | 1.64' | 10" | PVC | N/A |
| | | N | 1.44' | 10" | PVC | |
| SSMH-5 | 6.80' | S | 1.00' | 10" | PVC | N/A |
| | | N | 0.90' | 10" | PVC | |

PREMIERE DESIGN SOLUTIONS INC.
116 E TRIMMIER DRIVE
MARIANNA, FL 32446
(850) 482-1818

REVISIONS

| # | DATE |
|---|---|
| | |

# SANITARY SEWER SYSTEM AS-BUILT SURVEY
## PORT SAID RD.
## CITY OPA-LOCKA, FLORIDA
## PLAN & PROFILE VIEW SITE 2

SCALE: AS SHOWN

PROJECT # 24210003

FIELD BOOK:

DRAWN DATE: 05/06/2024

CHECKED DATE: 05/06/2024

APPROVED:

FERNANDO FERNANDEZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE LS 6765
ffernandez@pds-eng.com
DATE: 05/08/2024

SHEET:

**S-02**

**SHEET 03 OF 03**

THIS SHEET IS NOT VALID WITHOUT THE OTHERS

Sponsored by: City Manager

**RESOLUTION NO. 25-XXX**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A FACILITY USE AGREEMENT WITH GENERATION NEXXT TRAINING, INC. TO SERVE AS A COMMUNITY BASED VOLLEYBALL PROGRAM; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Generation Nexxt Training, Inc. is a boutique volleyball training program that focuses on both athletic and personal development; and

**WHEREAS**, beyond skill building, the organization emphasizes leadership, confidence, and teamwork qualities that empower athletes to succeed both on and off the court. Their model also includes mentorship from current and former collegiate players who guide young athletes through their athletic and academic journeys; and

**WHEREAS,** Generation Nexxt Training, Inc. is a non-profit organization committed to allocating ten (10) annual program scholarships (to include uniforms and tournament fees) for Opa-locka residents; and

**WHEREAS**, Generation Nexxt Training, Inc. has agreed to donate 10 volleyballs within six months and a set of volleyball poles to the City of Opa-Locka's Parks and Recreation Department within one year, for long-term community use; and

**WHEREAS**, the City of Opa-Locka and Generation Nexxt Training, Inc. desire to enter into a one (1) year facility use agreement for to allow the organization to utilize the multipurpose courts and/or fields at Sherbondy Village weekly on Mondays and Tuesdays between 5:00 PM and 8:00 PM, and on the last Sunday of each month between 12:00 PM and 3:00 PM with both parties maintaining certain obligations; and

**WHEREAS,** the City Commission of the City of Opa-Locka desires to authorize execution of a facility use agreement 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. 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 Resolution.

**SECTION 2. AUTHORIZATION**

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to enter into a field usage agreement with Generation Nexxt Training, Inc. to allow use of a City park for recreational purposes as set forth in the Field Usage Agreement 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 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 _____

Docusign Envelope ID: 947B8DF0-6EF0-4BD1-8887-668AC6756D06

# City of Opa-locka
# Agenda Cover Memo

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **City Manager:** | Sha'mecca Lawson | | | **CM Signature:** | Signed by: Sha'mecca Lawson F4489A0D7D63447... | | |
| **Commission Meeting Date:** | 1.14.2026 | | **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** | |
| | | | | | | | |
| | | | **Public Hearing:** *(Enter X in box)* | | **Yes** | **No** | **Yes** / **No** |
| | | | | | | 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:** | | **Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)* | | |
| | X | | **Enhance Organizational** ☐<br>**Bus. & Economic Dev** ☐<br>**Public Safety** ☐<br>**Quality of Education** ☐<br>**Qual. of Life & City Image** ■<br>**Communication** ☐ | | | | |
| **Sponsor Name** | City Manager | | **Department:** | | City Manager | | |

**Short Title:**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A FACILITY USE AGREEMENT WITH GENERATION NEXXT TRAINING, INC. TO SERVE AS A COMMUNITY BASED VOLLEYBALL PROGRAM.**

**Staff Summary:**

Generation Nexxt (Genexxt) Volleyball is a boutique training program that focuses on both athletic and personal development. Beyond skill building, they emphasize leadership, confidence, and teamwork qualities that empower athletes to succeed both on and off the court. Their model also includes mentorship from current and former collegiate players who guide young athletes through their athletic and academic journeys. The non-profit organization will commit to allocating ten (10) annual program scholarships (to include uniforms and tournament fees) for Opa-locka residents and will additionally donate 10 volleyballs within six months and a set of volleyball poles to the Parks and Recreation Department within one year, for long-term community use. The term agreement shall be in effect for one (1) year. This partnership will allow the organization to utilize the multipurpose courts and/or fields at Sherbondy Village weekly on Mondays and Tuesdays between 5:00pm-8:00pm and on the last Sunday of each month between 12:00pm and 3:00pm.

Docusign Envelope ID: 947B8DF0-6EF0-4BD1-8887-668AC6756D06

**Financial Impact:** The City will not incur any Financial costs with this agreement, only in-kind costs are for the use of the recreational fields and Courts as stated in the agreement.

**Proposed Action:**

It is recommended the City Commission approve the legislation authorizing the City Manager to enter into a agreement with Generation Nexxt Training, Inc.

**Attachment:**

Draft Field Use Agreement

**PARKS AND RECREATION DEPARTMENT**
**FACILITY USAGE AGREEMENT**

THIS AGREEMENT made and entered into this _____day of _____, 2025 by and between the CITY OF OPA-LOCKA, a political subdivision of the State of Florida, hereinafter referred to as "CITY" and, GENERATION NEXXT TRAINING INC., hereinafter referred to as "USER" for the use of certain park recreational multipurpose fields within the City, as more particularly described herein.

**WHEREAS**, the City owns and/or operates certain parks and athletic fields, which are intended for recreational purposes; and

**WHEREAS,** the City desires to offer a wide variety of recreational and sporting activities for residents and the surrounding communities on a year-round basis; and

**WHEREAS**, the City desires to enter into a written agreement to allow use of the Sherbondy Village Gymnasium, and other facilities, for recreational purposes as set forth herein; and

**WHEREAS**, User desires to conduct athletic programs, activities, events, leagues and services at the City's recreational gymnasiums and parks during normal operating hours, as determined by the City Manager or his/her designee pursuant to this agreement, and in a professional and responsible manner with due regard for the safety of the participants and others.

**NOW THEREFORE**, in consideration of the mutual terms and conditions, the Parties agree as follows:

1. The foregoing "Whereas" clauses are hereby confirmed as being true and correct and are hereby incorporated into this Agreement as a part thereof.

2. The City agrees to allow User to utilize the City's gymnasium for the time period and event specified in Appendix "A" attached hereto.

3. The parties agree that User shall establish, in conjunction with the Parks and Recreation Director or her designee, a general policy and operational plan.

4. The parties agree that activities sponsored and/or operated by the City's Parks and Recreation Department shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement.

## Obligations of User

5. User shall comply with all statutes, City ordinances, rules, orders, regulations and requirements of the Federal, State, County and City government as may be applicable to the use of such recreational gymnasiums and surrounding areas, for the safety of the public and the correction, prevention and abatement of nuisances or other grievances in connection with the use of the parks hereunder.

6. User shall indemnify and hold harmless the City from and against all claims, suits, actions, damages, or causes of action arising during the term of this agreement for any personal injury, loss of life or damage to the property sustained by reason or as a result of the use of the park for which this agreement is entered into, or its agents, employees, invitees, participants and all other persons, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of defense of any such claim, suit or action, and the investigation thereof. Nothing in this agreement shall be deemed to affect the rights, privileges and immunities of cities and counties as are set forth in Section 768.28, Florida Statutes.

7. User shall provide at its own cost and expense, a comprehensive liability insurance policy insuring the City against claims for bodily injury, death and property damage in the amount of no less than One Million Dollars ($1,000,000.00) for each occurrence, or another amount as determined by the City Manager. The City of Opa-locka shall be named as an additional insured under the terms of the policy and shall be provided with a standard form of certificate of insurance at least seven (7) days before the implementation of this Agreement, which shall contain a requirement for thirty (30) calendar days prior notice of cancellation to the City in the event of cancellation thereof.

8. User shall provide W-9 and E-Verify at least seven (7) days before the implementation of this Agreement.

9. User agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of, its operation under this Agreement. User further agrees that it shall be responsible for obtaining any and all licenses, permits, or certificates required to operate under this Agreement, including the costs associated therewith.

10. User agrees that it shall not discriminate against any person on the basis of race, color, religion or gender in its use of the aforementioned facilities.

11. User agrees that it shall not make, or permit to be made, any structural changes or improvements to the aforementioned facilities, except upon written approval of the City. Any changes or improvements made with written approval of the City shall remain as part of the facility at the end of the term of this Agreement.

12. User shall provide at each facility for the duration of each event, as indicated on Appendix "A", a First Aid kit in a form acceptable to the City. Evidence of such provision shall be provided to

the Parks and Recreation Director or his/her designee prior to the commencement of each activity, or as deemed necessary by the Parks and Recreation Director.

13. User shall require that all organization officials, board members, coaches, volunteers and instructors undergo Level 2 background screening prior to supervising children. The background screening shall be performed by a City vendor and paid for by the City.

14. User shall provide the Parks and Recreation Director with a calendar of activities for each specific sports activity. Each calendar shall be due to the director no later than thirty (30) days prior to the opening registration date and shall include (a) beginning and ending registration dates; (b) beginning practice dates; (c) beginning game dates; (d) scheduled end of season; (e) requested tournament dates and approximate number of teams in the appropriate divisions of each activity; (e) provide the City with any special maintenance requirements with at least seven (7) days prior notice.

## Obligations of City

15. City will provide daily maintenance of the rented gymnasium throughout the regular season, practices and games, as well as tournament preparations and maintenance.

16. City may, in its sole discretion, limit the use of the gymnasium to prevent overuse, misuse or abuse of the facility.

17. City reserves the right to determine the suitability of any particular facility for use under this Agreement. City shall bear no responsibility, nor shall User seek any redress, for User's inability to use a facility as provided herein, when, in the reasonable determination of the City, a facility (or facilities) is deemed to be unsuitable for use for any period of time.

18. At all times, City shall administer and enforce all applicable City codes, policies and procedures. City shall take such action as is necessary to prevent misuse of the facilities and/or misconduct by participants.

19. City reserves the right to cancel, reschedule or change the location for any activities held at any of the City's facilities. The City may attempt to provide an alternative location for User if facilities are not available, but City is under no obligation to provide such replacement facilities to User.

## Term of Agreement

20. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.

21. This Agreement shall be effective on a month-to-month basis for a twelve (12) month period to conclude at the end of the program as proposed herein. This Agreement may be renewed or

renegotiated; however, any such modifications shall not be binding upon either party unless made in writing and accepted by both parties. No oral modifications may be made to this Agreement

**Additional Provisions**

1. User acknowledges and agrees that if any organization official, board member, coach, volunteer or instructor has not successfully passed a Level II background screening prior to working with minors on City of Opa-Locka property, that person will be deemed to be trespassing on City property and may be subject to removal by law enforcement upon request by the City. Further, the City shall have the right, in its sole and absolute discretion, to terminate this Agreement immediately upon notice to the User.

2. Notwithstanding this Agreement, or any Agreement to the contrary, User acknowledges and agrees that in the event City and User desire to use a City facility at the same time, or in the event that any similar usage conflict develops, City shall have priority over User for the use of said facility.

3. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the City shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which the City may be entitled.

4. This Agreement and its attachments constitute the sole and only Agreement of the parties and sets forth the rights, duties, and obligations of each party. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

5. The services to be provided by the User pursuant to this Agreement shall be nonexclusive, and nothing shall preclude the City from engaging other persons or entities to provide similar services at the City's facilities.

6. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue shall be in Miami-Dade County, Florida.

7. User and its employees and agents shall be deemed to be independent and not City agents or employees. The User, its employees or agents shall not attain any rights or benefits under the City's retirement plan nor any rights generally afforded the City's classified or unclassified employees, nor shall User be deemed entitled to the Florida Workers' Compensation benefits as a City employee.

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:

_____ BY:_____

Joanna Flores, City Clerk John H. Taylor Jr., Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

_____ _____

Burnadette Norris-Weeks, P. A, City Attorney Shamecca Lawson, City Manager

WITNESSES:

_____ _____

Brittany Spencer, President
GENERATION NEXXT TRAINING INC
1695 Banks Road
Margate, FL 33063

_____

ATTEST:

_____

STATE OF FLORIDA )
) SS:

COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2025.

_____
NOTARY PUBLIC

My Commission Expires:

**APPENDIX "A"**
**SCOPE OF SERVICES**

User shall provide a FREE quarterly volleyball clinic for the community.

Location: Sherbondy Village Gymnasium

1. User shall furnish recreational/instructional services in the area of "Youth Sports Programming" through practices, games, and performances and a collaborative logo with the organization and the City's logo.

2. City will permit the User to utilize the multi-purpose courts or fields, during the following days and times: Monday and Tuesdays between 5:00 PM and 8:00 PM and the last Sunday of the month between 12:00 PM- 3:00 PM. User and the City Parks Department will have mutually acceptable schedule that shall be completed thirty (30) days before the 1st session. The proposed start date of this program is January 15, 2026. The on-going program is expected to run throughout January 14, 2027.

   (Volleyball Rental)
   **Sherbondy Village**
   **215 Perviz Avenue**
   **Opa-locka, FL 33054**

3. City reserves the right, in its sole exclusive discretion, to change the days and times that the City's facilities may be utilized by the User. In addition, the City reserves the right to establish and enforce limits on the number of hours and number of User's personnel that will be allowed to conduct services/instructional sessions within the facilities stated herein any particular day and time.

4. All of the User's clients must be considered positive members of society, in good standing with all laws, of the City, Miami-Dade County and State of Florida. City reserves the right to refuse User services to any client of the User who may be considered a threat of any type to any patron, volunteer, or staff of the City or inconsistent with the sound image of the City.

5. User will utilize its best efforts to promote the City of Opa-Locka in all of their games, practices, and/or performances throughout the State of Florida.

6. Unless otherwise agreed upon in writing by both User and the City, User shall promote and recruit from the residents of the City first and foremost and then spread to beyond the city limits for its Programs. City may position banners at both parks promoting the User's

programs. In such case, User will provide the banners and will be responsible for replacing the banners in case they are lost, stolen, or damaged. City reserves the right to remove the banners in case of any weather threats or because of inadequate signage. All banners must be approved by the City prior to being positioned.

7. User shall register all Program participants and collect and record any fees from Program participants. User will allocate ten (10) annual program scholarships (to include uniforms and tournament fees) for Opa-locka residents and will additionally donate 10 volleyballs within six months and a set of volleyball poles to the Parks and Recreation Department within one year, for long-term community use.

8. All organization's and visitor's vehicles shall be parked in the Park's parking lot. Violation of this condition may result in a fine ranging from $50 per incident to $250 or revocation of the permit.

9. User will be responsible for all transportation necessary to any away contests, performances, or other Program activities.

10. User shall be responsible for cleaning all utilized area after usage. Failure to comply will result in an additional cleaning surcharge fee ranging from $50.00 to $250.00 per occurrence depending on the severity of the offense.

11. A copy of the additional insured certificate must be made available with the approved facility permit no less than fifteen (15) days prior to the start of any intended programming. Additional requests may be made at the time of permitting by City staff.

12. User shall supply any and all awards for players and volunteers-if applicable.

13. User shall in all best efforts show involvement and active participation in all City events and activities.

14. User agrees to employ City residents, whenever possible, to assist in execution of program services.

15. Any new programs or additional usage requests for different uses must be made in writing and ratified as an amendment to this agreement prior to commencement of said program.

16. Use of alcohol or smoking is prohibited by User or any patrons associated with User's scheduled activity. All City ordinances, rules & regulations must be upheld by the User and program participants at all times.

17. The term of Agreement shall commence upon the date of execution hereof and shall remain in effect on a month-to-month period for until the completion of the program not to exceed twelve (12) months. Program will be evaluated at end of session in consideration for renewal of agreement and/or addition of programs.

18. User will be responsible for any (minor or major) damage to city property such as (assembly halls, concession areas, all-purpose fields, gazebos, fencing, bike path, etc.). User will be billed separately for any repairs needed during this agreement, whether accidental, negligent or any there other. If such action takes place, user will have thirty (30) days from the date of occurrence to make payment for repairs.

19. User will be responsible for any training of volunteers to properly instruct Program participants. Proper training is expected for each sport or activity in accordance with the governing body of such league or sporting organization that the Program is a part of.

20. User will be responsible for City Police Special Detail Fees to cover duration of rental in all occurrences in which attendees exceeds 50 people. User shall submit proof and approval of payment with signed affidavits from City of Opa-Locka Police Department."

21. City staff will open and close Park entrance gate(s) for User. No key to the Park and/or of the Park facility will be provided to User.

22. This field usage agreement is for the use of the Sherbondy Village Gymnasium only. Access to other parts of the Park facility is prohibited. This field usage permit does not include outdoor facilities, to include but not limited to concession stand, announcer's booth, and storage rooms.

23. All provisions of drinks and food shall be performed in the designated areas.

24. Only persons that undergo the City's background screening successfully will be allowed in the gymnasium to coach or work with the children in the Park at all times.

25. Only persons issued City's volunteer ID card shall be on the field to coach or work with the children in the Park at all times, violation of this condition shall result in a fine ranging from $50 per incident to $250 or revocation of the permit.

**2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L23000557091

**Entity Name:** WE MAKE FOOTBALLERS MIAMI LLC

**FILED**
**Apr 28, 2025**
**Secretary of State**
**5193281142CC**

**Current Principal Place of Business:**

2413 MAIN ST
UNIT 514
MIRAMAR, FL 33025

**Current Mailing Address:**

2413 MAIN ST
UNIT 514
MIRAMAR, FL 33025 US

**FEI Number: 99-0420641**

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

DARE, PETER
2413 MAIN ST
UNIT 514
MIRAMAR, FL 33025 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: _____

Electronic Signature of Registered Agent — Date

**Authorized Person(s) Detail :**

| | |
|---|---|
| Title | CEO |
| Name | DARE, PETER |
| Address | 2413 MAIN ST, UNIT 514 |
| City-State-Zip: | MIRAMAR FL 33025 |

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: PETER DARE — OWNER — 04/28/2025

Electronic Signature of Signing Authorized Person(s) Detail — Date

**PRACTICE THIRD PARTY CERTIFICATE OF INSURANCE**
**AMATEUR ATHLETIC UNION OF THE U.S., INC.**

**CERTIFICATE HOLDER**
Sherbondy Park
380 Bahman Ave
Opa Locka, FL 33054

**COVERAGE DATES:**
12/31/2025 - 8/31/2026

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s) , authorized representative or producer, and the certificate holder.

**PRODUCER**
Foy Insurance a division
World Insurance
64 Portsmouth Ave
Exeter NH 03833

**INSURED**
Amateur Athletic Union of the U.S., Inc.
Walt Disney World Resort
P.O. Box 22409
Lake Buena Vista, FL 32830-1000
(407) 934-7200

**MEMBER CLUB INSURED**
Generation Nexxt Training
15600 W Bunche Park Dr, Miami Gardens, FL 33054
Opa Locka, FL, 33054

**CERTIFICATE ID:** PLRMDR6322
**CLUB CODE:** UD83UU2AD

**INSURER(S) AFFORDING COVERAGE**

Company **A** United State Fire Insurance Company NAIC# 21113
Company **B** Everest National Insurance Company NAIC # 10120
Company **C** HDI Global Specialty SE NAIC# AA-1340041

*For box below, INSR LTR refers to Company A, B, or C.

**COVERAGES -** This is to certify that the policy(ies) 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 policy(ies) described herein is subject to all the terms, exclusions, and conditions of such policy(ies), limits shown may have been reduced by paid claims.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | COVERAGE EFF. DATE (MM/DD/YY) | COVERAGE EXP. DATE (MM/DD/YY) | COVERAGES | LIMITS |
|---|---|---|---|---|---|---|
| A | Participant Accident | US1182736 | 9/01/202512:01 AM. | 9/01/2026 12:01 AM. | Accident Medical<br>Accidental Death and Dismemberment | 100,000<br>20,000 |
| B | Excess Liability | GCN0012707-251 | 9/01/2025 12:01 AM. | 9/01/2026 12:01 AM. | Each Occurrence<br>Policy Aggregate | 1,000,000<br>1,000,000 |
| C | Excess Liability | 25QS1244 | 9/01/2025 12:01 AM. | 9/01/2026 12:01 AM. | Each Occurrence<br>Policy Aggregate | 4,000,000<br>4,000,000 |
| B | General Liability | GCN0012693-251 | 9/01/2025 12:01 AM. | 9/01/2026 12:01 AM. | Each Occurrence Limit<br>General Aggregate Limit<br>Participant Legal Liability<br>Personal and Advertising Injury Limit<br>Products-Completed Operations Aggregate<br>Fire Damage to premises Rented to You<br>Policy Aggregate Cap<br>Medical Expenses Limit (Any One Person)<br>Abuse or Molestation Incident<br>Abuse or Molestation Aggregate | 1,000,000<br>3,000,000<br>1,000,000<br>1,000,000<br>3,000,000<br>1,000,000<br>20,000,000<br>5,000<br>1,000,000<br>2,000,000 |

**ADDITIONAL INFORMATION / RESTRICTIONS / SPECIAL ITEMS**

Coverage applies to Generation Nexxt Training , License # PLRMDR6322 AAU Practice License 2026
from 12/31/2025 through 8/31/2026, for the gross negligence and/or liabilities of the AAU Club(s) or registered members.

For said club to have coverage, all membership requirements in the AAU must be met.
Primary non-contributory applies as per attached endorsement ECG 24 520 04 02.
Waiver of Transfer of Rights of Recovery Against Other to Us applies per attached Endorsement ECG 24 522 04 02.
The Certificate holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, subject to the provisions and limitations of the policy(ies), attached CG 20 11 04 13 applies.

**CANCELLATION** – Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. But, failure to mail such notices shall impose no obligation for liability of any kind upon the insurer, its agents or representatives.
**REVOCATION OF MEMBERSHIP** - will result in cancellation of coverage.

**FACILITY OWNER SHOULD VERIFY THIS CERTIFICATE.**
**Go to www.aausports.org , Membership, Insurance, Issued Third Party Certificates, Insert member club code**

FACILITY OWNER
THIS CERTIFICATE
IS VALID FOR
PRACTICES ONLY.

Authorized Representative

**Certificate No.** URPVZ682HPJ72

3

inscertfacility.rpt

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

## SCHEDULE

Designation Of Premises (Part Leased To You):
All locations owned, operated or leased by Name Of Person(s) Or Organization(s) listed below

**Name Of Person(s) Or Organization(s) (Additional Insured):**

Sherbondy Park
380 Bahman Ave
Opa Locka, FL 33054

**Event:** AAU Practice License 2026

**Date:** 12/31/2025 through 8/31/2026

**Additional Premium: $ N/A**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

**1.** Any "occurrence" which takes place after you cease to be a tenant in that premises.

**2.** Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

**1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section Ill - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

FACILITY OWNER
CERTIFICATE
THIS CERTIFICATE
IS VALID FOR
PRACTICE ONLY


© Insurance Services Office, Inc., 2012

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL - OTHER INSURANCE (PRIMARY NONCONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A.** Paragraph **a. Primary Insurnce of 4. Other In-surance of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below, except that we will not seek contribution from any party with whom you have agreed in a written contract of agrement that this insurance will be primary and noncontributory, if the written contract of agreement was made prior to the subject "occurrence" or offense.

FACILITY OWNER. THIS CERTIFICATE IS VALID FOR PRACTICES ONLY.


**Includes copyrighted material of Insurance Services Office, Inc., with its permission**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your operations or "your work" done under a written agreement that requires you to waive your rights of recovery. The written agreement must be made prior to the date of the "occurrence". This waiver applies only to the person or organization shown in the Schedule above.

FACILITY OWNER: THIS CERTIFICATE IS VALID FOR PRACTICES ONLY.

 **Includes copyrighted material of Insurance Services Office, Inc., with its permission** 

Sponsored by: City Manager

**RESOLUTION NO. 25-XXX**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A TEMPORARY USE PERMIT FOR THE VACANT PROPERTY LOCATED AT 13449 NW 42 AVENUE, OPA-LOCKA, FLORIDA, IDENTIFIED BY FOLIO NO. 08-2120-004-0060 TO ALLOW THE OPERATION OF A TRUCK PARKING BUSINESS ON THE PAVED LOT, AND UTILIZING A CONTAINER STORAGE AS AN ON-SITE OFFICE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** pursuant to City of Opa-Locka ("City") Land Development Regulations, specifically Ordinance 15-31, Section 22-119, pertaining to temporary use permits; and

**WHEREAS**, the applicant, Daniel S. Whitebook, on behalf of Atlantic Hosiery, located at 13449 NW 42nd Avenue, Opa-locka, Florida, has submitted an application for a Temporary Use Permit pursuant to the City's Land Development Regulations; and

**WHEREAS**, the applicant seeks approval to allow a truck parking business on a vacant paved lot, utilizing a container structure as the office for the operation; and

**WHEREAS**, the subject property is identified by Miami-Dade County Property Appraiser's Office as Folio No. 08-2120-004-0060; and

**WHEREAS**, the proposed temporary uses are consistent with the intent of the City's Comprehensive Plan and Land Development Regulations and will not adversely impact public health, safety, or welfare and is in accordance with the City of Opa-locka's Land Development Regulations, Ordinance 15-31, Section 22-119 Temporary Use Permit; and

**WHEREAS**, the Planning and Zoning Department has reviewed the application and recommends approval subject to conditions to ensure compatibility with surrounding uses and compliance with applicable regulations.

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

**Section 1. Incorporation of Recitals**

The recitals to the preamble herein are incorporated by reference.

**Section 2. Approval of Temporary Use Permit**

The City Commission hereby approves the Temporary Use Permit for the property identified by Folio No. 08-2120-004-0060 to allow: Truck parking on the vacant paved portion of the lot.

**Section 3. Conditions of Approval**

This approval is subject to the following conditions:

a) The Temporary Use Permit shall be valid for a period not to exceed twelve (12) months from the date of issuance, unless extended by the City Commission.
b) The applicant shall obtain all required licenses, permits, and inspections prior to commencement of operations.
c) The container office shall comply with applicable building codes, including anchoring, electrical, and accessibility standards, and shall be screened or landscaped to minimize visual impact.
d) No overnight habitation shall be permitted on the site.
e) The truck parking area shall include appropriate signage, lighting, and security measures, and shall not obstruct public rights-of-way or adjacent properties.

**Section 4. Conflicts**

All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 5. Severability**

If any section, clause, or provision of this resolution is declared invalid or unconstitutional by a court of competent jurisdiction, the remaining provisions shall not be affected and shall remain in full force and effect.

**Section 6. Effective Date**

This Resolution shall take effect immediately upon adoption and is subject to the

**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 _____

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# City of Opa-locka
# Agenda Cover Memo

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Department Director:** | Gregory D. Gay | | | **Department Director Signature:** | Signed by: Sha'mecca Lawson F4489A0D7D63447 | | |
| **City Manager:** | Sha'mecca Lawson | | | **CM Signature** | | | |
| **Commission Meeting Date:** | January 14, 2026 | | **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** / **No** |
| | | | | | X | | |
| **Funding Source:** *Account:* | *(Enter Fund & Dept)* Ex: See Financial Impact section below | | **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:** | | **Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)* | | |
| | X | | **Enhance Organizational** ☐<br>**Bus. & Economic Dev** ■<br>**Public Safety** ☐<br>**Quality of Education** ☐<br>**Qual. of Life & City Image** ■<br>**Communication** ☐ | | Bus. & Economic Development<br>Qual. of Life & City Image | | |
| **Sponsor Name** | City Manager | | **Department:** | | Planning & Community Development | | |

## Short Title:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA APPROVING A TEMPORARY USE PERMIT FOR THE VACANT PROPERTY IDENTIFIED BY FOLIO 08-2120-004-00060 TO ALLOW THE OPERATION OF A TRUCK PARKING BUSINESS ON THE PAVED LOT AND A CONTAINER STRUCTURE AS AN ON-SITE OFFICE.**

## Staff Summary:

Daniel S. Whitebook, on behalf of Atlantic Hosiery, located at 13449 NW 42nd Avenue, Opa-locka, Florida, has applied for a Temporary Use Permit pursuant to the City of Opa-locka Land Development Regulations (Zoning Code). The applicant seeks approval to operate a truck parking business on a vacant, paved lot, utilizing a container structure as an on-site office. The subject property is identified by the Miami-Dade County Property Appraiser's Office as Folio No. 08-2120-004-0060.

The proposed temporary use is consistent with the intent of the City's Comprehensive Plan and Land Development Regulations and will not adversely impact the public health, safety, or welfare. The

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request complies with the City of Opa-locka Land Development Regulations, specifically Ordinance No. 15-31, Section 22-119, governing Temporary Use Permits.

The Planning and Community Development Department has reviewed the application and determined that the applicant has submitted all information required under Section 22-55(I) of the City of Opa-locka Land Development Code for proper consideration by the Planning and Zoning Board.

The Planning and Zoning Board considered the request at a duly noticed public hearing held on November 4 , 2025, and recommended approval of the Temporary Use Permit by a vote of 3-1.

## Financial Impact:

**Financial Impact-** The approval of this Resolution will not have an immediate financial impact on City Administration. However, in future fiscal years it will add to the city's taxable base for increase property tax revenues as well as occupational license revenues and permit fees.

## Proposed Action:

Staff recommend approval of the Temporary Use Permit Request.

## Attachment:

Draft Resolution
Planning & Zoning Board Application Package

Received:
By:
Date:

# PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
# TEMPORARY USE PERMIT APPLICATION

**TOTAL FEES: $_____New Fees as of December 13, 2017**

1. All individuals seeking to appear before the Planning & Zoning Board must submit a complete Planning & Zoning Board application, with the required documents and fees totaling (as established by ordinance), paid by check or money order to the City of Opa-locka. Failure to submit all documents and fees will result in your case not being scheduled to be heard at a meeting.

2. If the applicant seeking to appear before the Planning & Zoning Board is not the property owner he must provide an affidavit of authorization from the property owner.

3. All regular meetings are held on the first Tuesday of each month at the City of Opa-locka City Commission Chambers, Meeting Time 7:00 P.M. *(time and location are subject to change, please check with the Planning and Community Development Department for exact time and location of the meetings).*

4. Application package must include all required documents per checklist and fees of The City of Opa-locka. The application will be reviewed by the Department and will be scheduled for the next P&Z meeting upon finding of sufficiency.

5. You are required to complete and return this application along with all the information and documentation (see page 2 check list) requested to the:

   City of Opa-locka
   Planning & Community Development Department
   780 Fishermen Street 4th floor
   Opa-locka, FL 33054
   Telephone: 305-953-2868, Ext. 1503
   Facsimile: 305-953-3060

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

# PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
# TEMPORARY USE PERMIT APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: _____ DATE RECEIVED: _____

PROPERTY OWNER'S NAME: Daniel S. Whitebook / RND Headquarters

PROPERTY OWNER'S ADDRESS: 13449 NW 42nd Ave Opa-Locka, FL 33054
Number/Street City State/Zip Code

APPLICANT'S NAME: Daniel S. Whitebook

APPLICANT'S ADDRESS: 13449 NW 42nd Ave Opa-Locka FL 33054
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE 305-428-1111 HOME _____ OTHER _____

SUBJECT PROPERTY ADDRESS: _____
Number/Street

TAX FOLIO NUMBER: 08-2120-004-0060 PRESENT ZONING: _____

LEGAL DESCRIPTION: _____

_____

Please check specific request:

___Tentative Plat
___Final Plat
___Comprehensive Plan Amendment: ___Small Scale; ___Large Scale *(please specify type of amendment below)*
___ Rezoning
___Drainage Plan
___Fill Permit Request
___Preliminary Site Plan Review
___Final Site Plan Review
___Conditional Use Permit – No Plans
___ Conditional Use Permit – With Plans
___Special Exception – No Plans
___Special Exception – With Plans
___Development Agreement
___Restrictive Covenant
X Other – Please specify: Temporary Use Permit

Add any additional information that may be of importance to this request:

_____

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

# PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
# TEMPORARY USE PERMIT APPLICATION
## (Checklist)

**Applications will not be accepted without the following data. For a public hearing, all items below are necessary and must be submitted.**

_____Completed application form

_____Application fee payable to the City of Opa-locka by check, cashier's check or money order

_____Copy of property owner's and/or applicant's photo not including a driver's license also provide Incorporation Documents (Inc., LLC, ...)

_____Affidavit (**see below**), and power of attorney of the property owner (**page 3**) (**Both must be Notarized**)

_____ A completed Neighborhood Petition form (attached) with the signature of each property owner in front, in the rear, to the left and to the right of the subject property, indicating his or her support for the proposed project. (Must include name, address, folio and phone number).

_____All preliminary and final site plans, along with property survey, signed and notarized application(s) must be submitted on flash drive in PDF format.

_____Fifteen (15) certified boundary and topographic surveys of the property (two copies size 36 x 24 inches & 13 copies 11 x 17 inches). (The submitted property survey must not exceed a maximum of two (2) years from date created in order to be considered acceptable by the City of Opa-locka)

_____Fifteen (15) copies of Site Development Plan showing all drainage, water, sewer, structures, landscaping and parking in accordance with the City's zoning ordinance; (two copies size 36 x 24 inches & 13 copies size 11 x 17 inches & at least 7 original Sealed Copies)

_____Map showing parcel to be considered and all properties' legal descriptions thereof, within 375' radius of said parcel. Map to be 1" = 100" scale. Owner's name, address, folio number and legal description on each parcel (Original and 2 copies size of document to accommodate scale) For Public

_____Narrative concept must be submitted with application.

## AFFIDAVIT

I, Daniel S. Whitebrook, being first duly sworn, depose and say that I am the **OWNER** of the property, and I understand that this application must be complete and accurate before a public hearing can be advertised.

Signature

06/11/2025
Date

ISIS MICHELLE LLORENS
Notary Public - State of Florida
Commission # HH 284659
My Comm. Expires Jul 5, 2026

Sworn to and subscribed before me:

This 11th day of June 2025

Notary Public

My commission expires July 5th, 2026

Attach copy of identification

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

## PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
## TEMPORARY USE PERMIT APPLICATION

### POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From:
Daniel S. Whitebook / BND Headquarters

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I Daniel S. whitebook, being first duly sworn, depose and say that I am the owner of the property legally described as: 08-2120-004-0060

I do give to Raul Ekneiro the power of Attorney and authority to speak in my behalf in reference to the above described property. Further, by affixing my notarized signature to this document, I also authorize Raul Ekneiro to negotiate and commit to the City Commission and City Administration in my behalf. I will abide by all final determinations of the City Commission and City Administration.

Signature

06/11/2025
Date

Sworn to and subscribed before me:

This 11th day of June, 2025

Notary Public

ISIS MICHELLE LLORENS
Notary Public - State of Florida
Commission # HH 284659
My Comm. Expires Jul 5, 2026

My commission expires: July 5th, 2026

**Attach copy of identification**

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

**PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT**
**TEMPORARY USE PERMIT APPLICATION**
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 13449 Nw 42nd Ave Ola-Locka FL 33054

LEGAL DESCRIPTION: _____

I SUPPORT THIS DEVELOPMENT REQUEST X

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: Daniel S. Whitebook PHONE: 305-428-1111

ADDRESS (If different): _____

Signature

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

**ADMINISTRATIVE SITE PLAN REVIEW APPLICATION**
**NEIGHBORHOOD PETITION**

RE: PROPERTY SITE ADDRESS: 4130 NW 135th Street Opalocka, FL 33054

LEGAL DESCRIPTION: Mechanic

I SUPPORT THIS DEVELOPMENT REQUEST X

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: Carlos Perez PHONE: 305-687-0159

ADDRESS (If different): 4130 NW 135th Street Opalocka, FL 33054

Signature

Reference to Land Development Regulations: Ordinance 15-31
Sections: 22-49; 22-55; 22-56; 22-112)

**ADMINISTRATIVE SITE PLAN REVIEW APPLICATION**
**NEIGHBORHOOD PETITION**

RE: PROPERTY SITE ADDRESS: 4110 NW 135 Opalocka FL 33054

LEGAL DESCRIPTION: Mechanic

I SUPPORT THIS DEVELOPMENT REQUEST X

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: William Redinson PHONE: 786-482-1018

ADDRESS (If different): 4110 NW 135 St Opalocka FL 33054

Signature

Reference to Land Development Regulations: Ordinance 15-31
Sections: 22-49; 22-55; 22-56; 22-112)

**ADMINISTRATIVE SITE PLAN REVIEW APPLICATION**
**NEIGHBORHOOD PETITION**

RE: PROPERTY SITE ADDRESS: _____

LEGAL DESCRIPTION: Body Shop

I SUPPORT THIS DEVELOPMENT REQUEST X

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: DANIELY GUERRA PHONE: 786-314-1032

ADDRESS (If different): 4133 NW 135th STREET, OPA LOCKA, 33054

Signature

Reference to Land Development Regulations: Ordinance 15-31
Sections: 22-49; 22-55; 22-56; 22-112)

**Letter of Intent for Use of Vacant Lot with Folio #08-2120-004-0060**

To Whom It May Concern,

This Letter of Intent ("LOI") serves to outline our proposed use for the lot located across the street from 13449 Nw 42nd Ave Opa Locka, FL 33054. The property will be utilized for dual commercial purposes and will include temporary support structures to facilitate operations.

## Proposed Uses:

1. **Truck Parking Operations**
   A designated portion of the lot will be used for parking commercial trucks on a regular basis. All truck-related activities will comply with applicable local, environmental, and zoning regulations.

2. **Window Tint Business**
   A tenant will operate a window tinting business from the lot, providing services to both personal and commercial vehicles. Business hours will remain within standard daytime operating hours.

## Temporary Structures and Support Elements:

To support the activities mentioned above, the following structures and equipment will be placed on the property:

- **Two Canopy Structures**:
  - One **in the northwest corner** of the lot, to support truck parking and related operations.
  - One **in the east corner** of the lot, serving the window tint business as a covered workspace.

  These canopies will be temporary, open-sided structures and will be properly secured, maintained, and compliant with local regulations.

- **Storage Containers**:
  One or more secure storage containers will be placed on-site for tools, equipment, and operational materials.

- **Mobile Office Trailers**:
  Two trailers will be installed on the lot to serve as a mobile office for administrative functions, dispatch coordination, and operational oversight.

All site elements will be installed and maintained in accordance with applicable zoning codes, permitting requirements, and safety standards. We are committed to keeping the lot clean, organized, and operating in a professional and compliant manner.

Please let us know if any additional information, site drawings, or documentation are required to move forward with this proposal. We are fully committed to cooperating with the appropriate agencies to ensure all approvals are met.

Sincerely,
Daniel S. Whitebook
Property Owner
RND Headquarters

This instrument prepared by:
Robert A. Brandt, Esq.
Robert A. Brandt, P.A.
696 N.E. 125th Street
North Miami, Florida 33161

CFN 2008R0731186
OR Bk 26557 Pgs 4047 - 4048; (2pgs)
RECORDED 09/08/2008 13:33:51
DEED DOC TAX 40,800.00
SURTAX 30,600.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

After recording return to:
Myriam K. Louis, Esq.
Smoler, Lerman, Bente & Whitebook, P.A.
2611 Hollywood Blvd
Hollywood, FL 33020

Property Appraisers Parcel I.D. (Folio) Number: 08-2129-016-0010 & 08-2120-004-0060
NOTE TO CLERK OF COURT:
PROPERTY: COMMERCIAL/OFFICE BLDG
CONSIDERATION PAID $6,800,000.00
DOCUMENTARY STAMPS DUE:$40,800.00
SURTAX DUE: $30,600.00

---

# SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 26 day of August 2008 by **ST IVES INC FLORIDA, a Florida corporation, formerly known as ST. IVES INC. AVANTI, A FLORIDA CORPORATION, successor by merger to ST. IVES INC. HOLLYWOOD, a Florida corporation, successor by merger to ST. IVES INC. AVANTI, a Florida corporation, formerly known as AVANTICASE-HOYT, INC., a Florida corporation formerly known as AVANTI PRESS, INC., a Florida corporation** (the "Grantor"), whose mailing address is 2025 McKinley Street, Hollywood, FL 33020 to **RND Headquarters, LLC, a Florida limited liability company** (the "Grantee") whose mailing address is 4700 NW 142nd Street, Miami, Florida 33054.

W I T N E S S E T H:

**WITNESSETH:** That Grantor, for and in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration, to said Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, hereby granted, bargained, sold, and conveyed and by these presents grants, bargains, sells, and conveys to Grantee, and Grantee's heirs, successors and assigns forever, the following parcel of land (the "Real Property"), situated, located, lying and being in Miami-Dade County, Florida, described as follows:

**Lot A, Avanti, according to the plat thereof as recorded in Plat Book 142, Page 33, Public Records of Miami-Dade County, Florida.**

**And**

**The East 40.92 feet of Lot 22 less the South 300.70 feet and less the North 171.63 feet and the South 5 feet of Lot 29, all of Lots 30, 31, 32, 33 and 34, Block 207, Section Four Income Gardens, according to the Plat thereof as recorded in Plat Book 31, Page 8, Public Records of Miami-Dade County, Florida.**

This conveyance is made subject to the following matters, but, only to the extent they are currently valid and enforceable against the Real Property: (a) all rights-of-ways and easements of record, (b) real estate taxes for 2008 and subsequent years, (c) all restrictions, covenants and conditions, reservations, mineral severances, without



WILL CALL - TRI-COUNTY
Smoler, Lerman, Bente & Whitebook, PA
2611 Hollywood Boulevard
Hollywood, FL 33020

intending to reimpose same, and (d) zoning ordinances, laws, restrictions, prohibitions, limitations and conditions imposed or required by governmental authority, if any.

**Together** with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the Real Property in fee simple forever, subject to the matters herein set forth, unto Grantee, its successors and assigns, forever, and Grantor binds itself and its successors and assigns and hereby covenants with said grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land, as set forth herein and will forever defend all and singular the Real Property, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by and through or under Grantor, but, not otherwise.

Whenever the context of this Special Warranty Deed requires (a) the singular nouns and pronouns include the plural, (b) any gender includes the other genders, and (c) the term "successors and assigns" includes legal representatives, heirs, executors, administrators, successors and assigns.

**IN WITNESS WHEREOF,** Grantor has executed this special warranty deed the day and year first above written.

Signed, ~~sealed~~ and delivered
in presence of:

Lydia Novoa

Print Name: Lydia Novoa

Claudia Lopez

Print Name: Claudia Lopez

GRANTOR:

**ST IVES INC FLORIDA, a Florida corporation** formerly known as **ST. IVES INC. AVANTI, A FLORIDA CORPORATION,** successor by merger to **ST. IVES INC. HOLLYWOOD, a Florida corporation,** successor by merger to **ST. IVES INC. AVANTI, a Florida corporation,** formerly known as **AVANTICASE-HOYT, INC., a Florida corporation** formerly known as **AVANTI PRESS, INC., a Florida corporation**

By: _____
Wayne R. Angstrom, President

STATE OF FLORIDA )
)
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 28 day of August 2008, by Wayne R. Angstrom, as President of **ST IVES INC FLORIDA, a Florida corporation, formerly known as ST. IVES INC. AVANTI, A FLORIDA CORPORATION, successor by merger to ST. IVES INC. HOLLYWOOD, a Florida corporation, successor by merger to ST. IVES INC. AVANTI, a Florida corporation, formerly known as AVANTICASE-HOYT, INC., a Florida corporation formerly known as AVANTI PRESS, INC., a Florida corporation** on behalf of the company, he is personally known to me or has produced H. Drivers Lic as identification.

Lydia Novoa
Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____
Commission No. _____

Notary Public State of Florida
Lydia Novoa
My Commission DD605063
Expires 12/22/2010

ST IVES INC FLORIDA
Special Warranty Deed

intending to reimpose same, and (d) zoning ordinances, laws, restrictions, prohibitions, limitations and conditions imposed or required by governmental authority, if any.

**Together** with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the Real Property in fee simple forever, subject to the matters herein set forth, unto Grantee, its successors and assigns, forever, and Grantor binds itself and its successors and assigns and hereby covenants with said grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land, as set forth herein and will forever defend all and singular the Real Property, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by and through or under Grantor, but, not otherwise.

Whenever the context of this Special Warranty Deed requires (a) the singular nouns and pronouns include the plural, (b) any gender includes the other genders, and (c) the term "successors and assigns" includes legal representatives, heirs, executors, administrators, successors and assigns.

**IN WITNESS WHEREOF,** Grantor has executed this special warranty deed the day and year first above written.

Signed, ~~sealed~~ and delivered
in presence of:

Lydia Novoa

Print Name: Lydia Novoa

Claudia Lopez

Print Name: Claudia Lopez

GRANTOR:

**ST IVES INC FLORIDA, a Florida corporation** formerly known as **ST. IVES INC. AVANTI, A FLORIDA CORPORATION,** successor by merger to **ST. IVES INC. HOLLYWOOD, a Florida corporation,** successor by merger to **ST. IVES INC. AVANTI, a Florida corporation,** formerly known as **AVANTICASE-HOYT, INC., a Florida corporation** formerly known as **AVANTI PRESS, INC., a Florida corporation**

By: _____
Wayne R. Angstrom, President

STATE OF FLORIDA )
)
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 26 day of August 2008, by Wayne R. Angstrom, as President of **ST IVES INC FLORIDA, a Florida corporation, formerly known as ST. IVES INC. AVANTI, A FLORIDA CORPORATION, successor by merger to ST. IVES INC. HOLLYWOOD, a Florida corporation, successor by merger to ST. IVES INC. AVANTI, a Florida corporation, formerly known as AVANTICASE-HOYT, INC., a Florida corporation formerly known as AVANTI PRESS, INC., a Florida corporation** on behalf of the company, he is personally known to me or has produced H. Drivers Lic as identification.

Lydia Novoa
Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____
Commission No. _____

Notary Public State of Florida
Lydia Novoa
My Commission DD605063
Expires 12/22/2010

ST IVES INC FLORIDA
Special Warranty Deed

Sunbiz.org Division of Corporations
an official State of Florida website



# Detail by Entity Name

Florida Limited Liability Company
RND HEADQUARTERS, LLC

**Filing Information**

| | |
|---|---|
| **Document Number** | L08000073133 |
| **FEI/EIN Number** | 26-3160194 |
| **Date Filed** | 07/30/2008 |
| **State** | FL |
| **Status** | ACTIVE |

**Principal Address**

13449 N. W. 42ND AVENUE
OPA LOCKA, FL 33054

Changed: 01/11/2010

**Mailing Address**

13449 N. W. 42ND AVENUE
OPA LOCKA, FL 33054

Changed: 01/11/2010

**Registered Agent Name & Address**

LOUIS, MYRIAM KESQ
2611 HOLLYWOOD BLVD
HOLLYWOOD, FL 33020

**Authorized Person(s) Detail**

**Name & Address**

Title MGRM

WHITEBOOK, DANIEL S
13449 N. W. 42ND AVENUE
OPA LOCKA, FL 33054

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2022 | 03/18/2022 |
| 2023 | 03/30/2023 |
| 2024 | 04/17/2024 |

## Document Images

| | |
|---|---|
| 04/17/2024 -- ANNUAL REPORT | View image in PDF format |
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| 01/11/2010 -- ANNUAL REPORT | View image in PDF format |
| 02/09/2009 -- ANNUAL REPORT | View image in PDF format |
| 07/30/2008 -- Florida Limited Liability | View image in PDF format |

Florida Department of State, Division of Corporations

**2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L08000073133

**FILED**
**Apr 17, 2024**
**Secretary of State**
**2649442813CC**

**Entity Name:** RND HEADQUARTERS, LLC

**Current Principal Place of Business:**

13449 N. W. 42ND AVENUE
OPA LOCKA, FL 33054

**Current Mailing Address:**

13449 N. W. 42ND AVENUE
OPA LOCKA, FL 33054

**FEI Number: 26-3160194**

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

LOUIS, MYRIAM KESQ
2611 HOLLYWOOD BLVD
HOLLYWOOD, FL 33020 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: _____

Electronic Signature of Registered Agent — Date

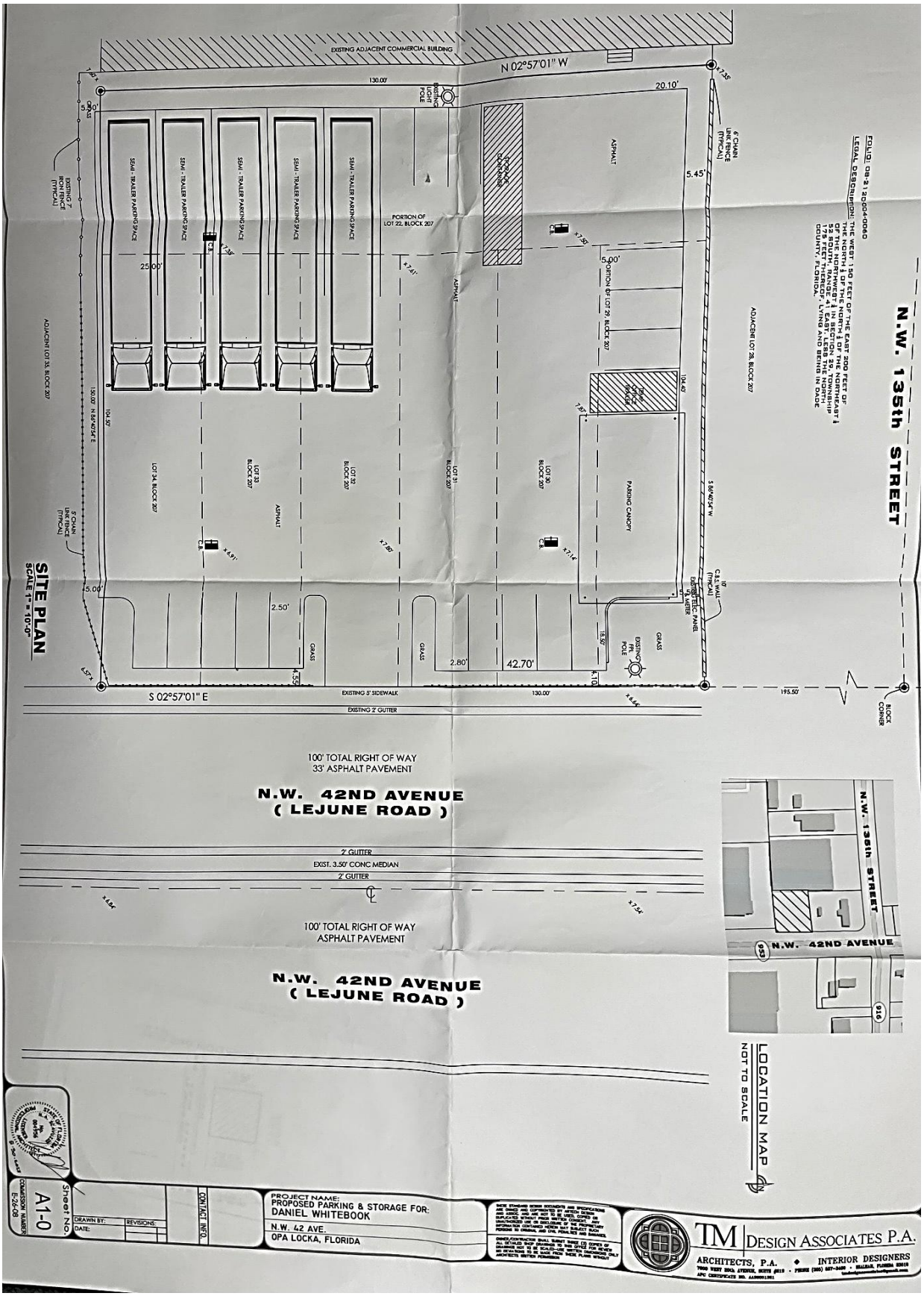
**Authorized Person(s) Detail :**

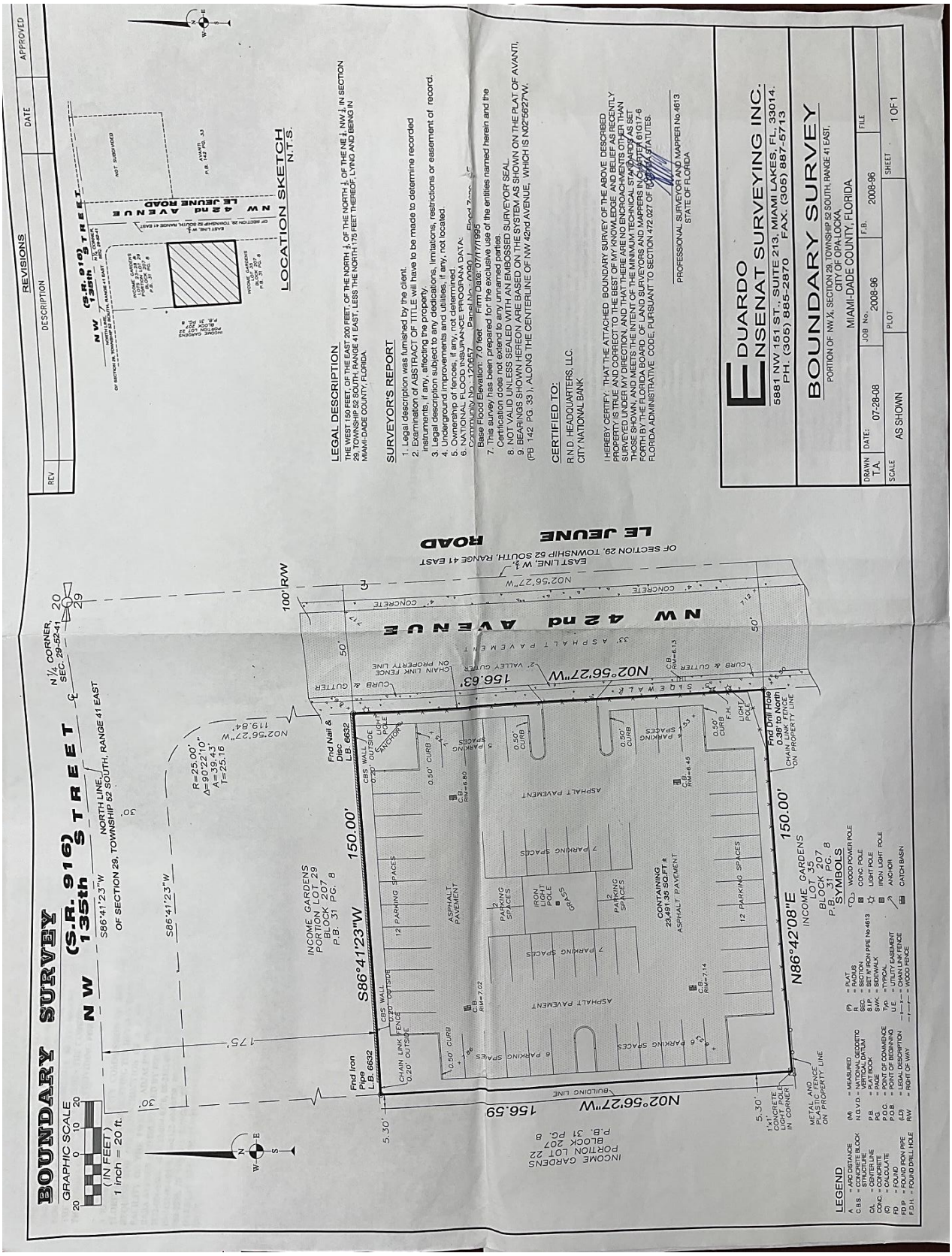
| | |
|---|---|
| Title | MGRM |
| Name | WHITEBOOK, DANIEL S |
| Address | 13449 N. W. 42ND AVENUE |
| City-State-Zip: | OPA LOCKA FL 33054 |

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: DANIEL S. WHITEBOOK — MGRM — 04/17/2024

Electronic Signature of Signing Authorized Person(s) Detail — Date


SITE PLAN
SCALE 1" = 10'-0"
N.W. 135th STREET
N.W. 42ND AVENUE
( LEJUNE ROAD )
100' TOTAL RIGHT OF WAY
33' ASPHALT PAVEMENT
100' TOTAL RIGHT OF WAY
ASPHALT PAVEMENT
EXISTING ADJACENT COMMERCIAL BUILDING
N 02°57'01" W
S 02°57'01" E
130.00'
195.50'
20.10'
5.45'
5.00'
2.50'
2.80'
42.70'
25.00'
SEMI - TRAILER PARKING SPACE
STORAGE CONTAINER
PARKING CANOPY
ASPHALT
GRASS
EXISTING 5' SIDEWALK
EXISTING 2' GUTTER
2' GUTTER
EXIST. 3.50' CONC MEDIAN
LOCATION MAP
NOT TO SCALE
Sheet No. A1-0
PROJECT NAME:
PROPOSED PARKING & STORAGE FOR:
DANIEL WHITEBOOK
N.W. 42 AVE.
OPA LOCKA, FLORIDA
TM DESIGN ASSOCIATES P.A.
ARCHITECTS, P.A. ◆ INTERIOR DESIGNERS


BOUNDARY SURVEY
GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.
NW 135th STREET (S.R. 916)
S86°41'23"W
NORTH LINE, OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
N¼ CORNER SEC. 29-52-41
R=25.00'
Δ=90°22'10"
A=39.43'
T=25.16
N02°56'27"W
119.84'
INCOME GARDENS PORTION LOT 29 BLOCK 207 P.B. 31 PG. 8
150.00'
S86°41'23"W
175'
30'
Fnd Iron Pipe LB. 6632
Fnd Nail & Disc LB. 6632
CHAIN LINK FENCE 0.20' OUTSIDE
CBS WALL 0.20' OUTSIDE
LIGHT POLE
SIDEWALK
CURB & GUTTER
CHAIN LINK FENCE ON PROPERTY LINE
Fnd Drill Hole 0.38' to North
N86°42'08"E
INCOME GARDENS LOT 35 BLOCK 207 P.B. 31 PG. 8
156.59
N02°56'27"W
156.63'
N02°56'27"W
100' R/W
NW 42nd AVENUE
LE JEUNE ROAD
EAST LINE, W ½ OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
CONCRETE
ASPHALT PAVEMENT
2' VALLEY GUTTER
CHAIN LINK FENCE ON PROPERTY LINE
BUILDING LINE
ASPHALT PAVEMENT
CONTAINING 23,487.35 SQ.FT.± ASPHALT PAVEMENT
12 PARKING SPACES
7 PARKING SPACES
6 PARKING SPACES
IRON PIPE FOUND
GRASS
C.B. RIM=7.02
C.B. RIM=6.80
C.B. RIM=7.14
C.B. RIM=6.45
C.B. RIM=6.13
0.50' CURB
5.30'
1'x1' CONCRETE LIGHT POLE IN CORNER
METAL AND PLASTIC FENCE ON PROPERTY LINE
INCOME GARDENS PORTION LOT 22 BLOCK 207 P.B. 31 PG. 8
LEGEND
A = ARC DISTANCE
C.B.S. = CONCRETE BLOCK STRUCTURE
CL = CENTER LINE
CONC. = CONCRETE
CALC. = CALCULATE
FD = FOUND
FD P = FOUND IRON PIPE
F.D.H. = FOUND DRILL HOLE
(M) = MEASURED
N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM
P.B. = PLAT BOOK
P.L. = PROPERTY LINE
P.O.C. = POINT OF COMMENCE
P.O.B. = POINT OF BEGINNING
(LD) = LEGAL DESCRIPTION
R/W = RIGHT OF WAY
(P) = PLAT
(R) = RADIUS
SEC. = SECTION
S.I.P. = SET IRON PIPE
SW = SIDEWALK
Typ. = TYPICAL
U.E. = UTILITY EASEMENT
W.F. = WOOD FENCE
SYMBOLS
WOOD POWER POLE
CONC. POLE
LIGHT POLE
IRON LIGHT POLE
ANCHOR
CATCH BASIN
REVISIONS
DESCRIPTION
DATE
APPROVED
REV
NW 135th STREET (S.R. 916)
NW 42nd AVENUE
LE JEUNE ROAD
LOCATION SKETCH
N.T.S.
LEGAL DESCRIPTION
THE WEST 150 FEET, OF THE EAST 200 FEET, OF THE NORTH ½ OF THE NORTH ½ OF THE NE ¼ NW ¼ IN SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, LESS THE NORTH 175 FEET THEREOF, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA
SURVEYOR'S REPORT
1. Legal description was furnished by the client.
2. Examination of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any, affecting the property.
3. Legal description subject to any dedications, limitations, restrictions or easement of record.
4. Underground improvements and utilities, if any, not located.
5. Ownership of fences, if any, not determined.
6. NATIONAL FLOOD INSURANCE PROGRAM DATA:
Community No.: 120637 Panel No.: 0150 Suffix: F Effective Date: 09/11/2009
Base Flood Elevation: 7.0 feet
7. This survey has been prepared for the exclusive use of the entities named herein and the Certification does not extend to any unnamed parties.
8. ACTUAL USE OF PROPERTY NOT REPORTED.
9. BEARINGS SHOWN HEREON ARE BASED ON THE SYSTEM AS SHOWN ON THE PLAT OF AVANTI, (PB 142 PG. 33), ALONG THE CENTERLINE OF NW 42nd AVENUE, WHICH IS N02°56'27"W.
CERTIFIED TO:
R.N.D. HEADQUARTERS, LLC.
CITY NATIONAL BANK
I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY SURVEY OF THE ABOVE DESCRIBED SUBJECT PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED UNDER MY DIRECTION, AND THAT THERE ARE NO ENCROACHMENTS OTHER THAN THOSE SHOWN, AND MEETS THE INTENT OF THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS AND MAPPERS IN CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF FLORIDA STATUTES.
PROFESSIONAL SURVEYOR AND MAPPER No.4613
STATE OF FLORIDA
EDUARDO ENSENAT SURVEYING INC.
5881 NW 151 ST., SUITE 213, MIAMI LAKES, FL. 33014.
PH: (305) 885-2870 FAX: (305) 887-5713
BOUNDARY SURVEY
PORTION OF NW ¼, SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST,
CITY OF OPA-LOCKA,
MIAMI-DADE COUNTY, FLORIDA
DRAWN: T.A.
DATE: 07-28-08
JOB No.: 2008-96
F.B.: 2008-96
FILE
SCALE: AS SHOWN
PLOT
SHEET 1 OF 1

**1ST DRAFT**

# MEETING MINUTES
# CITY OF OPA-LOCKA
# PLANNING AND ZONING BOARD
# NOVEMBER 4, 2025, 6:00 P.M.

## CALL TO ORDER

The Planning and Zoning Board meeting was called to order at 6:27 p.m. on November 4, 2025.

## 1. ROLL CALL

The following members of the Planning and Zoning Board were present: Board Member Audrey Dominguez, Board Member Aldo Mata, Board Member Dawn Mangham, and Board Member Claudienne Hibbert Smith (arrived 6:45 p.m.)

Also in attendance were Planning and Community Development Director Gregory Gay, Zoning Official Gerald Lee, Director, Planning and Community Development Department Solomon Bankole, City Attorney Pam Booker, and Planning and Zoning Board Clerk Romany Branch.

## 2. INVOCATION

Invocation was given.

## 3. PLEDGE OF ALLEGIANCE

All present stood for the Pledge of Allegiance.

## 4. APPROVAL OF MINUTES

- **PZAB Minutes – May 6, 2025**

**Motion** made by Board Member Dominguez, seconded by Board Member Mangham, to approve the minutes from the May 6, 2025 meeting. In a roll call vote, the **motion** passed unanimously (3-0). Board Member Hibbert Smith was not present for the vote.

## 5. PUBLIC HEARING:

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR THE ~~APPROVAL OR DENIAL~~ CONSIDERATION OF A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP FOR A 7.58 ACRE PARCEL, LOCATED AT 1700 SERVICE ROAD AND IDENTIFIED BY FOLIO 08-2122-005-2170; AMENDING THE LAND USE DESIGNATION FOR THE PROPERTY FROM LOW MODERATE DENSITY RESIDENTIAL TO A**

**COMMERCIAL LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

City Attorney Booker read the Ordinance into the record.

Attorney Hope Calhoun, representing the applicant, asked if all of their items could be read together as they all contained the same information. Board Member Dominguez said that they are different and would rather address each individually. Attorney Calhoun stated that the property at 1700 Service Road was known as the Cuyahoga site. She explained that the previous application sought industrial use, but this new request changed the land use from Residential to Commercial based on community feedback. The developer hosted a community meeting after the last denial, where residents expressed interest in neighborhood-serving businesses such as coffee shops and local retail rather than industrial operations.

Ms. Calhoun emphasized that the proposed change would provide opportunities for small businesses and local services. She noted the applicant's intent to improve the site's appearance and make it consistent with surrounding uses. The proposed commercial land use would serve as the first step toward redevelopment of the long-vacant parcel.

Board Member Dominguez asked about existing covenant restrictions on the property. Planning and Community Development Director Gregory Gay stated that there are no covenant restrictions that he is aware of established for that site. Attorney Calhoun said that everyone envisioned and wanted residential to go in that location at some point. However, as previously discussed, due to the contamination on the site residential is not advisable and the amount of clean up that would be needed to make that site vaguely usable is more suited for commercial than residential. The land use is what we are requesting to be changed from residential to commercial. The potential purchaser is not aware of any restriction in title ~~Zoning Official Lee stated there were no covenant restrictions of record.~~

Board Member Dominguez asked if there was a traffic study done on that area.

Ms. Calhoun said that there was one done some time ago. Ms, Calhoun said that FDOT has given them permission to access the site on the commercial side not the residential side. As desired by the community, for access on the commercial side, a wall would go up on the residential side so that they won't be impacted at all. The study concluded that there would be minimal impact to traffic flow.

Board Member Dominguez asked how would the residents enter and exit the area. Service Road or Rutland Street can't be the only way (in or out). State Road 9 is very busy.

Ms. Calhoun explained that State Road 9 could be reconfigured so that there will be one access to the property; one new entrance would be created on the commercial side near State Road 9 to minimize impacts on residential streets. The Florida Department of Transportation (FDOT) reviewed and approved this access. A traffic study indicated minimal increases in daily trips.

Board Member Dominguez asked whether adequate parking would be provided for the proposed commercial uses based on the (number of) units.

Ms. Calhoun responded that ~~approximately~~ 60 ~~on-site~~ parking spaces were planned, which met and slightly exceeded the City's code requirements. She explained that parking would be distributed across the site to accommodate neighborhood-scale retail tenants and to prevent spillover into adjacent residential streets.

Board Member Dominguez asked whether the company (that previously came before the board) Modani, would have a showroom space there.

Ms. Calhoun ~~respond~~explained that Modani is a retail developer, commercial user, furniture store. This change to commercial, instead of industrial, is more in line with what they do all day, every day. Their store would be in the back and the other commercial building would be in the front, to be filled with, hopefully, local users.

Board Member Dominguez asked ~~about prior~~ how would the property be mitigated from previous contamination ~~concerns and cleanup status~~.

Ms. Calhoun responded that the current owner has been going through the mitigation requirements through DERM. ~~the site was contaminated, but remediation had been ongoing under Miami-Dade County DERM oversight~~. She explained that the property will be capped through commercial development, it will be sealed then the concrete on top of the mitigation and capping. Mitigation has been ongoing. ~~the plan to cap the site with concrete and asphalt to meet environmental requirements.~~

Board Member Dominguez asked how they planned on cleaning up the contamination.

Ms. Calhoun responded that it will have to be covered; capped and asphalted eventually. All of that is licensed through DERM. Ms. Calhoun asked, after public comments, for time for rebuttal or to respond to questions or comments.

Planning and Community Development Director Gregory Gay advised that Mr. Gerald Lee would take this time for staff presentation.

*Board Member Hibbert Smith arrived at approximately 6:45 p.m.*

~~Board Member Dominguez asked Zoning Official Lee about the previous contamination~~

Zoning Official Lee presented staff's findings. He stated the parcel was one of the city's largest vacant properties and classified as a brownfield requiring remediation. He said the change to commercial land use aligned with the City's Comprehensive Plan goals of promoting job creation and neighborhood retail centers. This site is zoned for Residential Townhouse Land Use, however, the applicant is asking to change it to Commercial. This application is for the Land Use change. This applicant has submitted four (4) applications; 1 for the land use change from residential to commercial, 2 to change the zoning from residential townhomes to commercial, 3 to review and approve the site plan to build and 4 to review and approve the development agreement concerning the long-term maintenance of the site. With this property being a remediated brownfield, the development agreement may be extremely important to ensure that they maintain all of the safeguards that need to be in place to take care of the property and how they maintain it. With the property as is, none of this (proposed development) is possible without a land use change. We've got to do something to this property to bring it into a position where it can be developed. Thus far, nothing has taken place on that property that was legal or positive. Staff supported approval of the land use change to encourage redevelopment.

~~Board Member Dominguez asked Zoning Official Lee about the previous contamination on the site and whether it had been addressed~~

Board Member Dominguez asked Zoning Official Lee about the previous discussions about the contamination on the site. She said that a lot of businesses wanted to go there but because it was going to cost multiple millions of dollars (to clean) no one wanted to get involved with that location. What will change if it is (designated) commercial if the contamination is still there.

Zoning Official Lee responded that the level of contamination is directly inverse to the property had a known history of contamination and was being monitored under Miami-Dade County DERM. He explained that the approved remediation plan required the site to be capped with concrete and asphalt and that ongoing testing would ensure compliance with the environmental management plan. He added that staff would continue coordinating with DERM to confirm all requirements were met before any future development.

Board Member Dominguez asked whether the proposal could include a café or small commercial use and how such a structure would be built on a previously contaminated site.

Zoning Official Lee explained that, because of the contamination, the remediation plan required the existing surface to be capped and sealed. He explained that any new structure, such as a café, would be "locked in" by building above the cap layer, meaning the contaminated soil would remain undisturbed and encapsulated beneath concrete and foundation materials to maintain compliance with environmental standards.

Board Member Dominguez asked about site maintenance. Director Gay explained that the owner would maintain the capped site per DERM and City requirements and that periodic inspections would ensure compliance.

Board Member Hibbert Smith said they were not eliminating the contaminants from the site. She stated that capping the property only locked in the contamination rather than removing it completely.

Director Gay expanded on demolition. He explained that any demolition would follow the DERM-approved remediation plan and would not disturb the capped subsurface.

Board Member Hibbert Smith asked whether children could have accessed the site in the past. Director Gay explained that the property was fenced off and secured to prevent entry.

Board Member Dominguez opened the floor for public comment.

Brian Dennis, 1240 York Street, spoke in opposition to the proposal. He said the City should not continue playing games with developers and allowing projects that only benefit outside interests. He stated that nothing proposed would directly help residents or the community and that developers were the only ones gaining. He urged the Board to take residents seriously, clean up the property first, and stop approving projects that did not bring value to the City or its citizens.

James Jacobs, 2161 Rutland Street, opposed the request. He said that the presentation “sugarcoated” the contamination issue and that access from State Road 9 North would not work because of existing and new traffic signals by the bridge and along the corridor. He added that county changes on SR-9 North and current congestion between 22nd Avenue and the Golden Glades made the traffic plan infeasible, and he urged the Board to require a better solution before any approvals.

Board Member Hibbert Smith addressed community concerns raised during public comment. She said she wanted to ensure the Board understood the feedback clearly, noting that she heard residents mention job fairs where no one showed up. She asked whether the concern was with the proposed building itself, or if the project would be acceptable if Opa-locka residents were involved in the jobs created.

Brian York responded that past projects had made similar promises of local hiring but failed to deliver. He said that job fairs were poorly advertised and that most residents never heard about them until after they occurred. He added that developers often made commitments that sounded good in meetings but did not follow through once projects were approved. He urged the Board to hold developers accountable and ensure that

future projects genuinely included City residents and provided measurable community benefits.

Keith Jacobs, 27 Wilmington Street, opposed the request. He stated that the site's contamination, pests, and canal conditions would worsen with construction and that traffic on nearby streets was already strained. He added that he worked in construction for decades and that past projects promised local hiring but did not employ Opa-locka residents. He urged the Board to require real community benefits and safety assurances before approving any change.

Johnny Green, 2091 Wilmington Street, also opposed the request. SHe asked for full remediation rather than capping and noted recurring congestion on the corridor and adjacent blocks. SHe encouraged site visits to observe existing conditions and neighborhood impacts.

Board Member Hibbert Smith asked why we haven't mandated that the current owner to correct the (contamination) problem.

City Attorney Booker advised that residential use was inappropriate due to site contaminants and multimillion-dollar cleanup costs. She added that developers would not build housing there because of liability and likely financing barriers. She emphasized that no children should be exposed to the site conditions. She understands that it is currently zoned residential and that the request sought is to change the land use from residential to commercial. It would be a liability for any developer to try to build residential buildings on this site. They will not do it. Most likely they will not get financing but any good counsel for them would say "absolutely not" because of the liability associated with having a child or even adults get injured or have cancer or whatever else as a result of the contaminants on site. That is what has occurred here previously and now why the request is here to make the change. She clarified that jobs and hiring commitments would be addressed later in the development agreement, not in the comprehensive plan amendment, rezoning or site plan. The resident's concerns could be addressed at the appropriate time.

Board Member Hibbert Smith wanted to confirm that even at its best clean up, they do not recommend residential to be on this property.

Director Gay responded that based on the economic information that has been provided, it is financially ~~,residential use was~~ infeasible under Miami-Dade County DERM standards and that commercial redevelopment with a cap, ongoing monitoring, and controlled access was the practical option.

Cheryl Cason, retired Opa-locka Police Chief, opposed the request. She argued that if the site was unsafe for residential use, it was unsafe for any use and should be fully cleaned before development. She cited frequent serious crashes on the corridor and said

any access would require a signal, and she raised notice concerns, stating many residents were unaware of the meeting.

Ms. Calhoun concluded that the commercial designation would address long-term blight, enable neighborhood-serving retail, and comply with DERM and traffic approvals. She stated that future stages would present detailed site plans and conditions.

**Board Member Dominguez closed the floor for public comment.**

Board Member Dominguez noted the site was first proposed for industrial and now for commercial. She reiterated that contamination would remain even if capped and visitors could still face risk. She asked why, after roughly fifteen years, the property had not been cleaned or maintained and said cleanup should occur first. She concluded she could not support the request at this time.

**Motion** made by Board Member Mata to approve the Ordinance. Board Member Mangham seconded the motion. In a roll call vote, the **motion** failed (2-2), with Board Member Dominguez and Board Member Mata voting in opposition.

City Attorney Booker stated that the item would proceed to the City Commission with a 2–2 split vote and the comments and concerns raised by the Board included in the record.

2. **AN ~~ORDINANCE~~ RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING OR DENYING THE REZONING REQUEST FOR APPROXIMATELY 7.58 ACRES OF LAND, LOCATED AT 1700 SERVICE ROAD AND IDENTIFIED BY FOLIO 08-2122-005-2170 FROM THE CURRENT RESIDENTIAL TOWNHOUSE (R-TH) ZONING DISTRICT TO THE COMMERCIAL INTENSIVE (B-3) ZONING DISTRICT TO ALLOW FOR THE CONSTRUCTION OF TWO COMMERCIAL-INDUSTRIAL MIXED-USE BUILDINGS ON THE PROPERTY LOCATED WITHIN THE CORRIDOR MIXED USE OVERLAY DISTRICT: PROVIDING FOR AN EFFECTIVE DATE.**

City Attorney Booker read the Ordinance into the record.
Ms. Calhoun, representing the applicant, requested approval of the rezoning, stating it was essential to begin redevelopment of the property. She explained the applicant could not proceed without B-3 zoning, which would align with the commercial land use designation and neighborhood input. She noted $2 million had already been invested in remediation under a Brownfield Site Rehabilitation Agreement and described plans for two commercial buildings, façade improvements, an eight-foot landscape wall, and access approved by the Florida Department of Transportation. She said the project would transform a long-neglected site into a positive redevelopment.

Zoning Official Lee stated staff found the request consistent with the city's comprehensive plan and compatible with surrounding uses. He confirmed remediation documentation was complete and said proposed conditions would maintain compatibility with nearby properties.

Board Member Dominguez opened the floor for public comment.

Brian Dennis, 1240 York Street, spoke about developers not benefiting city residents, stating too many projects were approved without community gain. He said residents were tired of promises and wanted meaningful redevelopment that created local opportunities.

Nathan Cohen, proposed developer, stated his goal was to redevelop the property responsibly and in partnership with the city. He said the project would bring long-term investment, job opportunities, and a safer, more attractive site.

Board Member Dominguez closed the floor for public comment.

Board Member Dominguez said she supported seeing new development on the site and preferred commercial uses that would benefit residents, such as a supermarket or coffee shop. She said the community wanted places to enjoy locally rather than traveling to nearby cities. She expressed concern about possible contamination and said if the property could be guaranteed safe, she would fully support the rezoning.

Board Member Hibbert Smith argued the site is already contaminated and exposed.

Board Member Mangham said the board needed to recognize that no one had been willing to redevelop the property for residential use. She said approving the rezoning would allow a developer committed to the site to move forward with a project that made sense, rather than letting the property remain vacant and unchanged.

Board Member Hibbert Smith said construction could not proceed without approved plans and inspections. She emphasized the need for development to support progress in Opa-locka and said this project appeared to be the best use for the site.

**Motion** made by Board Member Mangham, seconded by Board Member Hibbert Smith, to approve the Ordinance. In a roll call vote, the **motion** passed (3-1), with Board Member Dominguez voting in opposition.

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING OR DENYING THE FINAL SITE PLAN REVIEW REQUEST FOR THE CONSTRUCTION OF TWO COMMERCIAL-INDUSTRIAL MIXED-USE BUILDINGS ON THE PROPERTY LOCATED AT 1700 SERVICE ROAD AND IDENTIFIED BY FOLIO 08-2122-005-2170 IN**

**THE R-TH ZONING DISTRICT AND WITHIN THE CORRIDOR MIXED USE OVERLAY; PROVIDING FOR AN EFFECTIVE DATE.**

City Attorney Booker read the Resolution into the record.

Director Gay invited questions or comments from the board regarding the final site plan for construction of two commercial buildings at 1700 Service Road.

Board Member Mata commented on the building's modern design, noting it was attractive but lacked the Moorish architectural elements traditionally seen in Opa-locka.

Ms. Hope Calhoun stated the development team was open to revising the design to incorporate Moorish or "modern Moorish" features consistent with the city's character. She said the applicant would work with the architect to integrate appropriate design elements.

Zoning Official Lee confirmed the Board could include a stipulation requiring Moorish architectural design features as part of the site plan approval. The developer, present at the meeting, agreed to the modification.

**Motion** made by Board Member Mata, seconded by Board Member Mangham, to approve the Resolution with condition discussed. In a roll call vote, the **motion** passed (3-1), with Board Member Dominguez voting in opposition.

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING OR DENYING THE DEVELOPMENT AGREEMENT REVIEW REQUEST FOR THE CONSTRUCTION OF TWO COMMERCIALINDUSTRIAL MIXED-USE BUILDINGS ON THE PROPERTY LOCATED AT 1700 SERVICE ROAD AND IDENTIFIED BY FOLIOS 08-2122-005-2170 IN THE R-TH ZONING DISTRICT AND WITHIN THE CORRIDOR MIXED USE OVERLAY: PROVIDING FOR AN EFFECTIVE DATE.**

City Attorney Booker read the Resolution into the record.

Director Gay explained this was the opportunity for the board to suggest any additional criteria or provisions to be included in the agreement. He said the city encourages developers to host job fairs or offer training and apprenticeship programs to provide employment opportunities for Opa-locka residents. He emphasized that while the city can require developers to offer opportunities, it cannot compel them to hire specific individuals, and staff's responsibility is to ensure compliance with the terms of the agreement.

Board Member Hibbert Smith said residents often expressed frustration about not being hired for local projects and suggested the city document each job fair more thoroughly.

She proposed requiring sign-in sheets and tracking attendance to verify outreach efforts and outcomes. She said she would like to participate directly in future job fairs to help improve coordination and transparency.

Ms. Calhoun noted that many applicants at job fairs may not meet licensing or bonding requirements for construction jobs, which can limit hiring despite outreach efforts.

**Motion** made by Board Member Mangham, seconded by Board Member Hibbert Smith, to approve the Resolution. In a roll call vote, the **motion** passed (3-1), with Board Member Dominguez voting in opposition.

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR THE APPROVAL OF THE SPECIAL EXCEPTION REQUEST FOR THE OPERATION OF A LIQUOR STORE ON THE PROPERTY LOCATED AT 13449 NW 42ND AVENUE AND IDENTIFIED BY FOLIO 08- 2129-016-0010 IN THE LIBERAL INDUSTRIAL (I-3) ZONING DISTRICT AND WITHIN THE CORRIDOR MIXED-USE DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**

City Attorney Booker read the Resolution into the record.

Director Gay introduced the item as a special exception request to allow a liquor store within an industrial facility located at 13449 Northwest 42nd Avenue. He stated the property was zoned I-3 and that the use was permitted under the code with a special exception. He said the purpose of the hearing was procedural, as the city planned to review and update zoning code language related to such uses in the future.

Daniel Whitebook, property owner, stated he operated the Opa-locka Indoor Flea Market at the site and was requesting approval for a liquor store within the same address. He said the zoning allowed this use and that the location met the required separation distance from schools, churches, and parks. He noted the request did not involve a variance and that maps confirming compliance were provided.

Board Member Dominguez asked questions about the number of existing liquor stores in the city and the proximity of the proposed location to the Blue Fury Sports Complex, which operates in a separate building within the same property. Director Gay estimated five liquor stores and also explained that Blue Fury was an indoor sports facility used by both adults and children. He noted the code restrictions applied only to schools, churches, and parks, not general recreational facilities.

Jonathan Landon, on behalf of the applicant, stated the liquor store, Opa-locka Airport Liquors, would occupy a separate structure with its own entrance and would not involve on-site consumption. He said the operation was intended primarily for retail sales,

including packaged goods for airport customers, and would be completely independent from the sports facility.

Discussion continued with the Mr. Whitebook regarding tenants.

**Motion** made by Board Member Mata, seconded by Board Member Hibbert Smith, to approve the Resolution. In a roll call vote, the **motion** passed (3-1), with Board Member Dominguez voting in opposition.

6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A TEMPORARY USE PERMIT IN ACCORDANCE WITH THE CITY'S LAND DEVELOPMENT REGULATIONS TO ACTIVATE THE VACANT PROPERTY IDENTIFIED BY FOLIO 08-2120-004-00060 TO ALLOW TRUCK PARKING ON A VACANT PAVED LOT AND TO ALLOW THE OPERATION OF A WINDOW TINTING BUSINESS ON A VACANT IMPROVED LOT AS PROVIDED IN ORDINANCE 17-19 "TEMPORARY USES AND OCCUPANCIES" "PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

City Attorney Booker read the Resolution into the record.

Director Gay introduced the item as a temporary use permit application for truck parking. He stated one of the previously proposed uses had been withdrawn, and the request now only included authorization to use the vacant lot for truck parking. He said the applicant was present to provide remarks, followed by staff's recommendation.

A representative for the property owner said the site was a vacant lot previously used for parking and that the intent was simply to park trucks, including semi-trucks similar to those used by Amazon. He said the operation would not obstruct nearby traffic and that the permit was needed to obtain an address and an occupational license for the activity.

Director Gay confirmed the window tinting business previously proposed for the site had been removed from the application.
Zoning Official Lee explained the temporary use permit would allow activity for six months to one year, with an option to renew. He said the purpose of such permits was to activate vacant sites until permanent development occurred. He noted the property was fully paved and marked for parking, and the applicant's main office was located within 500 feet.

Staff recommended approval of the temporary use permit for truck parking, noting the request complied with city code and would support lawful use of the site until long-term redevelopment plans were finalized.

**Motion** made by Board Member Hibbert Smith, seconded by Board Member Mangham, to approve the Resolution. In a roll call vote, the **motion** passed unanimously (4-0).

7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING OR DENYING THE FINAL SITE PLAN REVIEW REQUEST FOR THE CONSTRUCTION OF A 43,000 SQUARE FOOT CATERING FACILITY ON THE TWELVE ADJACENT PROPERTIES LOCATED AT 2466 ALI BABA AVENUE AND IDENTIFIED BY FOLIOS 08-2122-004-0400, 08-2122-004-0390, 08-2122-004-0380, 08-2122-004-0370, 08-2122-004-0360, 08-2122-004-0340, 08-2122-004-0350, 08-2122-004-0330, 08-2122-004-0320, 08-2122-004-0310, 08-2122-004-0300, AND 08-2122-004-0290, IN THE I-1 ZONING DISTRICT, WITHIN THE CORRIDOR MIXED USE OVERLAY AND THE INNOVATION DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**

City Attorney Booker read the Resolution into the record.

Sabrina Escobar, Land Development Consultant for EOP Group, presented the Gold Catering Industrial Kitchen project and noted the short notice prevented a visual presentation. She said the proposal would transform an underutilized industrial site into a modern, code-compliant facility. The project includes unifying twelve lots totaling 75,000 square feet and constructing a two-story, 43,000-square-foot warehouse. She said the design would enhance the area with improved infrastructure and high-quality architecture.

Architect Will Monte of Paramount Consultants said the project would be developed in two phases: an initial 25,000-square-foot industrial kitchen with offices and loading areas, followed by a second kitchen in phase two. He said all infrastructure, including drainage and grease traps, would be installed during the first phase. He added the design incorporated modern Moorish elements to reflect Opa-locka's architectural style and confirmed that existing structures would be demolished with no contamination identified.

Director Gay said the site was located in the city's central industrial area between Alibaba Avenue and the CSX railroad tracks. He said the property was currently used for storage and scrap materials and that the project would replace those uses with a modern, enclosed facility aligned with the city's Innovation District goals.

Zoning Official Lee said the property's I-1 zoning and industrial land use were consistent with the comprehensive plan. He said the applicant filed for unity of title and met all site plan standards, including traffic and infrastructure requirements. He added the project would bring jobs and economic activity to the area, and staff recommended approval.

Board Member Dominguez asked about employment opportunities. Ms. Escobar said Gold Catering would expand operations after relocating to Opa-locka and would host job fairs in coordination with the city to provide hiring opportunities for local residents.

**Motion** made by Board Member Dominguez, seconded by Board Member Mata, to approve the Resolution. In a roll call vote, the **motion** passed unanimously (4-0).

8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING OR DENYING THE DEVELOPMENT AGREEMENT REVIEW REQUEST FOR THE CONSTRUCTION OF A 43,000 SQUARE FOOT CATERING FACILITY ON THE TWELVE ADJACENT PROPERTIES LOCATED AT 2466 ALI BABA AVENUE AND IDENTIFIED BY FOLIOS 08-2122-004-0400, 08-2122-004-0390, 08-2122-004-0380, 08-2122-004-0370, 08-2122-004-0360, 08-2122-004-0340, 08-2122-004-0350, 08-2122-004-0330, 08-2122-004-0320, 08-2122-004-0310, 08-2122-004-0300, AND 08-2122-004-0290, IN THE I-1 ZONING DISTRICT, WITHIN THE CORRIDOR MIXED USE OVERLAY AND THE INNOVATION DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**

City Attorney Booker read the Resolution into the record.

Director Gay said the item was a companion to the previously approved site plan and involved consideration of the development agreement. He said the agreement followed the city's standard format and included strengthened provisions to ensure ongoing job opportunities and progress reporting from the developer.

Board Member Dominguez requested that the agreement reflect the commitment to incorporate Moorish architectural elements and provide hiring opportunities for Opa-locka residents.

Ms. Escobar confirmed that design elements were discussed during pre-application meetings and supported by staff.

Director Gay advised the applicant to include the renderings for the City Commission's review.

Attorney Mark Craftton, on behalf of the applicant, stated the development agreement used the city's standard form without modifications. He said the developer agreed to comply fully with all requirements, including the detailed provisions related to job fairs, community outreach, and employment reporting.

**Motion** made by Board Member Dominguez, seconded by Board Member Mangham, to approve the Resolution with the discussed condition. In a roll call vote, the **motion** passed unanimously (4-0).

## 6. ADJOURNMENT

It was moved by Board Member Hibbert Smith, seconded by Board Member Dominguez, to adjourn the meeting.

The meeting was adjourned at 9:19 p.m.

1st Reading/Public Hearing:
2nd Reading/Public Hearing:
Adopted:
Effective Date:
Sponsored by: City Manager

**ORDINANCE NO. 26-XXX**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; 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, FL adopted its 2025-2026 Fiscal Year General, Proprietary and Special Revenue Funds budgets by passage of Ordinance 2025-26; and

**WHEREAS**, pursuant to Florida Statute 166.241(5), the governing body of each municipality at any time within a fiscal year or within 60 days following the end of fiscal year may amend a budget for that year as follows:

a) Appropriations for expenditures within a fund may be decreased or increased by motion recorded in the minutes if the total appropriations of the fund is not changed;
b) The governing body may establish procedures by which the designated budget officer may authorize budget amendments if the total appropriations of the fund is not changed;
c) If a budget amendment is required for a purpose not specifically authorized in paragraph (a) or paragraph (b), the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the municipality's charter; and

**WHEREAS,** pursuant to 4.7(c) of the City of Opa-Locka Charter, entitled "Appropriation Amendments During the Fiscal Year", the City Commission may otherwise amend the annual budget from time to time during the year, by ordinance, as it deems necessary to do so; and

**WHEREAS**, the City Commission desires to amend its 2025-2026 Fiscal Year General, Proprietary and Special Revenue Funds budgets as set forth in Exhibit "A".

**NOW, THEREFORE, BE IT DULY ORDAINED 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**

Pursuant to Article IV, Section 4.5 of the City Charter, the City Manager has recommended proposed Amended General, Proprietary and Special Revenue Funds Budgets to the City Commission for the Fiscal Year retroactive to October 1, 2025, a copy of which is attached hereto as Exhibit "A" and incorporated by reference herein.

The City Commission of the City of Opa-Locka hereby approves, adopts and ratifies the proposed Amended General, Proprietary and Special Revenue Funds Budgets for the Fiscal Year 2025-2026, and hereby appropriates the budgeted expenditures and revenues as set forth in the attached Exhibit "A".

The City Manager is authorized to expend or contract for expenditures, pursuant to the City of Opa-Locka Charter and the adopted Code of Ordinances in accordance with the adopted Amended General, Proprietary and Special Revenue Funds Budgets for Fiscal Year 2025-2026.

The department/division expenditure allocations established by the City Manager, as revised and summarized in the budget attached as Exhibit "A", are hereby adopted and ratified. Funds of the City for General, Proprietary and Special Revenue Funds Budgets shall be expended in accordance with the appropriations provided by the budget, which shall constitute an appropriation of amounts specified therein. Expenditure control shall be at the fund level. Funds may be expended by, and with the approval of, the City Manager and the City Commission, in accordance with the provisions of the City Charter, adopted Code of Ordinances and applicable laws. Supplemental appropriations and reduction of appropriations, if any, shall be made in accordance with the City Charter.

Any and all outstanding encumbrances as of September 30, 2025, shall not lapse at that time and appropriations have been hereby provided for those outstanding encumbrances that have been incurred prior to September 30, 2025, but are not expected to be paid until after then. Receipts from sources not anticipated in the attached budget may be appropriated and expensed by Ordinance duly enacted by the City Commission in accordance with the applicable law. Adjustments within the same fund to departmental appropriations made in the attached Budget may be approved, from time to time, in the

appropriate lawful manner. The City Manager is authorized to approve adjustments to the expenditure code allocations, within the limit of department appropriations made in the attached Budget and as otherwise consistent with the City of Opa-Locka's Code of Ordinances.

All Ordinances setting fees and charges, and all other fees and charges consistent with appropriations adopted herein, as may be amended during the fiscal year, are hereby ratified, confirmed and approved.

**SECTION 3. SCRIVENER'S ERRORS**.

Sections of this Ordinance 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 Clerk.

**SECTION 4. 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.

**SECTION 5. 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_____ day of _____, 2026.

**PASSED SECOND READING** this_____ day of _____, 2026.

_____
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 _____

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# City of Opa-locka
# Agenda Cover Memo

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Department Director:** | Niema Gantt | | | **Department Director Signature:** | Signed by: Sha'mecca Lawson F4489A0D7D63447... | | |
| **City Manager:** | Sha'mecca Lawson | | | **CM Signature:** | | | |
| **Commission Meeting Date:** | Jan. 14, 2026 | | **Item Type:** *(Enter X in box)* | **Resolution** | **Ordinance** | | **Other** |
| | | | | | X | | |
| **Fiscal Impact:** *(Enter X in box)* **N/A** | **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)* See Attachments | | **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:** | | Finance | | |

## Short Title:

FY 26 Budget Amendment #1

## Staff Summary:

**Issue/Recommendation**: A budget amendment is required to align the budget with current City requirements. Staff recommends the City Commission approve FY 26 Budget Amendment #1 on the first hearing.

**History**: The City Commission adopted the City FY 2026 Budget on September 24, 2025 (Ordinance 2025-26) which was approved by the State. This budget was composed of $57.1 million of expenditures and $23.3million of funding being transferred between various Funds, resulting in a total budget of $80.4million.

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**Current Activity**: The amendment includes appropriation for the General Fund, ARPA, PTP, Water and Sewer, Storm Water, Water & Sewer CIP and the Storm Water CIP Fund. Majority of this amendment addresses the carry-over of funding approved in FY 25 for Capital Projects not completed in FY 2025.

**Financial Impact:**

| | |
|---|---|
| Funding | |
| Revenue / Loans / Grants | $ 260,687 |
| Use Of Fund Balance | $3,802.099 |
| Total Funding – Excluding Transfers-In | $4,062,786 |
| Transfer-In | $3,451,675 |
| Total Funding | $7,514,461 |
| | |
| Expenditure | |
| Expenditure – Excluding Transfers-Out | $4,062,786 |
| Transfers-Out | $3,451,675 |
| Total Expenditure | $7,514,461 |

Additional details on the financial impact are provided in the attachments, Summary By Fund and Detail By Line Item, which contain accounting information for the State review which is a highly detailed accounting version of what is presented in the Overview and Summary By Line-Item attachments.

## Proposed Action:

Staff recommends that the City Commission approve the proposed amendments on the first hearing.

## Attachment:

1. Budget Amendment Overview
2. Budget Amendment Summary By Line Item
3. Budget Amendment Summary By Fund
4. Budget Amendment Detail By Line Item
5. Ordinance

# FY 26 Budget Amendment #1 Summary By Line Item
## Second Hearing

| # | Amount | Purpose | Funding Source |
|---|---|---|---|
| 1 | $28,000 | City Clerk Public Records Consultant Project Carryover | General Fund Balance |
| 2 | $7,751 | City Clerk Car Allowance | Contingency |
| 3 | $100,00 | Minor Home Repair Program | Reallocation from Comm Dev |
| 4 | $75,500 | Hope Fund Program Funding | Reallocation |
| 5 | $13,000 | City Clerk Copier and Office Furniture | General Fund Balance |
| 6 | $2,000 | GFOA Membership Finance | Savings from Other Contract Services |
| 7 | $16,000 | Police Quartermaster Room Renovation | Savings from Software Maintenance |
| 8 | $172,573 | Carryover Funding for Historic City Hall | Savings and adjustment of funding from Grants |
| 9 | $62,117 | Carryover Funding for Sidewalks | Fund Balance Carryover |
| 10 | $45,000 | Carryover Funding for NW 131st St | Fund Balance Carryover |
| 11 | 251,757 | Carryover Funding for Gateway Project | Fund Balance Carryover |
| 12 | $16,350 | Artscape | ARPA Fund Balance |
| 13 | $82,561 | ADA Assessment | Fund Balance Carryover |
| 14 | $591,799 | Cairo Lane | ARPA funded through Safe Neighborhood |
| 15 | $162,500 | Ali Baba Ave | Fund Balance & FEMA Grant |
| 16 | $155,089 | Resurfacing | Fund Balance Carryover |
| 17 | $81,870 | Street Safety Analysis | Fund Balance Carryover |
| 18 | $127,535 | Sidewalks carryover | Fund Balance Carryover |
| 19 | $182,468 | Pumpstation #9 rehabilitation | ARPA Fund Balance Carryover |
| 20 | $124,784 | Pumpstation #16 rehabilitation | ARPA Fund Balance Carryover |
| 21 | $646,750 | Cairo Lane – Water & Sewer | Fund Balance Carryover Water & Sewer and ARPA |
| 22 | $51,076 | Pumpstation #4 rehabilitation | Fund Balance Carryover |
| 23 | $94,000 | Resiliency Study Carryover | Fund Balance Carryover |
| 24 | $94,024 | NW 133rd Street Project Carryover | Fund Balance Carryover |
| 25 | $753,676 | Cairo Lane – Storm Water | Fund Balance Carryover |
| 26 | $100,000 | Nile Gardens Carryover | Fund Balance Carryover |
| 27 | $125,838 | Burlington Canal Carryover | Fund Balance Carryover |
| 28 | $35,000 | Derm Expense Service Fee | Water & Sewer Fund Balance |
| 29 | $180,000 | Pump Station #9 Change Order | Reallocation Water & Sewer CIP |
| 30 | $65,000 | Fire Hydrant & Valve Imp | Fund Balance Carryover |

# FY 26 Budget Amendment #1 Overview - First Hearing

## Summary

| Funding | | Notes |
|---|---|---|
| Revenue / Loans / Grants | $ 260,687 | (a) |
| Use Of Fund Balance | 3,802,099 | (b) |
| Total Funding – Excluding Transfers-In | 4,062,786 | |
| Transfer-In | 3,451,675 | |
| Total Funding | $ 7,514,461 | |
| **Expenditure** | | |
| Expenditure – Excluding Transfers-Out | $ 4,062,786 | (c) |
| Transfers-Out | 3,451,675 | |
| Total Expenditure | $ 7,514,461 | |

## Notes

| | | Orig Budget | Incr/(Decr) | Bgt. Amend #1 |
|---|---|---|---|---|
| (a) | **Revenue / Loans / Grants** | | | |
| | Cultural Facilities Grant - HCH | $ - | $ 125,000 | $ 125,000 |
| | GOB Grant - Historic City Hall | - | 58,500 | 58,500 |
| | Grant - FEMA | - | 77,187 | 77,187 |
| | Total Revenue / Loans / Grants | | $ 260,687 | |
| (b) | **Use Of/(Addition To) Fund Balance** | | | |
| | General Fund | $ 613,330 | $ 711,910 | $ 1,325,240 |
| | ARPA | 2,111,467 | 2,115,827 | 4,227,294 |
| | People's Transpiration Plan | - | 209,424 | 209,424 |
| | Debt Service | 2,425,556 | - | 2,425,556 |
| | Law Enforcement Training Fund | 50,500 | - | 50,500 |
| | Water-Sewer Operating Fund | 3,054,458 | 351,076 | 3,405,534 |
| | Stormwater Operating Fund | 3,705,927 | 413,862 | 4,119,789 |
| | Total Use Of / (Addition To) Fund Balance | $ 12,167,279 | $ 3,802,099 | $ 15,969,378 |
| (c) | **Expenditures** | Item # | | |
| | Cairo Lane Storm Water | 25 | 753,676 | |
| | Cairo Lane Water & Sewer | 21 | 646,750 | |
| | Cairo Lane Safe Neighborhood | 14 | 591,799 | |
| | Pump Station #9 | 19 & 29 | 362,468 | |
| | Gateway Project | 11 | 251,757 | |
| | Historic City Hall | 8 | 172,573 | |
| | Ali Baba Ave | 15 | 162,500 | |
| | Resurfacing | 16 | 155,089 | |
| | SideWalks | 18 | 127,535 | |
| | Burlington Canal | 27 | 125,838 | |
| | Pump Station #16 | 20 | 124,784 | |
| | Nile Gardens | 26 | 100,000 | |
| | Small Expense Adjustments totalling | | s | |
| | Expenditures - Gross - Ex Compensation | | $ 4,062,786 | |
| | Compensation | | 7,751 | |
| | Savings - Ex Compensation | | - | |
| | Contingency | | (7,751) | |
| | Expenditures - Net | | $ 4,062,786 | |

**FY 26 Budget Amendment #1- Detail - First Hearing**

| # | | | | Amendment Details | Budget | Adj | Revised | Comment |
|---|---|---|---|---|---|---|---|---|
| 1 | **Records Management Project Rollover** | | | | | | | |
| | Clerk | Exp | 16-512312 | Other Professional Services | 10,200 | 28,000 | 38,200 | Records Management Consultant - Funded With Fund Balance (Prior Year Rollover) |
| | Gen Fund | Fund Bal | 001-383010 | Use Of Fund Balance | 613,329 | 28,000 | 641,329 | |
| 2 | **City Clerk Car Allowance** | | | | | | | |
| | Clerk | Exp | 16-512120 | Salaries | 367,414 | 7,200 | 374,614 | Fund City Clerk Car Allowance for FY 2026 |
| | Clerk | Exp | 16-512210 | FICA | 28,186 | 551 | 28,737 | |
| | Non-Dept | Exp | 19-519390 | Contingency | 1,000,000 | (7,751) | 992,249 | |
| 3 | **Minor Home Repair Program** | | | | | | | |
| | Comm Dev | Exp | 37-515531 | Community Historic Grant | 100,000 | (100,000) | - | Minor Home Repair Funding |
| | Housing & Soc | Exp | 70-515548 | Minor Home Repair | 100,000 | 100,000 | 200,000 | |
| 4 | **Hope Fund** | | | | | | | |
| | Housing & Soc | Exp | 70-515548 | Minor Home Repair | 200,000 | (75,500) | 124,500 | Opa-Locka Hope Fund Funding |
| | Housing & Soc | Exp | 70-515550 | Hope Fund | - | 75,500 | 75,500 | |
| 5 | **City Clerk Copier & Furniture** | | | | | | | |
| | Clerk | Exp | 16-512440 | Copier Lease & Rental | 10,300 | 8,000 | 18,300 | City Clerk Copier Costs and replace Conference room furniture |
| | Clerk | Exp | 16-512642 | Office Furniture & Equipment | 4,500 | 5,000 | 9,500 | |
| | GF Fund | Fund Bal | 001-383010 | Use of Fund Balance | 641,329 | 13,000 | 654,329 | |
| 6 | **Finance GFOA Membership** | | | | | | | |
| | Finance | Exp | 17-513540 | Memberships | 1,550 | 2,000 | 3,550 | City GFOA Membership for Budget and CAFR Submission |
| | Finance | Exp | 17-513340 | Other Contracted Services | 114,140 | (2,000) | 112,140 | |
| 7 | **Police Quartermaster Storage Room** | | | | | | | |
| | Police GF | Exp | 26-521528 | Software Maintenance | 128,800 | (16,000) | 112,800 | Quartermaster Storage Room Renovation Funding |
| | Police GF | Exp | 26-521340 | Other Contracted Services | 50,500 | 16,000 | 66,500 | |
| 8 | **Safe Neighborhood - Historic City Hall** | | | | | | | |
| | Safe Neigh | Exp | 44-541823 | Historic City Hall | - | 172,573 | 172,573 | Carryover and reallocation of funding for Historic City Hall |
| | Safe Neigh | Rev | 320-331689 | Cultural Facilities Grant - HCH | - | 125,000 | 125,000 | |
| | Safe Neigh | Rev | 320-331694 | GOB Grant - Historic City Hall | - | 58,500 | 58,500 | |
| | Safe Neigh | Trn In | 320-381001 | Transfer-In From General Fund | 1,010,862 | (10,927) | 999,935 | |
| | Non-Dept | Trn Out | 19-581320 | Transfer-Out to Safe Neigh CIP | 1,010,862 | (10,927) | 999,935 | |
| | Gen Fund | Fund Bal | 001-383010 | Addition to Fund Balance | 654,329 | (10,927) | 643,402 | |
| 9 | **Safe Neighborhood - Sidewalks** | | | | | | | |
| | Safe Neigh | Exp | 44-541835 | Sidewalks | 150,000 | 62,117 | 212,117 | Carryover Funding for Sidewalks |
| | Safe Neigh | Trn-In | 320-381001 | Transfer-In From General Fund | 999,935 | 62,117 | 1,062,052 | |
| | Non-Dept | Trn-Out | 19-581320 | Transfer-Out to Safe Neigh CIP | 999,935 | 62,117 | 1,062,052 | |
| | Gen Fund | Fund Bal | 001-383010 | Use Of Fund Balance | 643,402 | 62,117 | 705,519 | |

Exhibit "A"

**FY 26 Budget Amendment #1- Detail - First Hearing**

| # | | | | Amendment Details | Budget | Adj | Revised | Comment |
|---|---|---|---|---|---|---|---|---|
| 10 | **Safe Neighborhood - NW 131st St** | | | | | | | |
| | Safe Neigh | Exp | 44-543638 | NW 131st St | - | 45,000 | 45,000 | Allocate funding for NW 131s St Improvements |
| | Safe Neigh | Trn-In | 320-381001 | Transfer-In From General Fund | 1,062,052 | 45,000 | 1,107,052 | |
| | Non-Dept | Trn-Out | 19-581320 | Transfer-Out to Safe Neigh CIP | 1,062,052 | 45,000 | 1,107,052 | |
| | Gen Fund | Fund Bal | 001-383010 | Use Of Fund Balance | 705,519 | 45,000 | 750,519 | |
| 11 | **Safe Neighborhood - Gateways** | | | | | | | |
| | Safe Neigh | Exp | 44-541847 | Gateways | - | 251,757 | 251,757 | Carryover funding for Gateway Project |
| | Safe Neigh | Trn-In | 320-381001 | Transfer-In From General Fund | 1,107,052 | 251,757 | 1,358,809 | |
| | Non-Dept | Trn-Out | 19-581320 | Transfer-Out to Safe Neigh CIP | 1,107,052 | 251,757 | 1,358,809 | |
| | Gen Fund | Fund Bal | 001-383010 | Use Of Fund Balance | 750,519 | 251,757 | 1,002,276 | |
| 12 | **Safe Neighborhood - Artscape** | | | | | | | |
| | Safe Neigh | Exp | 44-538639 | Artscape | 50,000 | 16,350 | 66,350 | Carryover funding for Artscape Project |
| | Safe Neigh | Trn-In | 320-381105 | Transfer-In from ARPA | 1,014,874 | 16,350 | 1,031,224 | |
| | ARPA | Trn-Out | 15-581320 | Transer out To Safe-Neighborhood | 1,014,874 | 16,350 | 1,031,224 | |
| | ARPA | Fund Bal | 105-383010 | Use Of Fund Balance ARPA | 2,111,467 | 16,350 | 2,127,817 | |
| 13 | **Safe Neighborhood - ADA Assessment** | | | | | | | |
| | Safe Neigh | Exp | 44-541858 | ADA Assessment | 200,000 | 82,561 | 282,561 | Carryover funding for ADA Assessment Project |
| | Safe Neigh | Trn-In | 320-381001 | Transfer-In From General Fund | 1,358,809 | 82,561 | 1,441,370 | |
| | Non-Dept | Trn-Out | 19-581320 | Transfer-Out to Safe Neigh CIP | 1,358,809 | 82,561 | 1,441,370 | |
| | Gen Fund | Fund Bal | 001-383010 | Use Of Fund Balance | 1,002,276 | 82,561 | 1,084,837 | |
| 14 | **Safe Neighborhood - Cairo Lane** | | | | | | | |
| | Safe Neigh | Exp | 44-541820 | Cairo Lane | 964,874 | 591,799 | 1,556,673 | Carryover funding for Cairo Lane Project |
| | Safe Neigh | Trn-In | 320-381105 | Transfer-In from ARPA | 1,031,224 | 591,799 | 1,623,023 | |
| | ARPA | Trn-Out | 15-581320 | Transer Out To Safe-Neighborhood | 1,031,224 | 591,799 | 1,623,023 | |

**FY 26 Budget Amendment #1- Detail - First Hearing**

| # | | | | Amendment Details | Budget | Adj | Revised | Comment |
|---|---|---|---|---|---|---|---|---|
| | ARPA | Fund Bal | 105-383010 | Use Of Fund Balance ARPA | 2,127,817 | 591,799 | 2,719,616 | |
| 15 | **Safe Neighborhood - Ali Baba Ave** | | | | | | | |
| | Safe Neigh | Exp | 44-541818 | Ali Baba Ave | - | 162,500 | 162,500 | Allocate Funding for Ali Baba Ave Project |
| | Safe Neigh | Rev | 320-334700 | Grant - FEMA | - | 77,187 | 77,187 | |
| | Safe Neigh | Trn-In | 320-381001 | Transfer-In From General Fund | 1,441,370 | 85,313 | 1,526,683 | |
| | Non-Dept | Trn-Out | 19-581320 | Transfer-Out to Safe Neigh CIP | 1,441,370 | 85,313 | 1,526,683 | |
| | Gen Fund | Fund Bal | 001-383010 | Use Of Fund Balance | 1,084,837 | 85,313 | 1,170,150 | |
| 16 | **Safe Neighborhood - Resurfacing** | | | | | | | |
| | Safe Neigh | Exp | 44-541800 | Resurfacing | 300,000 | 155,089 | 455,089 | Carryover funding for Resurfacing Project |
| | Safe Neigh | Trn-In | 320-381001 | Transfer-In From General Fund | 1,526,683 | 155,089 | 1,681,772 | |
| | Non-Dept | Trn-Out | 19-581320 | Transfer-Out to Safe Neigh CIP | 1,526,683 | 155,089 | 1,681,772 | |
| | Gen Fund | Fund Bal | 001-383010 | Use Of Fund Balance | 1,170,150 | 155,089 | 1,325,239 | |
| 17 | **PTP - Street Safety Analysis** | | | | | | | |
| | PTP | Exp | 47-541857 | Street Safety Analysis | - | 81,870 | 81,870 | Carryover Funding for PTP Street Safety Analysis Project |
| | PTP | Fund Bal | 176-383010 | Use Of Fund Balance | - | 81,870 | 81,870 | |
| 18 | **PTP - Sidewalks** | | | | | | | |
| | PTP | Exp | 47-541835 | Side Walk Project | - | 127,554 | 127,554 | Carryover Funding for PTP Side Walk Project |
| | PTP | Fund Bal | 176-383010 | Use Of Fund Balance | 81,870 | 127,554 | 209,424 | |
| 19 | **Water-Sewer CIP - Pump Station #9** | | | | | | | |
| | WS-CIP | Exp | 86-535635 | Pump Station #9 | 474,640 | 182,468 | 657,108 | Carryover Funding for Pump Station #9 |
| | WS-CIP | Trn-In | 445-381105 | Transfer in From ARPA Fund | 749,126 | 182,468 | 931,594 | |
| | ARPA | Trn-Out | 15-538902 | Transfer To WS CIP Fund | 749,126 | 182,468 | 931,594 | |
| | ARPA | Fund Bal | 105-383010 | Use Of Fund Balance ARPA | 2,719,616 | 182,468 | 2,902,084 | |
| 20 | **Water-Sewer CIP - Pump Station #16** | | | | | | | |
| | WS-CIP | Exp | 86-535650 | Pump Station #16 | 274,486 | 124,784 | 399,270 | Carryover Funding for Pump Station #16 |
| | WS-CIP | Trn-In | 445-381105 | Transfer in From ARPA Fund | 931,594 | 124,784 | 1,056,378 | |
| | ARPA | Trn-Out | 15-538902 | To WS CIP Fund | 931,594 | 124,784 | 1,056,378 | |
| | ARPA | Fund Bal | 105-383010 | Use Of Fund Balance ARPA | 2,902,084 | 124,784 | 3,026,868 | |
| 21 | **Water-Sewer CIP - Cairo Lane** | | | | | | | |
| | WS-CIP | Exp | 86-5356315 | Cairo lane | - | 646,750 | 646,750 | Carryover Funding for Cairo Lane |
| | WS-CIP | Trn-In | 445-381105 | Transfer in From ARPA Fund | 1,056,378 | 446,750 | 1,503,128 | |
| | ARPA | Trn-Out | 15-538902 | Transfer To WS CIP Fund | 1,056,378 | 446,750 | 1,503,128 | |

**FY 26 Budget Amendment #1- Detail - First Hearing**

| # | | | | Amendment Details | Budget | Adj | Revised | Comment |
|---|---|---|---|---|---|---|---|---|
| | ARPA | Fund Bal | 105-383010 | Use Of Fund Balance ARPA | 3,026,868 | 446,750 | 3,473,618 | |
| | WS-CIP | Trn-In | 445-381010 | Transfer-In From Water-Sewer Fund | 2,024,784 | 200,000 | 2,224,784 | |
| | WS-Fin | Trn-Out | 61-581925 | Transfer-Out To WS-CIP Fund | 1,900,000 | 200,000 | 2,100,000 | |
| | Water-Sewer | Fund Bal | 440-383010 | Use of Fund Balance WS | 3,054,458 | 200,000 | 3,254,458 | |
| **22** | **Water-Sewer CIP - Pump Station #4** | | | | | | | |
| | WS-CIP | Exp | 86-535636 | Pump Station #4 | 1,150,000 | 51,076 | 1,201,076 | Carryover Funding for Pump Station #4 |
| | WS-CIP | Trn-In | 445-381010 | Transfer-In From Water-Sewer Fund | 2,100,000 | 51,076 | 2,151,076 | |
| | WS-Fin | Trn-Out | 61-581925 | Transfer-Out To WS-CIP Fund | 2,100,000 | 51,076 | 2,151,076 | |
| | Water-Sewer | Fund Bal | 440-383010 | Use of Fund Balance WS | 3,254,458 | 51,076 | 3,305,534 | |
| **23** | **Stormwater - CIP - Resiliency Study** | | | | | | | |
| | Strm-CIP | Exp | 87-538652 | Resiliency Study | 75,000 | 94,000 | 169,000 | Carryover Funding for Resiliency Study |
| | Strm-CIP | Trn-In | 455-381450 | Transfer In from Stormwater Fund | 3,876,075 | 94,000 | 3,970,075 | |
| | Stormwater | Trn-Out | 43-513917 | Transfer to Stormwater CIP | 3,876,075 | 94,000 | 3,970,075 | |
| | Stormwater | Fund Bal | 450-383010 | Use of Fund Balance - Stormwater | 3,705,927 | 94,000 | 3,799,927 | |
| **24** | **Stormwater - CIP - NW 133rd Street Project** | | | | | | | |
| | Strm-CIP | Exp | 87-541828 | NW 133rd St Improvements | - | 94,024 | 94,024 | Carryover Funding for NW 13rd St Improvements |
| | Strm-CIP | Trn-In | 455-381450 | Transfer In from Stormwater Fund | 3,970,075 | 94,024 | 4,064,099 | |
| | Stormwater | Trn-Out | 43-513917 | Transfer to Stormwater CIP | 3,970,075 | 94,024 | 4,064,099 | |
| | Stormwater | Fund Bal | 450-383010 | Use of Fund Balance - Stormwater | 3,799,927 | 94,024 | 3,893,951 | |
| **25** | **Stormwater - CIP - Cairo Lane** | | | | | | | |
| | Strm-CIP | Exp | 87-5386315 | Cairo Lane - Stormwater | 621,387 | 753,676 | 1,375,063 | Carryover Funding for Cairo Lane - Stormwater |
| | Str-CIP | Trn-In | 455-381105 | Transfer In from ARPA | 368,467 | 753,676 | 1,122,143 | |
| | ARPA | Trn-Out | 15-538903 | Transfer Out to Stormwater CIP | 368,467 | 753,676 | 1,122,143 | |
| | ARPA | Fund Bal | 105-383010 | Use Of Fund Balance ARPA | 3,473,618 | 753,676 | 4,227,294 | |
| **26** | **Stormwater - CIP -Nile Gardens** | | | | | | | |
| | Strm-CIP | Exp | 87-538653 | Nile Gardens | 1,341,749 | 100,000 | 1,441,749 | Carryover Funding for Nile Gardens Project |
| | Strm-CIP | Trn-In | 455-381450 | Transfer In from Stormwater Fund | 4,064,099 | 100,000 | 4,164,099 | |
| | Stormwater | Trn-Out | 43-513917 | Transfer to Stormwater CIP | 4,064,099 | 100,000 | 4,164,099 | |
| | Stormwater | Fund Bal | 450-383010 | Use of Fund Balance - Stormwater | 3,893,951 | 100,000 | 3,993,951 | |
| **27** | **Stormwater - CIP - Burlington Canal** | | | | | | | |
| | Strm-CIP | Exp | 87-5356328 | Burlington Canal | 750,000 | 125,838 | 875,838 | Carryover Funding for Burlington Canal Project Phase 2 |
| | Strm-CIP | Trn-In | 455-381450 | Transfer In from Stormwater Fund | 4,164,099 | 125,838 | 4,289,937 | |
| | Stormwater | Trn-Out | 43-513917 | Transfer to Stormwater CIP | 4,164,099 | 125,838 | 4,289,937 | |
| | Stormwater | Fund Bal | 450-383010 | Use of Fund Balance - Stormwater | 3,993,951 | 125,838 | 4,119,789 | |
| **28** | **Water & Sewer - Derm Fee** | | | | | | | |
| | Water & Sewer | Exp | 64-533301 | Derm Expense Service Fee | - | 35,000 | 35,000 | Funding for Derm Service Fee |
| | Water & Sewer | Fund Bal | 440-383010 | Use of Fund Balance - Water & Sewer | 3,305,534 | 35,000 | 3,340,534 | |

**FY 26 Budget Amendment #1- Detail - First Hearing**

| # | | | | Amendment Details | Budget | Adj | Revised | Comment |
|---|---|---|---|---|---|---|---|---|
| **29** | **Water-Sewer CIP - Pump Station #9** | | | | | | | |
| | WS-CIP | Exp | 86-535635 | Pump Station #9 | 657,108 | 180,000 | 837,108 | Funding Change Order for Pump Station #9 |
| | WS-CIP | Exp | 86-535636 | Pump Station #4 | 1,201,076 | (180,000) | 1,021,076 | |
| **30** | **Water & Sewer - Fire Hydrant & Valve Imp** | | | | | | | |
| | Water & Sewer | Exp | 64-5336309 | Fire Hydrant & Valve Imp | 92,000 | 65,000 | 157,000 | Carryover Fundig for Fire Hydrant & Valve Imp Project |
| | Water & Sewer | Fund Bal | 440-383010 | Use of Fund Balance - Water & Sewer | 3,340,534 | 65,000 | 3,405,534 | |

# FY 26 Budget Amendment #1 - Summary By Fund - First Hearing

| Total City | | | | |
|---|---|---|---|---|
| | Governmental Funds | Enterprise Funds | ARPA Fund | Total |
| **Adopted Budget** | | | | |
| Funding | | | | |
| Revenue/Loans | 32,506,938 | 12,530,937 | 40,000 | 45,077,875 |
| Use Of / (Add To) Fund Bal | 3,211,349 | 6,760,385 | 2,111,467 | 12,083,201 |
| Total Funding Ex Trans-In | 35,718,287 | 19,291,322 | 2,151,467 | 57,161,076 |
| Transfer-in | 16,111,586 | 7,145,366 | - | 23,256,952 |
| Total Funding | 51,829,873 | 26,436,688 | 2,151,467 | 80,418,028 |
| Expenditure | | | | |
| Expenditure - Ex Trans-Out | 38,366,173 | 18,775,903 | 19,000 | 57,161,076 |
| Transfer-Out | 13,463,700 | 7,660,785 | 2,132,467 | 23,256,952 |
| Total Expenditure | 51,829,873 | 26,436,688 | 2,151,467 | 80,418,028 |
| **Amendment #1** | | | | |
| Funding | | | | |
| Revenue/Loans | 260,687 | - | - | 260,687 |
| Use Of / (Add To) Fund Bal | 921,334 | 764,938 | 2,115,827 | 3,802,099 |
| Total Funding Ex Trans-In | 1,182,021 | 764,938 | 2,115,827 | 4,062,786 |
| Transfer-in | 1,279,059 | 2,172,616 | - | 3,451,675 |
| Total Funding | 2,461,080 | 2,937,554 | 2,115,827 | 7,514,461 |
| Expenditure | | | | |
| Expenditure - Ex Trans-Out | 1,790,170 | 2,272,616 | - | 4,062,786 |
| Transfer-Out | 670,910 | 664,938 | 2,115,827 | 3,451,675 |
| Total Expenditure | 2,461,080 | 2,937,554 | 2,115,827 | 7,514,461 |
| **Budget Thru Amendment #1** | | | | |
| Funding | | | | |
| Revenue/Loans | 32,767,625 | 12,530,937 | 40,000 | 45,338,562 |
| Use Of / (Add To) Fund Bal | 4,132,683 | 7,525,323 | 4,227,294 | 15,885,300 |
| Total Funding Ex Trans-In | 36,900,308 | 20,056,260 | 4,267,294 | 61,223,862 |
| Transfer-in | 17,390,645 | 9,317,982 | - | 26,708,627 |
| Total Funding | 54,290,953 | 29,374,242 | 4,267,294 | 87,932,489 |
| Expenditure | | | | |
| Expenditure - Ex Trans-Out | 40,156,343 | 21,048,519 | 19,000 | 61,223,862 |
| Transfer-Out | 14,134,610 | 8,325,723 | 4,248,294 | 26,708,627 |
| Total Expenditure | 54,290,953 | 29,374,242 | 4,267,294 | 87,932,489 |

**Exhibit "A"**

# FY 26 Budget Amendment #1 - Summary By Fund - First Hearing

## General Fund

| | | Budget Adopted | Amendment #1 | Budget Thru Amend #1 |
|---|---|---|---|---|
| **Funding** | | | | |
| Revenue/Loans | | 24,510,407 | - | 24,510,407 |
| Use Of / (Add To) Fund Bal | | 613,330 | 711,910 | 1,325,240 |
| Total Funding - Ex Transfer-In | | 25,123,737 | 711,910 | 25,835,647 |
| Transfer-In | | 7,580,202 | - | 7,580,202 |
| Total Funding | | 32,703,939 | 711,910 | 33,415,849 |
| **Expenditure** | **Div** | | | |
| Commission | 10 | 176,560 | - | 176,560 |
| City Manager | 12 | 958,843 | - | 958,843 |
| General Fund Non-Depart - Ex Trans Out | 19 | 1,833,902 | (7,751) | 1,826,151 |
| Human Resources | 13 | 600,891 | - | 600,891 |
| Clerk | 16 | 646,908 | 48,751 | 695,659 |
| Attorney | 28 | 514,000 | - | 514,000 |
| Finance | 17 | 1,935,972 | - | 1,935,972 |
| Planning & Community Dev | 37 | 825,596 | (100,000) | 725,596 |
| Building & Licenses | 30 | 892,318 | - | 892,318 |
| Parks & Recreation | 72 | 1,565,048 | - | 1,565,048 |
| Police | 26 | 11,142,154 | - | 11,142,154 |
| Code Enforcement | 23 | 867,990 | - | 867,990 |
| Housing & Social Services | 70 | 378,914 | 100,000 | 478,914 |
| Building & Grounds Maintenance | 38 | 1,641,407 | - | 1,641,407 |
| Public Works - Admin | 32 | 593,398 | - | 593,398 |
| Public Works - Streets | 41 | 617,063 | - | 617,063 |
| Public Works - Trash | 50 | - | - | - |
| Public Works - Vehicle Maintenance | 49 | 827,272 | - | 827,272 |
| Total Expenditure - Ex Transfer-Out | | 26,018,236 | 41,000 | 26,059,236 |
| Transfer-Out | 19 | 6,685,703 | 670,910 | 7,356,613 |
| Total Expenditure | | 32,703,939 | 711,910 | 33,415,849 |

**Exhibit "A"**

# FY 26 Budget Amendment #1 - Summary By Fund - First Hearing

| Governmental Funds | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | General Fund | Safe Neighborhood Capital Fund | People's Transportation Plan Fund | Town Center Fund | Debt Service Fund | Special Law Enforcement Fund | Law Enforcement Training Trust Fund | Insurance Service Fund | Information Technology Service Fund | Total Gov Funds |
| **Adopted Budget** | | | | | | | | | | |
| Funding | | | | | | | | | | |
| Revenue/Loans | 24,510,407 | 1,225,000 | 1,232,287 | 306,744 | 4,975,000 | 255,000 | 2,500 | - | - | 32,506,938 |
| Use Of / (Add To) Fund Bal | 613,330 | - | - | - | 2,425,556 | 121,963 | 50,500 | - | - | 3,211,349 |
| Total Funding Ex Trans-In | 25,123,737 | 1,225,000 | 1,232,287 | 306,744 | 7,400,556 | 376,963 | 53,000 | - | - | 35,718,287 |
| Transfer-in | 7,580,202 | 2,025,736 | - | 207,434 | - | - | - | 4,491,734 | 1,806,480 | 16,111,586 |
| Total Funding | 32,703,939 | 3,250,736 | 1,232,287 | 514,178 | 7,400,556 | 376,963 | 53,000 | 4,491,734 | 1,806,480 | 51,829,873 |
| Expenditure | | | | | | | | | | |
| Expenditure - Ex Trans-Out | 26,018,236 | 3,250,736 | 1,232,287 | 514,178 | 622,559 | 376,963 | 53,000 | 4,491,734 | 1,806,480 | 38,366,173 |
| Transfer-Out | 6,685,703 | - | - | - | 6,777,997 | - | - | - | - | 13,463,700 |
| Total Expenditure | 32,703,939 | 3,250,736 | 1,232,287 | 514,178 | 7,400,556 | 376,963 | 53,000 | 4,491,734 | 1,806,480 | 51,829,873 |
| **Amendment #1** | | | | | | | | | | |
| Funding | | | | | | | | | | |
| Revenue/Loans | - | 260,687 | - | - | - | - | - | - | - | 260,687 |
| Use Of / (Add To) Fund Bal | 711,910 | - | 209,424 | - | - | - | - | - | - | 921,334 |
| Total Funding Ex Trans-In | 711,910 | 260,687 | 209,424 | - | - | - | | - | - | 1,182,021 |
| Transfer-in | - | 1,279,059 | - | - | - | - | | - | - | 1,279,059 |
| Total Funding | 711,910 | 1,539,746 | 209,424 | - | - | - | | - | - | 2,461,080 |
| Expenditure | | | | | | | | | | |
| Expenditure - Ex Trans-Out | 41,000 | 1,539,746 | 209,424 | - | - | - | - | - | - | 1,790,170 |
| Transfer-Out | 670,910 | - | - | - | - | - | | - | - | 670,910 |
| Total Expenditure | 711,910 | 1,539,746 | 209,424 | - | - | - | | - | - | 2,461,080 |
| **Budget Thru Amendment #1** | | | | | | | | | | |
| Funding | | | | | | | | | | |
| Revenue/Loans | 24,510,407 | 1,485,687 | 1,232,287 | 306,744 | 4,975,000 | 255,000 | 2,500 | - | - | 32,767,625 |
| Use Of / (Add To) Fund Bal | 1,325,240 | - | 209,424 | - | 2,425,556 | 121,963 | 50,500 | - | - | 4,132,683 |
| Total Funding Ex Trans-In | 25,835,647 | 1,485,687 | 1,441,711 | 306,744 | 7,400,556 | 376,963 | 53,000 | - | - | 36,900,308 |
| Transfer-in | 7,580,202 | 3,304,795 | - | 207,434 | - | - | - | 4,491,734 | 1,806,480 | 17,390,645 |
| Total Funding | 33,415,849 | 4,790,482 | 1,441,711 | 514,178 | 7,400,556 | 376,963 | 53,000 | 4,491,734 | 1,806,480 | 54,290,953 |
| Expenditure | | | | | | | | | | |
| Expenditure - Ex Trans-Out | 26,059,236 | 4,790,482 | 1,441,711 | 514,178 | 622,559 | 376,963 | 53,000 | 4,491,734 | 1,806,480 | 40,156,343 |
| Transfer-Out | 7,356,613 | - | - | - | 6,777,997 | - | - | - | - | 14,134,610 |
| Total Expenditure | 33,415,849 | 4,790,482 | 1,441,711 | 514,178 | 7,400,556 | 376,963 | 53,000 | 4,491,734 | 1,806,480 | 54,290,953 |

**Exhibit "A"**

# FY 26 Budget Amendment #1 - Summary By Fund - First Hearing

| Enterprise Funds | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Water-Sewer Operating Fund | | | | | | Storm Water Op | Water Sewer CIP | Storm Water CIP | Total |
| | Water-Sewer Operating Divisions (Expense) | | | | | | | | | |
| | Water Division | Sewer Division | Water-Sewer Finance Division | Water Lines Division | Water-Sewer CIP Division | Total Water-Sewer Op Fund | Storm Water Op Fund | Total Water-Sewer CIP Fund | Storm Water CIP Fund | Total Enterprise Funds |
| **Adpted Budget** | | | | | | | | | | |
| Funding | | | | | | | | | | |
| Revenue/Loans | | | | | | 9,792,477 | 2,163,460 | - | 575,000 | 12,530,937 |
| Use Of / (Add To) Fund Bal | | | | | | 3,054,458 | 3,705,927 | - | - | 6,760,385 |
| Total Funding Ex Trans-In | | | | | | 12,846,935 | 5,869,387 | - | 575,000 | 19,291,322 |
| Transfer-in | | | | | | 251,698 | - | 2,649,126 | 4,244,542 | 7,145,366 |
| Total Funding | - | - | - | - | - | 13,098,633 | 5,869,387 | 2,649,126 | 4,819,542 | 26,436,688 |
| Expenditure | | | | | | | | | | |
| Expenditure - Ex Trans-Out | 2,715,063 | 5,212,936 | 907,360 | 528,511 | 326,868 | 9,690,738 | 1,616,497 | 2,649,126 | 4,819,542 | 18,775,903 |
| Transfer-Out | - | - | 3,407,895 | - | - | 3,407,895 | 4,252,890 | - | - | 7,660,785 |
| Total Expenditure | 2,715,063 | 5,212,936 | 4,315,255 | 528,511 | 326,868 | 13,098,633 | 5,869,387 | 2,649,126 | 4,819,542 | 26,436,688 |
| **Amendment #1** | | | | | | | | | | |
| Funding | | | | | | | | | | |
| Revenue/Loans | | | | | | - | - | - | - | - |
| Use Of / (Add To) Fund Bal | | | | | | 351,076 | 413,862 | - | - | 764,938 |
| Total Funding Ex Trans-In | | | | | | 351,076 | 413,862 | - | - | 764,938 |
| Transfer-in | | | | | | - | - | 1,005,078 | 1,167,538 | 2,172,616 |
| Total Funding | - | - | - | - | - | 351,076 | 413,862 | 1,005,078 | 1,167,538 | 2,937,554 |
| Expenditure | | | | | | | | | | |
| Expenditure - Ex Trans-Out | 100,000 | - | - | - | - | 100,000 | - | 1,005,078 | 1,167,538 | 2,272,616 |
| Transfer-Out | - | - | 251,076 | - | - | 251,076 | 413,862 | - | - | 664,938 |
| Total Expenditure | 100,000 | - | 251,076 | - | - | 351,076 | 413,862 | 1,005,078 | 1,167,538 | 2,937,554 |
| **Budget Thru Amendment #1** | | | | | | | | | | |
| Funding | | | | | | | | | | |
| Revenue/Loans | | | | | | 9,792,477 | 2,163,460 | - | 575,000 | 12,530,937 |
| Use Of / (Add To) Fund Bal | | | | | | 3,405,534 | 4,119,789 | - | - | 7,525,323 |
| Total Funding Ex Trans-In | | | | | | 13,198,011 | 6,283,249 | - | 575,000 | 20,056,260 |
| Transfer-in | | | | | | 251,698 | - | 3,654,204 | 5,412,080 | 9,317,982 |
| Total Funding | - | - | - | - | - | 13,449,709 | 6,283,249 | 3,654,204 | 5,987,080 | 29,374,242 |
| Expenditure | | | | | | | | | | |
| Expenditure - Ex Trans-Out | 2,815,063 | 5,212,936 | 907,360 | 528,511 | 326,868 | 9,790,738 | 1,616,497 | 3,654,204 | 5,987,080 | 21,048,519 |
| Transfer-Out | - | - | 3,658,971 | - | - | 3,658,971 | 4,666,752 | - | - | 8,325,723 |
| Total Expenditure | 2,815,063 | 5,212,936 | 4,566,331 | 528,511 | 326,868 | 13,449,709 | 6,283,249 | 3,654,204 | 5,987,080 | 29,374,242 |

**Exhibit "A"**

Sponsored By: City Manager

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FLORIDA INDUSTRIAL PROPERTIES EIGHT, LLC FOR THE SALE OF PROPERTY AND RELOCATION OF THE WATER MAIN ON THE PROPERTY KNOWN AS "THE WATER TANK PROPERTY"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Opa-Locka ("City") and Florida Industrial Properties Eight, LLC ("Florida Industrial Properties Eight, LLC") desire to enter into an agreement for the sale of City-owned property known as "The Water Tank Property;" and

**WHEREAS**, on April 3, 2024, the City of Opa-Locka ("City") published Request for Proposals (RFP) No. 24-0501200 for the sale of City-Owned Property, identified by folio 08-2129-005-1621 (known as the "The Water Tank Property"); and

**WHEREAS,** Florida Industrial Properties Eight, LLC ranked highest as the only proposer; and

**WHEREAS,** approval by the City Commission has been obtained for the sale of the Water Tank Property on the condition that Florida Industrial Properties Eight, LLC would agree to relocate the existing water main currently located on the subject site; and

**WHEREAS,** the City Commission finds that authorizing the City Manager to execute an agreement with Florida Industrial Properties Eight, LLC relating to the sale of the Water Tank Property and subsequent relocation of the water main consistent with the Commercial Contract and Additional Terms and conditions set forth in Composite Exhibit "A" is in the best interests of the City.

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

**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. Authorization of City Manager.** The City Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to execute an agreement with Florida Industrial Properties Eight, LLC relating to the sale of the Water Tank Property and the subsequent relocation of the water main consistent with the Commercial Contract and

Additional Terms and conditions set forth in Composite Exhibit "A."

**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 4.** **Conflict and Repealer.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 5.** **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 6.** **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**

| | | | | | | |
|---|---|---|---|---|---|---|
| **Department Director:** | Gregory Gay | | | **Department Director Signature:** | | |
| **City Manager:** | Sha'mecca Lawson | | | **CM Signature** | Sha'mecca | |
| **Commission Meeting Date:** | 12.10.2025 | | **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 |
| | | X | **Public Hearing:** *(Enter X in box)* | | **Yes** / **No** | **Yes** / **No** |
| | | | | | X | X |
| **Funding Source:** *Account#:* | *(Enter Fund & Dept)* Ex: See Financial Impact section below | | **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:** | | **Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)* | |
| | X | | **Enhance Organizational** ☐<br>**Bus. & Economic Dev** ■<br>**Public Safety** ☐<br>**Quality of Education** ☐<br>**Qual. of Life & City Image** ■<br>**Communication** ☐ | | Bus. & Economic Development<br>Qual. of Life & City Image | |
| **Sponsor Name** | City Manager | | **Department:** | | Planning and Community Development | |

## Short Title:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA ACCEPTING THE PROPOSED PLAN FOR THE RELOCATION OF THE EXISTING WATER MAIN ON THE SITE KNOWN AS THE " WATER TANK PROPERTY ".**

## Staff Summary:

The proposed buyer has agreed to incur all expenses related to the relocation of the existing 12" water main that is currently housed on the property and provides water services to the Amelia Earhart Park. After several meetings and extensive discussion City Administration has reach a mutually beneficial resolution and desires to execute an agreement delegating the relocation as the sole responsibility of Florida Industrial Eight, LLC within 90 days of the sale and with no interruption of water service.

## Financial Impact:

**Financial Impact-** As per Public Works there will be no Financial Impact to the City, as the vendor will be responsible for any costs related to the relocation of the Water main and meter.

## Proposed Action:

Staff recommends approval of this resolution.

## Attachment:

# Composite Exhibit A

## Commercial Contract

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1. **PARTIES AND PROPERTY:** **FLORIDA INDUSTRIAL PROPERTY NINE LLC, a Florida limited liability company** **("Buyer")** agrees to buy and **CITY OF OPA-LOCKA, a political subdivision of the State of Florida** **("Seller")** agrees to sell the property at:

Street Address: _____

Legal Description: **Lots 54 & 55, Block 5 Less the north 130 feet and Lots 1 & 2, Block 6 less the north 130 feet of MIAMI DADE INDUSTRIAL PARK PART TWO, according to the Plat thereof, as recorded in Plat Book 86 at Page 74, of the Public Records of Miami-Dade County, Florida**

and the following Personal Property: **N/A**

(all collectively referred to as the "Property") on the terms and conditions set forth below.

**2. PURCHASE PRICE:** $ **280,000.00**

**(a)** Deposit held in escrow by: **Evans Law** $ **14,000.00**
("Escrow Agent") (checks are subject to actual and final collection)

Escrow Agent's address: **Evans@LREvansPA.com** Phone: **(561)832-8288**

**(b)** Additional deposit to be made to Escrow Agent
☐within _____days (3 days, if left blank) after completion of Due Diligence Period or
☒within **3** days after Effective Date _____ $ **14,000.00**

**(c)** Additional deposit to be made to Escrow Agent
☐within _____days (3 days, if left blank) after completion of Due Diligence Period or
☐within _____days after Effective Date $ _____

**(d)** Total financing (see Paragraph 5) _____ $ _____

**(e)** Other _____ $ _____

**(f)** All deposits will be credited to the purchase price at closing.
Balance to close, subject to adjustments and prorations, to be paid
via wire transfer. $ **252,000.00**

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

**3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before **December ,2025**, this offer will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer** or _____. Calendar days, based on where the Property is located, will be used when computing all time periods. Other than time for acceptance and Effective Date as set forth above, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, ending or occurring on a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed will extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed . **Time is of the essence in this Contract.**

**4. CLOSING DATE AND LOCATION:**

**Buyer** (_____) (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.


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Evans Law, 2300 NW Corporate Blvd., Suite 215 Boca Raton FL 33431 Phone: 561-832-8288 Fax:

**(a) Closing Date:** This transaction will be closed on **30 days after expiration of DD** (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods ~~including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended~~ on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

**(b) Location:** Closing will take place in **Miami-Dade** County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

**5. THIRD PARTY FINANCING:**

~~**BUYER'S OBLIGATION:** On or before _____days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____% of the purchase price or $_____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____years, and amortized over _____years, with additional terms as follows:~~

~~_____.~~

~~**Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within _____days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter not a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.~~

**6. TITLE: Seller** has the legal capacity to and will convey marketable title to the Property by ☐statutory warranty deed ☒special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____

_____;

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as **N/A**.

**(a) Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☐ **Seller's** ☒**Buyer's** expense and within _____days after Effective Date or at least **5** days before Closing Date deliver to **Buyer** (check one) ☐ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed


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insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

**(b) Title Examination: Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within __30__ days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

**(c) Survey:** (check applicable provisions below)

(i.) ☒ **Seller** will, within __10__ days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

_**Environmental Inspections, if any**_____,

prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☒ **Buyer** will, at ☐ **Seller's** ☒ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☐ such encroachments will constitute a title defect to be cured within the Curative Period.

**(d) Ingress and Egress: Seller** warrants that the Property presently has ingress and egress.

**7. PROPERTY CONDITION: Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed $_____(1.5% of the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check **(a)** or **(b)**)

☐ **(a) As Is: Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period: Buyer** will, at **Buyer's** expense and within __120__ days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer**


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will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

**(c) Walk-through Inspection: Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

**8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☒ only with **Buyer's** consent ☐ without **Buyer's** consent.

**9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

**(a) Possession and Occupancy: Seller** will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

**(b) Costs: Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

**(c) Documents: Seller** will provide the deed; bill of sale; mechanic's lien affidavit; ~~originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its~~ contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, ~~contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium~~ documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if ~~applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or~~ **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the ~~**Buyer** in writing, will certify that information regarding the tenant's lease is correct.~~ If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. ~~**Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.~~

**(d) Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

**(e) Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.


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**(f) Foreign Investment in Real Property Tax Act (FIRPTA):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

**10. ESCROW AGENT: Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

**11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have **30** days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

**12. FORCE MAJEURE: Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

**13. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

**14. DEFAULT:**

**(a)** In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. ~~If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the~~ brokerage fee.

**(b)** In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

**15. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

**16. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,

document, or item given by or delivered to an attorney ~~or real estate licensee (including a transaction broker)~~ representing a party will be as effective as if given by or delivered to that party.

**17. DISCLOSURES:**

**(a)** ~~**Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.~~

**(b) Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

**(c) Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**(d)** ~~**Energy Efficiency Rating Information: Buyer** acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes~~.

**18. RISK OF LOSS:**

~~**(a)** If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.~~

~~**(b)** If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.~~

**19. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☐ is not assignable ☒ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms **"Buyer," "Seller"** and "Broker" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

**20. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

**21. BROKERS:** Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

**(a) Seller's Broker:** NONE,
(Company Name) (Licensee)

_____,
(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated _ by ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____

_____

**Buyer** (_____) (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 6 of 11


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302 **(b) Buyer's Broker:** NONE,


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(Company Name) (Licensee)

_____,

(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller's Broker** ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ other (specify)

_____

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

**22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

| | | |
|---|---|---|
| ☐ Arbitration | ☐ Seller Warranty | ☐ Existing Mortgage |
| ☐ Section 1031 Exchange | ☐ Coastal Construction Control Line | ☐ Buyer's Attorney Approval |
| ☐ Property Inspection and Repair | ☐ Flood Area Hazard Zone | ☐ Seller's Attorney Approval |
| ☐ Seller Representations | ☐ Seller Financing | ☐ Other _____ |

**23. ADDITIONAL TERMS:**

**See Attached.**

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**


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Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

**ATTENTION: SELLER AND BUYER**

**CONVEYANCES TO FOREIGN BUYERS**: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

**At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.** Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

_____ Date: _____
(Signature of Buyer

**FLORIDA INDUSTRIAL PROPERTY NINE LLC, a Florida limited liability company** Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title: _____ Telephone: _____

_____ Date: _____
(Signature of Buyer

_____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title: _____ Telephone: _____

Buyer's Address for purpose of notice _____

Facsimile: _____ Email: _____

_____ Date: _____
(Signature of Seller)

**CITY OF OPA-LOCKA, a political subdivision of the State of Florida** Tax ID No.: _____
(Typed or Printed Name of Seller)

Title: _____ Telephone: _____

_____ Date: _____
(Signature of Seller)

_____ Tax ID No.: _____
(Typed or Printed Name of Seller)

Title: _____ Telephone: _____

Seller's Address for purpose of notice: _____

Facsimile: _____ Email: _____

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FLORIDA ENGINEERING
& DEVELOPMENT CORP.

September, 17, 2025

**To:**
Airia Austin
Public Works Director
City of Opa-Locka
12950 LeJeune Road, 2nd Floor
Opa-Locka, FL 33054

**RE: Water Main Relocation – Proposed by Florida Industrial Properties Nine, LLC**
**Property Address:** 4480 NW 128th St, Opa-Locka, FL

**Subject:** Existing 12" Water Main Relocation Plan

Good afternoon Mr. Airia,

We would like to formally present our proposed plan for the relocation of the existing 12" water main currently running through City-owned property, as shown on the attached drawing.

The scope of the proposed work is as follows:

- The existing water meter located at the southwest corner of the lot will be removed.
- A new 8" meter will be installed along NW 128th Street.
- The section of the existing 12" water main that currently runs around the tank on the north and west sides will be removed.
- A new 12" water main will be installed along the east and south sides of the tank, connecting at the southwest corner of the lot.

We believe this relocation plan will optimize the water infrastructure layout and better accommodate the existing site conditions. Please review the attached drawing and let us know if you have any questions or require further details.

Thank you for your attention and cooperation.

Sincerely,

Erik Blaubach
Project Manager
Florida Engineering and Development

Address: 12076 NW 98th Avenue, Hialeah Gardens Florida 33018
Office Phone No.: (305) 820 8333

NW 128th St
NW 128th St
Install an 8" meter
Existing 12" diam WM
Connect the new to existing 12"
Section of 12" diam WM to be removed after relocation
Remove existing meter and connect to existing 12" WM
Install new 12" diam WM

**ORDINANCE NO._____**

**AN ORDINANCE OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE IV ENTITLED "PURCHASING" OF THE CITY'S CODE OF ORDINANCES; AMENDING SECTION 2-361 RELATING TO "PUBLIC PRIVATE PARTNERSHIP; SPECIFICALLY AMENDING SUBSECTION (D)(2) ENTITLED "UNSOLICITED DETAILED PROPOSALS" TO REDUCE THE PROPOSAL REVIEW FEE FROM $50,000.00 TO $25,000.00; PROVIDE THAT IN THE CASE WHERE A PRIVATE ENTITY HAS ALREADY PAID FOR REVIEW OF A SUBSTANTIALLY SIMILAR CONCEPTUAL PROPOSAL, REDUCING THE FEE FOR REVIEW FROM $45,000.00 TO $20,000.00; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** through passage of Ordinance 2025-29, the City Commission of the City of Opa-Locka, Florida, adopted uniform procedures to be used by the City and private entities for the procurement of projects consistent with Section 255.065, Florida Statutes; and

**WHEREAS,** the Ordinance pertaining to Public Private Partnerships (P3) was enacted to allow for greater private sector participation in the delivery of public projects; and

**WHEREAS,** the City of Opa-Locka is a "responsible public entity" as defined in the P3 Statute, authorized to follow the processes described in the P3 Statute to establish a P3 for a "qualifying project" as defined in the P3 Statute; and

**WHEREAS**, the procedures for a P3 project will not apply when the City of Opa-Locka procures stand-alone professional services, as defined in Section 287.055, Florida Statutes, or when it procures professional services for a design-build project outside the context of a P3 project, both of which will continue to be procured pursuant to Section

287.055, Florida Statutes; and

**WHEREAS,** to promote the efficient and effective use of the P3 method of project delivery, the City Commission finds it necessary to amend Section 2-361(d)(2) of the City of Opa-locka's purchasing code to reduce the proposal review fee from $50,000 to $25,000. In the case where the private entity has already paid a fee for review of a substantially similar conceptual proposal, reducing the fee from $45,000.00 to $20,000.00.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF OPA-LOCKA, FLORIDA:**

**Section 1: Amending Sec. 2-361 of the City of Opa-Locka's Code of Ordinances, more specifically subsection (d)(2) entitled "Unsolicited detailed proposals" to read as follows with the remainder of said section remaining the same:**

Public/Private Partnership: *Purpose and scope; applicability.*

(d) *Unsolicited detailed proposals.*

(1) A private entity may submit an unsolicited detailed proposal to the city to initiate the city's consideration of whether to deem the proposed project as a qualifying project and whether to pursue it further as a P3 project. The city is not obligated to pursue a project as a P3 project, even if the project satisfies the definition of a qualifying project. The city manager may seek input and direction from the city commission whether to undertake a review of an unsolicited detailed proposal pursuant to this section.

(2) A private entity must tender a proposal review fee of ~~$50,000.00~~ $25,000.00 with its detailed proposal, unless the private entity has already paid a fee for review of a substantially similar conceptual proposal, in which case the proposal review fee is

~~$45,000.00~~ $20,000.00. The city will not review an unsolicited detailed proposal that is not accompanied by the payment of this fee. Within 30 business days after receipt of the unsolicited detailed proposal and proposal review fee, the city, through the city manager or designee, will either summarily reject the unsolicited detailed proposal and return the proposal review fee or accept the unsolicited detailed proposal for substantive review. Unless the city chooses to summarily reject an unsolicited detailed proposal prior to conducting a substantive review, the proposal review fee is non-refundable. Payment must be made by cashier's check, or other noncancelable instrument. Personal or business checks will not be accepted.

(3) If the initial proposal review fee is insufficient to cover the city's costs to evaluate the proposal, the city will request, in writing, the additional amounts required. As permitted by the P3 Statute, the city's evaluation costs include, but are not limited to, fees for financial and technical advisors or consultants, and for other necessary advisors or consultants. If the private entity does not tender the additional requested amount with 30 days of the written request, the city may, in its sole discretion, stop its review of the proposal.

(4) An unsolicited detailed proposal must contain information sufficient to inform the city about: the detailed quality and character of the proposed qualifying project; the detailed experience and capacity of the private entity; and the detailed financial and implementation strategies to ensure successful project delivery. This information should include the following:

(i) A description of the private entity, including name, address, type of organization, and legal structure.

(ii) Name and complete contact information of the primary point of contact for the unsolicited detailed proposal.

(iii) Names and experience of proposed key project personnel.

(iv) Type of support needed, if any, from the city, for example, facilities, equipment, materials, personnel, financial resources, etc.

(v) Identification of any proprietary data used and the manner in which it is used.

(vi) Identification of any outside entities or professionals the private entity has or intends to consult with respect to the project.

(vii) The names of any other federal, state, or local agencies receiving a similar proposal from the private entity.

(viii) A complete discussion of the objective of the project, the method of approach, the nature of the anticipated results, and the characteristics that make it a qualifying project worthy of pursuit by the city.

(vix) A detailed overview of the proposed business arrangements, including the plan for the development, financing, and operation of the project.

(x) A preliminary project schedule.

(xi) A detailed financial analysis of the proposed project.

(xii) Specification as to when the pricing or terms of the proposal will expire.

(5) In considering an unsolicited detailed proposal, the city may require from the private entity a technical study, such as a financial analysis or feasibility study, prepared by a nationally recognized expert with experience in preparing such analyses and studies for bond rating agencies. In evaluating the technical study, the city may rely upon internal staff reports prepared by personnel familiar with the operation of similar facilities or the advice of external advisors or consultants who have relevant experience.

(6) Within 90 business days after receipt of the unsolicited detailed proposal, the city will notify the private entity in writing of the city's decision either to reject the unsolicited detailed proposal, proceed with the unsolicited detailed proposal for competitive review or proceed with the unsolicited detailed proposal, unless this timeframe is extended as described below. During this period, the city may meet with the private entity to gain a deeper understanding of the unsolicited detailed proposal, and the city may request that the private entity submit additional information. These meetings will be preliminary in nature, and will not include or constitute substantive negotiation of agreement terms. In considering whether to accept the unsolicited detailed proposal for competitive review, the city will assess whether: the proposed project is a qualifying project; the proposed project delivery model offers advantages over traditional models, for example, lower cost, shorter schedule, increased investment, etc.; the proposed project is reasonably likely to satisfy the criteria established by the city for P3 projects. The city may determine that it requires more than 90 business days to complete its review of the unsolicited

detailed proposal and this assessment, in which case it will notify the private entity in writing of how much time will be required. The city manager may seek input and direction from city commission whether to reject an unsolicited detailed proposal or proceed with an unsolicited detailed proposal as set forth herein.

(7) An unsolicited detailed proposal may be rejected by the city at any time. The city has complete discretion and authority to reject any unsolicited proposal it receives.

(8) If an unsolicited detailed proposal involves architecture, engineering or landscape architecture, the city will engage licensed professionals for review and evaluation of the initial and any subsequent proposals, in accordance with the P3 Statute.

Section 2: If any section, provision, clause, phrase, or application of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, the remaining provisions of this Ordinance shall be deemed severable therefrom and shall be construed as reasonable and necessary to achieve the lawful purposes of this Ordinance.

Section 3: All Ordinances or parts of Ordinances of said City in conflict with the provisions of this Ordinance are hereby superseded to the extent of such conflict.

Section 4: This Ordinance shall go into effect immediately upon its passage and adoption and following review of the Governor's designee.

**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 | _____(Yes) | _____(No) |
| Commissioner Ervin | _____(Yes) | _____(No) |
| Commissioner Santiago | _____(Yes) | _____(No) |
| Vice Mayor Kelley | _____(Yes) | _____(No) |
| Mayor Taylor | _____(Yes) | _____ (N |

**City of Opa-locka**
**Agenda Cover Memo**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **City Manager:** | Sha'mecca Lawson | | | **CM Signature** | | | | |
| **Commission Meeting Date:** | 12.10.2025 | | **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 | |
| | | X | **Public Hearing:** *(Enter X in box)* | | **Yes** | **No** | **Yes** | **No** |
| | | | | | X | | X | |
| **Funding Source:** *Account#:* | *(Enter Fund & Dept)* Ex: See Financial Impact section below | | **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:** | | **Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)* | | | |
| | X | | **Enhance Organizational** ☐<br>**Bus. & Economic Dev** ■<br>**Public Safety** ☐<br>**Quality of Education** ☐<br>**Qual. of Life & City Image** ■<br>**Communication** ☐ | | Bus. & Economic Development<br>Qual. of Life & City Image | | | |
| **Sponsor Name** | Commissioner Santiago | | **Department:** | | City Commission | | | |

## Short Title:

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AMENDING ORDINANCE NO.2025-29 TO REDUCE THE PROPOSAL REVIEW FEE FROM $50,000 TO $25,000.**

## Staff Summary:

The City Commission adopted Ordinance No. 2025-29 which established a purchasing code for public-private partnerships. The proposal review fee is an expense incurred by the private entity that submits either an unsolicited proposal or a detailed proposal that competes with an unsolicited proposal.

The sponsor desires to reduce the proposal review fee from $50,000 to $25,000.

## Financial Impact:

**Financial Impact-** There is no fiscal impact to amend this ordinance

## Proposed Action:

Staff will adhere to the direction of the City Commission.

**Attachment:**

Sponsored by City Manager

# ORDINANCE NO.2025-29

**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.**

**WHEREAS,** the City Commission for the City of Opa-Locka, Florida, has established a purchasing code for the fair and equitable method of administering purchases of goods and services in order to maximize the purchasing value of public funds; and

**WHEREAS**, in 2013, the Florida Legislature enacted Chapter 2013-223, Laws of Florida, Section 2 of which governs public-private partnerships, as codified in Section 255.065, Florida Statutes; and

**WHEREAS**, in 2016, the Florida Legislature enacted Chapters 2016-153 and 2016-154, Laws of Florida, amending Section 255.065, Florida Statutes (the "P3 Statute" as amended from time to time); and

**WHEREAS**, in 2024, the Florida Legislature amended the P3 law pursuant to House Bill (HB) 781, which allows public entities to accept unsolicited proposals without a public bidding process or solicitation process. Should a governmental entity engaging in a public bidding process decide to forego the competitive process for a particular project, it must hold an initial public meeting where the proposal is presented and affected public entities and members of the public are allowed to provide comments. Following this, a second public meeting must be held, where the governmental entity

determines if the proposal is in the public's interest based on specified factors to include: 1) the benefits to the public; 2) financial structure and economic efficiencies; 3) qualifications and experience for the private entity; 4) compatibility with regional infrastructure plans; 5) public comments.

**WHEREAS,** public-private partnerships, while not defined in the P3 Statute, are commonly recognized as contractual agreements between a public body and the private sector that allow for greater private sector participation in the delivery of public projects; and

**WHEREAS,** the City of Opa-Locka is a "responsible public entity" as defined in the P3 Statute, authorized to follow the processes described in the P3 Statute to establish a P3 for a "qualifying project" as defined in the P3 Statute; and

**WHEREAS**, the P3 Statute recognizes the authority of local governments to create procurement processes for qualifying projects, and does not limit a local government's existing authority to enter into agreements with the private sector, including authority from existing home rule powers; and

**WHEREAS,** the procedures for a P3 project will not apply when the City of Opa-Locka procures stand-alone professional services, as defined in section 287.055, Florida Statutes, or when it procures professional services for a design-build project outside the context of a P3 project, both of which will continue to be procured pursuant to Section 287.055, Florida Statutes; and

**WHEREAS,** to promote the efficient and effective use of the P3 method of project delivery, the City Commission finds it necessary to adopt uniform procedures to be used

by both the City and private entities for the procurement of such projects consistent with Section 255.065, Florida Statutes.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF OPA-LOCKA, FLORIDA:**

**Section 1: That Sec. 2-361 of the Code of Ordinances is hereby created as follows:**

Public/Private Partnership: *Purpose and scope; applicability.*

(a) (1) This section creates a uniform process for private entities and the City to engage in a public-private partnership (P3) consistent with Section 255.065, Florida Statutes.

(2) When considering a public project, the City may elect to (1) follow the P3 process outlined by this section; (2) follow any other legally available project delivery process or not pursue the project.

(3) The procurement of P3 agreements by the City shall follow the provisions of this section. Requirements of other sections or articles of this Code shall not apply to procurements under this section unless such requirement is expressly included or incorporated by reference in the procurement documents.

(4) The City may develop and maintain a separate P3 policy containing more detailed procedures and requirements for entering into P3 agreements, consistent with this section.

(5) When the City procures stand-alone professional services, as defined in the Consultants' Competitive Negotiation Act, codified at section 287.055, Florida Statutes

(2014), or when it procures professional services in the context of a design-build project, the City will not follow the P3 process, but will instead continue to comply with section 287.055, Florida Statutes.

(b) *Definitions.*

(1) *City* means the City of Opa-Locka, Florida.

(2) *Conceptual Proposal* means an Unsolicited Proposal that includes conceptual information sufficient for the City to determine whether the proposed ideas are attractive enough to justify investment of City resources to undertake a process that may lead to formation of a contract to implement the ideas. A conceptual proposal shall include the requirements set forth herein.

(3) *Detailed Proposal* means a proposal (solicited or unsolicited) that contains detail beyond a conceptual level for which terms such as fixing costs, payment schedules, financing deliverables and project schedule are clear and defined.

(4) P3 means a Public-Private Partnership, which is an agreement between the City and a Private Entity that allows for greater private sector participation in the delivery of a City Qualifying Project.

(5) P3 *Statute* means Section 255.065, Florida Statutes, as amended.

(6) *Private Entity* means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other private business entity.

(7) *Proposal Review Fee* means the fee paid by the Private Entity submitting an Unsolicited Proposal or by the Private Entity submitting a Detailed Proposal that competes with an Unsolicited Proposal.

(8) *Qualifying Project* means a facility or project that serves a public purpose, or a facility or infrastructure that is used or will be used by the public or in support of a public purpose or activity, as defined in the P3 Statute.

(9) *Solicitation* means a City initiated procurement process seeking offers (bids, proposals, or otherwise) for City projects.

(10) *Unsolicited Proposal* means a Conceptual Proposal or a Detailed Proposal that a Private Entity submits to the City on its own initiative, and not in response to Solicitation.

(c) *Conceptual proposal.*

(1) A Private Entity may submit a Conceptual Proposal to the City, to gauge the City's potential interest in pursuing the proposed project as a P3. A Conceptual Proposal is not required. A Private Entity may forego submitting a Conceptual Proposal and submit an unsolicited Detailed Proposal.

(2) A Private Entity must tender a Proposal Review Fee of $5,000.00 with its Conceptual Proposal. The City will not review a Conceptual Proposal that is not accompanied by the payment of this fee. Payment must be made by cashier's check, or other noncancelable instrument. Personal or business checks will not be accepted.

(3) A Conceptual Proposal must contain sufficient information to inform the City about:

(i) The overall character of the proposed Qualifying Project,

(ii) The general experience of the Private Entity, and

(iii) The general strategies to ensure successful project delivery.

(4) Within thirty (30) business days after receipt of the Conceptual Proposal, the City will either (1) summarily reject the Conceptual Proposal and return the Proposal Review Fee or (2) accept the Conceptual Proposal for substantive review and notify the Private Entity of the anticipated time required for the City to complete the review of the Conceptual Proposal.

(5) If the City decides to accept the Conceptual Proposal for substantive review, the City will preliminarily assess whether:

(i) The proposed project is a Qualifying Project;

(ii) The proposed project delivery model offers advantages over traditional models, for example, lower cost, shorter schedule, increased investment, etc.;

(iii) The proposed project is reasonably likely to satisfy the criteria established by the P3 Statute.

(6) Upon completion of review of the Conceptual Proposal, the City will notify the Private Entity in writing of the City's position regarding the proposed project. The City may:

a. Decide not to pursue the proposed project;

b. Decide to pursue the proposed project, or a similar project, using other procurement methods (in which, if open to private companies, the Private Entity may compete if otherwise qualified); or

c. Decide to continue considering the proposed project under the P3 Statute and request the Private Entity to submit a Detailed Proposal (which request shall not constitute a formal Solicitation).

(7) The City's disposition of a Conceptual Proposal does not limit its discretion or authority with respect to future projects, whether solicited or unsolicited.

(d) *Unsolicited detailed proposals.*

(1) A private entity may submit an unsolicited detailed proposal to the city to initiate the city's consideration of whether to deem the proposed project as a qualifying project and whether to pursue it further as a P3 project. The city is not obligated to pursue a project as a P3 project, even if the project satisfies the definition of a qualifying project. The city manager may seek input and direction from the city commission whether to undertake a review of an unsolicited detailed proposal pursuant to this section.

(2) A private entity must tender a proposal review fee of $50,000.00 with its detailed proposal, unless the private entity has already paid a fee for review of a substantially similar conceptual proposal, in which case the proposal review fee is $45,000.00. The city will not review an unsolicited detailed proposal that is not

accompanied by the payment of this fee. Within 30 business days after receipt of the unsolicited detailed proposal and proposal review fee, the city, through the city manager or designee, will either summarily reject the unsolicited detailed proposal and return the proposal review fee or accept the unsolicited detailed proposal for substantive review. Unless the city chooses to summarily reject an unsolicited detailed proposal prior to conducting a substantive review, the proposal review fee is non-refundable. Payment must be made by cashier's check, or other noncancelable instrument. Personal or business checks will not be accepted.

(3) If the initial proposal review fee is insufficient to cover the city's costs to evaluate the proposal, the city will request, in writing, the additional amounts required. As permitted by the P3 Statute, the city's evaluation costs include, but are not limited to, fees for financial and technical advisors or consultants, and for other necessary advisors or consultants. If the private entity does not tender the additional requested amount with 30 days of the written request, the city may, in its sole discretion, stop its review of the proposal.

(4) An unsolicited detailed proposal must contain information sufficient to inform the city about: the detailed quality and character of the proposed qualifying project; the detailed experience and capacity of the private entity; and the detailed financial and implementation strategies to ensure successful project delivery. This information should include the following:

(i) A description of the private entity, including name, address, type of organization, and legal structure.

(ii) Name and complete contact information of the primary point of contact for the unsolicited detailed proposal.

(iii) Names and experience of proposed key project personnel.

(iv) Type of support needed, if any, from the city, for example, facilities, equipment, materials, personnel, financial resources, etc.

(v) Identification of any proprietary data used and the manner in which it is used.

(vi) Identification of any outside entities or professionals the private entity has or intends to consult with respect to the project.

(vii) The names of any other federal, state, or local agencies receiving a similar proposal from the private entity.

(viii) A complete discussion of the objective of the project, the method of approach, the nature of the anticipated results, and the characteristics that make it a qualifying project worthy of pursuit by the city.

(vix) A detailed overview of the proposed business arrangements, including the plan for the development, financing, and operation of the project.

(x) A preliminary project schedule.

(xi) A detailed financial analysis of the proposed project.

(xii) Specification as to when the pricing or terms of the proposal will expire.

(5) In considering an unsolicited detailed proposal, the city may require from the private entity a technical study, such as a financial analysis or feasibility study, prepared by a nationally recognized expert with experience in preparing such analyses and studies for bond rating agencies. In evaluating the technical study, the city may rely upon internal staff reports prepared by personnel familiar with the operation of similar facilities or the advice of external advisors or consultants who have relevant experience.

(6) Within 90 business days after receipt of the unsolicited detailed proposal, the city will notify the private entity in writing of the city's decision either to reject the unsolicited detailed proposal, proceed with the unsolicited detailed proposal for competitive review or proceed with the unsolicited detailed proposal, unless this timeframe is extended as described below. During this period, the city may meet with the private entity to gain a deeper understanding of the unsolicited detailed proposal, and the city may request that the private entity submit additional information. These meetings will be preliminary in nature, and will not include or constitute substantive negotiation of agreement terms. In considering whether to accept the unsolicited detailed proposal for competitive review, the city will assess whether: the proposed project is a qualifying project; the proposed project delivery model offers advantages over traditional models, for example, lower cost, shorter schedule, increased investment, etc.; the proposed project is reasonably likely to satisfy the criteria established by the city for P3 projects. The city may determine

that it requires more than 90 business days to complete its review of the unsolicited detailed proposal and this assessment, in which case it will notify the private entity in writing of how much time will be required. The city manager may seek input and direction from city commission whether to reject an unsolicited detailed proposal or proceed with an unsolicited detailed proposal as set forth herein.

(7) An unsolicited detailed proposal may be rejected by the city at any time. The city has complete discretion and authority to reject any unsolicited proposal it receives.

(8) If an unsolicited detailed proposal involves architecture, engineering or landscape architecture, the city will engage licensed professionals for review and evaluation of the initial and any subsequent proposals, in accordance with the P3 Statute.

(e) *Solicited detailed proposals.*

(1) The City may on its own initiative determine to issue a Solicitation inviting Private Entities to submit Detailed Proposals for any opportunity that the City has identified as a Qualifying Project.

(2) Any Solicitation that the City issues under the authority of the P3 Statute will identify the P3 Statute and the City's related Code sections as the governing procurement process. The Solicitation documents will specify information necessary for interested parties to understand and respond to the Solicitation.

(3) If a Solicitation under the P3 Statute includes design work, the Solicitation will include a design criteria package prepared by a licensed architect, landscape architect, or engineer engaged by the City in accordance with section 255.065(3)(c), Florida Statutes.

(4) The City is not obligated to proceed under the P3 Statute when soliciting proposals, and may follow any legally available procurement process, regardless of whether the project qualifies as a Qualifying Project and regardless of whether the ultimate transaction may be characterized as a P3.

(f) *Competitive review of detailed proposals.*

(1) If the city commission gives directions to proceed with an unsolicited detailed proposal for competitive review, the city will advertise the potential opportunity and receive competing detailed proposals.

(i) The advertisement will include: a general description of the qualifying project; an invitation to submit a competing detailed proposal for the qualifying project, which may propose the identical project, a functionally equivalent project, or an alternative project that achieves the same purpose or uses the same city resources as the proposed project; information about how to obtain more detailed information; and a due date for responding, which ordinarily will be 45 days after initial publication, but which may be up to 120 days as the circumstances warrant.

(ii) The city will advertise the potential opportunity in the Florida Administrative Register at least once a week for two consecutive weeks; in a newspaper of general

circulation within the city at least once a week for two weeks, the first of which shall be published at least 21 days prior to the due date for competing proposals; on the city's website and in the same manner as competitive solicitations; and at city hall in the same manner as other public notices issued by the city.

(2) Whether received in response to a solicitation under the P3 Statute and this section, or in response to a competitive review advertisement concerning an unsolicited detailed proposal, within 30 days after the receipt of all competing detailed proposals the city manager, with the assistance of staff, will undertake review of the proposals and coordinate negotiations concerning the qualifying project. The city manager may rely on subject matter experts and staff for information gathering and administrative work, but the city manager alone will possess and exercise authority for all recommendations to city commission concerning the detailed proposals.

(3) The city manager, with the assistance of staff, will review the detailed proposals and determine whether to allow initial oral presentations, interviews, or discussions for the purpose of gaining deeper understanding of the detailed proposals. The city manager is not required to entertain initial oral presentations, interviews, or discussions with a private entity. Any oral presentations, interviews, or discussions will be limited to reviewing and discussing information contained in the detailed proposals, and will not include or constitute substantive negotiations related to any detailed proposal or the qualifying project.

(4) Within 90 days after receipt of proposals, or after the final oral presentation, interviews or discussions, whichever is later, the city manager will rank the detailed proposals in order of preference. The city manager may use any reasonable method to rank the detailed proposals and is not required to numerically score them. In ranking the detailed proposals, the city manager will consider the private entity team members' professional qualifications and experience, the proposed general business terms, innovative project delivery terms (including finance, design, construction, maintenance, and operation, as applicable to the circumstance), and any other factors indicated in the advertisement or solicitation.

(5) Following the ranking of detailed proposals, the city manager will present the highest-ranking proposal to city commission for further consideration.

(g) *Additional procedures for unsolicited proposals*

The city may also choose to proceed with a detailed unsolicited proposal without engaging in the competitive review process set forth above, by following the steps as set forth herein:

(1) The city shall hold a duly noticed public meeting at which the unsolicited proposal is presented and affected public entities and members of the public will be able to provide comment on the unsolicited proposal. For an unsolicited proposal that city commission chooses to undergo a competitive review process, this first public meeting shall occur after the competing proposals are submitted, reviewed, and ranked by the city manager, and direction is given by;

(2) After the first public meeting, the city shall hold a second duly noticed public hearing for city commission to determine whether the unsolicited proposal is in the public's interest. In making this determination, the city must consider all of the following factors:

(i) The benefits to the public;

(ii) The financial structure of, and the economic efficiencies achieved by the proposal;

(iii) The qualifications and experience of the private entity that submitted the proposal and such entity's ability to perform the project;

(iv) The proposed project's compatibility with regional infrastructure plans;

(v) Public comments submitted at the prior meeting, including a statement of findings explaining why the proposal should proceed and addressing the public's comments.

(3) If the city chooses to proceed with an unsolicited detailed proposal pursuant to this section and does not undergo the competitive advertising and review process, the city shall publish in the Florida Administrative Register for at least seven days a report that includes all of the following:

(i) The public interest determination required by subsection (2) above;

(ii) The factors considered in making such public interest determination; and

(iii) The city's findings based on each considered factor.

(f) *Negotiation and approval of agreements*

(1) Whether in response to a solicitation under the P3 Statute and this ordinance, or once city commission has undergone the first public hearing for an unsolicited proposal, following direction to proceed by city commission, the city manager, with the assistance of staff, may commence negotiations with the private entity responsible for the selected proposal in accordance with the P3 Statute and this article. The city manager may seek city commission input and direction on whether to commence negotiations with the private entity responsible for the selected proposal.

(2) The city manager may recommend to city commission that the city and the private entity enter into an interim agreement as described in the P3 Statute.

(3) The city manager may recommend to city commission that the city and the private entity enter into a comprehensive agreement as described in the P3 Statute.

(4) In deciding whether to enter into a comprehensive agreement, the city commission will consider and determine all reasonable factors, including but not limited to:

(i) Whether the proposed project is a qualifying project.

(ii) Whether the qualifying project is in the public's best interest for an unsolicited proposal.

(iii) Whether the qualifying project involves a facility that is owned by the city or for a facility for which ownership will be conveyed to the city. For an unsolicited proposal where ownership will not be conveyed to the city within ten years after initial public operation begins, the public benefits apart from ownership must be identified and stated by the city in the public interest determination.

(iv) Whether the comprehensive agreement has adequate safeguards in place to ensure that additional costs or service disruptions are not imposed on the public in the event of material default by the private entity or cancellation of the qualifying project by the city.

(v) Whether the comprehensive agreement has adequate safeguards in place to ensure that the city or the private entity has the opportunity to add capacity to the qualifying project or other facilities serving similar predominantly public purposes.

(vi) For a solicited proposal, whether the qualifying project will be owned by the city upon completion or termination of the project and payment of amounts financed.

(vii) Whether there is a public need for or benefit derived from the qualifying project.

(viii) Whether the estimated cost of the qualifying project is reasonable in relation to similar facilities.

(ix) Whether the comprehensive agreement will result in the timely acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project.

Before entering into a comprehensive agreement, the city shall have considered the finance plan, the qualifying project cost, revenues by sources, available financing, major assumptions, internal rate of return on private investments, if governmental funds are assumed in order to deliver a cost-feasible, and a total cash-flow analysis beginnings with the implementation of the project and extending for the term of the comprehensive agreement, and any other matters which are set forth in the P3 Statute.

(h) *Public records*

If a private entity believes that any information it submits to the city is exempt from the public records law under any additional statutory exemptions, the private entity must expressly identify the statutory basis of the claimed exemption and segregate the exempt information.

Section 2: If any section, provision, clause, phrase, or application of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, the remaining provisions of this Ordinance shall be deemed severable therefrom and shall be construed as reasonable and necessary to achieve the lawful purposes of this Ordinance.

jurisdiction, the remaining provisions of this Ordinance shall be deemed severable therefrom and shall be construed as reasonable and necessary to achieve the lawful purposes of this Ordinance.

Section 3: All Ordinances or parts of Ordinances of said City in conflict with the provisions of this Ordinance are hereby superseded to the extent of such conflict.

Section 4: This Ordinance shall go into effect immediately upon its passage and adoption and following review of the Governor's designee.

**PASSED FIRST READING** this 24th day of September 2025.

**PASSED SECOND READING** this 8th day of October 2025.

John H. Taylor Jr., Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Candice Bell, Esq. FOR
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Vice Mayor Kelley

Seconded by: Commissioner Bass

| VOTE: | 5-0 |
|---|---|
| Commissioner Bass | YES |
| Commissioner Ervin | YES |
| Commissioner Santiago | YES |
| Vice Mayor Kelley | YES |
| Mayor Taylor | YES |